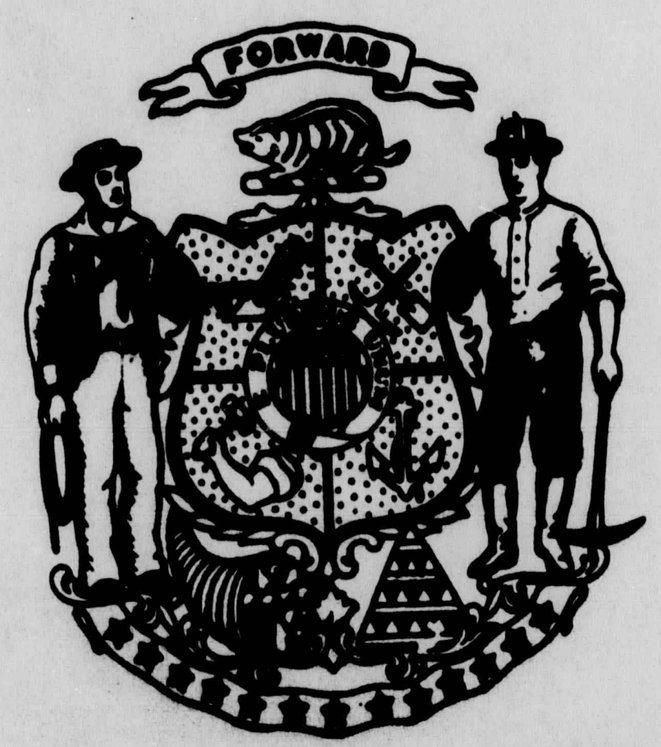
REEL NO. 111

STATE OF WISCONSIN



SECRETARY OF STATE

RAILROAD MORTGAGES

VOL. 11

414.53

General Railroad Deed

Alfred L. Barney, as Special Master

to

Northern Pacific Railway Company.

Dated August 18, 1896.

This Indenture made this eighteenth day of August, in the year one thousand eight hundred and ninety six, between Alfred L. Barney, as Special Master, as hereinafter described, party of the first part and Northern Pacific Railway Company, a corporation created by and existing under the laws of the State of Wisconsin, party of the second part. ———

Whereas, the Northern Pacific Railroad Company, a corporation created by an Act of Congress of the United States, approved July 2nd, 1864, entitled "An Act granting lands to aid in the construction of a Railroad and Telegraph line from Lake Superior to Puget Sound, on the Pacific coast, by the Northern Route", by Joint Resolution of Congress approved March 1st, 1869, was authorized to issue its bonds and secure the same by mortgage upon its railroad and telegraph line for the purpose of raising funds with which to construct said railroad and telegraph line between Lake Superior and Puget Sound, and also upon its branch to a point at or near Portland, Oregon and by a Joint Resolution of Congress, approved May 31st, 1870, was authorized to issue its bonds to aid in the construction and equipment of its road and to secure the same by mortgage on its property and rights of property of all kinds and description, real, personal and mixed, including its franchises as a corporation; and ———

Whereas, said Northern Pacific Railroad Company, for the purposes authorized by said Joint Resolutions, executed to the Farmers Loan and Trust Company, as Trustee, its two certain mortgages as follows:

(a) A certain mortgage dated May 1st, 1879, known as its Missouri Division Mortgage, to secure an issue of its bonds of which there were outstanding on January 1, 1896, bonds to the aggregate amount of $1,813,500 of principal ———

(b) A certain mortgage dated September 1st, 1879, known as its Pend d'Oreille Division Mortgage, to secure an issue of its bonds, of which there were outstanding on January 1st, 1896, bonds to the aggregate amount of $357,000 of principal; and ———

Whereas, said Northern Pacific Railroad Company, for the purposes authorized by said Joint Resolutions, thereafter executed its four certain mortgages as follows, viz ———

(1) A mortgage dated January 1st, 1881, to the Central Trust Company of New York, as trustee, known as the General First Mortgage of said Company, under which mortgage said Company issued and there were outstanding

on January 1st, 1916. The bonds of said company known as its General First Mortgage Bonds to the aggregate amount of $41,979,000 of principal (2) A mortgage dated November 20th, 1893, to The Farmers Loan and Trust company, as Trustee, known as the General Second Mortgage of said company, under which mortgage said company issued and there were outstanding at the date of the decree hereinafter mentioned the bonds of said company known as its General Second Mortgage bonds to the aggregate amount of $19,216,000 of principal, besides the interest thereon. (3) A certain mortgage dated December 1st, 1897, to the Farmers Loan and Trust company, as Trustee, known as the General Third Mortgage of said company, under which mortgage said company issued and there were outstanding at the date of the decree hereinafter mentioned, the bonds of said company known as its General Third Mortgage bonds to the aggregate amount of $11,461,000 of principal besides the interest thereon; and (4) A certain mortgage dated December 2d, 1889, to the Farmers Loan and Trust company, as Trustee, known as the Consolidated Mortgage of said company, under which mortgage said company issued and there were outstanding at the date of the decree hereinafter mentioned, the bonds of said company known as its Consolidated Mortgage Bonds to the aggregate amount of $62,443,000 of principal, besides the interest thereon; All of which mortgages were duly filed and recorded in the office of the Secretary of the Interior; and

Whereas, said Northern Pacific Railroad company having made default in the payment of the interest which became due on the bonds secured by said General Second Mortgage, said General Third Mortgage and said Consolidated Mortgage, and the principal of the said bonds having been declared due in accordance with the provisions of said bonds and of said mortgages, such proceedings were had in a certain consolidated cause pending in the Circuit Court of the United States for the Eastern District of Wisconsin, wherein The Farmers Loan and Trust company was complainant, and said Northern Pacific Railroad company and others were defendants, that a certain decree of foreclosure and sale was, on the 24th day of April, 1896, entered in said court, wherein and whereby it was adjudged and decreed that said Northern Pacific Railroad company pay or cause to be paid within ten days after the date of said decree certain amounts therein found to be due under said General Second Mortgage, said General Third Mortgage and said Consolidated Mortgage respectively, and that, in default of such payment by said defendant the

Northern Pacific Railroad company, or by any one claiming under it, or by any one for its account, the mortgaged premises, property and franchises should be sold as provided in said decree; and

Whereas, Neither the said Northern Pacific Railroad company, nor any one claiming under it, nor any one for its account, made payment of the said sums, or of any part thereof, within ten days after the entry of said decree, or at any time since; and

Whereas, Similar and ancillary proceedings of the same character and of the same force and effect were had in the Circuit Court of the United States in and for each and every of the other judicial districts of the United States in which any of the property of said Northern Pacific Railroad company was situated -- to wit, the Eastern District of Wisconsin, the District of Minnesota, the District of North Dakota, the District of Montana, the District of Idaho, the District of Washington, the District of Oregon, the Northern District of Illinois and the Southern District of New York, to which proceedings and the record thereof in each and every of said courts, including the Circuit Court of the United States for the Eastern District of Wisconsin, reference is hereby made with the same force and effect as though such proceedings and the record thereof and every part thereof were included in and made part of this deed; and

Whereas, In said cause pending in the Circuit Court of the United States for the Eastern District of Wisconsin, and in said ancillary proceedings in said other districts, Receivers of all the railroad, franchises and property of said Northern Pacific Railroad company were appointed and said Receivers entered into the possession of said premises and are now in possession thereof; and

Whereas, The party of the first part hereto was in and by said decree of the Circuit Court of the United States for the Eastern District of Wisconsin, and in and by decrees of the United States Circuit Courts in and for each of said other districts, in said ancillary proceedings therein pending appointed Special Master to make, direct and conduct the sale of said mortgaged premises and to execute and deliver deeds of conveyance of the property to be sold to the purchaser thereof upon the entry of decrees confirming such sale thereof, and upon payment or settlement of the purchase price bid as in the decrees in said several proceedings provided; and

Whereas, The party of the first part hereto, in pursuance of said decrees, on the 25th day of July, 1916, at the place in said decrees specified, to wit, upon the premises sold, at the passenger station of the said Northern Pacific Railroad company in the City of Superior, in the State of Wisconsin, did duly sell at public auction to the said Northern Pacific Railway company, party of the second

part hereto, the highest and best bidder at said sales, all and singular the premises hereinafter described, the same being the First Parcel, the Second Parcel and the Third Parcel in said decrees mentioned and directed to be sold, at and for the sum of $10,000,000 for the First Parcel, $3,000,000 for the Second Parcel and $500,000 for the Third Parcel, due notice of the time and place of such sales having been given pursuant to said decrees and according to law, and the said decrees having been complied with in all things relating to the said sales; and

Whereas, Afterwards the said party of the first part, Special Master as aforesaid, did duly make and file his report of the said sales to said several courts, which said report and the sales therein reported, upon due notice to all parties, were by decrees of the said several courts duly confirmed; and

Whereas, By and by said last mentioned decrees confirming said sales the party of the first part, as such Special Master, was ordered and directed to sign, seal, execute and deliver a deed or deeds of conveyance to said Northern Pacific Railway Company, party of the second part hereto, purchaser as aforesaid, conveying to it all and singular the railroad, franchises, stocks, bonds and other property hereinafter described upon the delivery by said Northern Pacific Railway Company, its bonds cancelled or credited on account of its respective bids, as provided in said decrees, of the bonds of said Northern Pacific Railroad Company, as follows:

—$18,578,000 par value of said General Second Mortgage Bonds, with all unpaid coupons attached, making, with the other of said bonds deposited at the time of acceptance of the bid for said First Parcel, $19,078,000 of said bonds in all.

—$42,923,000 of said Consolidated Mortgage Bonds, with all unpaid coupons attached, making, with the other of said bonds deposited at the time of acceptance of the bid for said Second Parcel, $44,923,000 of said bonds in all.

—$10,967,000 of said General Third Mortgage Bonds, with all unpaid coupons attached, making, with the other of said bonds deposited at the time of acceptance of the bid for said Third Parcel, $11,267,000 of said bonds in all.

—And, upon payment into the registry of the United States District Court for the Eastern District of Wisconsin to the credit of this cause, subject to the order of said Court, of the sum of $138,000 for the benefit of the holders of 138 outstanding General Second Mortgage Bonds, with all unpaid coupons; and the sum of $103,350 for the benefit of the holders of 159 outstanding General Third Mortgage Bonds, with all unpaid coupons; and of the sum of $204,950 for the benefit of the holders of 597 outstand

Consolidated Mortgage Bonds, with all unpaid coupons; and upon deposit with the Farmers Loan and Trust Company of the sum of $250 for the benefit of the holder of one outstanding Collateral Trust Note.

And Whereas, The Northern Pacific Railway Company, party of the second part hereto, has in all respects complied with the provisions of said last mentioned decrees confirming said sales, and has delivered said bonds and deposited said cash as aforesaid; and has complied with all the provisions of law of each and every of the States of Wisconsin, Minnesota, North Dakota, Montana, Idaho, Washington and Oregon, which are the only States of the United States in which any part of the real property embraced in and sold under said decrees is located, so as to enable it to hold real and personal property in every such State, and is also the owner and holder of bonds of the Northern Pacific Railroad Company secured by the several mortgages mentioned in said decrees, and upon which said decrees are based as to the respective amounts stated in said Special Master's said report of sales;

And Whereas, The form of this deed was submitted to said Courts and filed and approved in and by said decrees confirming said sales;

Now, Therefore, This Indenture Witnesseth, That said Alfred L. Barry Special Master, as aforesaid, party of the first part to these presents in order to carry into effect the sales made by him, as aforesaid, to the party of the second part, in pursuance of the aforesaid decrees and in conformity to law, and in consideration of the premises and of the sums so, as aforesaid, by the said party of the second part paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, aliened, released, conveyed and confirmed and by these presents doth grant, bargain, sell, assign, alien, release convey and confirm unto the said Northern Pacific Railway Company, party of the second part hereto, and its successors and assigns forever,

—All and singular the property, franchises and estate, whether real, personal or mixed, and wheresoever situate, embraced and included in the said several decrees, and therein and thereby authorized or directed to be sold as the First Parcel, the Second Parcel and the Third Parcel therein mentioned, the same being described as follows:

The First Parcel.

—All and singular the railroad and telegraph line or lines of the defendant the Northern Pacific Railroad Company, as the same were constructed or being constructed at the date of the execution of the General Second Mortgage, namely, on the 20th day of November, 1883, or as the same were thereafter constructed

The main line from a point on Lake Superior, in the State of Wisconsin, at or near the mouth of the Montreal River, which river for in part, the boundary between the States of Wisconsin and Michigan, to its Terminus at Tacoma, on Puget Sound, in the Territory (now State) of Washington, via the valley of the Columbia River, and its branch from a point on said main line across the Cascade Mountains to Puget Sound, and all the lands, tenements and hereditaments acquired or appropriated for the purpose of a right of way for said main line and branch, and all the easements and appurtenances thereto belonging or in any wise appertaining, and all the railways, ways and rights of way, depot grounds, tracks, bridges, viaducts, culverts, fences and other structures, advances, docks, depots, station houses, engine houses, car houses, freight houses, wood houses, warehouses, machine shops, water tanks, turntables, superstructures, erections and fixtures, whether held at the date of the execution of said General Second Mortgage or thereafter acquired for the use of said lines of railroad, or in connection therewith, or the business thereof; also all locomotives, tenders, cars, hand or push cars, and all other rolling stock or equipment, and all rails, ties, fastenings, switches, sidetracks and machinery, tools, implements, fuel, supplies and materials whatsoever, for or in respect of the constructing, operating, maintaining, repairing or exploring said lines of railroad or any part thereof or necessary or convenient for use for the purposes thereof, whether held and owned at the date of the execution of said General Second Mortgage or thereafter acquired by said Northern Pacific Railroad Company, together with all the equipments and appurtenances whatsoever thereunto belonging, whether then held or thereafter acquired, and all rights, privileges, immunities and franchises connected with or relating to said lines of railroad, and line or lines of Telegraph, or the construction, operation, maintenance or enjoyment thereof, then held or thereafter acquired by the said railroad company; and all corporate and other franchises of any nature relating thereto, including the franchises of said railroad company to be a corporation; and all the income, earnings and profits of said Northern Pacific Railway Company and main line and branch; also all the estate, right, title and interest of said Northern Pacific Railroad Company in and to the lease of the St. Paul & Northern Pacific Railway, and in and to the railroad, prospective and appurtenances and the terminal and other facilities therein mentioned and described, or intended so to be, which said lease bears date the first day of June, one thousand eight hundred and eighty three, and is recorded in the office of the Secretary of State of the State of Minnesota; also the undivided one-half of all that part of the St. Paul & Duluth Railroad which extends from its junction with the said main line of railroad of the said Northern Pacific Railroad Company, near Thompson, in the county of Carlton, to Duluth, in the State of Minnesota, with the appurtenances thereto belonging, and all the rights, privileges, easements, property and rights of property thereto belonging, or used or intended to be used in connection therewith or for the purposes thereof; also all and singular the lands, premises and real estate situated and being in the city of St. Paul, in the State of Minnesota, and in the said city of Duluth, which the said Northern Pacific Railroad Company owned at the date of the execution of said General Second Mortgage, or which thereafter it acquired for use in connection with or for the purposes of the said railroads, or any of them, or the business of the said Northern Pacific Railroad Company; and also all and singular all other property and rights of property of every kind and nature of the said Northern Pacific Railroad Company, owned by it at the date of the execution of said General Second Mortgage or thereafter acquired, wherever situated or however held for use in connection with or for the purposes of the said railroads, or any of them, or the business of said Northern Pacific Railroad Company; including all stocks and bonds in other companies owned by the defendant the Northern Pacific Railroad Company at the time of the appointment of Receivers in said suit under the bill of complaint filed by said complainant The Farmers Loan and Trust Company on October 18th, 1893, other than stocks and bonds pledged under the Consolidated Mortgage or otherwise and all the right, title and interest of said Northern Pacific Railroad Company in such pledged stocks and bonds, subject to the rights of the pledgees thereof. ——————

— Together with all and singular the hereditaments and appurtenances thereto belonging or in anywise appertaining. ——————

— Excepting, however, any portion of said premises which may have been released from the lien and operation of said General Second Mortgage under the powers reserved thereunder. ——————

— Subject, however, as to the portions of the above described property owned thereby, to the lien of a mortgage or deed of trust, dated the first day of May, 1879, executed by the Northern Pacific Railroad Company to the complainant The Farmers Loan and Trust Company, as trustee, to secure an issue of forty-year six per cent. sinking fund bonds of said Northern Pacific Railroad Company

to the amount of $2,500,000, under which mortgage there were outstand
on January 1st. 1896, bonds to the aggregate amount of $1,815,500 of princip
Subject. Also, as to the portions of the above described property owne
thereby, to a certain mortgage or deed of trust, dated the first day o
September, 1879, executed by said Northern Pacific Railroad Company
to The Farmers Loan and Trust Company, as Trustee, to secure an issue
forty-year six per cent. sinking fund bonds of said railroad company
to the amount of $24,000,000, under which mortgage there were outstan
ing on January 1st. 1896, bonds to the aggregate amount of $357,000 o
Subject. Also, as to all of the above-described property to a certain
mortgage or deed of trust, dated the first day of January, 1881, know
as the General First Mortgage of said Northern Pacific Railro
Company, and executed by said Northern Pacific Railroad Compan
to the Central Trust Company of New York, as Trustee, to secure
issue of six per cent. forty years sinking fund gold bonds of said
railroad company, to be issued at the rate of $25,000 per mil
of said railroad and Cascade Branch, under which mortgage
There were outstanding on January 1st, 1896, bonds to the aggregate
amount of $41,879,000 of principal _____

Subject. Also, to the performance by the purchaser, or his suc
cessors or assigns, of all funding contracts in respect of said First
Parcel lawfully made by the Receivers of the Northern Pacific
Railroad Company before such sale thereof. _____

The Second Parcel

(a) First Mortgage Bonds of other companies received by The Farm
Loan and Trust Company as security for the Consolidated Mortg
Bonds of said Northern Pacific Railroad Company in accord
with the provisions of the mortgage under which said bonds w
issued, as follows, to-wit: _____

Little Falls and Dakota Railroad Company	$1,757,000	
Less canceled in Sinking Fund	179,571	
		$1,577,42
Northern Pacific, Fargo and Black Hills Railroad Co.	$2,342,000	
Less canceled in Sinking Fund	239,299	
		2,102,7
Duluth, Watertown and Northern Railroad Company		889,0
Fargo and Southwestern Railroad Company	$1,748,000	
Less canceled in Sinking Fund	178,602	
		1,569,3
Northern Pacific, LaMoure and Missouri River Railroad Company		318,0
Lowlow, Helena and Little Mountain Railroad Co.	$730,000	
Less canceled in Sinking Fund	64,250	
		665,75

Jamestown and Northern Railroad Company	$2,050,000	
Less canceled in Sinking Fund	206,084	
		1,843,916
Jamestown and Northern Extension Railroad Company		270,000
Southeastern Dakota Railroad Company		133,000
Northern Pacific and Manitoba Railroad Company		5,260,000
Rocky Mountain Railroad Company of Montana	$1,034,000	
Less canceled in Sinking Fund	91,059	
		942,941
Northern Pacific and Montana Railway Company		3,462,000
Helena and Jefferson County Railroad Company	$402,000	
Less canceled in Sinking Fund	35,401	
		366,599
Spokane Falls and Idaho Railroad Company		270,000
Spokane and Palouse Railroad Company (Idaho Division)		1,218,000
Central Washington Railroad Company		400,000
Green River and Northern Railroad Company		375,000
Northern Pacific and Cascade Railroad Company		388,000
Northern Pacific and Puget Sound Shore Railroad Company		1,393,000
United Railroads of Washington		5,298,000
Yakima Railroad Company		69,000
		$28,800,734

(b) General Third Mortgage Bonds of the Northern Pacific Railroad Company exchanged for Consolidated Mortgage Bonds, in accordance with the Terms of said mortgage, $33,000. _____

(c) Capital Stocks of the other Railroad Companies received by The Farmers Loan and Trust Company as security for said Consolidated Mortgage Bonds, in accordance with the provisions of said Mortgage, all of which shares, except qualifying shares held by the Directors of said Companies, are now held by The Farmers Loan and Trust Company as follows, to-wit: _____

Name of Company.	Amt. of Stock Deposited	Held by Directors
Duluth, Watertown and Northern Railroad Company	$4,999,300	$ 100
Northern Pacific, LaMoure and Missouri River Railroad Company	311,500	500
Jamestown and Northern Extension Railroad Company	1,599,500	500
Southeastern Dakota Railroad Company	133,000	500
Northern Pacific and Manitoba Railroad Company	990,000	10,000
Spokane Falls and Idaho Railroad Company	499,300	700
Northern Pacific and Cascade Railroad Company	224,500	500
Northern Pacific and Puget Sound Shore Railroad Company	274,500	500
Tacoma, Orting and Southwestern Railroad Company	171,500	500
Yakima Railroad Company	299,300	700

(continued)

	Amt. of Stock Deposited	Held by Trustee
Rocky Fork & Cooke City Railroad Company	$2,000,000	
Swan River & Northern Railroad Company	423,500	$800
	$11,931,900	$15,600

And also all extensions of and additions to the railroads of said Northern Pacific Railroad by construction, acquisition, acquisition, purchase or otherwise, and all bonds or other securities obtained by said railroad company in the course of such acquisition or construction or otherwise, to the extent that such extensions, additions and bonds or other securities were paid for by the proceeds of bonds secured by the Consolidated Mortgage.

The Third Parcel.

All the estate right and title of the said Northern Pacific Railway Company, under leases or otherwise, in and to all branches at the date of the execution of said General Third Mortgage, namely, the 1st day of December, 1897, constructed and operated as feeders to said main line, and of the said Seattle Branch of the Northern Pacific Railroad Company viz: The Little Falls and Dakota Railway in Minnesota; the Northern Pacific, Fargo and Black Hills Railroad, and the Duluth and Manitoba Railroad in Minnesota and Dakota; the Fargo and Southwestern Railroad, the Sanborn, Carpenterstown and Turtle Mountain Railroad ~~The Jamestown and Southwestern Railroad, the Sanborn, Carpenterstown and Turtle Mountain Railroad~~, the Jamestown and Northern Railroad, the James River Valley Railroad and the Northern Pacific, Jamestown and Missouri River Railroad in Dakota; the Rocky Mountain Railroad of Montana; the Helena and Jefferson County Railroad, the Helena and Red Mountain Railroad, the Missoula and Bitter Root Valley Railroad, the Helena and Northern Railroad, the Drummond and Phillipsburg Railroad and the Helena, Boulder Valley and Butte Railroad in Montana; the Spokane Falls and Idaho Railroad in Idaho; the Spokane and Palouse Railway, the Northern Pacific and Cascade Railroad, the Northern Pacific and Puget Sound Shore Railroad and the Bellingham Railroad in Washington Territory (now State); and in and to all branch railroads after the date of the execution of said mortgage acquired, constructed and operated as such feeders of the said main line or Cascade Branch, with the hereditaments and appurtenances thereto belonging and appertaining.

Together with all income, proceeds of income, bills and accounts receivable, cash and other property received by the Receivers of the said Northern Pacific Railroad Company in the management or operation of the mortgaged premises embraced in the

conveyance or pertaining thereto, and also any and all property of the said Northern Pacific Railroad Company appertaining to said premises and acquired for use in connection with or for the purpose of said Railroad or the business of said Railroad and vested in or standing in the name of the said Receivers, or in which the said Receivers in any manner have acquired title.

Excepting, however, all such leases and contracts sold with the said First Parcel or embraced in the said Third Parcel as the party of the second part has elected, or within ninety days after the completion of the sale and delivery of this deed, the party of the second part may elect not to assume or adopt, and excepting in particular the following leases and contracts which the parties of the second part have elected, and by the acceptance of this deed do elect not to assume or adopt, to-wit:

First. Each and every of the agreements or contracts of lease or use to which the Northern Pacific Railroad Company is a party, bearing date upon the several dates hereinafter respectively specified, concerning the several railroads of the railroad companies below mentioned, and each of them and any and all leases, operating agreements, traffic agreements, or other arrangements relating to the operation of the railroads of such companies, or of any part thereof, by the Northern Pacific Railroad Company and any and all responsibility in respect of any such operation, or in respect of the bonds or other obligations of any such company, viz:

(1) Little Falls and Dakota Railway Company and Northern Pacific Railroad Company and Oregon and Transcontinental Company, October 20, 1882.

(2) Northern Pacific, Fargo and Black Hills Railroad Company and the Northern Pacific Railroad Company and Oregon and Transcontinental Company, October 20, 1882; also (A) Minnesota and Northern Railroad Company and Northern Pacific Railroad Company, March 27, 1878, and (B) July 2, 1878.

(3) Southeastern Dakota Railroad Company and Northern Pacific Railroad Company, November 1, 1889.

(4) Duluth and Manitoba Railroad Company and Northern Pacific Railroad Company, (A) June 1, 1887; (B) January 15, 1889, and (C) July 1, 1890.

(5) Duluth, Louiston and Northern Railroad Company and Northern Pacific Railroad Company, August 1, 1890.

(6) Northern Pacific and Manitoba Railroad Company and Duluth and Manitoba Railroad Company and Northern Pacific Railroad Company, July 1, 1890.

(7) Fargo and Southwestern Railroad Company, and Northern Pacific Railroad Company and Oregon and Transcontinental Company, July 1, 1882.

(8) Fargo and Southwestern Railroad Company and Northern Pacific Railroad Company and James River Valley Railroad Company, November 15, 1886.

(9) Sanborn, Carpenterstown and Turtle Mountain Railroad Company and

Northern Pacific Railroad Company and Oregon and Transcontinental Company, April 19, 1893.

(10) Jamestown and Northern Railroad Company and Northern Pacific Railroad Company and Oregon and Transcontinental Company, July 1, 1

(11) Jamestown and Northern Extension Railroad Company and Northern Pa Railroad Company, September 2, 1889.

(12) James River Valley Railroad Company and Northern Pacific Railroa Company (a) January 1, 1896, and (b) January 15, 1889, and (c) James River Valley Railroad Company, and the Northern Pacific Railroad Compan and The Fargo and Southwestern Railroad Company, November 19, 189

(13) Northern Pacific, La Moure and Missouri River Railroad Company Northern Pacific Railroad Company, June 1, 1891.

(14) Henry Villard, Trustee, &c., to Rocky Fork and Cooke City Railro Company and Northern Pacific Railroad Company, March 1, 1890.

(15) Rocky Mountain Railroad Company of Montana and Northern Pacific Railroad Company and Oregon and Transcontinental Company, Augu

(16) Northern Pacific and Montana Railroad Company and Northern Paci Railroad Company, (a) October 1, 1889, and (b) October 1, 1888.

(17) Helena, Boulder Valley and Butte Railroad Company and Northern Pacific Railroad Company, May 1, 1891.

(18) Helena and Northern Railroad Company and Northern Pacific Rail road Company, June 1, 1887.

(19) Drummond and Philipsburg Railroad Company and Northern Pac Railroad Company, June 1, 1887.

(20) Missoula and Bitter Root Valley Railroad Company and Northern Pacific Railroad Company, June 1, 1887

(21) Helena and Jefferson County Railroad Company and Northern Pa Railroad Company and Oregon and Transcontinental Company, August 1,

(22) Helena and Red Mountain Railroad Company and Northern Pa Railroad Company, March 1, 1887.

(23) Daniel S. Lord and Northern Pacific Railroad Company, Augu

(24) Coeur d'Alene Railway and Navigation Company and Northern Pa Railroad Company, September 14, 1888.

(25) Spokane Falls and Idaho Railroad Company and Northern Pacific Railroad Company, October 1, 1887.

(26) Central Washington Railroad Company and Northern Pa Railroad Company (a) November 1, 1888; (b) December 20, 1888.

(27) Spokane and Palouse Railway Company and Northern Pacif Railroad Company (a) May 1, 1886; (b) June 1, 1887; (c) February 15, 18

(28) Northern Pacific and Cascade Railroad Company and North Pacific Railroad Company, October 1, 1887.

(29) Idaho Railroad Company and Northern Pacific Rail

Company, November 1, 1889.

(30) Northern Pacific and Puget Sound Railroad Company and Northern Pacific Railroad Company, November 1, 1889.

(31) United Railroads of Washington and Northern Pacific Railroad Company August 3, 1890.

(32) Thomas H. Logan, Edward D. Christian and H. O. Armour and Northern Pacific Railroad Company, June 6, 1890, and all other contracts of every name and nature concerning the Seattle, Lake Shore and Eastern Railroad Company or its railroad

(33) Seattle and Northern Railway Company and Elijah Smith and Northern Pacific Railroad Company, August 2, 1890.

Second. Also each and every of the following agreements, (popularly known as Branch Line Trusts, including any and all leases, operating agreements, traffic agreements, or other arrangements relating to the operation of the railroad of each and every of the railroad companies first named, or any part thereof, by the Northern Pacific Railroad Company, and any responsibility in respect of any such operation, or in respect of any of the bonds or other obligations of any such first-mentioned company, viz:

(34) Helena and Jefferson County Railroad Company, party of the first part, and Northern Pacific Railroad Company and Oregon and Transcontinental Company, August 1, 1883.

(35) Jamestown and Northern Railroad Company, party of the first part, and Northern Pacific Railroad Company and Oregon and Transcontinental Company, July 1, 1882.

(36) Little Falls and Dakota Railroad Company, party of the first part, and Northern Pacific Railroad Company and Oregon and Transcontinental Company, October 20, 1882.

(37) Rocky Mountain Railroad Company of Montana, party of the first part, and Northern Pacific Railroad Company and Oregon and Transcontinental Company, August 1, 1883.

(38) Lamson, Jamestown and Butte Mountain Railroad Company party of the first part, and Northern Pacific Railroad Company and Oregon and Transcontinental Company, April 18, 1883.

(39) Fargo and Southwestern Railroad Company, party of the first part, and Northern Pacific Railroad Company and Oregon and Transcontinental Company, July 1, 1882.

(40) Northern Pacific, Fargo Falls and Black Hills Railroad Company party of the first part, and Northern Pacific Railroad Company and Oregon and Transcontinental Company, October 20, 1882.

(41) William R. Merriam and Co. and others, owners and holders of stock of James River Valley Railroad Company, and the James

River Valley Railroad Company, parties of the first part, and Northern Pacific Railroad Company and The Farmers Loan and Trust Company, Trustee, January 1, 1896.

(42) A. Mc. Cannon and others, owners and holders of the capital stock of the Spokane and Palouse Railway Company, and the said Spokane and Palouse Railway Company, parties of the first part, and Northern Pacific Railroad Company and The Farmers Loan and Trust Company, July 1, [illegible]

(43) Frederick Billings and others, the owners and holders of the capital stock of the Northern Pacific and Montana Railroad Company, and the said Northern Pacific and Montana Railroad Company, parties of the first part, and Northern Pacific Railroad Company and The Farmers Loan and Trust Company, November 1, 1888.

Third. All contracts of every name and nature, relating to or affecting a lease or agreement for the use or operation of the railroads or of any railroad of The Wisconsin Central Railroad Company or The Wisconsin Central Company, or of The Wisconsin Central Lines, or of The Chicago and Northern Pacific Railroad Company, or The Chicago and Belmont Terminal Railway Company, including the following, viz:

(44) Wisconsin Central Railroad Company and John A. Stewart and Edwin H. Abbott, Trustees, and Northern Pacific Railroad Company, July 1, 1891, and January 1, 1879.

(45) Wisconsin Central Company, Wisconsin Central Railroad Company and John A. Stewart and Edwin H. Abbott, as Trustees, and Northern Pacific Railroad Company, May 2, 1889, concerning the Great Western Railway Company.

(46) Chicago and Northern Pacific Railroad Company, Chicago, Railway Company, Chicago and Belmont Terminal Railway Company, Chicago, St. Paul and Kansas City Railway Company, Minneapolis and Northwestern Railroad Company, and Chicago, Great Western Railway Company and Northern Pacific Railroad Company, April

(47) Wisconsin Central Company and Northern Pacific Railroad Company, January 16, 1890.

(48) John A. Stewart and Edwin H. Abbott, as Trustees, in possession of The Wisconsin Central Railroad Company and Northern Pacific Railroad Company, March 26, 1883.

(49) Wisconsin Central Company, Wisconsin Central Railroad Company, John A. Stewart and Edwin H. Abbott, Trustees, and Northern Pacific Railroad Company, May 2, 1889.

(50) Wisconsin Central Company, Wisconsin Central Railroad Company, Chicago and Northern Pacific Railroad Company, Chicago and Wisconsin Railroad Company, Chicago, Wisconsin and Minn-

Railroad Company, Milwaukee and Lake Shore Railroad Company, Portage and Northern Railroad Company, Baraboo and Northern Railroad Company, Baraboo and Montreal River Railroad Company, and Northern Pacific Railroad Company, April 1, 1890.

(51) S. G. Collins, General Superintendent Wisconsin Central Lines, with H. H. Kimberly, General Superintendent Northern Pacific Railroad Company, February 1, 1896.

(52) Chicago and Northern Pacific Railroad Company, and Wisconsin Central Company and Wisconsin Central Railroad Company, April 1, 1890.

(53) Chicago and Northern Pacific Railroad Company and Northern Pacific Railroad Company as lessee of The Wisconsin Central Lines, April, 1890.

Fourth. Each and every agreement and contract of the dates hereinafter mentioned, between the Northern Pacific Railroad Company and the following parties, severally and respectively, to-wit:

(54) St. Paul, Minneapolis and Manitoba Railway Company, October 1, 1882. (For the use by the Northern Pacific Railroad Company of certain tracks in and between Minneapolis and St. Paul and certain terminal facilities and property.)

(55) Minneapolis Union Railway Company, October 1, 1882.

(56) Rocky Fork Coal Company of Montana. (a) March 1, 1890, (b) July 16, 1892, (c) July 26, 1893, as originally made or subsequently modified.

(57) Burlington, Stillwater and St. Paul Railway Company, August 21, 1890.

(58) Puget Sound and Alaska Steamship Company, (a) September 26, 1889 and (b) December 24, 1891.

(59) Washburn Mill Company, August 10, 1885.

(60) James B. O'Brien and Joseph B. O'Gorman, June 1, 1887.

(61) Alta Coal Company, November 20, 1891.

(62) Northwestern Coal and Transportation Company, February 18, 1886.

(63) Union Improvement and Elevator Company (a) April 9, 1884.

(64) Union Pacific Railway Company, September 27, 1883.

(65) Yellowstone Land and Livingston Company, June 1, 1881.

(66) Yellowstone Park Association, November 12, 1889.

(67) Yellowstone National Park Transportation Company, March 20, 1893.

(68) And also a certain contract dated June 13, 1890, between Milwaukee Lake Shore and Western Railway Company, The Wisconsin Central Company and Northern Pacific Railroad Company and The Aurora Iron Mining Company.

To Have and To Hold, all and singular the above-mentioned and described railroad franchises, stocks, bonds and other property hereby conveyed (other than the items hereinbefore specifically excepted) unto the said party of the second part and its successors and assigns forever.

Subject, However, to the express condition, that in the event that the assets or the proceeds of assets in the Receivers hands shall be

incumbrance, the party of the second part, its successors or assigns shall pay, satisfy and discharge (a) any unpaid compensation and allowances which shall be allowed by said District Court of the United States for the Eastern District of Wisconsin to the Receivers; (b) any balance remaining unpaid upon the Receivers' certificates issued under the orders in said cause dated the 9th day of October, 1894, after application of the proceeds of the collaterals set apart and held for the especial security of such Receivers' certificates; (c) any other indebtedness or obligations or liabilities which shall have been duly contracted or incurred by the Receivers before delivery of possession of the said; and (d) also any unpaid indebtedness or liability contracted or incurred by said Northern Pacific Railroad Company in the operation of its railroad, payment whereof was provided for in the order appointing Receivers in said cause, and which is prior in lien or superior in equity to said General Second Mortgage, except such as shall be paid or satisfied out of the income of the property in the hands of the Receivers, upon said bonds adjudging the same to be prior in lien or superior in equity to said mortgage and directing payment thereof, all payments in any such purpose made by the party of the second part in advance of the final accounting and discharge of the Receivers to be treated as advances and subject to final adjustment upon such accounting.

Providing, However, That upon publication by the Special Master ordered by said Court, as provided in said decree, of a notice requiring holders of any claims to present the same for allowance, any such claims which shall not be so presented or filed within the period of six months after the first publication of such notice shall not be enforcible against the property sold or against the purchaser, its successors or assigns.

Subject, Also, To the condition That the purchaser, its successors or assigns, shall pay, as part consideration and in addition to the sum bid for said First Parcel, and shall take the same as receiving this deed therefor upon the express condition that such purchaser, its successors or assigns, will pay, satisfy and discharge (a) any unpaid compensation of said Receivers, and such allowances which shall be fixed by said United States District Court for the Eastern District of Wisconsin, the District of Minnesota, the District of North Dakota, the District of Montana, the District of Idaho, the District of Washington, the District of Oregon, the Northern District of Illinois and the Southern District of New York respectively; (b) any unpaid

indebtedness and obligations or liabilities which shall have been contracted or incurred by the Receivers before delivery of possession of said property sold, within the jurisdiction of either of said United States Courts for said several Districts, or to any party or parties who are citizens or residents of the said Districts respectively; and (c) any unpaid indebtedness and liability of said Northern Pacific Railroad Company incurred in the said Districts respectively, or owing by the defendant company to any resident or citizen of the said Districts respectively, which was provided for by the orders of said respective Courts, providing for the appointment of said Receivers, whenever such indebtedness or liability shall be found by said Courts respectively to be prior in lien or superior in equity to said General Second Mortgage, and payment thereof is directed: Provided, that an intervening petition in said suit, or an action to establish such indebtedness or liability [illegible] allowed by the statute of limitations of the State wherein such indebtedness or liabilities shall have accrued for the commencement of suit thereon; all payments for any such purpose in advance of the final accounting and discharge of the Receivers to be treated as advances and subject to final adjustment upon any such accounting; and for the purpose of enforcing the foregoing provisions jurisdiction is retained by said several Courts, and the right is reserved by said several Courts respectively, as provided in the respective decrees of said Courts confirming said sales, to retake and resell any portion of the said First Parcel within the jurisdiction of said several Courts in case such purchaser, or its successors or assigns, should fail to comply with any order of said several Courts respectively in respect of the payment of said indebtedness or liabilities within thirty days after the entry of a copy of such order.

Subject, Also, as to property within the jurisdiction of said several Courts respectively to the performance by said purchaser, its successors or assigns, of all pending contracts in respect of such property heretofore lawfully made by the Receivers and as to property in the District of Washington subject also to all claims and issues raised by Kelly, Mason, Marks and Co. et al, citizens and business men of the City of Spokane, Washington, by certain petition filed on the 6th day of August, 1894, in certain proceedings pending at Seattle, for the purpose of enforcing certain decision of the Interstate Commerce Commission entering rights rate to said City of Spokane, as the same shall hereafter be adjudged by the Court.

Subject, Also, to the payment by said grantee, its successors or assigns, of such sums in cash as may be required in order to pay all costs and expenses of the sale, the compensation of the

Special Master, and all charges, compensations, allowances and d
bursements payable out of the purchase price bid for the premises
the same shall be fixed and allowed by the Court; and to pay f
each of the 3,344 Consolidated Mortgage Bonds of $1,000 each
all unpaid coupons thereon, specifically mentioned in said dec
confirming said sales the sum of $350 with interest thereon at
rate of four per cent. per annum from this date, if and when pay
thereof shall hereafter be adjudged by the United States Court f
the Eastern District of Wisconsin.

And subject. Also, to all the conditions and reservations of each
said several decrees of sale and said decrees confirming the said
sales, entered in said United States Circuit Courts respectively
the Eastern District of Wisconsin, the Western District of Wisco
the District of Minnesota, the District of North Dakota, the Di
of Montana, the District of Idaho, the District of Washington, the Distri
of Oregon, the Northern District of Illinois and the Southern Distri
of New York, including the reservation to the said Courts of power
make and resell the premises conveyed or any parcel thereof in ca
the party of the second part, his successors or assigns, should fa
to pay any sum required to be paid by it under said decree
within the time specified in said decrees respectively after the
of an order requiring such payment.

In order to facilitate the recording hereof ten originals of thi
deed have been executed, acknowledged and delivered by the pa
of the first part, all of any one or more of which may be regarded
each of which when executed, acknowledged and delivered shall
deemed an original and all collectively but one instrument.

In Witness Whereof, said Alfred L. Cary, Special Master, a
aforesaid, has hereunto set his hand and seal the day and year
first above written

Alfred L. Cary (Seal)
As Special Master

Signed, sealed and delivered
in presence of
Francis Lynde Stetson
Wm Nelson Cromwell
Victor Morawetz

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

I, William H. Clarkson, a Commissioner of D
in the State of New York, duly appointed by the Governor
each of the following States - to wit, the State of Wisconsin, th

nesota, North Dakota, Montana, Idaho, Washington and Oregon for said
States respectively, and a Notary Public for the said City and County of New York
duly appointed by the Governor of the State of New York, do hereby certify
that Alfred L. Cary, whose name is signed to the foregoing indenture hereto
annexed, bearing date on the eighteenth day of August, 1896, as Special Master
with whom I am personally acquainted, and who is to me personally
known to be the grantor and bargainor therein named, and to be the individ
ual and identical person of that name described in and who executed
and whose name is subscribed to the within and foregoing instrument,
and known to me to be Special Master as therein described, personally
appeared before me at my office in said County and ____ aforesaid, and then and there, being informed of the contents of the
said indenture, he did on this eighteenth day of August, 1896 acknowledge
the due execution of the within and foregoing indenture on the day the
same bears date, and, further, did acknowledge that he had voluntar
ily executed, signed, sealed and delivered the said indenture as his free and
voluntary act and deed as Special Master as aforesaid for the uses
and purposes therein mentioned and contained.

In Witness Whereof, I have hereunto set my hand and seal of office as
Commissioner of Deeds in and for the several States of Wisconsin,
Minnesota, North Dakota, Montana, Idaho, Washington and Oregon, and
also as Notary Public in and for the City and County of New York, in
the State of New York, at my office in said city of New York, this eighteenth
day of August, 1896.

William H. Clarkson
Commissioner for the State of Wisconsin in New York. (Seal)
William H. Clarkson
Commissioner for the State of Minnesota in New York. (Seal)
William H. Clarkson
Commissioner for the State of North Dakota in New York. (Seal)
William H. Clarkson
Commissioner for the State of Montana in New York (Seal)
William H. Clarkson
Commissioner for the State of Idaho in New York. (Seal)
William H. Clarkson
Commissioner for the State of Washington in New York (Seal)
residing in New York City
William H. Clarkson
Commissioner for the State of Oregon in New York (Seal)
William H. Clarkson
Notary Public for the City and County of New York (Seal)
in the State of New York.

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

I, Henry D. Purroy, Clerk of the City and County of New York and also Clerk of the Supreme Court for the said City and County, the same being a court of record, do hereby certify that William H. Beam, whose name is subscribed to the certificate of proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof and acknowledgment, a Notary Public in and for the City and County of New York, duly commissioned and sworn and duly authorized to take the acknowledgments and proofs of deeds or conveyances for lands, tenements and hereditaments in the State of New York. And, further, That I am well acquainted with the handwriting of such Notary, and verily believe that the signature to said certificate of proof or acknowledgment is genuine.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 19th day of August, 1896.

Henry D. Purroy
Clerk.

(Seal)

State of Wisconsin } ss.
Department of State }

Received this 14th day of December A.D. 1896 at 9 o'clock A.M. and recorded in Vol 11 of Railroad Mortgages and Trust Deeds on pages 1 - 20.

H. C. Vanderpoel
Assistant Secretary of State.

Grand Land Deed

Alfred L. Lary, as Special Master.

To

Northern Pacific Railway Company.

Dated August 19, 1896.

This Indenture, Made the eighteenth day of August, in the year one thousand eight hundred and ninety-six, between, Alfred L. Lary, as Special Master, duly appointed as such by the Circuit Court of the United States for the Eastern District of Wisconsin, in the consolidated cause in equity, and by the Circuit Courts of the United States in other districts in causes ancillary thereto as hereinafter mentioned, party of the first part, and Northern Pacific Railway Company, a railroad corporation organized and existing under the laws of the State of Wisconsin, party of the second part:

Whereas, At the January Term, A. D. 1896, of the Circuit Court of the United States for the Eastern District of Wisconsin to wit, on the 24th day of April, A. D. 1896, in a certain consolidated cause in equity pending therein, wherein The Farmers' Loan and Trust Company is complainant, and the Northern Pacific Railroad Company, Philip Kinston, George A. Sheldon, William B. P. Prentice, William C. Sheldon, Jr., surviving partners of the firm of William C. Sheldon and Company, and others are defendants, it was, among other things, ordered, adjudged and decreed by said Court (1) That the sale of the railroads, property and franchises mentioned and described in said decree should be made by Alfred L. Lary, Esq., who was thereby appointed Special Master, to make, direct and conduct the said sale and to execute and deliver deeds of conveyance of the property to be sold to the purchaser or purchasers thereof upon the order confirming such sale, and upon payment or settlement of the purchase price bid, as in said decree provided; and (2) That all the mortgaged lands mentioned and described in said decree granted by Congress to aid in the construction and equipment of the railroads of said defendant Northern Pacific Railroad Company, and all rights of said Northern Pacific Railroad Company under such grants, except as to lands situated in the State of Minnesota and in the State of North Dakota, east of the Missouri River should be sold subject to three several mortgages executed by the said Northern Pacific Railroad Company, two dated respectively May 1st 1879, and September 1st, 1879, to said Farmers Loan and Trust Company as Trustee, and one dated January 1st, 1881, to the Central Trust Company of New York, as Trustee, so far as they attach thereto, and which sale or sales should be at public auction to the highest and best bidders in such parcels, upon such terms, and at such time or times, and

at such place or places as the Court thereafter might direct;

And Whereas, At said term, to wit, on the 28th day of April, 1896, said Court entered a supplemental decree in said cause, whereby it ordered, adjudged and decreed, among other things, (1) That unless the defendant Northern Pacific Railroad Company should make all the payments directed in article Twenty of said original decree and within the time therein limited, all the lands granted by Congress to aid in the construction and equipment of the railroad of the said defendant Northern Pacific Railroad Company, and all rights of said Northern Pacific Railroad Company under the several land grants made to it by Congress, except as to such of said lands as lie within the State of Minnesota and within the State of North Dakota east of the Missouri River, should be sold at public sale by the Special Master appointed to make such sale under said original decree of April, 1896; (2) That all of said lands within the State of Wisconsin, the State of North Dakota (except such as lie east of the Missouri River in said State), the State of Montana, the State of Idaho, the State of Washington and the State of Oregon, for which letters patent had issued to said defendant, the Northern Pacific Railroad Company, and the right to receive lands for which letters patent had not issued, but which had been selected by and certified to said Company, should be sold in single sections or subdivisions thereof, at the several places in said States respectively, in said decree designated; (3) That all lands within the said States respectively (except such in the State of North Dakota as lie east of the Missouri River), for which patents had not issued, and which had not been selected by and certified to said Company, but to which said Northern Pacific Railroad Company was entitled under said grants of Congress, and all rights of said Northern Pacific Railroad Company to receive from the United States any lands within said States respectively which had not been certified or patented to said Railroad Company (except such in the State of North Dakota as lie east of the Missouri River), whether under the grant expressed in the Act of Congress of July, 1864, or under any subsequent grant, by way of indemnity or otherwise to said Company, together with all its right, title, interest, claim in and to any such lands, and all its rights to receive from the United States patents therefor, and also all mineral and other reservations and exceptions of every nature and description contained in any conveyance or contract in respect of lands within said States respectively (except such in the State of North Dakota as lie east of the Missouri River), at any time made by said Railroad Company or its Receivers or otherwise, and

all rights, benefits, equity of redemption, title, interest or claim of said Railroad Company thereunder and in and to all lands granted to it by the Congress of the United States within said States respectively (except such in the State of North Dakota as lie east of the Missouri River), and which might not be included in the sale under said decrees under the foregoing description of lands for which letters patent had issued to said Railroad Company, and the right to receive lands for which letters patent had not issued, but which had been selected by and certified to said Company, should be sold in one parcel as to all such lands and rights in respect of lands within the State of Wisconsin; in one parcel as to all such lands and rights in respect of lands within the State of North Dakota; in one parcel as to all such lands and rights in respect of lands within the State of Montana; in one parcel as to all such lands and rights in respect of lands within the State of Idaho; in one parcel as to all such lands and rights in respect of lands within the State of Washington; in one parcel as to all such lands and rights in respect of lands within the State of Oregon; at the several places in said States, respectively, in said decrees designated; (4) That such sales should respectively be made upon a day or days to be fixed by said Special Master, and notice of the time and place of sale, describing briefly the property and rights to be sold and referring to said original and supplemental decrees entered in said cause, respectively, on the 21st and 28th days of April, 1896, should be published as follows: Sixty days' previous notice of the time and place of the sale of the patented and certified lands, and of the said unpatented and uncertified lands and rights in respect of lands within the said States respectively, should be given by the Special Master

by publishing the same once at least sixty days preceding the day of sale, and also at least once in each week, beginning on any day of the week, for the term of six successive weeks preceding the day of sale in newspapers published, printed, regularly issued and having a general circulation in the places in said States, respectively, in said decrees designated; ——

And, Whereas, On the first day of June, 1896, said Court entered an order in said cause, wherein, among other things, it approved the notice of sale hereinafter referred to as a sufficient compliance with the terms of said decree; ——

And, Whereas, certain decrees and orders ancillary to those above mentioned and of like character, free and effect, were entered in like causes pending between the same parties in the Circuit Courts of the United States for the following districts and on the following dates- viz; April 29th, 1896, in the District of Minnesota; May 1st, 1896, in the District of Montana; May 2nd, 1896, in the District of North Dakota and in the District of Washington; May 4th, 1896, in the Western District of Wisconsin, in the District of Idaho, and in the District of Oregon; and on May 12th, 1896, in the Northern District of Illinois and in the Southern District of New York. ——

And, Whereas, The said party of the first part, in pursuance of the said decrees and notices of sale, did, at the places specified in said decrees- to wit, at the County Court House at the City of Superior, Douglas County, in said State of Wisconsin; at the County Court House in Aberdeen, Morton County, in said State of North Dakota; at the County Court House in Missoula, Missoula County, in said State of Montana; at the County Court House, in Rathdrum, Kootenai County, in said State of Idaho; at the County Court House in Seattle, King County, in the State of Washington, and at the County Court House in Portland, Multnomah County, in said State of Oregon, and at the respective times specified in said notices of sale- offer at public sale all the lands within the said States respectively (except such in the State of North Dakota as lie east of the Missouri River), granted by Congress to aid in the construction and equipment of the railroads of said defendant Northern Pacific Railroad Company, and all rights of said Northern Pacific Railroad Company under the several land grants made to it by Congress within the said States respectively (except as to such lands in the State of North Dakota as lies east of the Missouri River), due notice of the time and place of sale in each of said States having been given in the manner required by law and the said decrees and orders complied with in all things touching and relating to the said sales; ——

And, Whereas, At such sales all of said lands within said States (except such in the State of North Dakota as lie east of the Missouri River), for which letters patent had issued to said defendant Northern Pacific Railroad Company, and the right to receive lands for which letters patent had not issued, but which had been selected by and certified to said Company, were offered and sold in single sections or subdivisions thereof, and were struck off to the said party of the second part for the respective sums set forth in the schedules respectively marked A of the reports of such sales made by said party of the first part, and hereinafter referred to, such sums being the highest sums bidden respectively therefor; ——

And, Whereas, At such sales all of said lands within said States (except such in the State of North Dakota as lie east of the Missouri River), for which patents had not issued and which had not been selected by and certified to said Company, but to which said Northern Pacific Railroad Company was entitled under said grants of Congress, and all rights of said Northern Pacific Railroad Company to receive from the United States any lands within said States (except such in the State of North Dakota as lie east of the Missouri River), which had not been certified or patented to said Railroad Company, whether under the grant expressed in the Act of Congress of July 2nd, 1864, or under any subsequent grant by way of indemnity or otherwise to said Company, together with all the right, title interest and claim in or to any such lands and all its rights to receive from the United States patents therefor, and also all mineral and other reservations and exceptions of every nature and description contained in any conveyance or contract in respect of lands within said States (except such in the State of North Dakota as lie east of the Missouri River), at any time made by said Railroad Company, or its Receivers, or otherwise and all rights, benefits, equity of redemption, title, interest or claim of said Railroad Company thereunder, and in and to all lands granted to it by the Congress of the United States within said States (except such in the State of North Dakota as lie east of the Missouri River), and which might not be included in the sales under said decrees under the preceding description of lands for which letters patent had issued to said Railroad Company, and the right to receive lands for which letters patent had not issued, but which had been selected by and certified to said Company, whether or not such lands were then held by or had been theretofore sold or contracted to be sold by said

Railroad Company or such Receiver, or more claimed to have been sold under judicial proceedings or for non-payment of taxes, or for any cause whatever, and whether or not the same stood in the name of said Railroad Company; it having been the intention to include every possible right, Title and interest of said Railroad Company in and to any of the lands within said State (except such in the State of North Dakota as lie east of the Missouri River), owned by any grant to said Railroad Company by the Congress of the United States, and which might not be included in the sale under said decrees under the preceding description of lands for which Letters Patent had issued to said Railroad Company, and the right to receive lands for which Letters Patent had not issued but which had been selected by and entitled to said Company, were offered and sold in one parcel, in respect of each said State as aforesaid and were struck off to said party of the second part for the respective sums set forth in the Schedules respectively marked "C" of the reports of such sales made by said party of the first part and herein after referred to, such sums being the highest sums bidden respectively therefor; _____

And, Whereas, All of the property included in and covered by the sales hereinbefore mentioned was at such sales sold subject to a certain mortgage or deed of trust, dated January 1st, 1891, known as the General First Mortgage of said Northern Pacific Railroad Company, and granted by it to the Central Trust Company of New York, as Trustee, and subject, also, as to the portions of said property covered thereby, to the lien of the two certain other mortgages or deeds of Trust dated May 1st, 1879, and September 1, 1879, respectively, granted by said Northern Pacific Railroad Company to the Farmers Loan and Trust Company as Trustee; _____

And Whereas, said party of the first part, as such Special Master, did duly make the reports of the said sales to and file the same with the said Circuit Court of the United States for the Eastern District of Wisconsin on the eighth day of August, 1896, and, also, to and with the said other Circuit Courts of the United States hereinbefore mentioned, which said reports and the sales therein reported came upon due notice to all parties duly entered by the orders of said Circuit Courts respectively entered on the following dates - viz: in the Eastern District of Wisconsin on the eighth day of August, 1896, and in the District of North Dakota on the twenty-ninth day of July 1896; in the District of Montana on the first day of August, 1896; in the District of Idaho on the 3d day of August, 1896; in the District of Washington on the 3d day of August, 1896; in the District of Oregon on the 4th day of August, 1896; and in the Western District of Wisconsin on the 17th day of August, 1896. _____

And, Whereas, by and by the said orders of confirmation the said Special Master was ordered to execute and deliver to the said party of the second part good and sufficient deed or deeds of conveyance of all and singular the property and premises of every kind and description so sold as aforesaid pursuant to the terms and conditions of such sale, and that such conveyance of the property and premises should be void and effectual forever, and that, upon the due execution and delivery of said deed or deeds, possession of the said premises and every part thereof, thereby conveyed or intended so to be, should be surrendered and delivered to the said grantee party of the second part; _____

And, Whereas, said party of the second part has complied with all the requirements of law of each and every of the States of Wisconsin, Minnesota, North Dakota, Montana, Idaho, Washington and Oregon, which are the only States of the United States in which any part of the real property embraced in and sold under said decrees is located, so as to enable it to hold real and personal property in every such State, and is also the owner and holder of bonds of the Northern Pacific Railroad Company secured by the several mortgages mentioned in said decrees, and upon which said decrees are based, to the respective amounts stated in said Special Master's said reports of sale; _____

And, Whereas, said party of the second part has fulfilled all the terms of purchase and made full payment of such bids as provided by such decrees, and this indenture and the form thereof has been authorized by the said Courts; _____

Now, Therefore, this Indenture Witnesseth, That said Alfred L. Lacy as such Special Master, party of the first part to these presents in order to carry into effect the sales made by him as aforesaid to the party of the second part in pursuance of the said decrees and in conformity to law, and in consideration of the premises and of the prices and sums so bidden as aforesaid by the said party of the second part and by it to him paid, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, assigned, aliened, released, enfeoffed and confirmed, and by these presents doth grant, bargain, sell, assign, alien, release, enfeoff and confirm, unto the said Northern Pacific Railway Company, party of the second part hereto and to its successors and assigns forever, the

following described property embraced and included in said decree and therein and thereby authorized and directed to be sold, viz: ——
All lands within the said State of Wisconsin, the said State of North Dakota (except such as lie east of the Missouri River in said State), the said State of Montana, the said State of Idaho, the said State of Washington, and the said State of Oregon, granted by the Congress of the United States to aid in the construction and equipment of the railroads of the Northern Pacific Railroad Company, for which letters patent have issued to said Railroad Company and the right of said Railroad Company to receive lands within said States respectively (except such in the State of North Dakota as lie east of the Missouri River), under said grants of Congress for which letters patent have not issued, but which have been selected by and certified to said Company being all the lands and rights in respect of lands particularly described and set forth in the said schedules respectively marked "C" annexed to and forming part of said Special Masters reports to the said honorable Courts of the United States, and filed in the offices of the Clerks of said Courts as aforesaid, together with all the right, title, interest, benefit, claim and demand of said Northern Pacific Railroad Company and the Receivers thereof in, to, under or by reason of the certain contracts made by said Company or Receivers for the sale of certain of said lands designated upon said schedule by a specific number, as to the portions of said lands covered thereby, and all moneys due and to grow due thereunder. ——

——Also all lands within the said States of Wisconsin, North Dakota (except such as lie east of the Missouri River in said State), Montana, Idaho, Washington and Oregon, granted by the Congress of the United States to aid in the construction and equipment of the railroads of the Northern Pacific Railroad Company, for which patents have not issued and which have not been selected by and certified to said Railroad Company, but to which said Railroad Company is entitled under said grants of Congress, and all rights of said Railroad Company to receive from the United States any lands within said States (except such in the State of North Dakota as lie east of the Missouri River), which have not been certified or patented to said Railroad Company whether under the grants expressed in the Acts of Congress of July 2, 1864, or under any subsequent grants by way of indemnity or otherwise to said Railroad Company, together with all the right, title, interest and claim

in and to any such lands, and all its rights to receive from the United States patents therefor; and together with all the right, title, interest, benefit, claim and demand of said Northern Pacific Railroad Company and the Receivers thereof in, to, under or by reason of any contracts made by said Company or Receivers for the sale of any of said lands, as to the portions of said lands covered thereby, and all moneys due and to grow due thereunder; and also all mineral and other reservations and exceptions of every nature and description contained in any conveyance or contract in respect of lands within said States (except such in the State of North Dakota as lie east of the Missouri River), at any time made by said Railroad Company or its Receivers, or thereon, and all rights, benefits, equity of redemption, title, interest or claim of said Railroad Company thereunder and in and to all lands granted to it by the Congress of the United States within said States (except such in the State of North Dakota as lie east of the Missouri River), and which may not be included in the sales under and decrees under the preceding description of lands for which letters patent have issued to said Railroad Company, and which may not be included in the sales under and decrees under the preceding description of lands for which letters patent have issued to said Railroad Company, and the right to receive lands for which letters patent have not issued, but which have been selected by and certified to said Company. ——

To Have and To Hold All and singular the above-mentioned and described property and premises hereby conveyed or intended so to be, unto the said party of the second part, its successors and assigns, to its and their own proper use, benefit and behoof forever;

And said Company does certain mortgage or deed of trust, dated January 1st, 1881, known as the General First Mortgage of said Northern Pacific Railroad Company, and executed by it to the

following described property embraced and included in said decree and therein and thereby ordered and directed to be sold, viz: ——

All lands within the said State of Wisconsin, the said State of North Dakota (except such as lie east of the Missouri River in said State), the said State of Montana, the said State of Idaho, the said State of Washington, and the said State of Oregon, granted by the Congress of the United States to aid in the construction and equipment of the railroads of the Northern Pacific Railroad Company, for which letters patent have issued to said Railroad Company and the right of said Railroad Company to receive lands within said States respectively (except such in the State of North Dakota as lie east of the Missouri River), under said grants of Congress for which letters patent have not issued, but which have been selected by and certified to said Company being all the lands and rights in respect of lands particularly described and set forth in the said schedules respectively marked "A" annexed to and forming part of said Special Master's reports to the said Circuit Courts of the United States, and filed in the offices of the Clerks of said Courts as aforesaid, together with all the right, title, interest, benefit, claim and demand of said Northern Pacific Railroad Company and the Receivers thereof in, to, under or by reason of the certain contracts made by said Company or Receivers for the sale of certain of said lands designated upon said schedule by a specific number, as to the portions of said lands covered thereby, and all moneys due and to grow due thereunder. ——

——Also all lands within the said States of Wisconsin, North Dakota (except such as lie east of the Missouri River in said State), Montana, Idaho, Washington and Oregon, granted by the Congress of the United States to aid in the construction and equipment of the railroads of the Northern Pacific Railroad Company, for which patents have not issued and which have been selected by and certified to said Railroad Company, but to which said Railroad Company is entitled under said grants of Congress, and all rights of said Railroad Company to receive from the United States any lands within said States (except such in the State of North Dakota as lie east of the Missouri River), which have not been certified or patented to said Railroad Company whether under the grants expressed in the Acts of Congress of July 2, 1864, or under any subsequent grants by way of indemnity or otherwise to said Railroad Company, together with all the right, title, interest and claim

in and to any such lands, and all its rights to receive from the United States patents therefor; and together with all the right, title, interest, benefit, claim and demand of said Northern Pacific Railroad Company and the Receivers thereof in, to, under or by reason of any contracts made by said Company or Receivers for the sale of any of said lands, as to the portions of said lands covered thereby, and all moneys due and to grow due thereunder; and also all mineral and other reservations and exceptions of every nature and description contained in any conveyance or contract in respect of lands within said States (except such in the State of North Dakota as lie east of the Missouri River), at any time made by said Railroad Company or its Receivers, or Trustees, and all rights, (except a equity of redemption, Title, interest or claim of said Railroad Company thereunder and in and to all lands granted to it by the Congress of the United States within said States (except such in the State of North Dakota as lie east of the Missouri River), and which may not be included in the sales under and decrees under the preceding description of lands for which letters patent have issued to said Railroad Company, and the right to receive lands for which letters patent have not issued, but which have been selected by and certified to said Company, whether or not such lands are now held by or have heretofore been sold, or contracted to be sold by said Railroad Company or such Receivers or are claimed to have been sold under judicial proceedings or for non-payment of taxes, or for any cause whatever, and whether or not the same stand in the name of said Railroad Company; it being the intention to include every possible right, Title and interest of said Railroad Company in and to any of the lands within said States (except such in the State of North Dakota as lie east of the Missouri River) owned by any grant to said Railroad Company by the Congress of the United States, and which may not be included in the sales under and decrees under the preceding description of lands for which letters patent have issued to said Railroad Company, and the right to receive lands for which letters patent have not issued, but which have been selected by and certified to said Company. ——

To Have and To Hold All and singular the above mentioned and described property and premises hereby conveyed or intended so to be, unto the said party of the second part, its successors and assigns, to its and their own proper use, benefit and behoof forever; subject, however, to a certain mortgage or deed of trust, dated January 1st, 1881, known as the General First Mortgage of said Northern Pacific Railroad Company, and created by it to the

Central Trust Company of New York, as Trustee, and subject, also, as to the portions of said property and rights covered thereby, to the lien of two certain other mortgages or deeds of Trust, dated May 1st, 1879, and September 1st, 1879, respectively, executed by said Northern Pacific Railroad Company to The Farmers Loan and Trust Company, as Trustee.

In order to facilitate the recording hereof, ten originals of this deed have been executed, acknowledged and delivered by the party of the first part, all to any one or more of which many be needed, and each of which, when executed, acknowledged and delivered shall be deemed an original, and all collectively but one instrument.

In Witness Whereof, The said Alfred S. Ivory, as such Special Master, party of the first part, has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in presence of
Francis Lynde Stetson
Wm Nelson Cromwell
Victor Morawetz

Alfd S. Ivory
As Special Master

[S.S.]

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

I, William H. Hankson, a Commissioner of Deeds in the State of New York, duly appointed by the Governor of such of the following States, to wit, the States of Wisconsin, Minnesota, North Dakota, Montana, Idaho, Washington and Oregon, for said States respectively, and a Notary Public for the said city and county of New York, duly appointed by the Governor of the State of New York, do hereby certify that Alfred S. Ivory, whose name is signed to the foregoing indenture hereto annexed, bearing date on the eighteenth day of August, 1896, as Special Master, with whom I am personally acquainted and who is to me personally known to be the grantor and bargainor therein named, and to be the individual and identical person of that name described in and who executed and whose name is subscribed to the within and foregoing instrument, and known to me to be Special Master as therein described, personally appeared before me at my office in said county and corporation aforesaid, and, then and there being informed of the contents of the said indenture, he did on this eighteenth day of August, 1896, acknowledge the due execution of the within and foregoing indenture on the day the same bears date, and, further, did acknowledge that he had authorizedly executed, signed, sealed and delivered the said

indenture as his free and voluntary act and deed as Special Master as aforesaid, for the uses and purposes therein mentioned and contained.

In Witness Whereof, I have hereunto set my hand and seals of offices Commissioner of Deeds in and for the several States of Wisconsin, Minnesota, North Dakota, Montana, Idaho, Washington and Oregon and also as Notary Public in and for the city and county of New York in the State of New York, at my office in said city of New York this eighteenth day of August, 1896.

William H. Hankson [Seal]
Commissioner for the State of Wisconsin in New York.
William H. Hankson [Seal]
Commissioner for the State of Minnesota in New York
William H. Hankson [Seal]
Commissioner for the State of North Dakota in New York
William H. Hankson [Seal]
Commissioner for the State of Montana in New York.
William H. Hankson [Seal]
Commissioner for the State of Idaho in New York
William H. Hankson [Seal]
Commissioner for the State of Washington in New York residing in New York City.
William H. Hankson [Seal]
Commissioner for the State of Oregon in New York.
William H. Hankson [Seal]
Notary Public for the City and County of New York in the State of New York.

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

I, Henry D. Purroy, Clerk of the city and county of New York and also Clerk of the Supreme Court for the said city and county the same being a court of record, do hereby certify that William H. Hankson, whose name is subscribed to the certificate of proof or acknowledgment of the annexed instrument and thereon written was, at the time of taking such proof or acknowledgment, a Notary Public in and for the city and county of New York, duly commissioned and sworn and duly authorized to take the acknowledgments and proofs of deeds or conveyances for lands, tenements or hereditaments in the State of New York. And, further, That I am well acquainted with the handwriting of such Notary, and verily believe that the signature to said certificate of proof or acknowledgment is genuine.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the

Seal

said court this twenty the 12th day of August, 1896.

Henry D. Barry.
Clerk.

State of Wisconsin } ss
Department of State }

Received this 14th day of December A. D. 1896, at 9 o'clock A. M. and recorded in Vol 11 of Railroad Mortgages and Trust Deeds on pages 21-32.

H. E. Sanderson
Assistant Secretary of State.

Railroad and Land Deed.

Northern Pacific Railroad Company

to

Northern Pacific Railway Company

Dated October 1st, 1896.

This Indenture made this fifteenth day of October, in the year one thousand eight hundred and ninety six, between Northern Pacific Railroad Company a corporation created by an act of Congress of the United States, as hereinafter described, party of the first part, and Northern Pacific Railway Company, a corporation created by and existing under the laws of the State of Wisconsin, party of the second part.

Whereas, the Northern Pacific Railroad Company, a corporation created by an Act of Congress of the United States, approved July 2d, 1864, entitled "An Act granting lands to aid in the construction of a Railroad and Telegraph line from Lake Superior to Puget Sound, on the Pacific coast, by the Northern Route", by Joint Resolution of Congress, approved March 1st, 1869, was authorized to issue its bonds and secure the same by mortgage upon its railroad and Telegraph line for the purpose of raising funds, with which to construct said railroad and Telegraph line between Lake Superior and Puget Sound, and also upon its branch to a point at or near Portland, Oregon, and by a Joint Resolution of Congress, approved May 7th, 1870, was authorized to issue its bonds to aid in the construction and equipment of its road and to secure the same by mortgage on its property and rights of property of all kinds and description, real, personal and mixed, including its franchises as a corporation; and

Whereas, said Northern Pacific Railroad Company, for the purposes authorized by said Joint Resolutions, executed to the Farmers Loan and Trust Company, as Trustee, its two certain mortgages as follows:

(a) A certain mortgage dated May 1st, 1879, known as its Missouri Division Mortgage, to secure an issue of its bonds of which there were outstanding on January 1st, 1896, bonds to the aggregate amount of $1,913,500 of principal.

(b) A certain mortgage dated September 1st, 1879, known as its Red River Division Mortgage, to secure an issue of its bonds, of which there were outstanding on January 1st, 1896, bonds to the aggregate amount of $351,000 of principal; and

Whereas, said Northern Pacific Railroad Company, for the purposes authorized by said Joint Resolutions, thereafter executed its four certain mortgages as follows, viz:

(1) A Mortgage dated January 1st, 1881, to the Central Trust Company of New York, as Trustee, known as the General First Mortgage of said Company, under which mortgage said Company issued and there were outstanding on January 1st, 1896, the bonds of said Company known as its General First Mortgage Bonds to the aggregate amount of $41,879,000 of principal

(2) A mortgage dated November 20th, 1883, to The Farmers Loan and Trust Company, as trustee, known as the General Second Mortgage of said Company, under which mortgage said Company issued and there were outstanding at the date of the deeds hereinafter mentioned the bonds of said Company known as its General Second Mortgage bonds to the aggregate amount of $19,216,000 of principal, besides the interest thereon;

(3) A certain mortgage dated December 1st, 1887, to The Farmers Loan and Trust Company, as trustee, known as the General Third Mortgage of said Company, under which mortgage said Company issued and there were outstanding at the date of the deeds hereinafter mentioned the bonds of said Company known as its General Third Mortgage bonds to the aggregate amount of $11,461,000 of principal, besides the interest thereon; and

(4) A certain mortgage dated December 2d, 1889, to The Farmers Loan and Trust Company, as Trustee, known as the Consolidated Mortgage of said Company, under which mortgage said Company issued and there were outstanding at the date of the deeds hereinafter mentioned, the bonds of said Company known as its Consolidated Mortgage Bonds to the aggregate amount of $62,443,000

of principal, besides the interest thereon;
All of which mortgages were duly filed and recorded in the office of the Secretary of the Interior; and

Whereas, said Northern Pacific Railroad Company is guilty of default in the payment of the interest which became due on the bonds secured by said General Second Mortgage, said General Third Mortgage and said Consolidated Mortgage, and the principal of the said bonds having been declared due in accordance with the provisions of said bonds and of said mortgages, such proceedings were had in a certain consolidated cause pending in the Circuit Court of the United States for the Eastern District of Wisconsin wherein The Farmers Loan and Trust Company was complainant, and said Northern Pacific Railroad Company and others were defendants to, that a certain decree of foreclosure and sale was, on the 27th day of April, 1896, entered in said Court, wherein and whereby it was adjudged and decreed that said Northern Pacific Railroad Company pay or cause to be paid within ten days after the date of said decree certain amounts therein found to be due under said General Second Mortgage, said General Third Mortgage and said Consolidated Mortgage respectively, and that in default of such payment by said defendant the Northern Pacific Railroad Company, or by any one claiming under it, or by any one for its account the mortgaged premises, property and franchises should be sold as provided in said decree; and

Whereas, Neither the said Northern Pacific Railroad Company, nor any one claiming under it, nor any one for its account, made payment of the said sums or any part thereof within ten days after the entry of said decree or at any time since; and

Whereas, At said Term - to-wit - on the 28th day of April, 1896 said Court entered a supplemental decree in said cause, whereby it ordered, adjudged and decreed, among other things (1) That unless the defendant Northern Pacific Railroad Company should make all the payments directed in Article XX. of said original decree and within the time therein limited all the lands granted by Congress to aid in the construction and equipment of the railroad of said defendant Northern Pacific Railroad Company, and all rights of said Northern Pacific Railroad Company under the several land grants made to it by Congress, except as to such of said lands as lie within the State of Minnesota and within the State of North Dakota east of the Missouri River,

should be sold at public sale by the Special Master appointed to make such sale under said original decree of April 27th, 1896; (2) That all of said lands within the State of Wisconsin, the State of North Dakota (except such as lie east of the Missouri River), the State of Montana, the State of Idaho, the State of Washington and the State of Oregon, for which Letters Patent had issued to said defendant the Northern Pacific Railroad Company, and the right to receive lands for which Letters Patent had not issued, but which had been selected by and certified to said Company, should be sold in single sections or subdivisions thereof, at the several places in said States respectively in said decree designated; (3) That all lands within the said States respectively (except such in the State of North Dakota as lie east of the Missouri River), for which patents had not issued, and which had not been selected by and certified to said Company, but to which said Northern Pacific Railroad Company was entitled under said grants of Congress, and all rights of said Northern Pacific Railroad Company to receive from the United States any lands within said States respectively which has not been certified or patented to said Railroad Company (except such in the State of North Dakota as lie east of the Missouri River), whether under the grant expressed in the Act of Congress of July 2, 1864, or under any subsequent grant, by way of indemnity or otherwise to said Company, together with all its right, title, interest and claim in and to any such lands, and all its rights to receive from the United States patents therefor, and also all mineral and other reservations and exceptions of every nature and description contained in any conveyance or contract in respect of lands within said States respectively (except such in the State of North Dakota as lie east of the Missouri River), at any time made by said Railroad Company or its Receivers, or otherwise, and all rights, benefits, equity of redemption, title, interest or claim of said Railroad Company thereunder and in and to all lands granted to it by the Congress of the United States within said States respectively (except such in the State of North Dakota as lie east of the Missouri River), and which might not be included in the sale under said decrees under the foregoing description of lands for which Letters Patent had issued to said Railroad Company, and the right to receive lands for which Letters Patent had not issued, but which had been selected by and certified to said Company, whether or not such lands were then held by or had been theretofore sold or contracted

to be sold by said Railroad Company or such Receivers, or were claimed to have been sold under judicial proceedings or for non-payment of Taxes, or for any cause whatever, and whether or not the same stood in the name of said Railroad Company; it being the intention to include every possible right, title and interest of said Railroad Company in and to any of the lands within said States respectively except such as in the State of North Dakota as the east of the Missouri River, granted by any grant to said Railroad Company by the Congress of the United States, and which might not be included in the sale under said decrees under the foregoing descriptions of lands for which Letters Patent had issued to said Railroad Company, and the right to receive lands for which Letters Patent had not issued, but which had been selected by and certified to said Company, should be sold in one parcel as to all such lands and rights in respect of lands within the State of Wisconsin; in one parcel as to all such lands and rights in respect of lands within the State of North Dakota; in one parcel as to all such lands and rights in respect of lands within the State of Montana; in one parcel as to all such lands and rights in respect of lands within the State of Idaho; in one parcel as to all such lands and rights in respect of lands within the State of Washington, in one parcel as to all such lands and rights in respect of lands within the State of Oregon, at the several places in said States, respectively, in said decrees designated: (4) That such sales should respectively be made upon a day or days to be fixed by said Special Master, and notice of the time and place of sale, describing briefly the property and rights to be sold and referring to said original and supplemental decrees filed in said cause respectively, on the 27th and 28th days of April, 1896, should be published as follows: ———

Sixty days' previous notice of the time and place of the sale of the patented and certified lands, and of the said unpatented and uncertified lands and rights in respect of lands within the said States respectively, should be given by the Special Master by publishing the same once at least sixty days preceding the day of sale, and also at least once in each week, beginning on any day of the week, for the term of six successive weeks preceding the day of sale, in newspapers published, printed, regularly issued and having a general circulation in the places in said States, respectively in said decrees designated; and ———

Whereas, On the first day of June, 1896, said Court entered an order in said cause, wherein, among other things, it approved the notices of sale hereinafter referred to as a sufficient compliance with the terms of said decrees; and ———

Whereas, certain decrees and orders ancillary to those first above mentioned and of like character, free and effect, were entered in like causes pending between the same parties in the Circuit Courts of the United States for the following districts and on the following dates, viz: April 29, 1896, in the District of Minnesota; May 1st, 1896, in the District of Montana; May 2d, 1896, in the District of North Dakota and in the District of Washington; May 4th, 1896, in the Eastern District of Wisconsin, in the District of Idaho and the District of Oregon; and on May 12th, 1896, in the Northern District of Illinois and in the Southern District of New York, to which proceedings and the record thereof in each and every of said courts, including the Circuit Court of the United States for the Eastern District of Wisconsin reference is hereby made with the same free and effect as though such proceedings and record thereof and every part thereof were included in and made part of this decree; and ———

Whereas, In said cause pending in the Circuit Court of the United States for the Eastern District of Wisconsin and in said ancillary proceedings in said other Districts, Receivers of all the railroad, franchises and property of said Northern Pacific Railroad Company were appointed and said Receivers entered into the possession of said premises and are now in possession thereof; and

Whereas, Alfred L. Ivory was, in and by said decrees of the Circuit Court of the United States for the Eastern District of Wisconsin, and in and by decrees of the United States Circuit Courts in and for each of said other districts in said ancillary proceedings therein pending, appointed Special Master to make, direct and execute the sale of said mortgaged premises and to execute and deliver deeds of conveyance of the property to be sold to the purchaser thereof upon the entry of decrees confirming such sale thereof, and upon payment or settlement of the purchase price bid as in the decrees in said several proceedings provided; and ———

Whereas, The said Special Master, in pursuance of said decrees on the 25th day of July, 1896, at the place in said decrees specified to wit, upon the premises sold, at the passenger station of the said Northern Pacific Railroad Company in the City of Superior, in the State of Wisconsin did duly sell at public auction to the said Northern Pacific Railway Company, party of the second part hereto, the highest and best bidder at said sale, all and singular the premises hereinafter described, the same being

The First Parcel, the Second Parcel and the Third Parcel in said decree mentioned and directed to be sold, at and for the sums of $10,000,000 for the First Parcel; $2,000,000 for the Second Parcel, and $500,000 for the Third Parcel, due notice of the time and place of such sales having been given pursuant to said decree and according to law, and the said decree having been complied with in all things relating to the said sales; and

Whereas, The said Special Master, in pursuance of the said decree and notices of sale, did, at the places specified in said decree - to wit, at the County Court House at the City of Superior Douglas County, in said State of Wisconsin; at the County Court House in Mandan, Morton County, in said State of North Dakota; at the County Court House in Missoula, Missoula County, in said State of Montana; at the County Court House in Rathdrum, Kootenai County, in said State of Idaho; at the County Court House, in Seattle, King County, in the State of Washington and at the County Court House in Portland, Multnomah County, in said State of Oregon, and at the respective times specified in said notices of sales offer at public sale all the lands within the said States respectively (except such in the State of North Dakota as lie east of the Missouri River), granted by Congress to aid in the construction and equipment of the railroads of said defendant Northern Pacific Railroad Company, and all rights of said Northern Pacific Railroad Company under the several land grants made to it by Congress within the said States respectively (except as to such lands in the State of North Dakota as lie east of the Missouri River), due notice of the time and place of sale in each of said States having been given pursuant to said decree and orders and according to law, and the said decree having been complied with in all things touching and relating to the said sales; and

Whereas, At such sales all of said lands within said States (except such in the State of North Dakota as lie east of the Missouri River), for which letters patent had issued to said defendant Northern Pacific Railroad Company, and the right to receive lands for which letters patent had not issued, but which had been selected by and certified to said Company, were offered and sold in single sections or subdivisions thereof and were struck off to the said party of the second part for the respective sums set forth in the schedules respectively marked A - of the reports of such sales made by said Special Master, and hereinafter referred to, such sums being the highest sums bidden respectively therefor; and

Whereas, At such sales all of said lands within said States (except such in the State of North Dakota as lie east of the Missouri River), for which patents had not issued and which had not been selected by and certified to said Company, but to which said Northern Pacific Railroad Company was entitled under said grants of Congress, and all rights of said Northern Pacific Railroad Company to receive from the United States any lands within said States (except such in the State of North Dakota as lie east of the Missouri River), which had not been certified or patented to said Railroad Company, whether under the grant expressed in the Act of Congress of July 2d, 1864, or under any subsequent grant by way of indemnity or otherwise to said Company together with all the right, title, interest and claim in or to any such lands and all its rights to receive from the United States patents therefor, and also all mineral and other reservations and exceptions of every nature and description contained in any conveyance or contract in respect of lands within said States (except such in the State of North Dakota as lie east of the Missouri River) at any time made by said Railroad Company, or its Receivers, or otherwise, and all rights, benefits, equity of redemption, title, interest or claim of said Railroad Company thereunder, and in and to all lands granted to it by the Congress of the United States within said States (except such in the State of North Dakota as lie east of the Missouri River), and which might not be included in the sales under said decree under the preceding description of lands for which letters patent had issued to said Railroad Company, and the right to receive lands for which letters patent had not issued, but which had been selected by and certified to said Company, whether or not such lands were then held by or had been therefor sold or contracted to be sold by said Railroad Company or such Receivers, or were claimed to have been sold under judicial proceedings or for non-payment of taxes, or for any cause whatever, and whether or not the same stood in the name of said Railroad Company; it having been the intention to include every possible right, title and interest of said Railroad Company in and to any of the lands within said States (except such in the State of North Dakota as lie east of the Missouri River)

covered by any grant to said Railroad Company by the Congress of the United States, and which might not be included in the sale under said decree under the preceding description of lands for which Letters Patent had issued to said Railroad Company, and the right to receive lands for which Letters Patent had not issued, but which had been selected by and certified to said Company, were offered and sold in one parcel, in respect of each and State as aforesaid, and were struck off to said party of the second part for the respective sums set forth in the Schedules respectively marked "B", of the reports of said sales made by said Special Master and hereinafter referred to, such sums being the highest sums bidden respectively therefor; and

Whereas, All of the property included in and covered by the sales hereinbefore mentioned was at such sales sold subject to the said mortgage or deed of trust, dated January 1st, 1891, known as the General First Mortgage of said Northern Pacific Railroad Company, and executed by it to the Central Trust Company of New York, as Trustee, and subject, also, as to the portions of said property covered thereby, to the lien of the said two other mortgages or deeds of trust dated May 1st 1879, and September 1, 1879, respectively, executed by said Northern Pacific Railroad Company to the Farmers' Loan and Trust Company, as Trustee; and

Whereas, said Special Master did duly make his reports of the said sales to and file the same with the said District Court of the United States for the Eastern District of Wisconsin on the eighth day of August, 1896, and, also, to and with the said other District Courts of the United States hereinbefore mentioned, which said reports and the sales therein reported were, upon due notice to all parties, duly confirmed by the orders of said District Courts respectively entered on the following dates, viz: in the Eastern District of Wisconsin on the eighth day of August, 1896, and in the District of North Dakota on the twenty-ninth day of July, 1896; in the District of Montana on the first day of August 1896, in the District of Idaho on the third day of August, 1896; in the District of Washington on the third day of August, 1896; in the District of Oregon on the fourth day of August, 1896; in the Western District of Wisconsin on the seventeenth day of August 1896; in the Northern District of Illinois on the twenty-eighth day of July, 1896; and in the Southern District of New York

on the thirtieth day of July, 1896; and

Whereas, In and by said last-mentioned decrees confirming said sales the Special Master was ordered and directed to sign, seal, execute and deliver a deed or deeds of conveyance to said Northern Pacific Railway Company, party of the second part hereto, purchaser as aforesaid, conveying to it all and singular the railroad, franchises, docks, bonds and other property hereinafter described as provided in said decrees; and,

Whereas, Upon the 18th day of August, 1896, the said Alfred L. Lorry, as Special Master, did make execute and deliver to the said Northern Pacific Railway Company, party of the second part hereto, deeds dated and acknowledged that day, and in form approved by the District Court of the United States for the Eastern District of Wisconsin wherein and whereby the property described in and sold under said decrees was conveyed and confirmed to the said Northern Pacific Railway Company; and

Whereas, The Northern Pacific Railway Company, party of the second part hereto, has in all respects complied with the provisions of said last-mentioned decrees confirming said sales, and has delivered said bonds and deposited said cash as aforesaid; and has complied with all the provisions of law of each and every of the States of Wisconsin, Minnesota, North Dakota, Montana, Idaho Washington and Oregon, which are the only States of the United States in which any part of the real property embraced in and sold under said decree is located, so as to enable it to hold real and personal property in every such State; and

Whereas, In and by the said decrees of confirmation, it was further ordered, that by way of further assurance and confirmation of title to such purchasers, the said The Northern Pacific Railroad Company, mortgagor, and The Farmers' Loan and Trust Company, the mortgagee, each by its proper officers and under its corporate seal should, upon request of such purchaser the Northern Pacific Railway Company, sign, seal, execute, acknowledge and deliver to such purchaser, or to its successors and assigns, all proper deeds of conveyance, transfer, release and further assurance, of all the railroad, property and franchises, so as aforesaid sold under the decree of such court and embraced in the deed of the Special Master, as as fully and completely to transfer to and invest in the said purchaser and in its successors and assigns, the full, legal and equitable title to all such railroad, property and franchises, sold or intended to be sold, as aforesaid; and

Whereas, The Board of Directors of the Northern Pacific Railroad Company, party of the first part hereto, have duly resolved and directed

that this deed be made, executed and delivered by the said corporation to the said Northern Pacific Railway Company.

Now, Therefore This Indenture Witnesseth, That the said party of the first part hereto, pursuant to the authority and direction to it in said judgment or decree contained, as hereinabove recited, and also in pursuance of the resolution of its Board of Directors as aforesaid and also in the performance and completion of its obligations, as party to said three indentures of mortgage, and to the Farmers Loan and Trust Company of the city of New York, party of the second part thereto, to transfer to and to vest in the said Northern Pacific Railway Company, as the assignee of and successor to all rights of interest of both the parties to the said three indentures of mortgage in and to the property therein and thereby described and mortgaged; and, in consideration of the premises, and of one dollar to it in hand paid by the party of the second part, the receipt of which is hereby acknowledged, hath granted, bargained, sold, assigned, aliened, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, release, convey and confirm, unto the said Northern Pacific Railway Company, party of the second part hereto, and to its successors and assigns forever

All and singular the property, franchises and estate, whether real, personal or mixed, and wheresoever situate, embraced and included in the said judgments or decrees, and therein or thereby authorized and directed to be sold, and described in the said decrees dated August 19, 1896, from Alfred L. Barry, Special Master to Northern Pacific Railway Company, of which said property franchises and estate, real, personal or mixed, the following is a general description, that is to say:

All and singular the property, franchises and estate, whether real, personal or mixed, and wheresoever situate, embraced or included in the said several decrees, and therein and thereby authorized or directed to be sold as The First Parcel, the Second Parcel and the Third Parcel therein mentioned, the same being described as follows:

The First Parcel.

All and singular the railroad and telegraph line or lines of the defendant the Northern Pacific Railroad Company, as the same were constructed or being constructed at the date of the execution of the General Second Mortgage, namely on the 20th day of November, 1893, or as the same were thereafter constructed, viz: The main line from a point on Lake Superior in the State of Wisconsin, at or near the mouth of the Montreal River, which river forms, in part, the boundary between the States of Wisconsin and Michigan, to its terminus at Tacoma, on Puget Sound, in the Territory (now State) of Washington, via the valley of the Columbia River, and its branch from a point on said main line across the Cascade Mountains to Puget Sound, and all the lands, tenements and hereditaments acquired or appropriated for the purpose of a right of way for said main line and branch, and all the easements and appurtenances thereto belonging or in anywise appertaining, and all the railways, ways and rights of way, depot grounds, tracks, bridges, viaducts, culverts, fences and other structures, arches, docks, depots, station houses, engine houses, car houses, freight houses, wood houses, warehouses, machine shops, water tanks, turntables, superstructures, rectims and fixtures, whether held at the date of the execution of said General Second Mortgage or thereafter acquired for the use of said lines of railroad, or in connection therewith, or the business thereof; also all locomotives, tenders, cars, hand or push cars, and all other rolling stock or equipment, and all rails, ties, fastenings, switches, sidetracks and machinery, tools, implements, fuel, supplies and materials whatsoever, for or in respect of the constructing, operating, maintaining, repairing or replacing said lines of railroad or any part thereof, or necessary or convenient for use for the purposes thereof, whether held and owned at the date of the execution of said General Second Mortgage or thereafter acquired by said Northern Pacific Railroad Company together with all the equipments and appurtenances whatsoever thereunto belonging, whether then held or thereafter acquired, and all rights, privileges, immunities and franchises connected with or relating to said lines of railroad and line or lines of telegraph, or the construction, operation, maintenance, use or enjoyment thereof then held or thereafter acquired by the said railroad company; and all corporate and other franchises of any nature relating thereto, including the franchises of said railroad company to be a corporation; and all the income, earnings and profits of said Northern Pacific Railroad Company and main line and Cascade Branch; also all the estate, right, title and interest of said Northern Pacific Railroad Company in and to the lease of the St. Paul and Northern Pacific Railway, and in and to the railroad, properties and appurtenances and the terminal and other facilities therein mentioned and described or intended so to be, which said lease bears date the first day of June, one thousand eight hundred and eighty-three, and is recorded in the office of the Secretary of State of the State of Minnesota; also the undivided

one half of all that part of the St. Paul and Duluth Railroad which extends from its junction with the said main line of Railroad of the said Northern Pacific Railroad Company near Thompson, in the County of Carlton, to Duluth, in the State of Minnesota with the appurtenances thereto belonging, and all the rights, privileges, easements, property and rights of property thereto belonging, or used or intended to be used in connection therewith or for the purposes thereof; also all and singular the lands, premises and real estate situated and lying in the city of St. Paul, in the State of Minnesota, and in the said city of Duluth, which the said Northern Pacific Railroad Company owned at the date of the execution of said General Second Mortgage, or which thereafter is acquired for use in connection with or for the purposes of the said railroads, or any of them, or the business of the said Northern Pacific Railroad Company; and also all and singular all other property and rights of property of every kind and nature of the said Northern Pacific Railroad Company, owned by it at the date of the execution of said General Second Mortgage or thereafter acquired, wherever situated or however held for use in connection with or for the purposes of the said railroads, or any of them, or the business of said Northern Pacific Railroad Company, including all stocks and bonds in other companies owned by the defendant the Northern Pacific Railroad Company at the time of the appointment of Receivers in said suit under the bill of complaint filed by said complainant The Farmers Loan and Trust Company on October 19th, 1893. other than stocks and bonds pledged under the consolidated Mortgage or otherwise, and all the right, title and interest of said Northern Pacific Railroad Company in such pledged stocks and bonds, subject to the rights of the pledgees thereof.

Together with all and singular the hereditaments and appurtenances thereto belonging or in anywise appertaining.

Excepting, however, any portion of said premises which may have been released from the lien and operation of said General Second Mortgage under the powers reserved thereunder.

Subject, however, as to the portions of the above-described property owned thereby, to the lien of a mortgage or deed of trust, dated the first day of May, 1879, executed by the Northern Pacific Railroad Company to the complainant The Farmers Loan and Trust Company, as trustee, to secure an issue of forty-year six per cent. sinking fund bonds of said Northern Pacific Railroad Company to the amount of $2,500,000, under

which mortgage there were outstanding on January 1st, 1896, bonds to the aggregate amount of $1,915,500 of principal.

Subject, also, as to the portions of the above described property owned thereby, to a certain mortgage or deed of trust, dated the first day of September, 1879, executed by said Northern Pacific Railroad Company to The Farmers Loan and Trust Company, as Trustee, to secure an issue of forty-year six per cent. sinking fund bonds of said railroad company to the amount of $4,500,000, under which mortgage there were outstanding on January 1st, 1896, bonds to the aggregate amount of $3,571,000 of principal.

Subject, also, as to all the above described property to a certain mortgage or deed of trust, dated the first day of January, 1881, known as The General First Mortgage of said Northern Pacific Railroad Company, and executed by said Northern Pacific Railroad Company to The Central Trust Company of New York as Trustee, to secure an issue of six per cent. forty-year sinking fund gold bonds of said railroad company, to be issued at the rate of $25,000 per mile of said railroad and Cascade Branch, under which mortgage there were outstanding on January 1st, 1896, bonds to the aggregate amount of $41,979,000 of principal.

Subject, also, to the performance by the purchaser, or its successors or assigns, of all pending contracts in respect of said First Parcel lawfully made by the Receivers of the Northern Pacific Railroad Company before such sale thereof.

The Second Parcel.

(A) First Mortgage Bonds of other companies owned by the Farmers Loan and Trust Company as security for the consolidated Mortgage Bonds of said Northern Pacific Railroad Company in accordance with the provisions of the mortgage under which said bonds were issued as follows, to-wit;

Little Falls and Dakota Railroad Company	$1,757,000	
Less cancelled in Sinking Fund	179,571	
		$1,577,429
Northern Pacific, Fergus and Black Hills Railroad Company	$2,342,000	
Less cancelled in Sinking Fund	239,299	
		2,102,701
Duluth, Scandinavian and Northern Railroad Company		889,000
Fargo and Southwestern Railroad Company	$1,748,000	
Less cancelled in Sinking Fund	178,602	
		1,569,398
Northern Pacific, La Moure and Missouri River Railroad Co.		318,000
Jamestown and Dakota Mountain Railroad Co.	$ 730,000	

(continued)

Less cancelled in sinking Fund	64,250	
		66 6750
Jamestown and Northern Railroad Company	$2,050,000	
Less cancelled in sinking Fund	206,084	
		1843,916
Jamestown and Northern Extension Railroad Company		270.000
Southeastern Dakota Railroad Company		133,000
Northern Pacific and Manitoba Railroad Company		5,260,000
Rocky Mountain Railroad Company of Montana	$1,034,000	
Less cancelled in sinking Fund	91,059	
		942,941
Northern Pacific and Montana Railway Company		3,462,000
Helena and Jefferson County Railroad Company	$402,000	
Less cancelled in sinking Fund	35,401	
		366,599
Spokane Falls and Idaho Railroad Company		270,000
Spokane and Palouse Railroad Company (Idaho Division)		1,218,000
Central Washington Railroad Company		400,000
Green River and Northern Railroad Company		376,000
Northern Pacific and Cascade Railroad Company		388,000
Northern Pacific and Puget Sound Shore Railroad Company		1,383,000
United Railroads of Washington		5,298,000
Yakima Railroad Company		68,000
		$28,800,734

(b) General Third Mortgage Bonds of the Northern Pacific Railroad Company exchanged for Consolidated Mortgage Bonds, in accordance with the terms of said mortgage, $35,000.

(c) Capital stocks of the other Railroad Companies owned by the Farmers Loan and Trust Company as security for said Consolidated Mortgage Bonds, in accordance with the provisions of said Mortgage, all of which shares, except qualifying shares held by the Directors of said Companies, are now held by the Farmers Loan and Trust Company as follows, to-wit:

Name of Company.	Amt. of Stock Deposited	Held by Directors
Duluth, Brookston and Northern Railroad Company	$4,999,300	$700
Northern Pacific, La Moure and Missouri River Railroad Company	311,500	500
Jamestown and Northern Extension Railroad Company	1,599,500	500
Northern Pacific and Manitoba Railroad Company	990,000	10,000
Spokane Falls and Idaho Railroad Company	499,300	700
Northern Pacific and Cascade Railroad Company	224,500	500
Northern Pacific and Puget Sound Shore Railroad Company	274,500	500
Tacoma, Orting and Southeastern Railroad Company	171,500	500

(continued)

Yakima Railroad Company	299,300	700
Rocky Fork and Cooke City Railroad Company	2,000,000	
Green River and Northern Railroad Company	423,500	500
	$11,931,900	$15,600

And also all extensions of and additions to, the railroads of said Northern Pacific Railroad by construction, acquisition, purchase or otherwise, and all bonds or other securities obtained by said railroad company in the course of such acquisition or construction or otherwise, to the extent that such extensions, additions and bonds or other securities were paid for by the proceeds of bonds issued by said Consolidated Mortgage.

The Third Parcel.

All the estate, right and title of the said Northern Pacific Railroad Company, under leases or otherwise, in and to all branches at the date of the execution of said General Third Mortgage - namely, the 1st day of December, 1897 - constructed and operated as feeders to said main line, and of the said Cascade Branch of the Northern Pacific Railroad Company are: The Little Falls and Dakota Railroad in Minnesota; the Northern Pacific, Fargo and Black Hills Railroad, and the Duluth and Manitoba Railroad in Minnesota and Dakota; the Fargo and Southwestern Railroad, the Sanborn, Cooperstown and Turtle Mountain Railroad, the Jamestown and Northern Railroad, the James River Valley Railroad and the Northern Pacific, La Moure and Missouri River Railroad in Dakota; the Rocky Mountain Railroad, of Montana; the Helena and Jefferson County Railroad, the Helena and Red Mountain Railroad, the Missoula and Bitter Root Valley Railroad, the Helena and Northern Railroad, the Drummond and Phillipsburg Railroad and the Helena, Boulder Valley and Butte Railroad, in Montana; the Spokane Falls and Idaho Railroad, in Idaho; the Spokane and Palouse Railway, the Northern Pacific and Cascade Railroad, the Northern Pacific and Puget Sound Shore Railroad and the Yakima Railroad, in Washington Territory (now State); and in and to all branch railroads after the date of the execution of said mortgage acquired or constructed and operated as such feeders of the said main line or Cascade Branch, with the hereditaments and appurtenances thereto belonging and appertaining.

The Land Grant.

All lands within the said State of Wisconsin, the said State of North Dakota (except such as lie east of the Missouri River in said State), the said State of Montana, the said State of Idaho, the said State of Washington and the said State of Oregon, granted by the Congress of the United States to aid in the

construction and equipment of the railroads of the Northern Pacific Railroad Company, for which Letters Patent have issued to said Railroad Company and the right of said Railroad Company to receive lands within said States respectively (except such in the State of North Dakota as lie east of the Missouri River), under said grants of Congress for which Letters Patent have not issued, but which have been selected by and certified to said Company, being all the lands and rights in respect of lands particularly described and set forth in the said schedules respectively marked "A" annexed to and forming part of said Special Master's reports to the said Circuit Courts* as aforesaid, together with all the right, title, interest, benefit, claim and demand of said Northern Pacific Railroad Company and the Receivers thereof in, to, under or by reason of certain contracts made by said Company or Receivers for the sale of certain of said lands designated upon said schedule by a specific number, as to the portions of said lands covered thereby, and all moneys due and to grow due thereunder. ——————

Also all lands within the said States of Wisconsin, North Dakota (except such as lie east of the Missouri River in said State), Montana, Idaho, Washington and Oregon granted by the Congress of the United States to aid in the construction and equipment of the railroads of the Northern Pacific Railroad Company, for which patents have not issued and which have not been selected by and certified to said Railroad Company, but to which said Railroad Company is entitled under said grants of Congress, and all rights of said Railroad Company to receive from the United States any lands within said State (except such in the State of North Dakota as lie east of the Missouri River) which have not been certified or patented to said Railroad Company, whether under the grant expressed in the Act of Congress of July 2, 1864, or under any subsequent grant by way of indemnity or otherwise to said Railroad Company, together with all the right, title, interest and claim in and to any such lands, and all rights to receive from the United States patents therefor; and together with all the right, title, interest, benefit, claim and demand of said Northern Pacific Railroad Company and the Receivers thereof in, to, under or by reason of any contracts made by said Company or Receivers for the sale of any of said lands, as to the portions of said lands covered thereby, and all moneys due and to grow due thereunder; and also all mineral and other reservations and excepting of every nature and description contained in any conveyance or contract in respect of lands within said States (except

such in the State of North Dakota as lie east of the Missouri River), at any time made by said Railroad Company or its Receivers, or otherwise, and all rights, benefits, equity of redemption, title, interest or claim of said Railroad Company thereunder and in and to all lands granted to it by the Congress of the United States within said States (except such in the State of North Dakota as lie east of the Missouri River), and which may not be included in the sales under said decrees under the preceding description of lands for which Letters Patent have issued to said Railroad Company, and the right to receive lands for which Letters Patent have not issued, but which have been selected by and certified to said Company, whether or not such lands are now held by or have heretofore been sold, or contracted to be sold by said Railroad Company or such Receivers, or are claimed to have been sold under judicial proceedings or for nonpayment of taxes, or for any cause soever, and whether or not the same stand in the name of said Railroad Company; it being the intention to include every possible right, title and interest in said Railroad Company in and to any of the lands within said States (except such in the State of North Dakota as lie east of the Missouri River), owned by any grant to said Railroad Company by the Congress of the United States, and which may not be included in the sales under said decrees under the preceding description of lands for which Letters Patent have issued to said Railroad Company, and the right to receive lands for which Letters Patent have not issued, but which have been selected by and certified to said Company. ——————

Together with all income, proceeds of income, bills and accounts receivable, cash and other property received by the Receivers of the said Northern Pacific Railroad Company in the management or operation of the mortgaged premises embraced in this conveyance or pertaining thereto, and also any and all property of the said Northern Pacific Railroad Company appertaining to said premises and acquired for use in connection with or for the purposes of said Railroad or the business of said Railroad and vested in or standing in the name of the said Receivers, or to which the said Receivers in any manner have acquired title, and expressly including all leases of and lease-hold rights in the St. Paul & Northern Pacific Railway Company made by the Northern Pacific Railroad Company and all and every its rights under any and every such sublease to collect rent and receive income. ——————

Together also with all and every the right, title and interest of every name and nature which the Northern Pacific Railroad Company had in or to the property and premises before mentioned on the 20th day of November, 1893, or any time thereafter acquired. ——————

* and all subleases and sublessees of the said St. Paul & Northern Pacific Railway Company

Excepting, however, all such leases and contracts sold with the said First Parcel or embraced in the said Third Parcel as the party of the second part has elected, on before November 19, 1896, the party of the second part may elect, not to assume or adopt.

To Have And To Hold, all and singular the above mentioned and described railroad franchises, stocks, bonds, land grant and other property hereby conveyed (other than the items hereinbefore specifically excepted) unto the said party of the second part and its successors and assigns forever.

Subject, However, to all the conditions and reservations of each of said several decrees of sale and said decrees confirming the said sales, entered in said United States Circuit Courts respectively for the Eastern District of Wisconsin, the Western District of Wisconsin, the District of Minnesota, the District of North Dakota the District of Montana, the District of Idaho, the District of Washington, the District of Oregon, the Northern District of Illinois and the Southern District of New York, including the reservation to the said Courts of power to retake and resell the premises conveyed or any parcel thereof in case the party of the second part, its successors or assigns, should fail to pay any sum required to be paid by it under said decrees within the times specified in said decrees respectively after the entry of an order requiring such payment.

The Northern Pacific Railroad Company, party of the first part hereto, hereby covenants and agrees from time to time, upon the reasonable demand of the Northern Pacific Railway Company, its successors or assigns, to execute and deliver such additional deeds, conveyances, powers of attorney, and other instruments, as may be found necessary or convenient to enable the Northern Pacific Railway Company, its successors or assigns, to obtain patents, and the full legal title, in and to all such lands embraced herein or in said deed of Alfred L. Cary as Special Master as aforesaid and not heretofore patented to the Northern Pacific Railroad Company or to the Northern Pacific Railway Company.

* In Witness Whereof, The party of the first part has caused its corporate seal to be hereunto affixed and these presents to be signed executed by its President and Secretary the day and year first above written.

Northern Pacific Railroad Company

By Brayton Ives

President.

Countersigned:

Geo. H. Board, Secretary.

* In order to facilitate the recording hereof two originals of this deed have been executed acknowledged and delivered by the party of the first part, all or any one or more of which ... shall be deemed an original and all collectively one instrument.

Signed, Sealed and Delivered in presence of } P. A. Nolan
William H. Clarkson

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

I, William H. Clarkson a Commissioner of Deeds in the State of New York, thereto appointed by the Governor of each of the following States, to wit: the States of Wisconsin, Minnesota, North Dakota, Montana, Idaho, Washington and Oregon, for said states respectively, and a Notary Public for the city and county of New York thereto duly appointed by the Governor of the State of New York, do hereby certify that Brayton Ives and George H. Board, whose names are signed to the foregoing indenture hereto annexed, bearing date on the 15th day of October, 1896, as President and Secretary, respectively, of Northern Pacific Railroad Company, the corporation described in, and which executed the above instrument as grantor and bargainor, with whom I am personally acquainted, and who are to me personally known and known to me to be the President and Secretary, respectively, of Northern Pacific Railroad Company, the grantor and bargainor therein named, and to be the individuals and identical persons of that name described in and who executed, and whose names are subscribed to the within and foregoing instrument as President and Secretary respectively of Northern Pacific Railroad Company, personally appeared before me, at my office in said county and corporation aforesaid, and then and there being informed of the contents of the said indenture, they did on this 15th day of October, 1896, acknowledge the due execution of the within and foregoing indenture on the day the same bears date, and, further, did acknowledge said instrument to be the free act and deed of said corporation, and that they had freely and voluntarily executed, signed, sealed and delivered the said indenture as the free and voluntary act and deed of the Northern Pacific Railroad Company as aforesaid for the uses and purposes therein mentioned and contained, and the said Brayton Ives and George H. Board, being by me duly sworn, did depose and say that they resided, the said Brayton Ives in the city of New York, N. Y., and the said George H. Board in the city of New York, N. Y.; that they are respectively the President and Secretary of the Northern Pacific Railroad Company, the corporation described in and which executed the above instrument; that they knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that they

signed their names, thereto by like order.

In Witness Whereof, I have hereunto set my hand and seals of office as Commissioner of Deeds in and for the several States of Wisconsin, Minnesota, North Dakota, Montana, Idaho, Washington and Oregon, and also as Notary Public in and for the city and County of New York, in the State of New York, at my office in said city of New York, this 15th day of October, 1896.

William H. Blankson

Seal — Commissioner for the State of Wisconsin in New York
William H. Blankson

Seal — Commissioner for the State of Minnesota in New York
William H. Blankson

Seal — Commissioner for the State of North Dakota in New York
William H. Blankson

Seal — Commissioner for the State of Montana in New York
William H. Blankson

Seal — Commissioner for the State of Idaho in New York.
William H. Blankson.

Seal — Commissioner for the State of Washington in New York residing in New York City.
William H. Blankson

Seal — Commissioner for the State of Oregon in New York.
William H. Blankson

Seal — Notary Public for the city and county of New York in the State of New York.

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

I, Henry D. Parry, Clerk of the city and county of New York, and also Clerk of the Supreme Court for the said city and county, the same being a court of record, do hereby certify that William H. Blankson, whose name is subscribed to the certificate of proof or acknowledgment of the annexed instrument and therein written, was, at the time of taking such proof and acknowledgment, a Notary Public, in and for the city and county of New York, duly commissioned and sworn and duly authorized to take the acknowledgments and proofs of deeds or conveyances for lands, tenements and hereditaments in the State of New York. And, further, that I am well acquainted with the handwriting of such Notary and verily believe that the signature to said certificate of proof or acknowledgment is genuine.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the said court and county the 15th day of October, 1896.

Henry D. Parry.
Clerk

Seal

State of Wisconsin } ss:
Department of State }

Received this 12th day of December A.D. 1896 at 9 o'clock A.M. and recorded in Vol. 11 of Railroad Mortgages and Trust Deeds on page.

H. E. Vandercook
Assistant Secretary of State.

Trustee's Deed.

The Farmers' Loan and Trust Company.

To

Northern Pacific Railway Company.

Dated October 16. 1896.

This Indenture made this sixteenth day of October, in the year one thousand eight hundred and ninety-six, between The Farmers' Loan and Trust Company, a corporation created by and existing under the laws of the State of New York, Trustee, as hereinafter described, party of the first part, and Northern Pacific Railway Company, a corporation created by and existing under the laws of the State of Wisconsin, party of the second part.

Whereas, the Northern Pacific Railroad Company, a corporation created by an Act of Congress of the United States, approved July 2d. 1864, entitled "An Act granting lands to aid in the construction of a Railroad and Telegraph line from Lake Superior to Puget Sound, on the Pacific coast, by the Northern Route" by Joint Resolution of Congress, approved March 1st. 1869, was authorized to issue its bonds and secure the same by mortgage upon its railroad and telegraph line for the purpose of raising funds with which to construct said railroad and telegraph line between Lake Superior and Puget Sound, and also upon its branch to a point at or near Portland Oregon, and by a Joint Resolution of Congress, approved May 31st. 1870, was authorized to issue its bonds to aid in the construction and equipment of its road and to secure the same by mortgage on its property and rights of property of all kinds and description, real, personal and mixed, including its franchises as a corporation; and

Whereas, said Northern Pacific Railroad Company, for the purposes authorized by said Joint Resolutions, executed its

Farmers Loan & Trust Company as Trustee, its two certain mortgages as follows:

(a) A certain mortgage dated May 1st, 1879, known as its Wisconsin Division Mortgage, to secure an issue of its bonds, of which there were outstanding on January 1, 1896, bonds to the aggregate amount of $1,815,000 of principal.

(b) A certain mortgage dated September 1st, 1879, known as its Pend d'Oreille Division Mortgage, to secure an issue of its bonds, of which there was outstanding on January 1st, 1896, bonds to the aggregate amount of $357,000 of principal; and

Whereas, said Northern Pacific Railroad Company, for the purposes authorized by said Joint Resolutions, thereafter created its four certain mortgages as follows, viz:

(1) A Mortgage dated January 1st, 1881, to the Central Trust Company of New York, as trustee, known as the General First Mortgage of said Company, under which mortgage said Company issued and there were outstanding on January 1st, 1896, the bonds of said Company known as its General First Mortgage Bonds to the aggregate amount of $41,879,000 of principal

(2) A Mortgage dated November 20th, 1883, to the Farmers Loan & Trust Company, as trustee, known as the General Second Mortgage of said Company, under which mortgage said Company issued and there were outstanding at the date of the decree hereinafter mentioned the bonds of said Company known as its General Second Mortgage bonds to the aggregate amount of $19,216,000 of principal, besides the interest thereon.

(3) A certain mortgage dated December 1st, 1887, to The Farmers Loan and Trust Company, as trustee, known as the General Third Mortgage of said Company, under which mortgage said Company issued, and there were outstanding at the date of the decree hereinafter mentioned the bonds of said Company known as its General Third Mortgage bonds to the aggregate amount of $11,461,000 of principal, besides the interest thereon; and

(4) A certain mortgage dated December 2d, 1889, to The Farmers Loan and Trust Company, as Trustee known as the Consolidated Mortgage of said Company; under which mortgage said Company issued, and there were outstanding at the date of the decree hereinafter mentioned the bonds of said Company known as its Consolidated Mortgage Bonds to the aggregate amount of $62,443,000 of principal, besides the interest thereon;

All of which mortgages were duly filed and recorded in the office of the Secretary of the Interior; and

Whereas, said Northern Pacific Railroad Company, having made default in the payment of the interest which became due on the

bonds secured by said General Second Mortgage, said General Third Mortgage and said Consolidated Mortgage, and the principal of the said bonds having been declared due in accordance with the provisions of said bonds and of said mortgages, such proceedings were had in a certain consolidated cause pending in the Circuit Court of the United States for the Eastern District of Wisconsin, wherein The Farmers Loan & Trust Company was complainant, and said Northern Pacific Railroad Company and others were defendants, that a certain decree of sale and foreclosure was, on the 27th day of April, 1896, entered in said Court, wherein and whereby it was adjudged and decreed that said Northern Pacific Railway Company pay or cause to be paid within ten days after the date of said decree certain amounts therein found to be due under said General Second Mortgage, said General Third Mortgage and said Consolidated Mortgage respectively, and that, in default of such payment by said defendant the Northern Pacific Railroad Company, or by any one claiming under it, or by any one for its account, the mortgaged premises, property and franchises should be sold as provided in said decree; and

Whereas, Neither the said Northern Pacific Railroad Company, nor any one claiming under it, nor any one for its account, made payment of the said sums, or of any part thereof, within ten days after the entry of said decree, or at any time since; and

Whereas, At said term — to wit, on the 28th day of April, 1896 — said Court entered a supplemental decree in said cause, whereby it ordered adjudged and decreed, among other things, (1) that unless the defendant Northern Pacific Railroad Company should make all the payments directed in article II. of said original decree and within the time therein limited, all the lands granted by Congress to aid in the construction and equipment of the railroad of said defendant Northern Pacific Railroad Company, and all rights of said Northern Pacific Railroad Company under the several land grants made to it by Congress, except as to such of said lands as lie within the State of Minnesota and within the State of North Dakota east of the Missouri River, should be sold at public sale by the Special Master appointed to make such sale under said original decree of April 27th, 1896; (2) that all of said lands within the State of Wisconsin, the State of North Dakota (except such in said State as lie east of the Missouri River), the State of Montana, the State of Idaho, the State of Washington and the State of Oregon, for which letters patent had issued to said defendant the Northern Pacific Railroad Company, and the right to receive lands for which letters patent had not issued, but which had been selected by and certified to said Company, should be sold in single sections

or subdivisions thereof, at the several places in said States respectively, in said decrees designated; (3) That all lands within the said States respectively (except such in the State of North Dakota as lie east of the Missouri River), for which patents had not issued and which had not been selected by and certified to said Company, but to which said Northern Pacific Railroad Company was entitled under said grants of Congress, and all rights of said Northern Pacific Railroad Company to receive from the United States any lands within said States respectively which had not been certified or patented to said Railroad Company (except such as in the State of North Dakota as lie east of the Missouri River), whether under the grant expressed in the Act of Congress of July 2, 1864, or under any subsequent grant, by way of indemnity or otherwise to said Company, together with all its right, title, interest and claim in and to any such lands, and all its rights to receive from the United States patents therefor, and also all mineral and other reservations and exceptions of every nature and description contained in any conveyance or contract in respect of lands within said States respectively (except such in the State of North Dakota as lie east of the Missouri River, at any time made by said Railroad Company or its Receivers or otherwise, and all rights, benefits, equity of redemption, title, interest or claim of said Railroad Company thereunder, and in and to all lands granted to it by the Congress of the United States within said States respectively (except such in the State of North Dakota as lie east of the Missouri River), and which might not be included in the sale under said decrees under the foregoing description of lands for which letters patent had issued to said Railroad Company, and the right to receive lands for which letters patent had not issued, but which had been selected by and certified to said Company whether or not such lands were then held by or had been theretofore sold or contracted to be sold by said Railroad Company or such Receivers, or were claimed to have been sold under judicial proceedings or for non-payment of taxes, or for any cause whatever, and whether or not the same stood in the name of said Railroad Company; it being the intention to include every possible right, title and interest of said Railroad Company in and to any of the lands within said State respectively (except such in the State of North Dakota as lie east of the Missouri River) owned by any grant to said Railroad Company by the Congress of the United States, and which might not be included in the sale under said decrees under the foregoing description

of lands for which letters patent had issued to said Railroad Company and the right to receive ~~to receive~~ lands for which letters patent had not issued, but which had been selected by and certified to said Company should be sold in one parcel as to all such lands and rights in respect of lands within the State of Wisconsin; in one parcel as to all such lands and rights in respect of lands within the State of North Dakota; in one parcel as to all such lands and rights in respect of lands within the State of Montana; in one parcel as to all such lands and rights in respect of lands within the State of Idaho; in one parcel as to all such lands and rights in respect of lands within the State of Washington; in one parcel as to all such lands and rights in respect of lands within the State of Oregon; at the several places in said States, respectively in said decrees designated; (4) That such sales should respectively be made upon a day or days to be fixed by said Special Master and notice of the time and place of sale describing briefly the property and rights to be sold and referring to said original and supplemental decrees entered in said cause, respectively, on the 27th and 28th days of April, 1896, should be published as follows:

Sixty days previous notice of the time and place of the sale of the patented and certified lands and of the said unpatented and uncertified lands and rights in respect of lands within the said States respectively, should be given by the Special Master by publishing the same once at least sixty days preceding the day of sale, and also at least once in each week, beginning on any day of the week, for the term of six successive weeks preceding the day of sale, in newspapers published, printed, regularly issued and having a general circulation in the places in said States respectively in said decrees designated; and

Whereas, On the first day of June, 1896, said Court entered an order in said cause, wherein among other things, it approved the notices of sale hereinafter referred to as a sufficient compliance with the terms of said decrees; and

Whereas, Certain decrees and orders ancillary to those first above mentioned and of like character, free and effect, were entered in like causes pending between the same parties in the Circuit Courts of the United States for the following districts and on the following dates, to-wit: April 29, 1896, in the District of Minnesota; May 1st, 1896, in the District of Montana; May 2d, 1896, in the District of North Dakota and in the District of Washington; May 4th, 1896, in the Eastern District of Wisconsin, in the District of Idaho and the District of Oregon; and on May 12th, 1896, in the Northern District of Illinois and in the Southern

District of New York; to which proceedings and the record thereof in each and every of said courts, including the Circuit Court of the United States for the Eastern District of Wisconsin reference is hereby made with the same force and effect as though such proceedings and the record thereof and every part thereof were included in and made part of this deed; and

Whereas, In said cause pending in the Circuit Court of the United States for the Eastern District of Wisconsin, and in said ancillary proceedings in said other districts, Receivers of all the railroad, franchises and property of said Northern Pacific Railroad Company were appointed and said Receivers entered into the possession of said premises and are now in possession thereof; and

Whereas, Alfred L. Sanborn was, in and by said decree of the Circuit Court of the United States for the Eastern District of Wisconsin, and in and by decrees of the United States Circuit Courts in and for each of said other districts, in said ancillary proceedings therein pending, appointed Special Master to make, direct and conduct the sale of said mortgaged premises and to execute and deliver deeds of conveyance of the property to be sold to the purchaser thereof upon the entry of decree confirming such sale thereof, and upon payment or settlement of the purchase price bid as in the decrees in said several proceedings provided; and

Whereas, The said Special Master, in pursuance of said decrees, on the 25th day of July, 1896, at the place in said decrees specified, to wit, upon the premises sold, at the passenger station of the said Northern Pacific Railroad Company, in the City of Superior, in the State of Wisconsin, did duly sell at public auction to the said Northern Pacific Railway Company, party of the second part hereto, the highest and best bidder at said sales, all and singular the premises hereinafter described, the same being the First Parcel, the Second Parcel and the Third Parcel in said decrees mentioned and directed to be sold, at and for the sum of $10,000,000 for the First Parcel; $2,000,000 for the Second Parcel, and $500,000 for the Third Parcel, due notice of the time and place of such sales having been given pursuant to said decrees and according to law, and the said decrees having been complied with in all things relating to the said sales; and

Whereas, The said Special Master, in pursuance of said decrees, on the 28th day of July, 1896, at the place in said decrees specified, to wit, upon the premises sold, at the passenger station of the said Northern Pacific Railroad Company, in the

City of Superior, in the State of Wisconsin, did duly sell at public auction at the said Northern Pacific Railway Company, party of the second part hereto, the highest and best bidder at said sales, all and singular the premises hereinafter described, the same being the First Parcel, the Second Parcel and the Third Parcel in said decrees mentioned and directed to be sold, at and for the sum of $10,000,000 for the First Parcel; $2,000,000 for the Second Parcel, and $500,000 for the Third Parcel due notice of the time and place of such sales having been given pursuant to said decrees and according to law, and the said decrees having been complied with in all things relating to the said sales; and

Whereas, The said Special Master, in pursuance of the said decrees and notices of sale, did, at the places specified in said decrees, to wit, at the County Court House at the City of Superior, Douglas County, in said State of Wisconsin; at the County Court House in Mandan, Morton County, in said State of North Dakota; at the County Court House, in Missoula County, in said State of Montana; at the County Court House, in Rathdrum, Kootenai County, in said State of Idaho; at the County Court House in Seattle, King County, in the State of Washington and at the County Court House, in Portland, Multnomah County in said State of Oregon, and at the respective times specified in said notices of sale, offer at public sale all the lands within the said States, respectively (except such in the State of North Dakota as lie east of the Missouri River), granted by Congress to aid in the construction and equipment of the railroads of said defendant Northern Pacific Railroad Company and all rights of said Northern Pacific Railroad Company under the several land grants made to it by Congress within the said States respectively (except as to such lands in the State of North Dakota as lie east of the Missouri River), due notice of the time and place of sale in each of said States having been given pursuant to said decrees and orders and according to law, and the said decrees having been complied with in all things tending and relating to the said sales; and

Whereas, At such sales all of said lands within said States (except such in the State of North Dakota as lie east of the Missouri River), for which letters patent had issued to said defendant Northern Pacific Railroad Company, and the right to receive lands for which letters patent had not issued, but which had been selected by and certified to said Company, were offered and sold in single sections or subdivisions thereof, and were struck off to the said party of the second part for the respective sums set forth in the schedules respectively marked A of the reports of such sales made by said Special Master, and hereinafter referred to, such sums being the highest sums bidden respectively therefor; and

Whereas, At such sales all of said lands within said States

(except such as lie east of the Missouri River) for which patents had not issued and which had not been selected by and certified to said Company, but to which said Northern Pacific Railroad Company was entitled under said grants of Congress and all rights of said Northern Pacific Railroad Company to receive from the United States any lands within said States (except such in the State of North Dakota as lie east of the Missouri River), which had not been certified to or patented to said Railroad Company whether under the grant expressed in the Act of Congress of July 2nd, 1864, or under any subsequent grant by way of indemnity or otherwise to said Company, together with all the right, title, interest and claim in or to any such lands and all its right to receive from the United States patents therefor, and also all mineral and other reservations and exceptions of every nature and description contained in any conveyance or contract in respect of lands within said States (except such in the State of North Dakota as lie east of the Missouri River), at any time made by said Railroad Company, or its Receivers, or otherwise, and all rights, benefits, equity of redemption, title, interest or claim of said Railroad Company thereunder, and in and to all lands granted to it by the Congress of the United States within said States (except such in the State of North Dakota as lie east of the Missouri River), and which might not be included in the sales under said decrees under the preceding description of lands for which letters patent had issued to said Railroad Company and the right to receive lands for which letters patent had not issued but which had been certified to said Company, whether or not such lands were then sold by or had been thereto sold or contracted to be sold by said Railroad Company or such Receivers, or were claimed to have been sold under judicial proceedings or for non-payment of taxes, or for any cause whatever, and whether or not the same stood in the name of said Railroad Company; it having been the intention to include every possible right, title and interest of said Railroad Company in and to any of the lands within said States (except such in the State of North Dakota as lie east of the Missouri River), owned by any grant to said Railroad Company by the Congress of the United States, and which might not be included in the sale under said decrees under the preceding description of lands for which letters patent had issued to said Railroad Company, and the right to receive lands for which letters patent had not issued, but which had been

selected by and certified to said Company, were offered and sold in one parcel, in respect of each said State as aforesaid, and were struck off to said party of the second part for the respective sums set forth in the Schedules respectively marked "S" of the reports of such sales made by said Special Master and hereinafter referred to, such sums being the highest sums bidden respectively therefor; and

Whereas, All of the property included in and covered by the sales hereinbefore mentioned was at such sales sold subject to the said mortgage or deed of trust, dated January 1st, 1881, known as the General First Mortgage of said Northern Pacific Railroad Company, and granted by it to the Central Trust Company of New York, as Trustee, and subject, also, as to the portions of said property covered thereby, to the lien of the said two other mortgages or deeds of trust dated May 1st, 1879, and September 1, 1879, respectively, executed by said Northern Pacific Railroad Company to the Farmers' Loan and Trust Company, as Trustee; and

Whereas, said Special Master did duly make his reports of the said sales to and file the same with the said Circuit Court of the United States for the Eastern District of Wisconsin on the eighth day of August, 1896, and, also, to and with the said other Circuit Courts of the United States hereinbefore mentioned, which said reports and the sales therein reported were, upon due notice to all parties duly confirmed by the orders of said Circuit Courts respectively entered on the following dates, viz: in the Eastern District of Wisconsin on the eighth day of August, 1896; and in the District of North Dakota on the twenty-ninth day of July, 1896; in the District of Montana on the first day of August, 1896; in the District of Idaho on the third day of August, 1896; in the District of Washington on the third day of August, 1896; in the District of Oregon on the fourth day of August, 1896; in the Eastern District of Wisconsin on the seventeenth day of August, 1896; in the Northern District of Illinois on the twenty-eighth day of July, 1896; and in the Southern District of New York on the thirtieth day of July, 1896; and

Whereas, By and by said last mentioned decrees confirming said sales the Special Master was ordered and directed to sign, seal, execute and deliver a deed or deeds of conveyance to said Northern Pacific Railway Company, party of the second part hereto, purchaser as aforesaid, conveying to it all and singular the railroad, franchises, stocks, bonds and other property hereinafter described, as provided in said decrees; and

Whereas, Upon the 18th day of August, 1896, the said Alfred L. Barry as Special Master, did make, execute and deliver to the said Northern Pacific Railway Company, party of the second part

hereto, duly dated and acknowledged that day, and in form approved by the Circuit Court of the United States for the Eastern District of Wisconsin, wherein and whereby the property described in and sold under said decree was conveyed and confirmed to the said Northern Pacific Railway Company; and

Whereas, The Northern Pacific Railway Company, party of the second part hereto, has in all respects complied with the provisions of said last-mentioned decree confirming said sales, and has delivered said bonds and deposited said cash as aforesaid; and has complied with all the provisions of law of each and every of the States of Wisconsin, Minnesota, North Dakota, Montana, Idaho, Washington and Oregon, which are the only States of the United States in which any part of the real property embraced in and sold under said decree is located, so as to enable it to hold real and personal property in every such State; and

Whereas, In and by the said decree of confirmation it was further ordered that by way of further assurance and confirmation of title to such purchasers, the said The Northern Pacific Railroad Company, mortgagor, and The Farmers Loan and Trust Company, the mortgagee, each by its proper officers and under its corporate seal, should, upon request of such purchaser the Northern Pacific Railway Company, sign, seal, execute, acknowledge and deliver to such purchaser, or to its successors and assigns, all proper deeds of conveyance, transfer, release and further assurance, of all the railroad, property and franchises, so as aforesaid sold under the decree of such court and embraced in the deed of the Special Master, so as fully and completely to transfer to and invest in the said purchaser, and in its successors and assigns, the full, legal and equitable title to all such railroad, property and franchises, sold or intended to be sold, as aforesaid; and

Whereas, The Northern Pacific Railroad Company upon the - - day of October, 1896, did cause a proper deed to be made executed and delivered by the said corporation to the said Northern Pacific Railway Company; and

Whereas, The said Northern Pacific Railway Company has been requested the party of the first part hereto, as Trustee, in compliance with the provisions of said decree, to make, execute and deliver this deed of conveyance:

Now Therefore This Indenture Witnesseth, That the said party of the first part hereto, pursuant to the authority and direction to it in said judgment or decree contained, as herein recited, and also in pursuance of the resolution of its Board of Directors, and also in the performance and completion of its obligations as Trustee in said three indentures of mortgage, to transfer to and to vest in the said Northern Pacific Railway Company, as the assignee of and successor to all rights of either and of both the parties to the said three indentures of mortgages in and to the property therein and thereby described and mortgaged; and in consideration of the premises and of one dollar to it in hand paid by the party of the second part, the receipt of which is hereby acknowledged, hath granted, bargained, sold, assigned, aliened, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, release, convey and confirm unto the said Northern Pacific Railway Company, party of the second part hereto, and to its successors and assigns forever.

All and singular the property, franchises and estate, whether real personal or mixed, and wheresoever situate, embraced and included in the said judgments or decrees, and therein or thereby authorized and directed to be sold, and described in the said deed dated August 18, 1896, from Alfred L. Barry, Special Master, to Northern Pacific Railway Company, of which said property, franchises and estate, real, personal or mixed, the following is a general description, that is to say:

All and singular the property, franchises and estate, whether real, personal or mixed, and wheresoever situate, embraced and included in the several decrees, and therein and thereby authorized or directed to be sold as the First Parcel, the Second Parcel and the Third Parcel therein mentioned, the same being described as follows:

The First Parcel.

All and singular the railroad and telegraph line or lines of the defendant The Northern Pacific Railroad Company, as the same are constructed or being constructed at the date of the execution of the several Second Mortgage, namely, on the 20th day of November, 1883 or as the same may thereafter be constructed, viz: The main line from a point on Lake Superior, in the State of Wisconsin, at or near the mouth of the Montreal River, which river forms, in part, the boundary between the States of Wisconsin and Michigan, to its terminus at Tacoma, on Puget Sound, in the Territory (now State) of Washington, via the valley of the Spokane River, and its branch from a point on said main line across the Cascade Mountains to Puget Sound, and all the lands, tenements and hereditaments acquired or appropriated for the purpose of a right of way for said main line and branch, and all the easements and appurtenances thereto be-

longing or in any wise appertaining, and all the railways, ways and rights of way, depot grounds, tracks, bridges, viaducts, culverts, fences and other structures, wharves, docks, depots, station houses, engine houses, car houses, freight houses, round houses, ware houses, machine shops, water tanks, turntables, interlocking structures, switches and fixtures, whether held at the date of the execution of said General Second Mortgage or thereafter acquired for the use of said lines of railroad, or in connection therewith, or the business thereof; also all locomotives, tenders, cars, hand or push cars, and all other rolling stock or equipment, and all rails, ties, fastenings, switches, sidetracks and machinery, tools, implements, fuel, supplies and materials whatsoever, for or in respect of the constructing, operating, maintaining, repairing or replacing said lines of railroad or any part thereof, or necessary or convenient for use for the purposes thereof, whether held and owned at the date of the execution of said General Second Mortgage, or thereafter acquired by said Northern Pacific Railroad Company, together with all the equipments and appurtenances whatsoever thereunto belonging, whether then held or thereafter acquired, and all rights, privileges, immunities and franchises owned with or relating to said lines of railroad, and line or lines of telegraph, or the construction, operation, maintenance, use or enjoyment thereof then held or thereafter acquired by the said railroad company; and all corporate and other franchises of any nature relating thereto, including the franchises of said railroad company to be a corporation; and all the income, earnings and profits of said Northern Pacific Railroad Company and mainline and lease of Branch also all the estate, right, title and interest of said Northern Pacific Railroad Company in and to the lease of the St. Paul and Northern Pacific Railway and in and to the railroad, properties and appurtenances and the terminal and other facilities therein mentioned and described, or intended so to be, which said lease bears date the first day of June, one thousand eight hundred and eighty-three, and is recorded in the office of the Secretary of State of the State of Minnesota; also the undivided one-half of all that part of the St. Paul and Duluth Railroad which extends from the junction with the said mainline of Railroad of the said Northern Pacific Railroad Company, near Thompson, in the County of Carlton, to Duluth, in the State of Minnesota, with the appurtenances thereto belonging, and all the rights, privileges, easements, property and rights of property thereto belonging, or used or intended to be used in connection therewith or for the purposes thereof;

also all and singular the lands, premises and real estate situated and being in the City of St. Paul, in the State of Minnesota, and in the said City of Duluth, which the said Northern Pacific Railroad Company owned at the date of the execution of said General Second Mortgage, or which thereafter is acquired for use in connection with or for the purposes of the said railroads, or any of them or the business of the said Northern Pacific Railroad Company; and also all and singular all other property and rights of property of every kind and nature of the said Northern Pacific Railroad Company, owned by it at the date of the execution of said General Second Mortgage or thereafter acquired, wherever situated or however held for use in connection with or for the purposes of the said railroads, or any of them, or the business of said Northern Pacific Railroad Company; including all stocks and bonds in other companies owned by the defendant The Northern Pacific Railroad Company at the time of the appointment of Receivers in and acts under the bill of complaint filed by said complainant The Farmers Loan and Trust Company on October 18th, 1893, other than stocks and bonds pledged under the Consolidated Mortgage or otherwise, and all the right, title and interest of said Northern Pacific Railroad Company in such pledged stocks and bonds, subject to the rights of the pledgee thereof.

Together with all and singular the hereditaments and appurtenances thereto belonging or in any wise appertaining.

Excepting, however, any portion of said premises which may have been released from the lien and operation of said General Second Mortgage under the powers reserved thereunder.

Subject, however, as to the portions of the above described property covered thereby, to the lien of a mortgage or deed of trust, dated the first day of May, 1879, executed by the Northern Pacific Railroad Company to the complainant The Farmers Loan and Trust Company, as trustee, to secure an issue of forty-year six per cent. sinking fund bonds of said Northern Pacific Railroad Company, to the amount of $2,500,000, under which mortgage there were outstanding on January 1st, 1896, bonds to the aggregate amount of $1,815,500 of principal.

Subject, also as to the portions of the above described property covered thereby, to a certain mortgage or deed of trust, dated the first day of September, 1879, executed by said Northern Pacific Railroad Company to The Farmers Loan and Trust Company, as trustee, to secure an issue of forty-year six per cent. sinking fund bonds of said railroad company to the amount of $4,500,000, under which mortgage there were outstanding on January 1st, 1896, bonds to the aggregate amount of $357,000 of principal.

Subject, also, as to all the above described property to a certain mortgage or deed of Trust, dated the first day of January, 1881, known as the General First Mortgage of said Northern Pacific Railroad Company and executed by said Northern Pacific Railroad Company to the Central Trust Company of New York, as Trustee, to secure an issue of six per cent. forty-year sinking fund gold bonds of said railroad company, to be issued at the rate of $25,000 per mile of said railroad and Cascade Branch, under which mortgage there were outstanding on January 1st, 1896, bonds to the aggregate amount of $21,879,000 of principal.

Subject, Also, to the performance by the purchaser, or its successors or assigns, of all pending entries in respect of said First Parcel lawfully made by the Receivers of the Northern Pacific Railroad Company before such sale thereof.

The Second Parcel

(a) First Mortgage Bonds of other companies received by The Farmers' Loan and Trust Company as security for the consolidated Mortgage Bonds of said Northern Pacific Railroad Company in accordance with the provisions of the mortgage under which said bonds were issued as follows, to wit:

Little Falls and Dakota Railroad Company	$1,757,000	
Less cancelled in Sinking Fund	179,571	
		$1,577,429
Northern Pacific, Fergus and Black Hills Railway Company	$2,342,000	
Less cancelled in Sinking Fund	239,299	
		2,102,701
Duluth, Brookston and Northern Railroad Company		889,000
Fargo and Southwestern Railroad Company	$1,748,900	
Less cancelled in Sinking Fund	179,602	
		1,569,298
Northern Pacific, La Moure and Missouri River Railroad Company		318,000
Fanshaw, Brookston and Little Hawk Railroad Company	730,000	
Less cancelled in Sinking Fund	64,250	
		665,750
Jamestown and Northern Railroad Company	$2,050,000	
Less cancelled in Sinking Fund	206,085	
		1,843,916
Jamestown and Northern Extension Railroad Company		270,000
Southeastern Dakota Railroad Company		133,000
Northern Pacific and Manitoba Railroad Company		5,260,000
Rocky Mountain Railroad Company of Montana	$1,034,000	
Less cancelled in Sinking Fund	91,059	

(continued)

		942,941
Northern Pacific and Montana Railway Company		3,462,000
Helena and Jefferson County Railroad Company	$ 402,000	
Less cancelled in the Sinking Fund	35,401	
		366,599
Spokane and Palouse Railroad Company		270,000
Spokane and Palouse Railroad Company (Idaho Division)		1,218,000
Central Washington Railroad Company		400,000
Green River and Northern Railroad Company		375,000
Northern Pacific and Cascade Railroad Company		388,000
Northern Pacific and Puget Sound Shore Railroad Company		1,383,000
United Railroads of Washington		5,298,000
Bleakum Railroad Company		68,000
		28,800,734

(b) General Third Mortgage Bonds of the Northern Pacific Railroad Company exchanged for consolidated Mortgage Bonds, in accordance with the terms of said mortgage, $35,000.

(c) Capital Stocks of the other Railroad Companies received by The Farmers' Loan and Trust Company as security for said consolidated Mortgage Bonds in accordance with the provisions of said Mortgage, all of which shares, except qualifying shares held by the Directors of said companies are now held by The Farmers Loan and Trust Company as follows, to wit:

Name of Company	Amt. of Stock Deposited	Held by Directors
Duluth, Brookston and Northern Railroad Company	$4,999,300	$ 700
Northern Pacific, La Moure and Missouri River Railroad Company	317,500	500
Jamestown and Northern Extension Railroad Company	1,899,500	500
Southeastern Dakota Railroad Company	133,000	500
Northern Pacific and Manitoba Railroad Company	990,000	10,000
Spokane Falls and Idaho Railroad Company	499,300	700
Northern Pacific and Cascade Railroad Company	224,500	500
Northern Pacific and Puget Sound Shore Railroad Company	274,500	500
Fanshaw, Orting and Southeastern Railroad Company	171,500	500
Bleakum Railroad Company	299,300	700
Rocky Fork and Cooke City Railroad Company	2,000,000	
Green River and Northern Railroad Company	423,500	500
	$11,931,900	$15,600

And also all extensions of, and additions to, the railroads of said Northern Pacific Railroad by construction, acquisition, purchase or otherwise, and all bonds or other securities obtained by said railroad company in the course of such acquisition or construction or otherwise, to the extent that such extensions, additions and bonds or other securities were paid for by the proceeds of bonds issued by said consolidated Mortgage.

The Third Parcel

All the estate, right and title of the said Northern Pacific Railroad Company, under leases or otherwise, in and to all branches at the date of the execution of said General Third Mortgage - namely, the 1st day of December, 1897 - constructed and operated as feeders to said main line, and of the said Cascade Branch of the Northern Pacific Railroad Company, viz, The Little Falls & Dakota Railroad in Minnesota; the Northern Pacific, Fargo & Black Hills Railroad, and the Duluth and Manitoba Railroad in Minnesota & Dakota; the Fargo and Southeastern Railroad, the Southern Minnesota & Pacific Railroad, The Jamestown & Northern Railroad, the James River Valley Railroad and the Northern Pacific, La Moure and Missouri River Railroad in Dakota; the Rocky Mountain Railroad, of Montana; the Helena & Jefferson County Railroad, the Helena & Red Mountain Railroad, the Missoula & Bitter Root Valley Railroad, the Helena & Northern Railroad, the Drummond and Philipsburg Railroad and the Helena, Boulder Valley and Butte Railroad, in Montana; the Spokane Falls & Idaho Railroad, in Idaho; the Spokane & Palouse Railway, the Northern Pacific and Cascade Railroad, the Northern Pacific and Puget Sound Shore Railroad and the Gholson Railroad, in Washington Territory (now State); and in and to all branch railroads after the date of the execution of said mortgage acquired or constructed and operated as such feeders of the said main line or Cascade Branch, with the hereditaments and appurtenances thereto belonging and appertaining.

The Land Grant.

All lands within the said State of Wisconsin, the said State of North Dakota (except such as lie east of the Missouri River in said State), the said State of Montana, the said State of Idaho the said State of Washington, and the said State of Oregon, granted by the Congress of the United States to aid in the construction and equipment of the railroads of the Northern Pacific Railroad Company, for which letters patent have issued to said Railroad Company and the right of said Railroad Company to receive lands within said States respectively (except such in the State of North Dakota as lie east of the Missouri River), under said grants of Congress for which letters patent have not issued, but which have been selected by and certified to said Company, being all the lands and rights in respect of lands so particularly described and set forth in the said schedules respectively marked "C" annexed to and forming part of

said Special Masters report to the said Circuit Courts of the United States, and filed in the office of the Clerks of said Courts aforesaid, together with all the right, title, interest, benefit, claim and demand of said Northern Pacific Railroad Company and the Receivers thereof in, to, under or by reason of certain contracts made by said Company or Receivers for the sale of certain of said lands designated upon said schedules by a specific number, as to the portions of said lands covered thereby, and all moneys due and to grow due thereunder.

Also all lands within the said States of Wisconsin, North Dakota (except such as lie east of the Missouri River in said State), Montana Idaho, Washington & Oregon, granted by the Congress of the United States to aid in the construction and equipment of the railroads of the Northern Pacific Railroad Company, for which patents have not been issued and which have not been selected by and certified to said Railroad Company, but to which said Railroad Company is entitled under said grants of Congress, and all rights of said Railroad Company to receive from the United States any lands within said State (except such in the State of North Dakota as lie east of the Missouri River), which have not been certified or patented to said Railroad Company, whether under the grant expressed in the Act of Congress of July 2, 1864, or under any subsequent grant by way of indemnity or otherwise to said Railroad Company, together with all the right, title, interest and claim and to any such lands and all its rights to receive from the United States patents therefor; and together with all the right, title, interest, benefit claim and demand of said Northern Pacific Railroad Company and the Receivers thereof in, to, under or by reason of any contracts made by said Company or Receivers for the sale of any of said lands, as to the portions of said lands covered thereby, and all moneys due and to grow due thereunder; and also all mineral and other reservations and exceptions of every nature and description contained in any conveyance or contract in respect of lands within said States (except such in the State of North Dakota as lie east of the Missouri River), at any time made by said Railroad Company or its Receivers, or otherwise, and all rights, benefits, equity of redemption, title, interest or claim of said Railroad Company thereunder and in and to all lands granted to it by the Congress of the United States within said States (except such in the State of North Dakota as lie east of the Missouri River), and which may not be included in the sales under said decrees under the preceding description of lands for which letters patent have

issued to said Railroad Company and the right to receive lands for which letters patent have not issued, but which have been selected by and certified to said Company, whether or not such lands are now held by or have heretofore been sold, or contracted to be sold by said Railroad Company or such Receivers or are claimed to have been sold under judicial proceedings or for nonpayment of taxes, or for any cause whatever, and whether or not the same stand in the name of said Railroad Company; it being the intention to include every possible right, title and interest in said Railroad Company in and to any of the lands within said States (except such in the State of North Dakota as lie east of the Missouri River), covered by any grant to said Railroad Company by the Congress of the United States, and which may not be included in the sales under said decrees under the preceding description of lands for which letters patent have issued to said Railroad Company, and the right to receive lands for which letters patent have not issued, but which have been selected by and certified to said Company. ——————

Together with all income, proceeds of income, bills and accounts receivable, cash and other property received by the Receivers of the said Northern Pacific Railroad Company* (see margin) appertaining to said premises and acquired for use in connection with or for the purposes of said Railroad or the business of said Railroad and vested in or standing in the name of the said Receivers, or to which the said Receivers in any manner have acquired title, and expressly including all leases of and leasehold rights in the St. Paul and Northern Pacific Railway Company, and all subleases of any property of the said St. Paul and Northern Pacific Railway Company, made by the Northern Pacific Railroad Company, and all and every its rights under any and every such sublease to collect rent and receive income. ——————

Together also with all and every the right, title and interest of every name or nature which the Northern Pacific Railroad Company had in or to the property or premises before mentioned on the 20th day of November, 1893, or any time thereafter acquired.

Excepting, however, all such leases and contracts sold with the said First Parcel or embraced in the said Third Parcel as the party of the second part has elected, or before November 19, 1896, the party of the second part may elect, not to assume or adopt. ——————

To Have and To Hold, all and singular the above mentioned and described railroad, franchises, stocks, bonds, land

*in the equipment or operation of the mortgaged premises embraced in this conveyance or pertaining thereto by the said Northern Pacific Railroad Company and all property

grant and other property hereby conveyed (other than the items hereinbefore specifically excepted) unto the said party of the second part and its successors and assigns forever. ——————

Subject, however, to all the conditions and reservations of each of said several decrees of sale and said decrees confirming the said sales, entered in said United States Circuit Courts respectively for the Eastern District of Wisconsin, the Western District of Wisconsin, the District of Minnesota, the District of North Dakota, the District of Montana, the District of Idaho, the District of Washington, the District of Oregon, the Northern District of Illinois and the Southern District of New York, including the reservation to the said Courts of power to retake and resell the premises conveyed or any parcel thereof in case the party of the second part, its successors or assigns, should fail to pay any sum required to be paid by it under said decrees within the times specified in said decrees respectively after the entry of an order requiring such payment. ——————

In order to facilitate the recording hereof ten originals of this deed have been executed, acknowledged and delivered by the party of the first part, all or any one or more of which may be recorded and each of which when executed, acknowledged and delivered shall be deemed an original and all collectively but one instrument. ——————

In Witness Whereof, the party of the first part has caused its corporate seal to be hereunto affixed and these presents to be executed by its Vice-President and Secretary the day and year first above written ——————

(Corporate Seal)

The Farmer's Loan and Trust Company.
By W. D. Searls.
Vice President.

Countersigned
E. S. Marston
Secretary

Signed, Sealed and Delivered in presence of
P. A. Nolan
William H. Clarkson

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

I, William H. Clarkson, a Commissioner of Deeds in the State of New York, thereto appointed by the Governor of each of the following States, to wit: the States of Wisconsin, Minnesota, North Dakota, Montana, Idaho, Washington and Oregon,

for said States respectively, and a Notary Public for the City and County of New York, duly appointed by the Governor of the State of New York, do hereby certify that Whitlesey D. Isaacs and Edwin S. Moore Jun. whose names are signed to the foregoing indenture hereto annexed, bearing date on the 15th day of October 1896 as Vice President and Secretary, respectively, of The Farmers Loan and Trust Company, the corporation described in, and which executed the above instrument as grantor and bargainor, with whom I am personally acquainted, and who are to me personally known and known to me to be the Vice President and Secretary, respectively, of The Farmers Loan and Trust Company, the Grantor and bargainor therein named, and to be the individuals and identical persons of that name described in and who executed, and whose names are subscribed to the within and foregoing instrument as Vice President and Secretary, respectively, of the Farmers Loan and Trust Company, personally appeared before me, at my office in said County and Corporation aforesaid, and then and there being informed of the contents of the said indenture, they did on this sixteenth day of October, 1896, acknowledge the due execution of the within and foregoing indenture on the day the same bears date, and further did acknowledge said instrument to be the free act and deed of said corporation and that they had fully and voluntarily executed, signed, sealed and delivered the said indenture as the free and voluntary act and deed of The Farmers Loan and Trust Company aforesaid for the uses and purposes therein mentioned and contained, and the said Whitlesey D. Isaacs and Edwin S. Moore Jun. being by me duly sworn, did depose and say that they resided, the said Whitlesey D. Isaacs in New York City, and the said Edwin S. Moore Jun. in Brooklyn, N. Y.; that they are respectively the Vice President and Secretary of The Farmers Loan and Trust Company, the corporation described in and which executed the above instrument; that they knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order.

In Witness Whereof, I have hereunto set my hand and seal of office as Commissioner of Deeds in and for the several States of Wisconsin, Minnesota, North Dakota, Montana, Idaho, Washington and Oregon, and also as Notary Public in and for the City and County of New York, in the State of New York, at my office in said city of New York, this 16th day of October, 1896.

William H. Clarkson
Seal
Commissioner for the State of Wisconsin in New York

William H. Clarkson
Seal
Commissioner for the State of Minnesota in New York

William H. Clarkson
Seal
Commissioner for the State of North Dakota in New York

William H. Clarkson
Seal
Commissioner for the State of Montana in New York

William H. Clarkson
Seal
Commissioner for the State of Idaho in New York

William H. Clarkson
Seal
Commissioner for the State of Washington in New York, residing in New York City

William H. Clarkson
Seal
Commissioner for the State of Oregon in New York

William H. Clarkson
Seal
Notary Public for the City and County of New York, in the State of New York.

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

I, Henry D. Parrow, Clerk of the City and County of New York, and also Clerk of the Supreme Court for the said City and County, the same being a Court of record, do hereby certify that William H. Clarkson, whose name is subscribed to the certificate of proof or acknowledgment of the annexed instrument and therein written was at the time of taking such proof and acknowledgment a Notary Public in and for the City and County of New York, duly commissioned and sworn and duly authorized to take the acknowledgments and proofs of deeds for lands, tenements and hereditaments in the State of New York. And further, that I am well acquainted with the hand-writing of such Notary, and verily believe that the signature to said certificate of proof or acknowledgment is genuine.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 16th day of October, 1896.

Henry D. Parrow.
Clerk.

Seal

State of Wisconsin } ss.
Department of State }

Received this 14th day of December A. D. 1896 at 9 o'clock a. m. and recorded in Vol. 11 of R. R. Mortgages and Trust Deeds on pages 53-73.

H. C. Vanderwerk, Asst. Secretary of State.

here

Receivers Deed

Edwin A. C. Ilsley, Frank K. Bigelow & Andrew J. Barleigh

to

Northern Pacific Railway Company

Dated October 30th 1896.

This Indenture made this thirtieth day of October, in the year 1896, between Edwin A. C. Ilsley, Frank K. Bigelow & Andrew J. Barleigh as Receivers of the Northern Pacific Railroad Company, a corporation created by an act of Congress of the United States as hereinafter described and hereinafter called the Receivers, parties of the first part; and

Northern Pacific Railway Company, a corporation created by and existing under the laws of the State of Wisconsin (hereinafter called the Railway Company), party of the second part: —

Whereas, Under and in pursuance of the decrees in certain causes in the United States Circuit Court, wherein The Farmers Loan and Trust Company was complainant and the Northern Pacific Railroad Company and others were defendants, entered upon the 27th day of April and the 28th day of April, 1896, in the Eastern District of Wisconsin and upon subsequent days (viz: April 29 and May 12, 1896), in the several other districts in which such railroads, lands and other property were situated, all of the premises and property described in said several decrees were duly exposed and sold at public auction on the dates and at the places following to wit: On the city of Superior, in the State of Wisconsin on the 23d day of July, 1896; at Moorhead, Norton County, in the State of North Dakota, on the 27th day of July, 1896; at Missoula, Missoula County, in the State of Montana, on the 29th day of July, 1896; at St. Louis, St. Louis County, in the State of Idaho, on the 31st day of July, 1896, at Seattle, King County, in the State of Washington on the 3rd day of August, 1896, and at Portland, Multnomah County in the State of Oregon on the 4th day of August, 1896 by Alfred L. Ivory, in and by said decrees appointed Special Master to make, direct and conduct such sales and to execute and deliver proper deeds of conveyance of the property sold; at which sale the said Northern Pacific Railway Company became the purchaser of all the property so sold; and —

Whereas, Said decrees duly made and entered in the said causes by the District Court of the United States in and for the Eastern District of Wisconsin on the 8th day of August, 1896, and in the several other Districts in which such proceedings were pending, upon motions other dates between the 24th day of July, 1896, and the 14th day of August, 1896, the said sales of the said property by the said Special Master to the said Northern Pacific Railway Company were duly confirmed upon the conditions in said decrees of confirmation set forth; and —

Whereas, In and by the said several decrees it was further and respectively ordered that the Receivers of the property of the said Northern Pacific Railroad Company, severally and respectively should make, execute and deliver to such purchaser good and sufficient deeds of conveyance of any and all property of the said Northern Pacific Railroad Company constituting the First Parcel as mentioned and described in the said decrees and all property of the said Company appurtenant to said First Parcel and acquired for use in connection with or for the purposes of the said railroad or the business of the said Northern Pacific Railroad Company, and existing in or standing in the name of the said Receivers or any of them or to which the said Receivers or any of them in any manner should have acquired title, and should also deliver all the premises sold which might then be in their possession or to the purchaser, its successors or assigns, including all income, proceeds of income, bills and accounts receivable and other property received by the said Receivers or any of them severally and respectively in the management or operation of the mortgaged premises embraced in such conveyance or pertaining thereto; and —

Whereas, Upon the 18th day of August, 1896, the said Alfred L. Ivory as Special Master did make, execute and deliver to the said Northern Pacific Railway Company, party of the second part hereto, deeds, sealed and acknowledged on that day and in the form approved by the District Court of the United States for the Eastern District of Wisconsin, wherein and whereby the property described in and sold under said decrees was conveyed and confirmed to the said Northern Pacific Railway Company; and —

Whereas, The said Northern Pacific Railroad Company have requested the parties of the first part hereto, pursuant to the provisions of the said decrees, to make, execute and deliver to the said party of the second part hereto, as the purchaser at such sales, this deed of conveyance accordingly: —

Now, Therefore, This Indenture Witnesseth, That the said parties of the first part hereto, pursuant to the authority and direction to them severally and respectively given in and by said several judgments and decrees, as hereinabove recited, and also in performance and completion of their duty thereunder, and in consideration of the premises and of one dollar to them severally paid by the party of the second

part, the receipt of which is hereby acknowledged, hath granted, bargained, sold, assigned, aliened, released and confirmed, and by these presents doth grant, bargain, sell, alien, release, convey and confirm unto the said Northern Pacific Railway Company, party of the second part hereto, and to its successors and assigns forever.

All and singular the property, franchises and estate, whether real, personal or mixed, and wheresoever situate, embraced and included in the said judgments or decrees, and therein and thereby authorized and directed to be sold, and described in the said deed dated August 18, 1916, from Alfred L. Barry, Special Master to Northern Pacific Railway Company, of which said property, franchises and estate, real, personal or mixed, the following is a general description, that is to say: _____

All and singular the Property, franchises and estate, whether real personal or mixed, and wheresoever situate, embraced and included in the said several decrees, and therein and thereby authorized or directed to be sold as the First Parcel, the Second Parcel and the Third Parcel therein mentioned, the same being described as follows: _____

The First Parcel.

All and singular the railroad and telegraph line or lines of the defendant the Northern Pacific Railroad Company, as the same were constructed or being constructed at the date of the execution of the General Second Mortgage, namely, on the 20th day of December, 1893 or as the same were thereafter constructed, viz.: The main line from a point on Lake Superior, in the State of Wisconsin, at or near the mouth of the Montreal River, which river forms, in part, the boundary between the States of Wisconsin and Michigan, to its terminus at Tacoma on Puget Sound, in the Territory (now State) of Washington, via the valley of the Columbia River, and its branch from or junction on said main line across the Cascade Mountains to Puget Sound, and all the lands, tenement and hereditaments acquired or appropriated for the purpose of right of way for said main line and branch, and all the estates and appurtenances thereto belonging or in any wise appertaining, and all the railways, sways and rights of way, depot grounds, tracks, bridges, viaducts, culverts, fences and other structures, wharves, docks, depots, station houses, engine houses, car houses, freight houses, wood houses, warehouses, machine shops, water tanks, turntables, superstructures, rections and fixtures, whether held at the date of the execution of said General Second Mortgage or thereafter acquired for the use of said lines of railroad, or

in connection therewith, or the business thereof; also all locomotives, tenders, cars, hand or push cars and all other rolling stock or equipment, and all rails, ties, fastenings, switches, side tracks and machinery, tools, implements, fuel, supplies and materials whatsoever, for or in respect of the constructing, operating, maintaining, repairing or replacing said lines of railroad or any part thereof necessary or convenient for use for the purposes thereof, whether held and owned at the date of the execution of said General Second Mortgage, or thereafter acquired by said Northern Pacific Railroad Company, together with all the equipments and appurtenances whatsoever thereunto belonging, whether then held or thereafter acquired and all rights, privileges, immunities and franchises connected with or relating to said lines of railroad, and line or lines of Telegraph, or the construction, operation, maintenance, use or enjoyment thereof, then held or thereafter acquired by said railroad company; and all separate and other franchises of any nature relating thereto including the franchises of said railroad company to be a corporation; and all the income, earnings and profits of said Northern Pacific Railroad Company and main line and Cascade Branch; also all the estate, right, title and interest of said Northern Pacific Railroad Company in and to the lease of the St. Paul and Northern Pacific Railway, and in and to the railroad, properties and appurtenances and the terminal and other facilities thereby mentioned and described or intended so to be, which said lease bears date the first day of June, one thousand eight hundred and eighty-three and is recorded in the office of the Secretary of State of the State of Minnesota; also the undivided one half of all that part of the St. Paul and Duluth Railroad which extends from its junction with the said main line of railroad of the said Northern Pacific Railroad Company, near Thompson in the County of Carlton, to Duluth, in the State of Minnesota, with the appurtenances thereto belonging and all the rights, privileges, easements, property and rights of property thereto belonging, or used or intended to be used in connection therewith or for the purposes thereof; also all and singular the lands, premises and real estate situated and being in the city of St. Paul in the State of Minnesota and in the said city of Duluth which the said Northern Pacific Railroad Company owned at the date of the execution of said General Second Mortgage or which thereafter is acquired for use in connection with or for the purposes of said railroads or any of them or the business of the said Northern Pacific Railroad Company; and also all and singular all other property and rights of property of every kind and nature of the said Northern Pacific Railroad Company owned by it at the date of

the execution of said General Second Mortgage or thereafter required wherever situated or however held for use in connection with or for the purposes of the said railroads, many of them, or the business of said Northern Pacific Railroad Company, including all stocks and bonds in other companies owned by the defendant the Northern Pacific Railroad Company at the time of the appointment of Receivers in said sale under the bill of complaint filed by said complainant The Farmers Loan and Trust Company on October 16 1893, other than stocks and bonds pledged under the Consolidated Mortgage or otherwise, and all the right, title and interest of said Northern Pacific Railroad Company in such pledged stocks and bonds subject to the rights of the pledgee thereof.

Together with all and singular the hereditaments and appurtenances thereto belonging or in anywise appertaining.

Excepting, however, any portion of said premises which may have been released from the lien and operation of said General Second Mortgage under the powers reserved thereunder.

Subject, however, as to the portions of the above-described property owned thereby, to the lien of a mortgage or deed of trust, dated the first day of May, 1879, executed by the Northern Pacific Railroad Company to the complainant The Farmers Loan and Trust Company, as Trustee, to secure an issue of forty-year six per cent. sinking fund bonds of said Northern Pacific Railroad Company to the amount of $2,500,000, under which mortgage there were outstanding on January 1st, 1896, bonds to the aggregate amount of $1,915,500 of principal.

Subject, Also, as to the portions of the above-described property owned thereby, to a certain mortgage or deed of trust, dated the first day of September, 1879, executed by said Northern Pacific Railroad Company to The Farmers Loan and Trust Company, as Trustee, to secure an issue of forty-year six per cent. sinking fund bonds of said railroad company to the amount of $4,500,000, under which mortgage there were outstanding on January 1st, 1896 bonds to the aggregate amount of $357,000 of principal.

Subject, Also, as to all the above-described property to a certain mortgage or deed of trust, dated the first day of January, 1881, known as the General First Mortgage of said Northern Pacific Railroad Company, and executed by said Northern Pacific Railroad Company to the Central Trust Company of New York, as trustee, to secure an issue of six per cent. forty-year sinking fund gold bonds of said railroad company, to be issued at the rate of $25,000 per mile of said railroad

and Cascade Branch, under which mortgage there were outstanding on January 1st, 1896, bonds to the aggregate amount of $41,979,000 of principal.

Subject, Also, to the performance by the purchaser, or its successors or assigns, of all pending contracts in respect of said First Parcel lawfully made by the Receivers of the Northern Pacific Railroad Company before such sale thereof.

The Second Parcel.

(a) First Mortgage Bonds of other companies received by The Farmers Loan and Trust Company as security for the Consolidated Mortgage Bonds of said Northern Pacific Railroad Company in accordance with the provisions of the mortgage under which said bonds were issued, as follows, to-wit:

Little Falls and Dakota Railroad Company	$1,757,000	
Less cancelled in Sinking Fund	179,571	
		$1,577,429
Northern Pacific, Fergus and Black Hills Railroad Company	$2,342,000	
Less cancelled in Sinking Fund	239,299	
		2,102,701
		889,000
Duluth, Brookston and Northern Railroad Company		
Fargo and Southwestern Railroad Company	$1,748,000	
Less cancelled in Sinking Fund	178,602	
		1,569,398
		318,000
Northern Pacific, La Moure and Missouri River Railroad Company		
Sanborn, Cooperstown and Turtle Mountain Railroad Company	$730,000	
Less cancelled in Sinking Fund	64,250	
		665,750
Jamestown and Northern Railroad Company	$2,050,000	
Less cancelled in Sinking Fund	206,084	
		1,843,916
		270,000
Jamestown and Northern Extension Railroad Company		138,000
Southeastern Dakota Railroad Company		3,260,000
Northern Pacific and Manitoba Railroad Company		
Rocky Mountain Railroad Company of Montana	$1,034,000	
Less cancelled in Sinking Fund	91,059	
		942,941
		3,462,000
Northern Pacific and Montana Railway Company		
Helena and Jefferson County Railroad Company	$402,000	
Less cancelled in Sinking Fund	35,401	
		366,599
		270,000
Spokane Falls and Idaho Railroad Company		1,218,000
Spokane and Palouse Railroad Company (Idaho Division)		400,000
Central Washington Railroad Company		(continued)

Yakima River and Northern Railroad Company	375.000
Northern Pacific and Cascade Railroad Company	398.000
Northern Pacific and Puget Sound Shore Railroad Company.	1,383.000
United Railroads of Washington	5,298.000
Bluelum Railroad Company	68.000
	28,800,734

(b) General Third Mortgage Bonds of the Northern Pacific Railroad Company exchanged for consolidated Mortgage Bonds, in accordance with the terms of said mortgage, $35.000.

(c) Capital stocks of the other Railroad Companies received by The Farmers Loan and Trust Company as security for said Consolidated Mortgage Bonds, in accordance with the provisions of said Mortgage, all of which shares, except qualifying shares held by the Directors of said Companies, are now held by The Farmers Loan and Trust Company as follows, to wit:

Name of Company	Amt of Stock Deposited	Held by Director
Duluth, Watertown and Northern Railroad Company	$4,999,300	$1.00
Northern Pacific, La Moure and Missouri River Railroad Company	317,500	500
Jamestown and Northern Extension Railroad Company	1,599,500	500
Southeastern Dakota Railroad Company	133,000	500
Northern Pacific and Manitoba Railroad Company	990,000	10,000
Spokane Falls and Idaho Railroad Company	499,300	700
Northern Pacific and Cascade Railroad Company	224,500	500
Northern Pacific and Puget Sound Shore Railroad Company	274,500	500
Tacoma, Olting and Southeastern Railroad Company	171,500	500
Bluelum Railroad Company	299,300	700
Rocky Fork and Cooke City Railroad Company	2,000,000	
Yakima River and Northern Railroad Company	423,500	500
	$11,931,900	$15,600

And also all extensions of and additions to the railroads of said Northern Pacific Railroad by construction, acquisition, purchase or otherwise, and all bonds or other securities obtained by said railroad company in the course of such acquisition or construction or otherwise, to the extent that such extensions, additions and bonds or other securities were paid for by the proceeds of bonds secured by said Consolidated Mortgage.

The Third Parcel

All the estate, right and title of the said Northern Pacific Railroad Company, under leases or otherwise, in and to all branches at the date of the execution of said General Third Mortgage — namely, the 1st day of December, 1887 — constructed and operated as feeders to said main line and of the said Cascade

Branch of the Northern Pacific Railroad Company, viz: The Little Falls and Dakota Railroad in Minnesota; the Northern Pacific, Fargo and Black Hills Railroad, and the Duluth and Manitoba Railroad in Minnesota and Dakota; the Fargo and Southwestern Railroad, the Jamestown and Montana Railroad, the Jamestown and Northern Railroad, the James River Valley Railroad and the Northern Pacific La Moure and Missouri River Railroad, in Dakota; the Rocky Mountain Railroad, of Montana; the Helena and Jefferson County Railroad, the Helena and Red Mountain Railroad, the Missoula and Bitter Root Valley Railroad, the Helena and Northern Railroad, the Drummond and Phillipsburg Railroad and the Helena, Boulder Valley and Butte Railroad, in Montana; the Spokane Falls and Idaho Railroad, in Idaho; the Spokane and Palouse Railway, the Northern Pacific and Cascade Railroad, the Northern Pacific and Puget Sound Shore Railroad and the Bluelum Railroad, in Washington Territory Grow Roads; and in and to all branch railroads after the date of the execution of said mortgage acquired or constructed and operated as such feeders of the said main line or Cascade Branch, with the hereditaments and appurtenances thereto belonging and appertaining.

The Land Grant.

All lands within the said State of Wisconsin, the said State of North Dakota (except such as lie east of the Missouri River in said State), the said State of Montana, the said State of Idaho, the said State of Washington, and the said State of Oregon, granted by the Congress of the United States to aid in the construction and equipment of the railroads of the Northern Pacific Railroad Company, for which letters patent have issued to said Railroad Company and the right of said Railroad Company to receive lands within said State respectively (except such in the State of North Dakota as lie east of the Missouri River) under said grants of Congress for which letters patent have not issued, but which have been selected by and certified to said Company, being all the lands and rights in respect of lands particularly described and set forth in the said schedules respectively marked "C" annexed to and forming part of said Special Master's report to the said Circuit Courts of the United States, and filed in the office of the Clerks of said Courts as aforesaid, together with all the right, title, interest, benefit, claim and demand of said Northern Pacific Railroad Company and the Receivers thereof in, to, under or by reason of certain contracts made by said Company or Receivers for the sale of certain of said lands designated upon said schedule by a specific number, as to the portions of said lands covered thereby, and all

moneys due and to grow due thereunder. ——

Also all lands within the said State of Wisconsin, North Dakota (except such as lie east of the Wisconsin River in said State), Montana Idaho, Washington and Oregon, granted by the Congress of the United States to aid in the construction and equipment of the railroads of the Northern Pacific Railroad Company, for which patents have not issued and which have not been selected by and certified to said Railroad Company, but to which said Railroad Company is entitled, under said grants of Congress, and all rights of said Railroad Company to receive from the United States any lands within said State (except such in the State of North Dakota as lie east of the Missouri River), which have not been certified or patented to said Railroad Company, whether under the grant expressed in the Act of Congress of July 2, 1864, or under any subsequent grant by way of indemnity or otherwise to said Railroad Company, together with all the right, title, interest and claim in and to any such lands, and all its rights to receive from the United States patents therefor; and together with all the right, title, interest, benefit, claim and demand of said Northern Pacific Railroad Company and the Receivers thereof in, to, under or by reason of any contracts made by said Company or Receivers for the sale of any of said lands, as to the portions of said lands covered thereby, and all moneys due and to grow due thereunder; and also all mineral and other reservations and exceptions of every nature and description contained in any conveyance or contract in respect of lands within said State (except such in the State of North Dakota as lie east of the Missouri River) at any time made by said Railroad Company or its Receivers, or otherwise, and all rights, benefits, equity of redemption, title, interest or claim of said Railroad Company thereunder and in and to all lands granted to it by the Congress of the United States within said State (except such in the State of North Dakota as lie east of the Missouri River), and which may not be included in the sales under said decrees under the preceding description of lands for which letters patent have issued to said Railroad Company, and the right to receive lands for which letters patent have not issued, but which have been selected by and certified to said Company, whether or not such lands are now held by or have heretofore been sold or contracted to be sold by said Railroad Company or such Receivers, or are claimed to have been sold under judicial proceedings or for non-payment of taxes, or for any cause whatsoever and whether or not the same stand in the name of said

Railroad Company; it being the intention to include every possible right, title and interest in said Railroad Company in and to any of the lands within said State (except such in the State of North Dakota as lie east of the Missouri River) owned by any grant to said Railroad Company by the Congress of the United States, and which may not be included in the sales under said decrees under the preceding description of lands for which letters patent have issued to said Railroad Company, and the right to receive lands for which letters patent have not issued, but which have been selected by and certified to said Company. ——

Together with all income, proceeds of income, bills and accounts receivable, cash and other property received by the Receivers of the said Northern Pacific Railroad Company, or any of them, in the management or operation of the mortgaged premises embraced in this conveyance or pertaining thereto; and also any and all property appertaining to said premises and acquired for use in connection with or for the purposes of said Railroad or the business of said Railroad and vested in or standing in the name of the said Receivers or of any of them or to which the said Receivers, or any of them, in any manner have acquired title and expressly including all leases of and leasehold rights in the St. Paul and Northern Pacific Railway Company, and all subleases of any property of the said St. Paul and Northern Pacific Railway Company made by the Northern Pacific Railroad Company and all and every its rights under any and every such sublease to collect rent and receive income. ——

Together also with all and every the right, title and interest of every name or nature which the Northern Pacific Railroad Company had in or to the property and premises before mentioned on the 20th day of December, 1893 or any time thereafter acquired. ——

Excepting, however, all such leases and contracts as shall with the said First Parcel or interest in the said Third Parcel as the party of the second party has elected, on before November 19, 1896 may elect, not to assume or adopt. ——

To have and to hold all and singular the above-mentioned and described railroad franchises, stocks, bonds, land grant and other property hereby conveyed (other than the items hereinbefore specifically excepted) unto the said party of the second part and its successors and assigns forever. ——

Subject, however, to all the conditions and reservations of each of said several decrees of sale and said decrees confirming the said sales, entered in said United States Circuit Courts respectively for the Eastern District of Wisconsin, the Western

District of Wisconsin, The District of Minnesota, The District of North Dakota, The District of Montana, The District of Idaho, The District of Washington, The District of Oregon, The Northern District of Illinois and The Southern District of New York, including the reservation to the said Courts of power to retake and resell the premises conveyed or any part thereof in case the party of the second part, its successors or assigns, should fail to pay any sum required to be paid by it under said decrees within the times specified in said decrees respectively after the entry of an order requiring such payment.

In order to facilitate the recording hereof the originals of this deed have been executed acknowledged and delivered by the parties of the first part, all or any one or more of which may be recorded and each of which when executed, acknowledged and delivered shall be deemed an original and all collectively but an instrument.

In Witness Whereof, The parties of the first part have hereunto set their hands and seals, the day and year first above written.

Edwin H. McHenry {Seal}
Frank H. Bigelow {Seal}
Andrew J. Barleigh {Seal}
Receivers of the Northern Pacific Railroad Company

In presence of
Geo. P. Miller
Wm. H. Morris
As to Frank H. Bigelow

H. W. Carroll
A. Cockingham
As to Andrew J. Barleigh.

As to Edwin H. McHenry
R. H. Rea
R. A. Thurston

State of Minnesota } ss.
County of Ramsey }

On John H. Dixon a Notary Public for the County of Ramsey, State of Minnesota, duly appointed by the Governor of the State of Minnesota, do hereby certify that Edwin H. McHenry, whose name is signed to the foregoing indenture hereto annexed, bearing date on the 30th day of October, 1896, as one of the Receivers of the Northern Pacific Railroad Company, with whom I am personally acquainted, and who is to me personally known to be one of the grantors and bargainors therein named and to be the individual and identical person of that name described in and who executed and whose name is subscribed to the within and foregoing instrument, and known to me to be one of the Receivers of the Northern Pacific Railroad Company as therein described, personally appeared before me at my office in said county aforesaid,

and, then and there being informed of the contents of the said indenture he did on this Twelfth day of November, 1896, acknowledge the due execution of the within and foregoing indenture on the day the same bears date, and, further, did acknowledge that he had voluntarily executed, signed, sealed and delivered the said indenture as his free and voluntary act and deed as one of the Receivers of the Northern Pacific Railroad Company as aforesaid for the uses and purposes therein mentioned and entained.

In Witness Whereof I have hereunto set my hand and seal of office as Notary Public in and for the County of Ramsey in the State of Minnesota, at my office in said County of Ramsey, this Twelfth day of November, 1896.

John H. Dixon
Notary Public for the County of Ramsey
in the State of Minnesota.

State of Minnesota } ss.
County of Ramsey }

I, Edward H. Rogers, Clerk of the District Court for the Second Judicial District and County aforesaid, the same being a court of record, do hereby certify that John H. Dixon, Esq., before whom the annexed proof of acknowledgment was taken, was, at the time of taking such proof or acknowledgment a Notary Public in and for said County of Ramsey, commissioned and sworn and duly authorized to take acknowledgments to deeds and other instruments in writing in the State of Minnesota; That I am well acquainted with the handwriting of such officer, and verily believe that the signature to said proof or acknowledgment is genuine. I further certify that said instrument is executed and acknowledged according to the laws of the State of Minnesota.

In Testimony Whereof I have hereunto set my hand and affixed the seal of said Court at St. Paul, this 12th day of November, A.D. 1896.

Edward H. Rogers, Clerk.
By L. L. Pitch, Deputy Clerk.

State of Wisconsin } ss.
County of Milwaukee }

I, William H. Morris, a Notary Public for the County of Milwaukee, State of Wisconsin, duly appointed by the Governor of the State of Wisconsin, do hereby certify that Frank H. Bigelow, whose name is signed to the foregoing indenture hereto annexed, bearing date on the 30th day of October, 1896, as one of the

Receivers of the Northern Pacific Railroad Company, with whom I am personally acquainted, and who is to me personally known to be one of the grantors and bargainors therein named, and to be the individual and identical person of that name described in and who executed and whose name is subscribed to the within and foregoing instrument and known to me to be one of the Receivers of the Northern Pacific Railroad Company as therein described, personally appeared before me at my office in said county aforesaid, and, then and there being informed of the contents of the said Indenture, he did, on the fourteenth day of November, 1896, acknowledge the due execution of the within and foregoing Indenture on the day the same bears date, and further did acknowledge that he had voluntarily executed, signed, sealed and delivered the said Indenture as his free and voluntary act and deed as one of the Receivers of the Northern Pacific Railroad Company as aforesaid for the uses and purposes therein mentioned and contained.

In Witness Whereof, I have hereunto set my hand and seal of office as Notary Public in and for the County of Milwaukee, in the State of Wisconsin, at my office in said County of Milwaukee, this fourteenth day of November, 1896.

William H. Morris

(Notarial Seal)

Notary Public for the County of Milwaukee in the State of Wisconsin.

State of Wisconsin } ss.
County of Milwaukee } ——— Office of the Clerk of the Circuit Court. ———

I, A. W. Hill, Clerk of the Circuit Court of the County of Milwaukee in the State of Wisconsin, the said Court being a Court of Record and having a seal, do hereby certify that William H. Morris, Esquire whose name appears subscribed to the annexed instrument was at the date thereof a Notary Public within and for said State, residing in said County, duly appointed and qualified and empowered by the laws of said State to administer oaths, take depositions and acknowledgments of deeds, and perform such other duties as by the laws of nations or according to commercial usage may be performed by Notaries Public, and that to his acts and attestations as such full faith and credit is and ought to be given in Court and out. I further certify that I am well acquainted with the signature and handwriting of the aforesaid Notary Public and I verily believe said signature purporting to be his is genuine; that the seal here attached is a correct impression of his official seal, and that said instrument is executed and acknowledged according to the laws of the State

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Court at Milwaukee in said County and State, on the 14th day of November, One Thousand Eight Hundred and Ninety-six.

A. W. Hill
Clerk of Circuit Court.

State of Washington } ss.
County of King }

I, J. E. Lilly, a Notary Public in and for the State of Washington, there duly appointed by the Governor of the State of Washington, and duly qualified and acting, do hereby certify that Andrew J. Barleigh, whose name is signed to the foregoing Indenture hereto annexed, bearing date the 30th day of October, 1896, as one the Receivers of the Northern Pacific Railroad Company, with whom I am personally acquainted, and who is to me personally known to be one of the grantors and bargainors therein named, and to be the individual and identical person of that name described in and who executed said and whose name is subscribed to the within and foregoing instrument and known to me to be one of the Receivers of the Northern Pacific Railroad Company as therein described, personally appeared before me at my office in said County aforesaid, and, then and there being informed of the contents of the said Indenture, he did, on the 23d day of November, 1896, acknowledge the due execution of the within and foregoing Indenture on the day the same bears date, and further did acknowledge that he had voluntarily executed, signed, sealed and delivered the said Indenture as his free and voluntary act and deed as one of the Receivers of the Northern Pacific Railroad Company as aforesaid for the uses and purposes therein mentioned and contained.

In Witness Whereof, I have hereunto set my hand and seal of office as Notary Public in and for the said State of Washington at my office in said County of King and State of Washington, this 23d day of November, 1896.

J. E. Lilly
Notary Public residing at Seattle.
King County, State of Washington.

(Notarial Seal)

State of Washington } ss.
County of King }

I, J. W. Gordon, County Clerk and Clerk of the Superior Court of the State of Washington for the County of King, the same being a Court of Record, do hereby certify that J. E. Lilly,

the person subscribing the annexed acknowledgment and before whom the same was taken, was at the date thereof, and is now a Notary Public in and for the said State, duly appointed and commissioned; that by virtue of his said office he is authorized to take acknowledgments of deeds and other instruments of writing under seal and to administer oaths.

I do further certify that I am acquainted with the handwriting of the said E. E. Lilly and verily believe the name subscribed to the said annexed instrument is his proper and genuine signature

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Court, at Seattle, this 23d day of November, A.D. 1896.

(Seal.)

T. W. Gardner, Clerk.
By C. B. Gardner, Deputy Clerk.

State of Wisconsin } ss.
Department of State.

Received this 14th day of December, A. D. 1896 at 9 o'clock A.M. and recorded in Vol. 11 of Railroad Mortgages and Trust Deeds on pages 74-86½ time.

E. E. Vanderook
Assistant Secretary of State.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Court at Milwaukee in said County and State on the 14th day of December, One Thousand Eight Hundred and Ninety-six.

C. W. Noll
Clerk of Circuit Court.

State of Wisconsin } ss.
Department of State.

Received this 14th day of December A. D. 1896 at 9 o'clock A.M. and recorded in Vol. 11 of Railroad Mortgages and Trust Deeds on pages 74-87.

E. E. Vanderook
Assistant Secretary of State.

Prior Lien Mortgage.
Northern Pacific Railway Company.
to
The Mercantile Trust Company. Trustee
Dated November 10, 1896.

This Indenture, made this tenth day of November, in the year one thousand eight hundred and ninety-six, between Northern Pacific Railway Company, a corporation created by and existing under the laws of the State of Wisconsin hereinafter called the "Railway Company," party of the first part, and The Mercantile Trust Company, a corporation created by and existing under the laws of the State of New York, hereinafter called the "Trustee", party of the second part.

Whereas, pursuant to certain decrees and orders entered by the United States Circuit Court for the Eastern District of Wisconsin in a certain cause therein pending, wherein The Farmers Loan & Trust Company and others were complainants and The Northern Pacific Railroad Company and others were defendants, and in certain other decrees made and entered by the United States Circuit Courts for various other Districts in certain ancillary causes therein pending between the above named parties, the railroad and telegraph lines, property and franchises of the Northern Pacific Railroad Company, a corporation organized under an Act of Congress of the United States, to construct a railroad and telegraph line from a point on Lake Superior in the State of Wisconsin to the State of Minnesota

to Puget Sound on the Pacific Coast by the Northern route, including the branch from or spur on said lines across the Cascade Mountains to Puget Sound, and also certain lands granted by the Congress of the United States to aid in the construction and equipment of the main line and branch of said Company, and, also, the rights of said company under such grants made by Congress, and also certain shares of stock and bonds of other companies, and certain other properties were sold to the Railway Company, party of the first part hereto, by Alfred L. Tooley, the Special Master appointed by said Courts to make such sale.

And Whereas, in said causes pending in said several courts such further proceedings were had that the sales of said properties were duly confirmed and said railroad and telegraph lines, franchises, lands and rights to lands, stocks, bonds and other properties were conveyed and assigned to the Railway Company, party of the first part hereto, in pursuance of the said decrees and of the orders of said Courts made therein.

And Whereas, prior to such sales and conveyances, and for the purpose of enabling the Railway Company, party of the first part hereto, to make payment for said railroad and telegraph lines, franchises, land grants, rights to lands, stocks, bonds and other properties, and of procuring the execution and delivery of the bonds hereby secured as hereinafter provided, and for other purposes, the firm of J. P. Morgan and Co., of the city of New York, entered as Reorganization Managers under certain plan and agreement dated March 16, 1896, for the reorganization of the Northern Pacific Railroad Company, and, transferred and delivered to the Railway Company, party of the first part hereto, General First Mortgage Bonds, General Second Mortgage Bonds, General Third Mortgage Bonds and Consolidated Mortgage Bonds of said Northern Pacific Railroad Company, together with certain other securities and property, upon the express promise and agreement of the Railway Company, among other things, to execute and deliver this mortgage or deed of trust covering as hereinafter set forth, the railroad and telegraph lines, property, franchises, lands, rights to lands, stocks and bonds so acquired at said sales, and certain other properties now owned or hereafter to be acquired by the Railway Company, and to make, execute, deliver and use as hereinafter provided, its bonds secured by this indent-

And Whereas, the railroad, rolling stock, telegraph lines, lands and land grants so acquired by the Railway Company, or certain parts thereof, are subject to the following prior mortgages, viz: A certain mortgage dated May 1st, 1879, executed by said Northern Pacific Railroad Company to The Farmers Loan and Trust Company, as Trustee, covering the part of its main line of railroad known as its Missouri Division, extending from the west bank of the Missouri River, in the State of South Dakota, to the east bank of the Yellowstone River, in the State of Montana, and all the lands granted by Congress pertaining thereto, and certain other property, to secure an issue of $2,500,000 of its forty-year sixty per cent. Sinking Fund Bonds, under which mortgage bonds to the aggregate amount of $1,776,000 of principal are now outstanding, exclusive of any bonds called in for redemption for the Sinking Fund but not actually redeemed.

A certain mortgage dated January 1st, 1881, executed by said Northern Pacific Railroad Company to the Central Trust Company of New York, as Trustee (hereinafter called its "General First Mortgage"), covering, as in said mortgage described, its lines of railroad and telegraph and certain lands granted to it by Congress and rights under such grants, and all rolling stock and other property acquired for use in connection with its said railroad and all its franchises, made to secure an issue of its Railroad and Land Grant General First Mortgage Sinking Fund six per cent. Gold Bonds (hereinafter called "General First Mortgage Bonds") to be issued at the rate of $25,000 per mile of its main line of railroad and Cascade Branch, under which mortgage bonds to the aggregate amount of $16,142,000 of principal are now outstanding besides and in addition to (1) $24,590,000 of said bonds owned by the Railway Company as aforesaid, from said firm of J. P. Morgan and Co., acting as said Reorganization Managers, and by the Railway Company delivered to and pledged with the Trustee hereunder, and (2) bonds now held in or called in for redemption for the Sinking Fund in said mortgage provided.

And Whereas, the railway and property of the St. Paul and Northern Pacific Railway Company has been conveyed as hereinafter will be conveyed to the Railway Company, subject (1) to a certain mortgage dated May 1st, 1877, executed by The Western Railroad Company of Minnesota to Charlemagne Tower and A. Foley Smith, as Trustees, to secure an issue of $500,000 of its bonds, under which mortgage there are now outstanding bonds to the aggregate amount of $420,000

and (2) to a certain other mortgage dated June 1st, 1893, executed by said Northern Pacific Railway Company to United States Trust Company of New York, as Trustee, to secure an issue of $10,000,000 of its bonds under which mortgage there are now outstanding bonds to the aggregate amount of $8,003,000.

And Whereas, at a meeting of the Board of Directors of the Railway Company, held at its office in the city of New York on the 26th day of October, in the year eighteen hundred and ninety-six, the draft of a mortgage or deed of trust in the form of this indenture was submitted and read, and a resolution in the following words was duly and unanimously adopted, viz:

Resolved, That the Chairman of the Board, or the President and the Secretary, or any Assistant Secretary, of the Northern Pacific Railway Company be, and they are hereby, authorized and directed, when approved by the Stockholders, to execute, acknowledge and deliver, in behalf of this company and under its corporate seal, to The Mercantile Trust Company, a corporation of the State of New York, as Trustee, a mortgage or deed of trust substantially in the form of the draft thereof now submitted to this Board, of the property and franchises of this corporation, to be known as its "Prior Lien Mortgage" to secure an issue of bonds to be called "Prior Lien Railway and Land Grant Gold Bonds", the aggregate amount of which bonds at any time outstanding shall not exceed $130,000,000; the principal of such bonds to be payable in gold coin of the United States of America, of the present standard of weight and fineness, at the office or agency of this Company in the city of New York, on the first day of January, 1997, with interest thereon from the first day of January, 1897, at the rate of four per cent. per annum, payable in like gold coin, quarterly, at the said office or agency on the first days of January, April, July and October in each year; both the principal and interest of said bonds to be payable without deduction for any tax or taxes imposed by the United States, or any State or Municipality thereof, which this Company may be required to pay or to retain therefrom under any present or future laws; such bonds to be coupon bonds, with provision for registration as to principal, and registered bonds without coupons and to be issued and disposed of, on the terms and conditions, and for the purposes and in the manner set forth in said form of mortgage.

And Whereas, the bonds, to be issued by this indenture shall be coupon bonds of the denomination of $500, numbered consecutively from 1 upwards, and of the denomination of $1,000, numbered consecutively from 1 upwards, and registered bonds of the denomination of $100 and such multiples of $100 as the Railway Company may prescribe by resolution of the Board of Directors, may each bear a distinctive number or designation (and the registered bonds of $500 and $1,000 respectively to be numbered consecutively from 1 and 1 upwards, regardless of the numbering of registered bonds of other denominations), and all bonds, from time to time, as directed by the Board of Directors of the Railway Company, shall be executed in the name and on behalf of the Railway Company and under its corporate seal by the President or any Vice-President, and the Secretary or any Assistant Secretary of the Railway Company, and shall be substantially of the following tenor, to wit:

[Form of Coupon Prior Lien Railway and Land Grant Gold Bonds for $500 and $1,000.]

$.

No.

United States of America.
Northern Pacific Railway Company.
Prior Lien Railway and Land Grant Gold Bond.

Know All Men by These Presents, That Northern Pacific Railway Company, a corporation, hereinafter called the "Railway Company", for value received, promises to pay to the bearer, or, if registered, to the registered holder of this bond, ——— Dollars, gold coin of the United States of America of the present standard of weight and fineness, on the first day of January, in the year 1997, at the office or agency of the Railway Company in the city of New York, U. S., and to pay interest thereon at the rate of four per cent. per annum from January 1, 1897, payable quarterly at said office or agency, in like gold coin, on the first days of January, April, July and October in each year, but only upon presentation and surrender, as they severally mature, of the coupons therefor annexed and to be annexed hereto. Upon presentation of this bond in or after January 1st, 1947, the Railway Company will attach hereto sheets of coupons representing the interest installments to become due after that date, proper endorsement thereof being made on this bond.

Both the principal and interest of this bond are payable without deduction for any tax or taxes of the United States or any State or Municipality thereof, which the Railway Company may be

required to pay or to obtain therefrom, under any present or future
law.

This bond is one of a series of coupon and registered bonds of the Railway Company, known as "Prior Lien Railway and Land Grant Gold Bonds", duly authorized and approved by the Board of Directors and Stockholders of the Railway Company and issued and to be issued, to an amount not exceeding in the aggregate $130,000,000 at any one time outstanding; all of which bonds are issued under and in pursuance of, and are equally secured by, a mortgage or deed of Trust dated November 10th, 1896, executed by the Railway Company to The Mercantile Trust Company, a corporation of the State of New York, as Trustee, of all the property and franchises of the Railway Company mentioned in said mortgage or deed of Trust, to which reference is hereby made for a description of the property and franchises mortgaged and the nature and extent of the security, and the rights of the holders of said bonds, under the same, and the terms and conditions upon which said bonds are issued and secured.

This bond may be registered as to principal in the owner's name on the books of the Railway Company at its office or agency in the City of New York, such registry being noted on the bond by the Company's transfer agent, after which no transfer shall be valid, unless made on the Company's books by the registered owner and similarly noted on the bond; but the same may be discharged from registry by being transferred to bearer, after which transferability by delivery shall be restored; but it may again from time to time be registered or transferred to bearer as before; such registration, however, shall not affect the negotiability of the coupons by delivery merely. This bond is also exchangable for registered bonds without coupons, as provided in said mortgage or deed of Trust.

This bond shall not become obligatory for any purpose until it shall have been authenticated by the certificate hereon endorsed of the Trustee under said mortgage or deed of Trust.

In Witness Whereof, the Northern Pacific Railway Company has caused these presents to be signed by its President or one of its Vice-Presidents, and its corporate seal to be hereunto affixed, and to be attested by its Secretary or an Assistant Secretary, and coupons for said interest maturing up to January 1st, 1947, with the engraved signature of its Treasurer, to be attached hereunto this tenth day of November, 1896.

Northern Pacific Railway Company. By _____ President.

Attest: _____ Secretary.

[Form of Registered Prior Lien Railway and Land Grant Gold Bond.]

United States of America

Northern Pacific Railway Company.

Registered Prior Lien Railway and Land Grant Gold Bond.

$

No.

Know All Men By These Presents, That Northern Pacific Railway Company, a corporation, hereinafter called the "Railway Company", for value received, promises to pay ---- or assigns, the sum of ---- dollars, gold coin of the United States of America of the present standard of weight and fineness, on the first day of January, in the year 1997, at the office or agency, in the City of New York, (or in London), on the first days of January, April, July and October in each year.

Both the principal and interest of this bond are payable without deduction for any tax or taxes of the United States or any State or Municipality therein, which the Railway Company may be required to pay, or to obtain therefrom under any present or future law.

This bond is one of a series of coupon bonds and registered bonds of the Railway Company, known as "Prior Lien Railway and Land Grant Gold Bonds" duly authorized and approved by the Board of Directors and Stockholders of the Railway Company, issued and to be issued, to an amount not exceeding in the aggregate $130,000,000 at any one time outstanding; all of which Bonds are issued under and in pursuance of, and are equally secured by, a mortgage or deed of trust, dated November 10th, 1896, executed by the Railway Company to The Mercantile Trust Company, a corporation of the State of New York, as Trustee of all the property and franchises of the Railway Company mentioned in said mortgage or deed of trust, to which reference is hereby made for a description of the property and franchises mortgaged and the nature and extent of the security, and the rights of the holders of said bonds, under the same, and the terms and conditions upon which said bonds are issued and secured.

This bond is transferable by the registered holder thereof, in person (or by the registered holder thereof, in person or by attorney duly authorized, on the books of the Railway Company at its office or agency in the city of New York, upon surrender and cancellation of this bond, and a new registered bond will be issued to the transferee in exchange therefor, as provided in said mortgage or deed of trust, and on payment, if the Railway Company shall so require, of the charge therein provided for.

This bond shall not become obligatory for any purpose until

it shall have been authenticated by the certificate herein indorsed of the Trustee under said mortgage or deed of Trust. _____

In Witness Whereof, The Northern Pacific Railway Company have caused These presents to be signed by its President, or one of its Vice-Presidents, and its corporate seal to be hereunto affixed and to be attested by its Secretary or Assistant Secretary this ... day of ....

Northern Pacific Railway Company

By ..... President

Attest: ..... Secretary

And Whereas, There shall be annexed to the said coupon bonds at the time of the issue thereof, the coupons representing the quarterly interest instalments which may hereunder thereon to and including the first day of January, 1947, and similar coupons shall be successively annexed representing the quarterly interest instalments of later maturity, each of which coupons shall be substantially of the following tenor: _____

[Form of Interest Coupon, of which the first is to be Payable April 1, 1897]

#

$ to

On the first day of ....., Northern Pacific Railway Company will pay to bearer at its office or agency in the city of New York N.Y. ..... dollars gold coin, without deduction for taxes, being three months' interest then due on its Prior Lien Railway and Land Grant Gold Bond $ to.

Treasurer

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

And Whereas, There shall be endorsed on each of such bonds a certificate of the Trustee that it is one of the Prior Lien Railway and Land Grant Gold Bonds therein described, and no bond shall be valid or obligatory for any purpose until such certificate shall have been executed by the Trustee, such certificate to be substantially of the following tenor, viz.:

[Form of Trustee's Certificate]

This bond is one of the series of Prior Lien Railway and Land Grant Gold Bonds described in the within-mentioned

Mortgage or Deed of Trust executed by the Northern Pacific Railway Company to the undersigned _____

The Mercantile Trust Company.

Trustee.

By .....

And Whereas, at a meeting of the stockholders of the Railway Company, held at Madison, in the State of Wisconsin, on the seventh day of November, 1896, at which the holders of all the shares of its capital stock were present or represented by proxy, it was duly and unanimously resolved, That the execution and delivery of a mortgage or deed of trust upon the property and franchises of the Railway Company under and in accordance with the above recited resolution of the board of directors of the Railway Company adopted on the twenty-sixth day of October, 1896, be approved and authorized, and that such mortgage or deed of trust be in the form of this indenture; _____

Now, Therefore, this Indenture Witnesseth: That in order to secure the payment of the principal and interest of all such bonds at any time issued and outstanding under this indenture, according to their tenor and effect, and the performance of all the covenants and conditions herein contained, and to declare the terms and conditions upon which such bonds are issued and secured, the Railway Company, party of the first part, in consideration of the premises and of the purchase and acceptance of such bonds by the holders thereof, and of the sum of one dollar to it duly paid by the Trustee at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has executed and delivered these presents, and has granted, bargained, sold, aliened, remised, released, conveyed, confirmed, assigned, transferred and set over, and by these presents does grant, bargain, sell, alien, remise, release, convey, confirm, assign, transfer and set over unto the Trustee, party of the second part, its successors and assigns forever: _____

All and Singular the following railroads, estates, lands, properties, rights, privileges and franchises, and bonds and shares of capital stock, viz.: _____

All and Singular the line of railroad commencing at a point on the bay of Superior, in northeast quarter section 30, township 49, range 13, in the State of Wisconsin and extending thence to a point of junction with the line of railway next hereinafter described, at the

boundary line between the States of Wisconsin and Minnesota:

All and Singular the railroad and telegraph line or lines formerly of the Northern Pacific Railroad Company, and now of the Railway Company, being all the line or lines beginning at or near Ashland, in the State of Wisconsin, and running thence in or through the States of Minnesota, North Dakota, Montana, Idaho, Washington and Oregon, with termini at Wallula and Tacoma, in the State of Washington, and Portland in the State of Oregon.

Also All The Right, Title, Estate, Interest and Property of the Railway Company (subject to the sales thereof and contracts of sale in respect thereof heretofore made by the Railway Company or by the Northern Pacific Railroad Company, or by any Receiver thereof) in and to any and all the lands granted by the Congress of the United States to aid in the construction and equipment of said railroad, being 25,600 acres of land per mile of said railroad through Territories of the United States, and 12,800 acres per mile through States, at the date of such grant, being the States of Wisconsin, Minnesota and Oregon and the United States Territories (now States) of North Dakota, Montana, Idaho and Washington, with the hereditaments and appurtenances thereto belonging or in any wise appertaining, together with the grants of said lands and all rights under such grants and all the estate, right, title, interest, claim and demand whatsoever which the Railway Company now has or may hereafter acquire or become entitled to, of, in and to any of the lands aforesaid, and also of, in and to all the indemnity lands, wherever the same may be situated that have been or may be acquired by said company to supply deficiencies in the quantities of said granted or mortgaged lands in pursuance of, and in accordance with the terms and provisions of said grants;

Also All The Right, Title, Estate, Interest and Property of the Railway Company in and to contracts of sale in respect of any lands so granted by the Congress of the United States whether such sales have been made by the Railway Company or by the Northern Pacific Railroad Company or by any Receiver thereof. * (see margin)

Also All The Estate, Right, Title, Interest and Property of every name and nature of the Railway Company, whether now held or hereafter acquired, in and to the property railroad and franchises now or recently of the St. Paul

* Also all the estate, right, title, interest and property of the Railway Company in and to the undivided one-half of all that part of the St. Paul and Duluth Railroad which extends, or at one time extended from its junction with the said main line of railroad of the Railway Company, near Thompson, in the County of Carlton, to Duluth, in the State of Minnesota with the appurtenances thereto belonging and all the rights, privileges, easements, property and rights of property thereto belonging or used or intended to be used in connection therewith or for the purposes thereof; and also, all and singular the lands, premises and real estate situated and being in the city of St. Paul and in the said city of Duluth, in the State of Minnesota.
Also all the right, title and estate, interest and property of the Railroad Company, whether now held or hereafter acquired, in and to the property, railroad and franchises of the Washington Short Line Railroad Company and in and to any stock or bonds of said Company.

and Northern Pacific Railway Company including all and singular the railroad of the said St. Paul and Northern Pacific Railway Company constructed from the town of Brainerd, by way of Sauk Rapids, and Minneapolis to St. Paul, all in the State of Minnesota, together with a certain branch or cut-off extending from Little Falls to Staples, in said State; and also the estate, right, title and interest of said St. Paul and Northern Pacific Railway Company in and to all lands including those granted by the Congress of the United States to aid in the construction of a railroad from Wadena to Brainerd as aforesaid.

Also All The Right, Title, Estate, Interest and Property of the Railway Company in and to any and all lines of railway, extensions and branches, terminal properties, rolling stock, or other property, including the franchises appurtenant thereto, and any and all bonds, stocks and other property of every kind or description (notwithstanding that the same are not now particularly set forth in this indenture), which, from time to time, in the manner provided in Section 4 of Article One or in Section 3 of Article Eight hereof, shall be designated in the verified certificates to be furnished by the Railway Company to the Trustee whenever the Railway Company shall call for any of the bonds secured by this indenture, or for the moneys comprised in the Cash Fund herein provided for, reserved under the provisions of this indenture for construction, equipment, improvements or purchases of or additions to property.

Including any and all roadbed, superstructure, rights of way, rails, tracks, sidetracks, bridges, viaducts, buildings, depots, stations, warehouses, car-houses, engine houses, freight-houses, coal-houses, wood-houses, machine shops and other shops, turn-tables, water-stations, fences, docks, structures, erections and fixtures, and all other things of whatever kind in any wise or at any time belonging or appertaining to any line of railway, or to any branch or operated line, at any time subject to the lien of this indenture, or provided for use thereon, or in connection therewith; and any and all lands designed for depots, warehouses or other structures at any terminus, or on and along such lines of railway, or upon or along any such branch or operated line; and any and all locomotives, engines, cars and other rolling stock, equipment, machinery, instruments, tools, implements, materials, furniture and other chattels, wheresoever situated, now or her-

after-had-acquired-or-provided-for-was-upon-such-lines-of-railway-or-branches,-or-upon-any-other-line-or-branch,-or-upon-any-operated-lines;-and-any-and-all-leaseholds,-leases,-rights-under-leases-or-contracts,-covenants-and-agreements,-terms-or-parts-of-terms;-and-any-and-all-other-property,-real-or-personal,-of-every-kind-and-description,-now-or-hereafter-acquired-for-use-upon-or-in-connection-with-or-for-the-purposes-of-such-lines-of-railway,-branches-or-operated-lines-at-any-time-subject-to-the-lien-hereof;-and-any-and-all-corporate-or-other-rights,-privileges-and-franchises-which-the-Railway-Company-now-has,-or-hereafter-shall-acquire,-leases-or-interests-in,-or-appertaining-to,-the-construction,-maintenance,-use-or-operation-of-such-lines-of-railway-or-branches-or-operated-lines,-or-any-part-thereof;-and-any-and-all-the-rents,-issues,-profits,-tolls-and-other-income-of-such-lines-of-railway,-or-branches-or-operated-lines,-or-any-part-thereof;-and-of-any-and-all-the-rights,-privileges,-franchises,-properties,-real-or-personal,-rights-and-things-which-the-Railway-Company-may-or-shall-hereafter-possess,-or-become-entitled-to-possess,-for-the-purpose-of,-or-in-connection-with-or-such-lines-of-railway-or-any-such-branch-or-operated-line.

—Including-all-franchises,-lines-of-railway,-extensions,-branches,-telegraph-lines,-real-estate,-rolling-stock-and-other-railway-property-(not-exclusive-of-the-kinds,-stocks,-classes-or-descriptions-of-cash-and-other-personal-property,-except-as-herein-specifically-mentioned)-which-have-been-conveyed-or-sold-to-the-Railway-Company-pursuant-to-said-decrees,-or-which-hereafter-may-be-sold-to-or-required-by,-or-for-the-benefit-of,-the-Railway-Company,-party-of-the-first-part-hereto,-or-which-it-is-entitled-or-may-become-entitled-to-receive-by-virtue-of-said-deeds-of-conveyance-executed-by-said-Special-Master-or-otherwise-in-pursuance-of-any-decrees-in-the-said-consolidated-cause-pending-in-the-Circuit-Court-of-the-United-States-for-the-Eastern-District-of-Wisconsin-wherein-the-said-Farmers'-Loan-and-Trust-Company-and-others-complainants-and-said-Northern-Pacific-Railroad-Company-and-others-are-defendants,-or-in-said-ancillary-cause.

—Together-with-all-the-rights,-title,-estate,-interest-and-claim-which-the-Railway-Company-now-has-or-at-any-time-hereafter-may-acquire-in-or-to-any-of-the-franchises,-lines-of-railway,-extensions,-branches,-telegraph-lines,-stocks,-bonds-and-other-property,-real,-personal-or-mixed,-thereby-mortgaged-conveyed-and-assigned-or-intended-so-to-be.

Provided,-however, that-nothing-in-this-indenture-contained-shall-be-construed-to-limit-the-rights-or-power-of-the-Railway-Company,-hereby-expressly-reserved,-by-the-use-of-its-credit-or-in-any-manner-except-by-the-use-of-the-bonds-issued-under-Section-4-of-Article-One-of-this-indenture,-or-of-the-bonds-issued-under-Section-3-of-Article-Eight-of-this-indenture-to-Government-Directors,-to-construct-or-acquire-other-lines-of-railway,-branches,-or-extensions-or-interests-therein-for-the-purposes-of-this-indenture.

—Also-the-following-bonds,-to-be-delivered-to-the-Trustee-hereinafter-provided:

Northern-Pacific-Railroad-Company-Railroad-and-Land-Grant-General-First-Mortgage-Sinking-fund-Gold-Bonds.----$24,590,000

Little-Falls-and-Dakota-Railroad-Company----	1,577,429
Northern-Pacific-Terminal-and-Block-Valley-Railroad-Company----	2,102,701
Duluth-Superior-and-Northern-Railroad-Company	889,000
Fargo-and-Southwestern-Railroad-Company	1,569,394
Northern-Pacific-La-Moure-and-Missouri-River-Railroad-Company----	319,000
Jamestown-Terminal-and-Santa-Fe-Mountain-Railroad-Company----	665,750
Jamestown-and-Northern-Railroad-Company----	1,843,916
Jamestown-and-Northern-Extension-Railroad-Company	270,000
Northeastern-Dakota-Railroad-Company	133,000
Northern-Pacific-and-Manitoba-Railway-Company	5,260,000
Rocky-Mountain-Railroad-Company-of-Montana----	1,142,941
Northern-Pacific-and-Montana-Railroad-Company	8,675,000
Northern-Pacific-and-Manitoba-Railway-Company-Terminal-Bonds	750,000
Yakima-and-Jefferson-County-Railroad-Company	366,599
Spokane-Falls-and-Idaho-Railroad-Company	270,000
Spokane-and-Palouse-Railway-Company-(Idaho-Division)	1,218,000
Coeur-d'Alene-and-Northern-Railroad-Company----	375,000
Northern-Pacific-and-Cascade-Railroad-Company	388,000
Northern-Pacific-and-Puget-Sound-Shore-Railroad-Company----	1,383,000
United-Railroads-of-Washington----	5,298,000
Northern-Railroad-Company----	64,000

Duluth & Manitoba Railroad Company Dakota and Minnesota Division bonds	$2,900,000
Helena & Red Mountain Railroad Company	309,000
James River Valley Railroad Company	962,000
Spokane & Palouse Railway Company Washington Division	1,733,000

Also the following shares of stock to be delivered to the Trustee as hereinafter provided:

Duluth, Watertown & Northern Railroad Company	$5,000,000 00
Northern Pacific, Jamestown & Missouri River Railroad Company	319,000 00
Jamestown & Northern Extension Railroad Company	1,600,000 00
Southeastern Dakota Railroad Company	133,500 00
Northern Pacific & Manitoba Railway Company	1,000,000 00
Spokane Falls & Idaho Railroad Company	500,000 00
Northern Pacific & Cascade Railroad Company	225,000 00
Northern Pacific & Puget Sound Shore Railroad Company	275,000 00
Jamestown, Stutsman & Southeastern Railroad Company	172,000 00
Alabama Railroad Company	300,000 00
Rocky Fork & Cooke City Railway Company	2,000,000 00
James River & Northern Railroad Company	424,000 00
Duluth & Manitoba Railroad Company	2,000,000 00
Helena & Red Mountain Railroad Company	207,000 00
Little Rock & Dakota Railroad Company	1,460,207 50
Helena & Jefferson County Railroad Company	402,000 00
United Railroads of Washington	4,961,000 00
Fargo & Southwestern Railroad Company	4,000,000 00
Jamestown & Northern Railroad Company	3,200,000 00
Northern Pacific, Fargo & Black Hills Railroad Company	15,000,000 00
James River Valley Railroad Company	1,000,000 00
Northern Pacific & Montana Railroad Company	5,306,100 00
Rocky Mountain Railroad Company of Montana	1,000,000 00
Jamestown, Tuttle & Northern Railroad Company	300,000 00
Spokane & Palouse Railway Company	1,000,000 00
Duluth Union Depot & Transfer Company	150,000 00
Manitoba Transfer Railway Company	7,000 00
St. Paul Union Depot Company	50,000 00
Pioneer Transfer Railway Company Limited	50,000 00
Northern Pacific Coal Company	100,000 00
Northern Pacific Express Company	3[illegible] 000 00

Also all tenders, trade certificates, findings, claims and other property of every name and nature, now owned or hereafter acquired by the Railway Company entitled by any of the provisions of this instrument, or so required to pledge, assign or transfer to the Trustee. Also, all property of every name and nature, from time to time hereafter, by delivery or by writing of any kind, for the purposes hereof pledged, assigned or transferred by the Railway Company or by anyone on its behalf to the Trustee, which is hereby authorized to receive any property at any and all times, as and for additional security, and also, as and as hereinafter provided as substituted security for the payment of bonds issued or to be issued hereunder, and to hold and apply any and all such property subject to the provisions hereof.

To Have and To Hold, the premises, railroads, properties, real or personal, rights, franchises, tolls, appurtenances, stock and bonds hereby conveyed and assigned or intended to be conveyed or assigned, unto the Trustee, its successor or successors and assigns forever; Subject, as to certain portions of the property herein by mortgage and conveyed, to the prior liens for secured thereon of said Northern Pacific Railroad Company, said Western Railroad Company of Minnesota and said St. Paul and Northern Pacific Railway Company so far as such mortgages respectively cover such property.

But in Trust Nevertheless, for the equal and proportionate benefit and security of all present and future holders of the bonds and interest obligations issued and to be issued under and secured by this indenture and for the enforcement of the payment of said bonds and interest obligations when payable, and the performance of, and compliance with, the covenants and conditions of this indenture, without preference priority or distinction as to lien or otherwise of any one bond over any other bond by reason of priority in the issue or registration thereof so that each and every bond issued and to be issued as aforesaid, shall have the same right, lien and privilege under and by this indenture, and that the principal and interest of every such bond shall, subject to the terms hereof, be equally and proportionately secured hereby, as if all bonds were made, executed, delivered and negotiated simultaneously with the execution and delivery of this indenture; it being intended that the lien and security of this indenture shall take effect from the day of the date hereof, without regard to the date of actual issue

sale or disposition of said bonds as though upon such day all of said bonds were actually issued sold and delivered to and in the hands of innocent holders for value.

And it is hereby expressly covenanted that all such bonds and the coupons for interest thereon are to be issued certified and delivered and that the mortgaged premises are to be held by the Trustee subject to the further covenants conditions uses and trusts hereinafter set forth and it is covenanted between the parties hereto as follows viz:

Article One

Section 1. All bonds to be secured hereby shall from time to time be executed and delivered by the Railway Company to the Trustee for certification and thereupon the Trustee shall certify and deliver the same as provided in this Article and not otherwise the aggregate amount of the bonds issued and outstanding under this indenture at any one time shall never exceed the principal sum of $130,000,000.

Only such bonds as shall bear thereon endorsed the Trustee's certificate by it duly executed shall be secured by this indenture or shall be entitled to any lien or benefit hereunder and every such certificate of the Trustee upon any bond given in behalf of the Railway Company shall be conclusive evidence that the bond so certified has been duly issued hereunder and is entitled to the benefit of the trust hereby created. On request of the Railway Company such certificates shall be made and bonds shall be delivered hereunder in advance of registration or record of this indenture; but the Railway Company shall cause record of this indenture as a mortgage upon real estate to be made with all convenient speed.

The bonds and certificates for the shares specifically enumerated in the granting clauses hereof as transferred to the Trustee hereunder shall, prior to the certification of any bonds hereunder, be assigned and delivered to, and pledged with the Trustee under this indenture; excepting however, $100,000 Terminal bonds of the Northern Pacific and Manitoba Railway Company; $2,900,000 bonds of the Duluth and Manitoba Railroad Company; $1,733,000 bonds of the Spokane and Palouse Railroad Company (Washington Division); $1,000,000 Spokane and Palouse Railway Company stock; $100,000 Northern Pacific Express Company stock; $150,000 Duluth Union Depot and Transfer Company stock; $1,000 Minnesota Transfer Railway Company stock; $30,000 St. Paul Union Depot Company stock and $100,000 Northern Pacific Beach Company stock, which shall respectively be delivered and pledged with the Trustee when and as released from the respective pledges or agreements under which they are now severally held.

Before certifying or delivering any coupon bond hereby secured, the Trustee shall cut off and cancel all coupons thereof then matured; and the Trustee shall not certify or deliver any registered bond bearing interest from any date more than three months prior to such certification or delivery.

Sec. 2. Of the bonds authorized to be issued under and secured by this indenture, bonds to the amount of Seventy-three millions eight hundred and sixteen thousand five hundred dollars ($73,816,500), immediately upon the execution or delivery hereof or as soon as may be thereafter, shall by the Trustee be certified and delivered to the firm of J. P. Morgan and Co. or their survivors or successors, as such Reorganization Managers, without accountability by said firm or such survivors or successors, for the disposition or use thereof.

Sec. 3. Of the remainder of such authorized issue of bonds there shall be reserved bonds to the amount of Thirty-one millions one hundred and eighty three thousand five hundred dollars ($31,183,500) for the purpose of providing for the acquisition by purchase or exchange, or for the redemption as hereinafter provided, of the following bonds (hereinafter called "outstanding old bonds"), viz:

$1,776,000 par value of the forty year six per cent. sinking fund bonds of the Northern Pacific Railroad Company known as its Minnesota Division First Mortgage Bonds, issued and outstanding under and on mortgage or deed of trust dated May 1, 1879.

$16,142,000 par value of the forty year six per cent sinking fund bonds of the Northern Pacific Railroad Company, known as its General First Mortgage Bonds, which bonds together with the $24,890,000 of additional bonds of the same issue pledged with the Trustee hereunder, were issued and are now outstanding under and on mortgage or deed of trust of the Northern Pacific Railroad Company, dated January 1, 1881.

$420,000 par value of the bonds of the Western Railroad Company of Minnesota issued and outstanding under said Mortgage or Deed of Trust dated May 1st, 1877, executed by said Western Railroad Company of Minnesota.

$3,003,000 par value of the bonds of the St. Paul and Northern Pacific Railway Company issued and outstanding under said

Mortgage or Trust Deed of the St. Paul & Northern Pacific Railway Company dated June 1st. 1923. _____

The said $31,193,500 of bonds hereby reserved and reserved for the acquisition, by purchase or exchange, or for the redemption, of the above described outstanding old bonds shall be issued, certified and delivered, from time to time, when authorized by resolution of the Board of Directors of the Railway Company as follows and not otherwise, viz: _____

(a) Whenever through the operation of the sinking fund created by said Missouri Division mortgage or otherwise, any of said Missouri Division bonds, with all unmatured interest obligations thereto belonging, shall after the date of this indenture, be paid or otherwise satisfied and canceled, or acquired for said sinking fund, then for each $1,000 of such bonds so paid or otherwise satisfied and canceled, or so acquired for said sinking fund, the Trustee shall certify and deliver to the Railway Company or upon its order $1,000 par value of the said bonds hereby reserved for each $1,000 of principal of said Missouri Division bonds so paid or satisfied and canceled, or so acquired. _____

(b) Whenever the Railway Company shall tender or cause to be tendered any of said General First Mortgage bonds of the Northern Pacific Railway Company, together with all unmatured interest obligations thereto belonging, and shall certify in writing to the Trustee that such bonds have not been acquired through the operation of the sinking fund established in said General First Mortgage of said Northern Pacific Railway Company dated January 1st. 1921, the Trustee hereunder shall receive the same, and in exchange therefor shall certify and deliver to the Railway Company, or upon its order, such amount of the bonds hereby reserved as the Railway Company, by its President, or one of its Vice Presidents, shall certify that it has used to acquire such bonds tendered to the Trustee, or has agreed to give in exchange therefor, but in no instance shall the Trustee certify and deliver more than $1,300. par value of the said bonds hereby reserved and reserved for each $1,000 of principal of the bonds so received by the Trustee. _____

Whenever the amounts of bonds to be certified and delivered as aforesaid in exchange for any such General First Mortgage bonds received by the Trustee shall be less than $1,300 par value of bonds hereby reserved for each $1,000 of principal of such General First Mortgage bonds so received, the Trustee from time to time, upon the order of the Railway Company

shall certify and deliver, and the Railway Company may sell, an amount of the bonds reserved under this Section, equal to the difference between the amount of bonds hereby reserved which shall have been certified and delivered in exchange for General First Mortgage bonds actually received by the Trustee as aforesaid, and $1,300 par value of bonds hereby reserved for each $1,000 of principal of such General First Mortgage bonds so actually received: Provided that the net proceeds of the sale of such bonds, as certified by the President or one of the Vice Presidents of the Railway Company (which a sum equal to the amount of unpaid interest accrued on the bonds so sold, which shall be paid over to the Railway Company shall simultaneously be deposited with the Trustee; and thereupon such net proceeds received by the Trustee shall forthwith be added to the Sinking Fund established under Section 3 of Article Eight hereof, and shall be treated in all respects as part thereof.

(c) Whenever, after the date of this indenture, the Trustee of said General First Mortgage of the Northern Pacific Railroad Company shall have been furnished with, or shall have in any way collected or received, any moneys for the sinking fund created under said mortgage for the redemption of said General First Mortgage bonds (whether any such moneys be received from investment in bonds held in such sinking fund or otherwise), and said Trustee after the date of this indenture shall have called any such bonds for redemption for such sinking fund pursuant to the terms of said General First Mortgage, then for each $1,000 par value of said General First Mortgage bonds so called for redemption, other than bonds held by the Trustee hereunder, the Trustee hereunder shall certify $1,300 par value of the bonds hereby reserved and reserved as aforesaid, and shall apply the same as follows, viz: _____

The Trustee hereunder shall set apart $1,300 par value of the bonds hereby reserved for each $1,100 of such moneys received by the Trustee of said General First Mortgage for said sinking fund after the date of this indenture, which shall have been derived from sales of lands subject to said General First Mortgage and to this indenture, and which shall be applicable to the redemption of the principal of the General First Mortgage bonds so called for redemption, other than bonds then held by the Trustee hereunder, a ratable share of such moneys being regarded, for the purposes hereof, as applicable to the redemption of each of the bonds called for redemption and other held by the Trustee or not. The bonds so set apart under this paragraph may from time to time be sold

by the Railway Company and the Trustee shall deliver the same upon the order of the Railway Company, provided that the net proceeds of the sale of such bonds, as certified by (1) the Chairman of the Board of Directors, or the President, or any Vice President and (2) the Treasurer, or any Assistant Treasurer of the Railway Company, shall simultaneously be deposited with the Trustee (except a sum equal to the amount of unpaid interest accrued on such bonds, which shall be paid over to the Railway Company), and such proceeds, when and as so received, shall be added to the net moneys mentioned in Article Eight hereof and be treated in all respects as part thereof. Provided, however, such bonds set apart as aforesaid shall not be sold by the Railway Company within one year after the call for redemption of the General First Mortgage bonds in respect of which such bonds hereby secured were certified and set apart. Then out of one-half of the bonds so set apart and issued (so far as such one-half shall suffice) an amount at par equal to the difference between $500,000 and the amount applied during the preceding calendar year out of the combined fund under Section 2 of Article Eight hereof to the purchase of bonds hereby secured, shall be cancelled by the Trustee, and the remainder of such one-half of such bonds together with the other one-half of such bonds so set apart and issued, may be sold from time to time thereafter by the Railway Company, and the Trustee shall deliver the same upon its order, provided that the net proceeds of such sale, as certified by two such officers of the Railway Company, shall simultaneously be deposited with the Trustee and such proceeds when and as so received shall be added to the cash fund under Section 3 of Article Eight hereof and treated in all respects as part thereof.

All of the said bonds hereby secured other than those to be set apart as aforesaid, which may be certified under this subdivision "b" for said outstanding General First Mortgage bonds for the redemption of which the trustee of said General First Mortgage shall have received moneys as aforesaid after the date of this indenture, shall in each instance, and under all circumstances, when and as certified as hereinbefore provided, be forthwith delivered by the Trustee to the Railway Company or upon its order.

All moneys at the date of this indenture held by the Trustee of said General First Mortgage in the sinking fund therein provided, but not necessary to redeem bonds already called for redemption and outstanding, and also all moneys which hereafter shall be collected or received by the Trustee of said mortgage from land contracts, notes, bonds or mortgages executed on account of the sale of any such lands, whether executed prior or subsequent to the date of this indenture, so far as such moneys are not necessary to redeem bonds already called for redemption, shall, for the purposes of this section, and also for the purpose of Section 4 of Article Eight hereof, be deemed to be moneys collected and received from the sale of lands after the date of this indenture.

(d.) Whenever the Railway Company shall tender or cause to be tendered any such outstanding old bonds of the Western Railroad Company of Minnesota or of the St. Paul and Northern Pacific Railway Company with all unmatured interest obligations thereto belonging, the Trustee shall receive the same, and in exchange therefor shall certify and deliver to the Railway Company, or upon its order, a like amount at par of the said bonds hereby secured and reserved.

(e.) Whenever any of said bonds of the St. Paul and Northern Pacific Railway Company shall be acquired for the sinking fund created under said mortgage dated June 1st, 1883, accruing such bonds, the Trustee hereunder shall in like manner certify and deliver a like amount at par of the bonds hereby secured and reserved.

(f.) Whenever the Railway Company, on or after the maturity of any such outstanding old bonds of the Western Railroad Company of Minnesota or of the St. Paul and Northern Pacific Railway Company, on or on or after a date eight months prior to the maturity of such outstanding old bonds, shall tender or cause to be tendered cash sufficient to purchase or to pay the same, or any part thereof, at par and shall also provide to the satisfaction of the Trustee for any interest due upon such bonds or accruing before their maturity, the Trustee shall retain such cash, and in consideration thereof shall certify and deliver to the Railway Company or upon its order an equivalent amount at par of the said bonds hereby secured and reserved.

All cash retained by the Trustee under this subdivision of this Section shall by it be held and applied to the payment at par of an equivalent amount of the outstanding old

bonds of the Western Railroad of Minnesota and of the St. Paul and Northern Pacific Railway Company then unpaid for the purchase or payment of which such cash shall have been deposited.

Every outstanding old bond of the Northern Pacific Railway Company, the Western Railroad Company of Minnesota and of the St. Paul and Northern Pacific Railway Company, received by the Trustee under this Section, shall by it be stamped with the words "Not negotiable, but held in trust for the purposes declared in the Prior Lien Mortgage of the Northern Pacific Railway Company, dated November 10th, 1896," and shall be held by the Trustee as purchaser, without extinguishment or impairment of lien, as additional security for the payment of the bonds thereby secured until called for payment under any provision of the mortgage securing such bond, and, if not so called, then until all bonds of the issue of which such outstanding old bond is one shall have been paid, or provided for by deposit of the moneys required for the payment thereof, or shall have been received hereunder by the Trustee, whereupon in its discretion it may cancel and surrender to the Railway Company all old bonds of such issue then in its possession.

Certificates signed by the President, Treasurer, or Comptroller of the Railway Company, showing (a) the amounts of Missouri Division Bonds, or bonds of the St. Paul and Northern Pacific Railway Company, at any time or times subsequent to the date hereof paid, or otherwise satisfied and canceled or acquired for the sinking fund under the mortgages securing such bonds, (b) the amounts of moneys which, at any time subsequent to the date hereof, the Trustee of the General First Mortgage of the Northern Pacific Railroad Company in any manner shall have collected or received, or shall have been provided with for the redemption of General First Mortgage bonds; (c) the portion of such moneys which were derived from sales of lands; (d) that such amount of bonds or of moneys, as the case may be, are in addition to all amounts shown by certificates theretofore furnished for the purposes hereof; (e) the distinctive numbers of any of said bonds called for redemption for the sinking funds under the respective mortgages securing such bonds, and (f) any other facts necessary for any determination by the Trustee for any purpose of this Section, — may be received by the Trustee as conclusive evidence of any of such facts

therein set forth for the purposes of this Section, but the Trustee, in its discretion, may make such further inquiries and require such further evidence as to it may seem reasonable; and for the purposes of this Section moneys derived from land sales and received by the Trustee under said General First Mortgage of the Northern Pacific Railroad Company, and also all other moneys received by said Trustee shall, respectively, be deemed applicable notably to the redemption of all bonds called for redemption out of such moneys, whether such called bonds be held hereunder by the Trustee or not.

The Railway Company shall provide and maintain books wherein it shall register as the property of the Trustee any outstanding old bonds received by the Trustee; and except as herein expressly provided no such outstanding old bond shall be canceled, unless the holder thereof, at time of maturity, shall require cancellation as a condition of surrender.

Issue. 4. The remainder of the authorized issue hereunder amounting to $25,000,000 of said bonds (except such portion of such remainder as shall be called for and certified and delivered prior to January 1st, 1898, as provided in paragraph (b) of this Section) shall be reserved, to be executed, and to be certified by the Trustee, not immediately, but only when and as called for by resolution of the Board of Directors as next hereinafter provided for the following purposes, or some one or more of them, viz:

For the construction or acquisition, on and after January 1st, 1898 of branch lines, extensions, terminal properties, rolling stock or other additional property; or for the construction of betterments subsequent to said date; all such construction or betterments or property acquired, to be upon, along or appurtenant to, lines of railway, branches or terminal properties of the Railway Company, at the time of such use subject to the lien of this indenture, or upon, along or appurtenant to the lines of railway or the terminal properties of some one or more of the companies mentioned in the schedule of stocks in the granting clauses hereof (other than the Duluth Union Depot and Transfer Company, Minnesota Transfer Railway Company, St. Paul Union Depot Company, Northern Pacific Boat Company and Northern Pacific Express Company) or of any other company of whose capital stock, at least a majority in amount shall have been pledged hereunder, it being intended that such branch lines, extensions or terminal properties or other new property may be constructed or acquired by and in the name of the Railway

Company, or by or for account of any such other company; or for the acquisitions after that date of shares, bonds or other obligations of a company owning any such branch line, extension, terminal property, rolling stock or other additional property (provided that a majority in amount of the total stock of such company shall thereby be obtained or previously shall have been obtained and pledged hereunder, and provided further that, after the acquisition of a majority of the capital stock of any such company, no bonds, shares or other obligations of such company thereafter issued shall be acquired hereunder unless a sum equal to the entire proceeds of the bonds used therefor shall have been applied by such company to the acquisition or construction of new property or betterments); or to reimburse the Railway Company for outlays by it made for any such construction or acquisition on or subsequent to January 1st, 1894.

The bonds reserved under this Section shall be certified by the Trustee and delivered to the Railway Company, or upon its order, as follows, and not otherwise, viz:

(1) Such bonds shall be certified and delivered only upon delivery to the Trustee of a copy of a resolution of the board of directors of the Railway Company, certified by its Secretary or Assistant Secretary, calling for the certification and delivery of such bonds, and stating that such bonds or their proceeds will be set aside separate and apart from all other assets and funds of the Railway Company and will be used only for the purposes authorized by this Section.

(2) On January 1, 1894, or on any day thereafter, prior to December 31, 1894, bonds to such amount as shall be called for in such resolution, but not exceeding in the aggregate $1,500,000, par value, shall be so certified and delivered.

(3) In each calendar year after December 31, 1894, there shall be so certified and delivered such additional amount of such bonds, not exceeding $1,500,000 par value in any calendar year, as, from time to time, shall be called for in similar resolutions; but in every instance, before certifying and delivering any of the bonds reserved under this Section (except the $1,500,000 deliverable in the year 1894), the Trustee shall require the Railway Company to furnish in addition to such resolution of the Board, the verified certificate or certificates of some person or persons acting as officer or officers thereof:

(a) That all bonds certified and delivered under this Section since the last previous verified certificate, and the proceeds of all such bonds, have been used for such purposes, or for some one or more of them, or to reimburse the Railway Company as above provided, specifically indicating every such acquisition or construction of any railroad, track, structure, betterment, rolling stock or other property, and every such acquisition of bonds or stock of any company owning any railroad or other property (which bonds or stock shall be acquired only when a majority of the total capital stock of such company shall be thereby obtained unless previously thereto such majority shall have been acquired and pledged hereunder) and also stating in detail the amounts of bonds, or proceeds of bonds, used or expended for each and every such purpose, and whether such acquisition was by or in the name of the Railway Company or by or for account of any other company as herein authorized; and also that no acquisition, construction or expenditure stated in such certificate was stated in any previous certificate;

(b) That the price paid in such Prior Lien Gold bonds, or their proceeds, for such construction or acquisition, was not in excess of the fair value of the work done or property acquired, and that the bonds included in such verified certificate were sold, disposed of or otherwise accounted for, at not less than their fair market value at the time of such sale, disposition or accounting;

(c) That no sum has been paid over by the Trustee to the Railway Company out of the cash fund under Section 3 of Article Eight hereof or from any other source under this indenture on account of, or to reimburse the Railway Company for, any expenditure in such certificate mentioned as having been made out of Prior Lien Gold Bonds or their proceeds, or for which reimbursement is claimed out of such bonds or their proceeds.

(d) In case of the acquisition hereunder of any new property, every such verified certificate also shall state whether the property so acquired is known, or believed, to be subject to any lien or charge prior to this indenture, other than (1) the mortgages securing outstanding Old Bonds hereinbefore mentioned, (2) mortgaged bonds, or other liens or charges held by the Trustee, or in respect of which, as hereinafter provided, bonds shall have been reserved hereunder, and (3) any undetermined liens or charges incidental to construction; and such verified certificate shall specify the amount of any such prior lien

or charge (other than as aforesaid), known or believed to exist; and in case of the acquisition of any shares of the capital stock, bonds or other indebtedness of any other company by the use of such bonds or their proceeds, every such certified certificate shall state whether the property of such other company is known or believed to be subject to any lien or charge, and whether such company is known or believed to have any indebtedness, except ordinary operating accounts and except also indebtedness to the Railway Company, and liens, charges or indebtedness held by the Trustee hereunder, or in respect of which bonds shall have been reserved hereunder, or in respect of which bonds shall have been reserved hereunder, such certified certificate in each instance specifying the amount of any such debt, lien or charge.

Any such certified certificate under this section may state any other facts pertaining to the right to certify and deliver bonds hereunder.

(4) The Railway Company shall not by use of any such bonds reserved under this section, or their proceeds, in any one calendar year acquire or construct any property, or acquire shares in any other company, if the amount of the mortgage or other liens and charges, prior to this indenture, upon such new property acquired or constructed in that year, and any and all indebtedness of such other company or companies whose stock shall be acquired in such year, shall in the aggregate exceed $2,000,000 — excepting, however, the mortgages securing outstanding old bonds hereinbefore mentioned, and any mortgage bonds, or other liens, charges or indebtedness held by the Trustee hereunder, or in respect of which as hereinafter provided, bonds shall have been reserved in any previous calendar year, or years, and except also any undetermined liens or charges incidental to construction, and ordinary operating accounts and indebtedness of any such other company to the Railway Company. In case there shall be acquired or constructed by use of such bonds, or their proceeds, any property subject to any such certified lien, charge or indebtedness, or in case by such use there shall be purchased any shares in a company certified as aforesaid to be indebted (but including, however, liens, charges and indebtedness of the classes above excepted), then during the continuance of such lien, charge or indebtedness, there shall be set apart out of the bonds reserved under this section an amount at least equivalent to such certified liens, charges or indebtedness; and the bonds so

set apart shall be taken from the $1,500,000 bonds under this section deliverable in such calendar year, or in the next two preceding calendar years, as may be agreed between the Railway Company and the Trustee. Thereafter the bonds so set apart shall, from time to time, be executed and certified upon the order of the Railway Company and delivered and used for the retirement or acquisition of such certified liens, charges or indebtedness in amounts equivalent at least to the par amount of the bonds certified and delivered therefor, and all the liens, charges or indebtedness so retired or acquired shall be cancelled or, if practicable, shall be assigned to and held by the Trustee in such manner as, in its judgment, shall best protect the holders of the bonds thereby reserved.

In case any such liens, charges or indebtedness, for which bonds shall have been set apart as aforesaid, shall be acquired or retired by use of the cash fund under Section 3 of Article Eight hereof, then of the bonds so set apart an equivalent amount shall again become applicable to, and shall be reserved for, the general purposes of this Section, as though they had never been set apart as aforesaid; and, in like manner, if after the retirement or acquisition of any liens, charges or indebtedness by use of bonds set apart therefor as aforesaid, a surplus of such bonds shall remain over and above the aggregate amount of such liens, charges and indebtedness remaining to be acquired or retired, then such surplus shall again become applicable to, and shall be reserved for the general purposes of this section as before.

(5) Every such certified certificate unless signed (1) by the President or one of the Vice Presidents, and (2) by the Comptroller or Auditor or Treasurer of the Railway Company, shall be accompanied by a written statement of one of the officers first above designated and one of the officers secondly above designated that they believe such certificate to be true, and that such bonds have been used and the expenditures therein certified have been made only for purposes properly chargable to capital account of the Railway Company, and that no part thereof has been used for ordinary maintenance of the lines of railway or of other property used or in any way controlled by the Railway Company or for replacements or other purposes ordinarily treated by railroad companies as a part of their operating expenses. Together with such statements and certified certificates there shall be delivered to the Trustee all bonds and certificates for all-

shares of stock so acquired, and such further instruments and conveyances as may be necessary to vest in the Trustee all such property so acquired, and, so far as may be, any and all other liens charges or indebtedness taken up or acquired with the said bonds or their proceeds; and also the written opinion of counsel of the Railway Company to the effect that such instruments and conveyances are sufficient for that purpose or that no additional instrument or conveyance is necessary. The certificates for all shares of stock so acquired shall be duly transferred into the name of the Trustee, and, if practicable, any bonds so acquired shall be transferred in like manner, or, if not susceptible of such transfer, shall be plainly endorsed as the property of the Trustee hereunder. Such resolutions, statements, certificates and opinion shall be deemed and taken as plenary authority to the said Trustee for its certification of such bonds under the foregoing provisions of this Article.

Except to retire or acquire liens, charges or indebtedness for which bonds as used shall have been reserved, as hereinbefore provided and except as provided in the following paragraph hereof, bonds shall not be issued or certified under this Section in excess of an aggregate amount of $1,800,000 in any one calendar year.

(b) Of the bonds reserved under this Section an amount not exceeding in the aggregate $3,000,000 may be certified, delivered and used when and as called for, as hereinafter provided, from time to time prior to January 1st, 1918, for (1) the creation of an improvement fund, and for (2) the creation of a reserve fund for any special improvements upon the railways, terminals and lands subject to this indenture; and for (3) any other necessary purposes of the Railway Company which two-thirds of all the members of the Board of Directors of the Railway Company shall approve. The Trustee shall certify and deliver such bonds to the Railway Company or upon its order from time to time, but only when and as called for by resolution of the Board of Directors of the Railway Company approved by two-thirds of all the members of the Board, specifying the particular purposes for which the bonds called for by such resolution are to be used; and the Railway Company shall set aside such bonds separate and apart from its other assets and funds, and shall use such bonds or their proceeds only for the purposes specified in such resolution or any of them; and the Railway Company, from time to time, upon the written request of the Trustee, shall furnish to the Trustee certificate or certificates signed by the Chairman of the Board of Directors or the President, and by the Secretary or Comptroller of the Railway Company specifying the purposes for which the bonds certified and delivered under this paragraph of this Section have been used. Such resolutions shall be full authority to the Trustee for certification and delivery by it of bonds under this paragraph.

Sec. 5. Whenever any coupon bond or bonds amounting to $500 or to any multiple of $500, together with all unmatured coupons thereto belonging, shall be surrendered for exchange for registered bonds, the Railway Company shall issue, and the Trustee shall certify and deliver in exchange for such coupon bond or bonds, a like amount of registered bonds, without coupons. Such registered bonds shall be for $100, or for such multiples thereof as the Railway Company may prescribe by resolution of the Board of Directors, and shall bear interest at the same rate as the surrendered coupon bonds, and from the date of the last matured coupon thereof. In every case of such exchange the Trustee forthwith shall cancel the surrendered bond or bonds and coupons, and shall deliver the same to the Railway Company.

Whenever any such registered bond shall be surrendered for transfer, the Railway Company shall issue, and the Trustee shall certify and deliver, to the transferee, upon surrender and cancellation of the bond or bonds transferred, a like amount of new registered bonds for $100 or for such multiples of $100 as the Railway Company may prescribe; but no registered bond may be converted into a coupon bond.

For any exchange of coupon bonds for registered bonds, and for any transfer of registered bonds without coupons the Railway Company, at its option, may make a charge not exceeding fifty cents for each new registered bond issued in exchange for any surrendered bond or bonds; but no charge shall be made for registration of the principal of coupon bonds.

In case any coupon bond issued hereunder with the coupons thereto appertaining, or any registered bond without coupons shall become mutilated or be destroyed, the Railway Company in its discretion, may cause, and the Trustee thereupon shall certify and deliver, a new bond of like tenor and date, bearing the same serial number, in exchange and substitution for and upon cancellation of, the mutilated coupon bond and its coupons, or the registered bond, or in lieu of and substitution for the coupon bond and its coupons, or the registered

bond, so destroyed, upon receipt of satisfactory evidence of the destruction of such coupon bond and its coupons, or of such registered bond, and upon receipt also of satisfactory indemnity as in Section 6 of Article One, or in any other Article of this indenture expressed or implied is intended, or shall be construed, to confer upon any person or corporation, other than the parties hereto and the holders of bonds issued under and secured by this indenture, any legal or equitable right, remedy or claim under or in respect of this indenture, or any covenant, condition or stipulation thereof; all its covenants, conditions and stipulations being intended to be, and being for the sole and exclusive benefit of the parties hereto and of the holders of bonds hereby secured. _____

Article Two.

The Railway Company covenants as follows: _____

Section 1. It will well, duly and punctually pay, or cause to be paid, to every holder of any bond issued and secured hereunder, the principal and interest accruing thereon, at the dates and place and in the manner mentioned in such bonds and in the coupons thereto belonging, according to the true intent and meaning thereof, without deduction from either principal or interest for any tax or taxes imposed by the United States or any State or Municipality thereof, which the Railway Company may be required to pay or obtain credit therefor under or by reason of any present or future law. Whenever so paid, all coupons shall forthwith be canceled. _____

Upon presentation of any such coupon bond at its office or agency in the city of New York, on or after January 1, 1947, the Railway Company will cause to be attached to such bond, without expense to its holder, sheets of coupons representing the interest installments to become due on such bonds after that date, proper endorsement being made on the respective bonds that such new coupon sheets have been attached.

Sec. 2. All lines of railway and property of every kind, and all interest therein, where and as and to the extent hereafter acquired, as above provided, out of bonds, or the proceeds of bonds, secured by this indenture, or out of the cash fund under Section 3 of Article Eight hereof, or out of other funds received pursuant to any provision hereof, immediately upon, and subject to the terms and conditions of such acquisition and without any further conveyance or assignment, shall become and be subject to the lien of this indenture as fully and completely as though now owned by the Railway Company and specifically conveyed by and embraced in the granting clauses of this indenture; but at any and all times the Railway Company will execute and deliver any and all such further assurances or conveyances thereof as the Trustee may reasonably direct or require, for the purpose of expressly and specifically subjecting the same to the lien of this indenture. _____

Sec. 3. Whenever demanded by the Trustee, the Railway Company will grant, convey, confirm, assign, transfer and set over unto the Trustee, all real and personal estate, corporate rights and franchises which, in any way or manner, it shall acquire as appurtenant to, or for use upon, any railroad or leasehold estate hereby mortgaged (including all railroads and leasehold estates which shall hereafter become subject to the lien of this mortgage), or any railroad of which any stocks or bonds are or shall be pledged hereunder; and it will also do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all and every such further acts, deeds, conveyances and transfers, and assurances in the law, for the better assuring, conveying and confirming unto the Trustee all and singular the hereditaments and premises, estates and property hereby conveyed or intended so to be, or which the Railway Company hereafter covenanted and agreed hereafter to convey to the Trustee as the Trustee shall reasonably require for better accomplishing the provisions and purposes of this indenture, and for securing payment of the principal and interest of the bonds intended to be hereby secured; and whenever demanded by the Trustee, the Railway Company will indorse to procure from all companies, of which the capital stock or bonds or any part of either then or shall be, pledged hereunder, all conveyances or assurances in law necessary to bring under the lien of this indenture any and all property connected with or appurtenant to the property of any such company, constructed or acquired by use of any bonds set apart under Section 4 of Article One, or of the cash fund under Section 3 of Article Eight, of this indenture, or of any funds received pursuant to any provision hereof. _____

Each covenant expressed or implied in this indenture is intended, or shall be construed, to limit the right or power of the Railway Company, hereby expressly reserved, by the use of its credit or in any manner, except by the use of such reserved bonds or such cash fund or other funds received pursuant to any provision hereof, to construct or acquire other lines of railway, branches or extensions, or interests

therein free from the lien hereof. _____

Sec. 4. The Railway Company will, at an office or agency to be maintained by it in the city of New York, keep a sufficient register or registers of bonds issued hereunder, which registers at all reasonable times shall be open for the inspection of the Trustee; and, upon presentation for such purpose, it will, under such reasonable regulations as it may prescribe, register therein any coupon bonds and any bonds without coupons issued under the provisions hereof. As to all bonds so registered, the person in whose name the same shall be registered shall for all purposes of this indenture be deemed and regarded as the owner thereof and thereafter payment of or on account of the principal of such bond, if it be a coupon bond, and of the principal and interest, if it be a registered bond without coupons, shall be made only to such registered holder or upon his order; but such registration may be changed as hereinafter provided. All such payments so made shall be valid and effectual to satisfy and discharge the liability upon such bond to the extent of the sum or sums so paid.

Upon presentation of any coupon bond which shall have been registered as aforesaid, with a written power to transfer the same executed by the registered holder, such bond shall be transferred upon such register, and thereafter the transferee or transferees of such bond upon such register shall be held to be the owner or owners thereof, and from time to time such transfers may be made as so directed by the registered holder of any such bond for the time being. The registered holder of any such coupon bond shall also have the right to cause the same to be registered as payable to bearer, in which case transferability by delivery shall be restored and thereafter the principal thereof shall be payable to any person presenting the same. Any holder of a coupon registered to bearer may cause such bond to be registered in the name of such holder with the same effect as a first registration thereof; and successive registrations and transfers to bearer as aforesaid may be made from time to time as desired. Such registration of any coupon bond shall not restrain the negotiability of any coupon thereto belonging but every such coupon shall continue to pass by delivery merely.—

Any registered bond without coupons may be transferred by instrument in writing executed by the registered holder upon surrender of the bond and payment of the charge for such transfer in which case a like amount of new registered bonds will be issued to the transferee as provided in Section 5 of Article One hereof.

Sec. 5. The Railway Company will well and truly pay and

discharge, or will acquire and pledge hereunder, on or before their respective dates of maturity all of said outstanding bonds of the Northern Pacific Railroad Company secured by its Missouri Division mortgage, dated May 1st, 1879, and its General First Mortgage, dated January 1st, 1881, and all said outstanding bonds of the Western Railroad Company of Minnesota secured by its mortgage dated May 1st, 1877, and all said outstanding bonds of the St. Paul & Northern Pacific Railway Company secured by its mortgage, dated June 1st, 1889; it will not issue or permit or suffer to be issued any bonds under any of said mortgages in addition to said bonds now outstanding thereunder (except registered bonds issued in exchange for coupon bonds surrendered); it will not extend, or permit or suffer any extension of the time of payment of any of said bonds at, before or after maturity thereof; and it will duly, punctually and regularly pay or cause to be paid the interest on all such outstanding bonds until the same shall be paid and discharged, or acquired and pledged hereunder. _____

Sec. 6. The Railway Company will not voluntarily create or suffer to be created any lien or charge which would be prior to the lien of these presents, upon the mortgaged premises, or any part thereof, or upon the income thereof; and within six months after the same shall become due, it will pay all lawful claims and demands of mechanics, laborers and others, which if unpaid, might by law be given precedence to this indenture as a lien or charge upon the mortgaged premises or any part thereof, or the income thereof; and if any company (excepting Northern Pacific Railway Company or any company successor thereto) of whose capital stock the greater part is now pledged hereunder, or, pursuant to this indenture, shall hereafter be pledged hereunder, shall create or suffer to be created any lien or charge upon its property or income, or create or suffer to be created any indebtedness other than (1) indebtedness to the Railway Company, or (2) for the current operating expenses of such company during a period not exceeding six months, then the Railway Company will pay and discharge the same. _____

Sec. 7. The Railway Company from time to time will pay and discharge all taxes, assessments and governmental charges lawfully imposed upon the lines of railroad and other premises hereby mortgaged, or upon any part thereof, or upon the income and profits thereof, the lien of which would be prior to the lien hereof, so that the priority of this indenture shall be fully preserved in respect of such premises; and if any company (excepting Northern Pacific Railway Company or any company successor thereto) of whose capital stock the greater part is now pledged hereunder

therein free from the lien hereof. ——————

Sec. 4. The Railway Company will, at an office or agency to be maintained by it in the city of New York, keep a sufficient register or registers of bonds issued hereunder, which registers at all reasonable times shall be open for the inspection of the Trustee; and, upon presentation for such purpose, it will, under such reasonable regulations as it may prescribe, register therein any coupon bonds and any bonds without coupons issued under the provisions hereof. As to all bonds so registered, the person in whose name the same shall be registered shall for all purposes of this indenture be deemed and regarded as the owner thereof, and thereafter payment of or on account of the principal of such bond, if it be a coupon bond, and of the principal and interest, if it be a registered bond without coupons, shall be made only to such registered holder or upon his order; but such registration may be changed as hereinafter provided. All such payments so made shall be valid and effectual to satisfy and discharge the liability upon such bond to the extent of the sum or sums so paid. Upon presentation of any coupon bond which shall have been registered as aforesaid, with a written power to transfer the same executed by the registered holder, such bond shall be transferred upon such register, and thereafter the transferee or transferees of such bond upon such register shall be held to be the owner or owners thereof, and from time to time such transfers may be made as so directed by the registered holder of any such bond for the time being. The registered holder of any such coupon bond shall also have the right to cause the same to be registered as payable to bearer, in which case transferability by delivery shall be restored and thereafter the principal thereof shall be payable to any person presenting the same. Any holder of a coupon registered to bearer may cause such bond to be registered in the name of such holder with the same effect as a first registration thereof; and successive registrations and transfers to bearer as aforesaid may be made from time to time as desired. Such registration of any coupon bond shall not restrain the negotiability of any coupon thereto belonging but every such coupon shall continue to pass by delivery merely. —— Any registered bond without coupons may be transferred by instrument in writing executed by the registered holder upon surrender of the bond and payment of the charge for such transfer in which case a like amount of new registered bonds will be issued to the transferee as provided in Section 5 of Article One hereof.

Sec. 5. The Railway Company will well and truly pay and

discharge, or will acquire and pledge hereunder, on or before their respective dates of maturity all of said outstanding bonds of the Northern Pacific Railroad Company secured by its Missouri Division mortgage, dated May 1st, 1879, and its General First Mortgage, dated January 1st, 1881, and all said outstanding bonds of the Western Railroad Company of Minnesota secured by its mortgage dated May 1st, 1877, and all said outstanding bonds of the St. Paul and Northern Pacific Railway Company secured by its mortgage, dated June 1st, 1883; it will not issue or permit or suffer to be issued any bonds under any of said mortgages in addition to said bonds now outstanding thereunder (except registered bonds issued in exchange for coupon bonds surrendered); it will not extend, or permit or suffer any extension of, the time of payment of any of said bonds at, before, or after, maturity thereof; and it will duly, punctually and regularly pay or cause to be paid the interest on all such outstanding bonds until the same shall be paid and discharged, or acquired and pledged hereunder. ——————

Sec. 6. The Railway Company will not voluntarily create or suffer to be created any lien or charge which would be prior to the lien of these presents, upon the mortgaged premises, or any part thereof, or upon the income thereof; and within six months after the same shall become due it will pay all lawful claims and demands of mechanics, laborers and others, which if unpaid might by law be given precedence to this indenture as a lien or charge upon the mortgaged premises or any part thereof, or the income thereof; and if any company (excepting Northern Pacific Rail Road Company or any company successor thereto) of whose capital stock the greater part is now pledged hereunder, or, pursuant to this indenture, shall hereafter be pledged hereunder, shall create or suffer to be created any lien or charge upon its property or income, or create or suffer to be created any indebtedness other than (1) indebtedness to the Railway Company, or (2) for the current operating expenses of such company during a period not exceeding six months, then it, the Railway Company, will pay and discharge the same. ——————

Sec. 7. The Railway Company from time to time will pay and discharge all taxes, assessments and governmental charges lawfully assessed upon the lines of railroad and other premises hereby mortgaged, or upon any part thereof, or upon the income and profits thereof, the lien of which would be prior to the lien hereof, so that the priority of this indenture shall be fully preserved in respect of such premises; and if any company (excepting Northern Pacific Rail Road Company or any company successor thereto) of whose capital stock the greater part is now pledged hereunder

or pursuant to this indenture, shall hereafter be acquired and pledged hereunder, shall, at any time during the continuance of any such pledge fail to pay all such taxes, assessments and charges lawfully imposed upon the property of such company or upon the income and profits therefrom, then the Railway Company will itself pay and discharge the same, but the Railway Company shall not be required by the provisions of this Section 7 to pay any such tax, assessment or charge so long as the Railway Company shall in good faith contest the validity thereof.

The foregoing covenant in respect of the payment and discharge of taxes, assessments and governmental charges upon the mortgaged premises shall not apply in respect of any lands for which patents shall not have been actually issued, until such patents shall have been issued, nor in respect of any lands, whether now or hereafter patented, which, from time to time, shall be indicated by writing addressed to the Trustee and signed and ratified by the President and the Land Commissioner of the Railway Company as not being of sufficient value and likelihood of ultimate sale to make it advantageous to the Railway Company to pay taxes, assessments or other charges thereon; and any lands so indicated may be abandoned by the Company with the written consent of the Trustee, or may be sold, subject to unpaid taxes, if any, for such nominal consideration as may be agreed upon with the approval of the Trustee.

Sec. 8. Except subject to the lien hereof or as herein otherwise expressly provided, the Railway Company (1) will not sell, encumber or by any voluntary act part with its ownership of and title to any shares of stock of any company which shall have been pledged hereunder (if a majority of the shares of such company shall have been so pledged), or its capacity of redemption thereof or the voting power thereof, and (2) will, subject to the lien hereof, hold all and singular such stock of every company of whose capital stock the greater part shall have been pledged hereunder, and will exercise its voting power thereon in such manner that it shall retain in itself the rights and powers of the holder of the greater part of the capital stock of such company; and (3) will at all times take all such action as, from time to time, may be necessary to preserve the corporate existence and corporate rights of every company of whose capital stock the greater part shall be pledged hereunder.

As such holder of such stock it will not by affirmative vote or by abstaining from voting, sometime or permit any increase of the capital stock of any such company, or the creation of any indebtedness of any such company (except current operating accounts for a period not at any date exceeding six months prior thereto) or the issue or guaranty of any bonds by any such company, or the creation of any mortgage or other lien upon the railroad or property of any such company, unless effective provision be made that such indebtedness and the evidences thereof and such bonds issued or guaranteed and such mortgage or other lien, and all such additional stock (or such part of such additional stock as is proportionate to the part of such entire capital stock previously pledged hereunder), shall, immediately upon the issue or creation thereof, be delivered to and pledged with the Trustee by it to be held subject to all the trusts of this indenture, with the same effect as if such indebtedness, bonds, mortgage or other lien and shares, as the case may be, had been delivered and pledged to it hereunder at the time of the sealing hereof; and all such additional stock shall be fully paid and non-assessable.

Except as herein otherwise expressly provided, the Railway Company will not by affirmative vote, or by abstaining from voting, sometime or permit any company of whose capital stock the greater part shall be pledged hereunder to sell or otherwise to dispose of its railroad or to lease the same (unless such lease be terminable hereunder by entry of the Trustee, or by sale by the Trustee, or pursuant to judicial proceedings), except to the Railway Company or to some other company of whose capital stock there shall then be held by the Railway Company and be pledged or assigned to the Trustee hereunder a percentage, not less than the percentage held hereunder of the capital stock of the company whose railroad shall be sold or otherwise disposed of or leased.

Sec. 9. Any and all claims and indebtedness (other than bonds and hereafter pledged or assigned to the Trustee under any other provision of this indenture) which the Railway Company now holds or hereafter may acquire against any other company of whose capital stock the greater part shall have been pledged or assigned to the Trustee hereunder, shall be and become subject to the lien of this indenture, and if and when requested in writing by the Trustee the Railway Company will execute to the Trustee appropriate assignments thereof.

Sec. 10. The Railway Company will not issue, negotiate, sell or dispose of any bonds hereby secured, in any manner other than in accordance with the provisions of this indenture and the agreements in that behalf herein contained, and in issuing, selling, negotiating or otherwise disposing of such bonds, from time to time

it will well and truly apply, or cause to be applied, the same or the proceeds thereof, to and for purposes herein prescribed, and to and for no other or different purpose. _____

Article Three

Sec. 1. Unless (a) The Railway Company shall be in default in the payment of some interest on any bond secured by this indenture, or on any bond (other than bonds held by the Trustee hereunder) secured by any of the aforesaid mortgages of the Northern Pacific Railroad Company dated May 1st. 1879, 2nd January 1st, 1881, or by the mortgage of the Western Railroad of Minnesota dated May 1st. 1877, or by the mortgage of the St. Paul & Northern Pacific Railroad Company, dated June 1st. 1883, and such default shall have continued for a period of six months; or unless (b) The Railway Company shall be in default in the due and punctual payment of the principal of any bond secured hereby, or of any bond (other than bonds held by the Trustee hereunder) secured by any of the aforesaid mortgages mentioned in this section; or unless (c) the Railway Company shall be in default in the payment of any tax, assessment or other governmental charge lawfully imposed or levied upon any part of the property and premises hereby mortgaged, or the income and profits thereof, and such default shall have continued for a period of six months after written notice thereof from the Trustee or from holders of five per cent. in amount of the bonds secured hereby; or unless (d) the Railway Company shall be in default in the due performance and observance of any covenant or condition of this indenture and such default shall have continued beyond the period of grace, if any, herein provided for in respect of such default, and the Trustee shall have entered or shall have elected to enter into possession under the power of entry hereinafter conferred; or unless (e) the Railway Company voluntarily shall have surrendered to the Trustee possession of the mortgaged premises as hereinafter authorized — the Trustee (except with the assent of the Railway Company) shall not collect or be entitled to collect the principal or interest of any bonds or other claims or indebtedness now or hereafter pledged with, or assigned to, the Trustee under this indenture; and the Railway Company shall be entitled to receive all interest paid and dividends declared in respect of any bonds or stocks transferred to or pledged with the Trustee pursuant to any of the provisions of this indenture; and from time to time (subject to the covenants in respect thereof in this section contained), upon the request of the Railway Company, the Trustee shall deliver to it the coupons for such interest, in order that the Railway Company may receive payment thereof for its own use, and shall deliver to the Railway Company suitable orders in favor of the Railway Company or its nominee for the payment of such dividends; and the Railway Company may collect such coupons and dividends, but not by any proceeding which the Trustee shall deem to be prejudicial to the trusts hereunder; and the Trustee at once shall pay over to the Railway Company any such interest and dividends which may be collected or received by it. In any such case the Railway Company shall be entitled for its own use to demand, receive and collect, release and discharge the principal or interest of any such claim against, or indebtedness (other than bonds) of, any other company pledged with the Trustee hereunder, and upon request of the Railway Company the Trustee shall execute any re-assignments or releases which may be required for that purpose. _____

If any such coupon or if any evidence of any such claim or indebtedness, delivered to the Railway Company as aforesaid, shall not as aforesaid forthwith be paid and cancelled, the Railway Company shall return the same to the Trustee, and in case of the payment of any such coupon, claim or indebtedness, shall ask or demand of the Trustee furnish satisfactory evidence of the cancellation and extinguishment thereof. _____

Provided, however, and it is hereby declared and agreed that, except as herein otherwise expressly provided, (1) the Railway Company shall not be entitled to receive, and the Trustee shall not pay over to the Railway Company, any principal of any bond pledged or assigned to the Trustee hereunder; (2) the Railway Company shall not be entitled to receive, and the Trustee shall not pay over, any interest on any such bond or any principal or interest of any such other claim or indebtedness which shall have been collected or paid out of the proceeds of any sale of any property covered by a mortgage securing such bonds, or out of the proceeds of the sale of any other property of the company liable upon such bonds, claims or indebtedness, in case of a dissolution or liquidation of such company, it being the intention that the Railway Company shall only be entitled to receive payments made out of the rents, earnings, income, or proceeds of operation, of such properties; (3) the Railway Company shall not sell, assign or transfer any such coupon, or right to dividend, delivered or assigned to it, or any other such claim or indebtedness, except subject to this indenture; (4) that the Railway Company shall not collect any such

encumbrance or other claims or indebtedness by legal proceedings or by enforcement of any security therefor, except with the consent of the Trustee, nor in any manner which the Trustee shall deem prejudicial to the trust hereunder; and (B) until actually paid or discharged every such encumbrance or right to dividends and other claims and indebtedness shall in all respects remain subject to the lien of this indenture.

Nothing in this Section contained shall affect or impair any of the provisions of Article Eight hereof.

Sec. 2. In case any sum shall be paid on account of the principal of any bond pledged with the Trustee hereunder or shall be paid upon dissolution or liquidation of any company upon any shares of stock of such company held by the Trustee hereunder or upon any such claim against or indebtedness of such company, as mentioned in Section 1 of this Article, then, in any such case (unless applied as in Section 5 of this Article provided) any such sum shall be received by the Trustee and shall (except as provided in Section 4 of Article Eight hereof) be held, used and paid over as part of the cash fund under Section 3 of Article Eight hereof.

Sec. 3. Unless the Railway Company shall be in default, and such default shall have continued in any case as specified under (A), (B) or (C) of Section 1 of this Article, or unless in the case (A) specified in said Section, the Trustee shall have entered, or shall have elected to enter, into possession, or unless the Railway Company shall have voluntarily surrendered possession of the mortgaged premises as hereinafter authorized, the Railway Company shall have the right to vote upon all shares of stock pledged hereunder, for all purposes not inconsistent with the provisions or purposes of this indenture and with the same force and effect as though such pledge had not been made; and from time to time, upon demand of the Railway Company, the Trustee forthwith shall execute and deliver to the Railway Company, or its nominees, suitable powers of attorney or proxies for such purposes.

Sec. 4. The Trustee shall be authorized to cause to be registered in its name as Trustee any and all such bonds pledged with it hereunder, or which at any time hereafter may be pledged with it under any of the provisions of this indenture, or to cause the same to be exchanged for registered bonds of any denomination without coupons, or to cause the same to be stamped "Not negotiable. Held by The Mercantile Trust Company, as Trustee,

under The Prior Lien Mortgage of The Northern Pacific Railway Company, dated November 10th, 1896". The Trustee shall cause to be transferred into its name as Trustee hereunder all registered bonds and all shares of stock delivered and assigned to it or which at any time hereafter may be delivered and assigned to it as security hereunder. The Trustee may do whatever may be necessary for the purpose of maintaining or preserving the corporate existence of any and all companies, any of whose shares shall, at any time, be pledged hereunder, and for such purposes, from time to time, it may sell, assign, transfer and deliver so many shares of the stocks of the several companies as may be necessary to qualify persons to act as Directors of, or in any other official relation to, said companies; provided, however, that under this provision no transfer shall be made which shall reduce the amount of stock in any company held by the Trustee, so as to render it less than a controlling interest in such stock; and in any such case the Trustee may make such arrangements as it shall deem necessary for the protection of the trusts hereunder.

Sec. 5. If any default shall be made in the payment of the principal or interest of any mortgage bonds at any time pledged hereunder, or of other bonds secured by the same mortgage as such bonds held by the Trustee, then, in any such case, the Trustee, upon the written request of the Railway Company shall cause proper proceedings to be instituted and prosecuted in some court of competent jurisdiction to foreclose the mortgage or mortgages by which such bonds are secured; but in any case where not less than eighty-five per cent. in amount of the principal of all the bonds secured by any mortgage are pledged hereunder, proceedings to foreclose such mortgage shall be taken only under such conditions as in the judgment of the Trustee will enable it either to obtain par and interest for the bonds secured by such mortgage held by it, or else to acquire the property owned by such mortgage, and to subject such property or securities representing such property to the lien hereof, as hereinafter provided. The Trustee, however, shall not be liable for any error of judgment in respect of such proceedings or their outcome.

In case the Railway Company shall be in default in the payment of the principal or interest of any of the bonds hereby secured, and such default shall have continued for a period of six months, or in case a Receiver of the mortgaged premises shall have been appointed, or in case the Trustee shall have

entered, or shall have decided to enter into possession of the mortgaged premises under the power hereinafter conferred or by the voluntary action of the Railway Company, then the Trustee, in its discretion, may institute such proceedings without such written request. ———

In case, at any time, any company of whose capital stock the greater part shall be held by the Trustee hereunder shall be dissolved, or liquidated, or in case all or any of the property of any such company shall be sold upon the insolvency of such company or any judicial or other sale, or in case any property owned by a mortgage securing any bonds held by the Trustee hereunder shall be sold upon foreclosure of such mortgage, then, in any such case, if the property of such company or the property sold can be acquired by crediting on the bonds, claims, indebtedness or stock held by the Trustee hereunder the amount accruing thereon out of the proceeds of such property and paying out more than fifteen per cent. of the price of such property in cash, the Trustee may, in its discretion, and in any case, if by the Railway Company requested in writing, and provided with the necessary funds therefor, the Trustee shall purchase, or cause to be purchased, such property, either in the name and on behalf of the Railway Company or in its own name or by purchasing trustees, and shall use such bonds, claims, indebtedness and stock to make payment for such property; and in case of any such purchase, the Trustee shall take such proceedings as it may deem best to cause such property to be vested either in the Railway Company, subject to the lien of this indenture, or in some other corporation organized or to be organized for that purpose, of whose bonded debt and capital stock, all excepting the amount thereof required to qualify directors, shall be received and held by the Trustee and shall be vested in the Railway Company subject to the lien of this indenture. ———

The Trustee may also in any case take such steps as, in its discretion, shall be considered best to protect its interests hereunder in respect of any bonds or stock subject to the lien hereof, and for that purpose it may join in any plan of reorganization in respect of any such bonds or stocks and may receipt new securities issued in exchange therefor under such plans. ———

The Railway Company covenants that, on demand of the Trustee it, the Railway Company, forthwith will pay or satisfactorily provide for all expenditures incurred by the Trustee under any of the provisions of this Section, including all sums required to discharge or purchase the ownership and title to any railways or other properties which the Trustee shall purchase or cause to be purchased pursuant to the provisions of this Section; and in case the Railway Company shall fail so to do, then, without impairment of, or prejudice to, any of its rights hereunder by reason of the default of the Railway Company, the Trustee, in its discretion, may advance all such expenses and other moneys required, or may procure such advances to be made by others, and for such advances, made by the Trustee, or by others at its request, with interest thereon, the Trustee shall have a lien on the property hereby mortgaged and pledged, which lien shall be prior to the lien of the bonds hereby secured, but in no event shall the principal of such lien exceed in the aggregate, at any one time, a sum equal to two percent. of the principal of the total amount of bonds issued hereunder and then outstanding. ———

In case the Trustee shall not purchase or cause to be purchased the property sold at any such sale, and shall not join in a plan of reorganization as aforesaid in respect of such bonds or stock, the Trustee shall receive any portion of the proceeds of the sale accruing on the securities by it held hereunder, and such moneys shall be added by the Trustee to the cash fund under Section 3 of Article Eight hereof and be treated in all respects as part thereof. ———

Sec. b. The assignment or pledge hereunder of any shares of stock of any company or companies now or hereafter held by the Trustee hereunder, shall not prevent the consolidation or merger of any one or more of said companies with, or the sale, conveyance or transfer of the property of any such company to, the Railway Company; but, anything in this indenture contained to the contrary notwithstanding, such consolidation, merger or sale may be made under any laws to which such companies may then be subject: Provided, however, that such consolidation, merger or sale shall be made only upon such terms as shall be approved either by the Trustee, or by the holders of a majority in interest of the bonds secured by this indenture. In the event of the consolidation or merger of any one or more of the said companies with, or the sale of its property to, the Railway Company, this indenture immediately shall become and be a lien upon the property of the company so consolidated or merged

with, or so sold to, the Railway Company, with the same
free and effect as if expressly conveyed by this indenture
and the holders of the bonds hereby secured shall always
have as full and complete a lien upon such properties
that herein created by the pledge of the stock and bonds of
such constituent companies to the Trustee hereunder.
The assignment or pledge hereunder of any shares of stock
of any company or companies shall not prevent the consoli-
dation or merger of any such companies with each other,
nor shall it prevent the sale of the property of any such com-
pany (except in the cases prohibited in Section 9 of Article
Two hereof) to any other company of whose capital stock
the greater part shall be held by the Trustee hereunder:
Provided, however, that any such consolidation, merger or
sale shall be made only upon such terms as shall be
approved either by the Trustee or by the holders of a majori-
ty in interest of the bonds secured by this indenture; and
that the portion of the capital stock of any such consoli-
dated, merging or purchasing company that never less
than a majority thereof, issued for and in lieu of any stock
previously pledged hereunder, shall always have to the total
capital stock a proportionate relation at least as high as
that borne by such previously pledged stock to the total
capital stock of such constituent companies. Such portion
of such stock of such consolidated, merging or purchasing
company and also any bonds or other securities issued by
such consolidated, merging or purchasing company in
exchange for any stock thereof held by the Trustee shall
be assigned to and deposited with the Trustee, and shall be-
come and be subject to the lien of this indenture with the
same force and effect as if expressly pledged by this indenture
and the holders of the bonds hereby secured shall always
have and retain in respect of such portion of such stock
bonds or other securities of such consolidated, merging
or purchasing company a lien, as full and complete, as
upon the stock and bonds of such constituent companies
by reason of the pledge thereof hereunder. _____
The Trustee may do any and all things proper to carry
into effect the purposes of this Section, and in order to
facilitate the consolidation or the merger in whole or in
part of any company, the Trustee, if necessary to such end
may transfer into the name of the Railway Company, under
such restrictions as it may deem sufficient for the protection
of the holders of the bonds secured hereby, the shares of any company
about to be so merged, but the certificates in the name of
the Railway Company forthwith shall be delivered to and held
by the Trustee hereunder, and simultaneously the Railway Company
shall execute such instruments as the Trustee shall deem
necessary in order to enable it to transfer such shares back into
its own name if at any time it shall deem such a course expe-
dient for the protection of the holders of the bonds hereby secured.
Sec. 7. The Trustee, at any time in its discretion, may, and, if
requested in writing by the Railway Company, shall, consent to
the extension or renewal of any of the said general bonds pledged
with or assigned to, or which hereafter shall be pledged with or
assigned to the Trustee hereunder (other than bonds mentioned
in Section 5 of Article Two hereof), and of the mortgages securing
the same, and in case of the renewal of any of such bonds the
Trustee may surrender the same to the company which issued
them, or its successor, and in lieu thereof may receive renewal
bonds bearing such interest and maturing at such time as
the Trustee may deem reasonable; provided that such exten-
ded or renewal bonds shall be secured by a lien and charge
upon the same property equal or superior to that of the bonds
renewed or extended. The Trustee may receive the certificate
of renewal of the Railway Company as conclusive evidence that
such extended or renewed bonds are so secured. All bonds receiv-
ed in exchange for, or in renewal of the said general bonds
hereafter mentioned, pledged with, or assigned to, or which here-
after may be pledged with, or assigned to, the Trustee, shall, by
the Trustee, be held subject to the lien and to all the terms and
provisions of this indenture, in the same manner and to the
same extent as the bonds in exchange for which, or in renew-
al of which, they shall have been received. _____

Article Four.

Section 1. Neither any coupon belonging to any bond hereby
secured, nor any claim for interest on any registered bond
which in any way, or at or after maturity, shall have been trans-
ferred or pledged, separate and apart from the bond to which
it relates, shall, unless accompanied by such bond, be entit-
led, in case of a default hereunder, to any benefit of or from,
this indenture, except after the prior payment in full of
the principal of all bonds issued hereunder, and of all
coupons and interest obligations not so transferred or pledged.

separate and apart from the bond to which it relates, shall unless accompanied by such bond, be entitled in case of a default hereunder, to any benefit of or from this indenture, except after the prior payment in full of the principal of all bonds issued hereunder, and of all coupons and interest obligations not so transferred or pledged. _____

Sec. 3. In case (1) default shall be made in the payment of any interest on any bond at any time issued under and secured by this indenture, or on any bond (except bonds held by the Trustee hereunder) secured by either of the aforesaid mortgages of the Northern Pacific Railroad Company dated May 1st, 1879, and January 1st, 1881, or by the mortgage of the Western Railroad of Minnesota dated May 1st 1877, or by the mortgage of the St. Paul & Northern Pacific Railroad Company, dated June 1st, 1883, and any such default shall continue for a period of six months; or in case (2) default shall be made in the due and punctual payment of the principal of any bond secured thereby, or of any bond (except bonds held by the Trustee hereunder) secured by any of the aforesaid mortgages mentioned in this section; or in case (3) default shall be made by the Railway Company in the payment of any tax assessment or other governmental charge lawfully imposed or levied upon any part of the property and premises hereby mortgaged, or the income and profits thereof, and such default shall continue for a period of six months after written notice thereof from the Trustee or from holders of five per cent. in amount of the bonds hereby secured; or in case (4) the Railway Company shall make default in the due observance and performance of any other covenant or condition herein contained and any such default shall continue for a period of six months after written notice thereof from the Trustee or from the holders of five per cent. in amount of the bonds hereby secured; then, and in each and every such case of default (provided, however, in respect of any of the three cases so above recited, that such default shall have continued for six months as aforesaid), the Trustee personally, or by its agent or agents, attorney or attorneys, may enter into and upon all or any part of the railways, rolling stock, property and premises, lands, rights, interests and franchises hereby conveyed, or intended so to be, and each and every part thereof, and may exclude the Railway Company, its agents and servants, wholly therefrom, and having and holding the same may use, operate, manage, and control said

railways and other premises, regulate the tolls for the transportation of passengers and freight thereon, and conduct the business thereof, either personally or by its superintendents, managers, receivers, agents and servants or attorneys, to the best advantage of the holders of the bonds hereby secured in accordance with law and with any statute relating to said railways and other premises or any part thereof, or to the operation thereof; and, upon every such entry, the Trustee, at the expense of the trust estate, from time to time, by purchase, repairs or construction, may maintain and restore, and insure or keep insured, the rolling stock, tools and machinery and other property, buildings, bridges and structures erected or provided for use in connection with said railways and other premises, and whenever it shall become necessary, as aforesaid, in the same manner and to the same extent as is usual with railway companies, and likewise from time to time, at the expense of the trust estate, may make all necessary or proper repairs, renewals and replacements and useful alterations, additions, betterments and improvements thereto, as well in respect of the rolling stock as in respect of the railways and appurtenances and other subject matters as to it may seem judicious; and the Trustee in such case shall have the right to manage the mortgaged premises as aforesaid, and carry on the business, and exercise all rights and powers of the Railway Company, either in the name of the Railway Company, or otherwise, as the Trustee shall deem best; and it shall be entitled to collect and receive all tolls, freights, incomes, rents, issues and profits of the same and every part thereof, and also the income from stocks and bonds pledged hereunder, and after deducting the expenses of operating said railways and other premises and of conducting the business thereof, and of all repairs, maintenance, renewals, replacements, alterations, additions, betterments and improvements, and all payments which may be made for taxes, assessments, insurance and prior or other proper charges upon said premises and property, or any part thereof, including any interest upon or bonds prior in lien to those secured hereby, as well as just and reasonable compensation for its own services and for all agents, clerks, servants and other employees by it properly engaged and employed, it shall apply the moneys arising as aforesaid as follows: _____

In case the principal of the bonds hereby secured shall not have become due, to the payment of the interest remaining in default, in the order of the maturity of the installments of such

interest, with interest thereon at the rate of four per cent. per annum; such payments to be made ratably to the persons or parties entitled thereto without discrimination or preference; —In case the principal of the bonds hereby secured, shall become due by declaration or otherwise, first, to the payment of the accrued interest (with interest thereon at the rate of four per cent. per annum) in the order of the maturity of the installments thereof, and next to the payment of the principal of all bonds hereby secured; in every instance such payments to be made ratably to the persons or parties entitled to such payment, without any discrimination or preference; —

—These provisions, however, not being intended in any wise to modify the provisions of Section 1 of this Article. —

—In case, and during such continuance, of any such default in either of the first three cases specified in this section, either with or without entry by the Trustee, and also in the fourth case if the Trustee shall have entered or shall have elected to enter as aforesaid, the Trustee shall have, exercise, and enjoy the right to vote on all shares of stock pledged or agreed to be pledged hereunder, and, for the benefit of the holders of bonds hereby secured the right to receive and collect all interest moneys and dividends maturing or payable upon all pledged bonds and stocks, and to apply as hereinbefore provided the net moneys received and as holder of such shares of stock and of such bonds pledged or agreed to be pledged in this indenture, to perform any and all acts, and to make or execute any and all requisite, requisitions or other instruments. In the event that a Receiver of the mortgaged railways shall have been appointed and shall be in possession thereof, the Trustee, from time to time, in its discretion, may turn over any part or all of the interest moneys and dividends so collected by it, to such Receiver, and may co-operate with such Receiver in managing and operating the entire system of the Railway Company in such manner as the Trustee shall deem for the best interests of the holders of the bonds hereby secured. —

Sec. 3. In case default shall be made by the Railway Company in the payment of any interest on any bond hereby secured, and such default shall continue for a period of six months, then and in every case of such continuing default, upon the written request of the holders of a majority in amount of the bonds hereby secured then outstanding, the Trustee, by notice in writing delivered to the Railway Company, shall declare the principal of all bonds hereby secured then outstanding to be due and payable immediately, and upon any such declaration the same shall become and be immediately due and payable, anything in this indenture or in said bonds contained to the contrary thereof in anywise notwithstanding. This provision is, however, subject to the condition, that if at any time after the principal of said bonds shall have been so declared due and payable, all arrears of interest upon all such bonds, with interest at the rate of four per cent. per annum on overdue installments of interest, shall either be paid by the Railway Company or be collected out of the mortgaged premises before any sale of the mortgaged premises shall have been made, then and in every such case the holders of a majority in amount of the bonds hereby secured then outstanding, by written notice to the Railway Company and to the Trustee, may waive such default and its consequences; but no such waiver shall extend to, or affect any subsequent default, or impair any right consequent thereon. —

—In case the Trustee shall have proceeded to enforce any right under this indenture by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned because of such waiver, or for any other lawful reason, or shall have been determined adversely to the Trustee, then and in every such case, the Railway Company shall be restored to its former position and rights hereunder in respect of the mortgaged premises and the shares of stock and bonds, and other property, herein pledged or agreed to be pledged, and, upon the written request of the Railway Company, the Trustee shall do, make, execute, acknowledge and deliver such acts, deeds, instruments and assurances as the laws may be required to effectuate such purpose; but, nevertheless, all rights, remedies and powers of the Trustee shall survive and continue as though no such proceedings had been taken. —

Sec. 4. In case (1) default shall be made by the Railway Company in the payment of any interest on any bond secured by this indenture, or on any bond (other than bonds held by the Trustee hereunder) secured by either of said mortgages of the Northern Pacific Railroad Company, dated May 1st, 1879, and January 1st, 1881, or by said mortgage of the Western Railroad Company of Minnesota dated May 1st, 1879, or by said mortgage of the St. Paul and Northern Pacific Railway Company dated June 1st, 1883, and any such default shall continue for a period of six months; or in case (2) default shall be made by the Railway Company in the due and punctual payment of the principal of any bond secured hereby, or of any bond (other than bonds held by the Trustee hereunder)

secured by any of said four mortgages; or in case (3) default shall be made by the Railway Company in the payment of any tax, assessment or other governmental charge lawfully imposed or levied upon any part of the mortgaged property or premises or the income and profits therefrom and such default shall continue for a period of six months after written notice thereof from the Trustee or from holders of five per cent. in amount of the bonds hereby secured; or in case (4) the Railway Company shall make default in the due observance and performance of any other covenant, or condition herein contained and any such default shall continue for or period of six months after written notice thereof from the Trustee or from the holders of five per cent. in amount of the bonds hereby secured and then outstanding; then and in each and every such case of default (provided, however, in respect of any of the three cases so indicated, that such default shall have continued for six months as aforesaid), the Trustee, with or without entry, personally or by attorney, in its discretion (a) may sell to the highest and best bidder, all and singular the mortgaged property and premises, bonds and stocks, rights, franchises and interests, lands and appurtenances, and other real and personal property of every kind, and all right, title and interest, claim and demand therein, and right of redemption thereof, in one lot and as an entirety, unless a sale in parcels shall be required under the provisions of Section 6 of this Article, in which case such sale may be made in parcels as in said Section provided; which sale or sales shall be made at public auction at such place in the city of Superior, in the State of Wisconsin, or at such other place, and at such time and upon such terms, as the Trustee may fix and briefly specify in the notice of sale to be given as herein provided; or (b) may proceed to protect and enforce the rights of bondholders under this indenture, by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted or for the foreclosure of this indenture, or for the enforcement of any other appropriate legal or equitable remedy as the Trustee, being advised by counsel learned in the law, shall deem most effectual to protect and to enforce any of its rights or duties hereunder. Upon the written request of the holders of twenty-five per cent. in amount of the bonds hereby secured, in case of any such continuing default, it shall be the duty of the Trustee, upon

being indemnified as hereinafter provided, to take all needful steps for the protection and enforcement of its rights and the rights of the bondholders secured hereby, and to exercise the power of entry and sale herein conferred, or both, or to take appropriate judicial proceedings by action, suit or otherwise, as the Trustee, being advised by counsel learned in the law, shall deem most expedient in the interest of the holders of the bonds hereby secured.

Sec. 2. Anything in this indenture contained to the contrary notwithstanding, the holders of seventy-five per cent. in amount of the bonds hereby secured and then outstanding, in case of any subsisting default, from time to time, shall have the right to direct and control the method and place of conducting any and all proceedings for any sale of the premises hereby conveyed, pledged, or agreed or intended so to be, or for the foreclosure of this indenture, or for the appointment of a Receiver, or of any other proceedings hereunder.

Sec. 3. In the event of any sale, whether made under the power of sale hereby granted and conferred, or under or by virtue of judicial proceedings, or of a sale, judgment or decree of foreclosure and sale, the whole of the property hereby mortgaged and pledged shall be sold in one parcel and as an entirety, including all the rights, title, estates, lands, rights to lands, railroads, equipment, franchises, leases, leasehold interests, contracts, stocks, bonds and other real and personal property of every name and nature, unless the holders of a majority in amount of the bonds hereby secured then outstanding, shall in writing request the Trustee to cause said premises to be sold in parcels, in which case the sale shall be made in such parcels as may be specified in such request or petition, or unless such sale as an entirety is impracticable by reason of some statute or other cause; and this provision shall bind the parties hereto and each and every of the holders of the bonds and coupons hereby secured or intended so to be.

Sec. 4. Notice of any such sale pursuant to any provision of this indenture, shall state the time and place when and where the same is to be made, and shall contain a brief general description of the property to be sold, and shall be sufficiently given if published once in each week for four successive weeks prior to such sale in a newspaper published in New York, N. Y.; a newspaper published in Superior, Wisconsin; a newspaper published in St. Paul,

Minnesota; a newspaper published in Bismarck, Dakota; a newspaper published in Helena, Montana; a newspaper published in Northdrum, Idaho; a newspaper published in Tacoma, Washington; and a newspaper published in Portland Oregon. _____

Sec. 9. Upon the completion of any sale or sales under this indenture, the Trustee shall make, execute and deliver to the accepted purchaser or purchasers a good and sufficient deed, or good and sufficient deeds, of conveyance, of the property and franchises sold. And the Trustee and its successors are hereby appointed the true and lawful attorney or attorneys, irrevocable, of the Railway Company, in its name and stead to make all necessary deeds and conveyances of property and all necessary transfers of shares of stock or bonds or other obligations sold, and for that purpose it and they may execute all necessary acts of assignment and transfer, and may substitute one or more persons with like power, the Railway Company hereby ratifying and confirming all that its said attorney or attorneys, or such substitute or substitutes, shall lawfully do by virtue hereof. _____

Any such sale or sales made under or by virtue of this indenture, whether under the power of sale hereby granted and conferred, or under or by virtue of judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of the Railway Company of in and to the premises sold, and shall be a perpetual bar both at law and in equity against a Railway Company its successors and assigns, and against any and all persons claiming or to claim the premises sold, or any part or parcel thereof, by, from, through or under the Railway Company, its successors and assigns, or any of them. _____

All personal property and chattels conveyed, or intended to be conveyed by or pursuant to this indenture, other than bonds and other securities, and property pledged or to be pledged with the Trustee, shall be real estate for all the purposes of this indenture, and shall be held and taken to be fixtures and appurtenances of the said railroads and part thereof, and are to be used and sold therewith and not separate therefrom, except as herein otherwise provided. _____

Sec. 9. The Trustee, from time to time, may adjourn any sale to be made by it under the provisions of this indenture, by announcement at the time and place appointed for such sale,

or for such adjourned sale or sales; and without further notice or publication, it may make such sale at the time and place to which the same shall be so adjourned. _____

Sec. 10. The receipt of the Trustee shall be a sufficient discharge to the purchaser or purchasers of the property sold as aforesaid, for the purchase money, and no such purchaser or purchasers, or his, their or its representatives, grantees or assigns, after paying such purchase money and receiving such receipt, shall be bound to see to the application of such purchase money, upon or for, any trust or purpose of this indenture, or in any manner whatsoever be answerable for any loss, misapplication, or non-application, of any such purchase money, or any part thereof, or be bound to inquire as to the authorization, necessity, expediency or regularity of any such sale. _____

Sec. 11. In case of any such sale, whether under the power of sale hereby granted, or pursuant to judicial proceedings, the whole of the principal sum of the bonds hereby secured, if not previously declared due, shall at once become due and payable anything in said bonds or in this indenture to the contrary notwithstanding. _____

Sec. 12. The proceeds or avails of any such sale, whether under the power of sale hereby granted or pursuant to judicial proceedings, and the purchase money bond therein, together with any sums which may be held by the Trustee under any of the provisions of this indenture, at the time of, or after such sale, as part of the trust estate or the proceeds thereof, shall be applied as follows: _____

First. To the payment of the costs and expenses of such sale, including a reasonable compensation to the Trustee, its agents attorneys and counsel, and of all expenses, liabilities and advances made and incurred by the Trustee in managing and maintaining the property hereby conveyed or so intended to be, and of all taxes, assessments or liens prior to the lien of these presents, except any taxes, assessments or other superior liens to which such sales shall have been made subject. _____

Second. To the payment of the whole amount then owing or unpaid upon the bonds hereby secured for principal and interest, with interest at the rate of four per cent. per annum on the overdue installments of interest and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon the said bonds, then to the payment of such principal and interest, without preference or priority of

principal over interest or of interest over principal or of any installment of interest over any other installment of interest, ratably to the aggregate of such principal and the accrued and unpaid interest; subject, however, to the provisions of Section 2 of this Article.

Third. To the payment of the surplus, if any, to the Railway Company, its successors or assigns, or to whomsoever may be lawfully entitled to receive the same.

Sec. 13. The Railway Company covenants that in case (1) default shall be made in the payment of any interest on any bonds at any time outstanding and secured by this indenture, or in case (2) default shall be made in the payment of the principal of any such bonds when the same shall become payable, whether at the maturity of said bonds or by declaration as authorized by this indenture, or by a sale of the mortgaged premises as hereinbefore provided, then, upon demand of the Trustee, the Railway Company will pay to the Trustee the whole amount of the interest or of the interest and principal due and payable on all the bonds hereby secured then outstanding, with interest at the rate of four per cent. per annum upon the over-due principal and instalments of interest; and in case the Railway Company shall fail to pay the same, forthwith upon such demand, the Trustee, in its own name and as Trustee of an express trust, shall be entitled to recover judgment for the whole amount so due and unpaid.

The Trustee shall be entitled to recover judgment as aforesaid, either before or after, or during the pendency of, any proceedings for the enforcement of the lien of this indenture upon the mortgaged and pledged premises, and the right of the Trustee to recover such judgment shall not be affected by any entry or sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the provisions of this indenture or the foreclosure of the lien thereof; and in case of a sale of the mortgaged premises and of the application of the proceeds of sale to the payment of the mortgage debt, the Trustee, in its own name and as Trustee of an express trust, shall be entitled to enforce payment of, and to receive, all amounts then remaining due and unpaid upon any and all of the bonds issued hereunder and then outstanding, for the benefit of the holders thereof, and shall be entitled to recover judgment for any portion of the mortgage debt remaining unpaid, with interest. No recovery of any such judgment by the Trustee and no levy of any execution upon any such judgment

upon property subject to the lien of this indenture, or upon any other property, shall in any manner, or to any extent, affect the lien of the Trustee upon the mortgaged premises or any part thereof, or any rights, powers or remedies of the Trustee hereunder, or any rights, powers or remedies of the holders of the bonds hereby secured, but such lien, rights, powers and remedies shall continue unimpaired as before.

Any moneys collected by the Trustee under this Section shall be distributed and paid over by it to the persons registered as holders of the registered bonds at the time of payment, and the persons presenting the coupon bonds and coupons for such payment without any preference or priority of any kind, and ratably according to the amounts which shall have become due upon such bonds and coupons respectively.

Sec. 14. The Railway Company will not at any time insist upon or plead, or in any manner whatever claim, or take the benefit or advantage of, any stay or extension law now or at any time hereafter in force in any locality where the mortgaged premises or pledged property, or any part of either, may or shall be situate, nor will it claim, take or insist on any benefit or advantage from any law now or hereafter in force, providing for the valuation or appraisement of the mortgaged premises or pledged property, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provision herein contained, or to the decree of any court of competent jurisdiction; nor after any such sale or sales will it claim or exercise any right under any statute enacted by the Congress of the United States, or by the Legislature of any State, to redeem the property so sold, or any part thereof; and it hereby expressly waives all benefit and advantage of any such law or laws; and it covenants that it will not hinder, delay or impede the execution of any power herein granted and delegated to the Trustee, but that it will suffer and permit the execution of every such power, as though no such law or laws had been made or enacted.

Sec. 15. Upon filing a bill in equity, or upon commencement of any other judicial proceedings to enforce any right of the Trustee or of the bondholders under this indenture, the Trustee shall be entitled to exercise the right of entry herein conferred, and also any and all other rights and powers hereunder hereby conferred and provided to be exercised by the Trustee upon the occurrence and continuance of default as hereinbefore provided; and, in any case of any default entitling the Trustee to enter as provided in Section

2 of Article 3 nor hereof, the Trustee as matter of right, shall be entitled to the appointment of a Receiver of the premises hereby mortgaged, and of the earnings, income, revenue, rents, issues, or profits thereof, with such powers as the Court making such appointment shall confer; but notwithstanding the appointment of any Receiver, the Trustee shall be entitled, as pledgee, to continue to retain possession and control of the stocks, bonds, cash and other property pledged or to be pledged with the Trustee hereunder.

Sec. 16. The Railway Company at any time hereafter before full payment of the bonds secured hereby, and whenever it shall deem expedient for the better security of such bonds, although there be then no default entitling the Trustee to enter into possession, may, with the consent of the Trustee, surrender and deliver to the Trustee full possession of the whole or any part of the property, premises and interests hereby conveyed, or intended so to be, for any period fixed or indefinite. Upon such surrender and delivery to the Trustee, with its consent, the Trustee shall enter into and upon the premises so surrendered and delivered and shall take and receive possession thereof, for such period fixed or indefinite, as aforesaid, without prejudice, however, to its right at any time subsequently, when entitled thereto by any provision hereof, to insist upon and to maintain such possession, though beyond the expiration of any prescribed period. Upon any such voluntary surrender and delivery of said property and premises, or of any part thereof, the Trustee, from the time of its entry, shall work, maintain, use, manage, control and employ the same in accordance with the provisions of this Indenture, and shall receive and apply the income and revenues thereof as provided in Section 2 of this Article. Upon application of the Trustee, and with consent of the Railway Company if there be then no subsisting default hereunder, and without such consent if there shall then be a subsisting default entitling the Trustee to enter as provided in Section 2 of this Article hereof, a Receiver may be appointed to take possession of, and to operate, maintain and manage the whole or any part of said property whensoever the same may be situated, with all the rights powers and duties by this Section conferred upon the Trustee and the Railway Company shall transfer and deliver to such Receiver all such property in its possession whensoever the same may be situated; provided, however, that

notwithstanding the appointment of any such Receiver, the Trustee, as pledgee, shall be entitled to retain possession and control of the stocks, bonds, cash and other property pledged with the Trustee hereunder.

Sec. 17. No holder of any bond or coupon hereby secured shall have any right to institute any suit, action or proceeding in equity or at law for the foreclosure of this indenture or for the execution of any trust hereof, or for the appointment of a Receiver, or for any other remedy hereunder, unless such holder shall previously have given to the Trustee written notice of such default and of the continuance thereof as hereinbefore provided, nor unless, also, the holders of twenty-five per cent. in amount of the bonds hereby secured and then outstanding shall have made written request of the Trustee, and shall have afforded to it reasonable opportunity either itself to proceed to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its own name, nor unless, also they shall have offered to the Trustee adequate security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby; and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this indenture and to any action or course of action for foreclosure or for the appointment of a receiver, or for any other remedy hereunder; it being understood and intended that no one or more holders of bonds and coupons shall have any right in any manner whatever to affect, disturb or prejudice the lien of this indenture by his or their action, or to enforce any right hereunder, except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all holders of such outstanding bonds and coupons.

Sec. 18. Except as herein expressly provided to the contrary, no remedy herein conferred upon or reserved to the Trustee, or upon or to the holders of bonds hereby secured, is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Sec. 19. In case of any sale hereunder, any and all purchasers in making settlement or payment, shall be entitled to turn in any bonds and any matured and unpaid interest obligations hereby secured, estimating the value of such bonds and

for that purpose at the same proportion of the net proceeds of such sale to the holder or holders of such bonds and coupons or his or their ratable share of such net proceeds, after allowing for the proportion of the total payment required to be made in each for the cost and expenses of the sale or otherwise; and if such share of net proceeds shall be less than the amount then due upon such bonds and coupons, such purchaser or purchasers or any one make such settlement by receipting on the bonds the amount to be credited thereupon; and at any such sale any bondholder may bid for and purchase such property and upon compliance with the terms of sale, may hold, retain, and dispose of, such property without further accountability therefor.

Sec. 20. No delay or omission of the Trustee, or of any holder of bonds hereby secured, to exercise any right or power arising from any default continuing as aforesaid shall impair any such right or power, or shall be construed to be a waiver of any such default, or an acquiescence therein. _____

Article Five.

Any request or other instrument required by this indenture to be signed and executed by bondholders may be in any number of concurrent instruments of similar tenor, and may be signed or executed by such bondholders in person or by agent appointed in writing. Proof of the execution of any such request or other instrument, or of a writing appointing any such agent and of the holding by any person of coupon bonds transferable by delivery, shall be sufficient for any purpose of this indenture, if made in the following manner: _____

The fact and date of the execution by any person of any such request or other instrument, or writing, may be proved by the certificate of any notary public, or other officer authorized to take acknowledgments of deeds to be recorded in New York, that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution. _____

The amount of coupon bonds transferable by delivery held by any person executing any such request or other instrument as the holder of bonds, and the amounts and issue numbers of the bonds held by such person, and the date of his holding the same may be proved by a certificate executed by any trust company, bank, banker or other depositary (wherever situated) whose certificate shall be deemed by the Trustee to be satisfactory, showing that such person had on deposit with such depositary the bonds described in such certificate at the date therein mentioned. The ownership of registered coupon bonds or of registered bonds without coupons shall be proved by the registers of such bonds as provided in Section 4 of Article Two hereof.

Such proof shall be conclusive in favor of the Trustee with regard to any action taken by it under such request or other instrument. _____

Article Six.

Upon the written request of the Railway Company, approved by resolution of its Board of Directors or Executive Committee, the Trustee, from time to time while the Railway Company is in possession of the mortgaged premises, but subject to the conditions and limitations of this Section prescribed, and not otherwise, shall release from the lien and operation of this indenture any part of the mortgaged premises (excepting the land grant now or formerly of the Northern Pacific Railroad Company) provided (1) that no part of the lines of track or of the right of way required in the operation of the mortgaged railways shall be released unless the Railway Company shall have ceased to use the same in the operation of its lines of railway and no part of such railway shall be released if thereby the continuity of the lines of railway of the Railway Company shall be broken; and (2) that no part of the mortgaged premises appurtenant or incidental to the maintenance or operation of any part of the lines of railway subject to the lien of this indenture shall be released hereunder, unless at the time of such release the same shall no longer be required for any purpose for which it shall have been required or used and shall no longer be necessary or expedient to be retained in connection with such lines of railway or in the business of the Railway Company.

No such release shall be made unless the Railway Company shall have sold, or shall have contracted to exchange for other property, or to sell, the property so to be released; and unless some other disposition thereof be required by some prior mortgage, the proceeds of any and all such sales, and all moneys received as compensation for any property subject to this indenture taken by exercise of the power of eminent domain, either shall be added to the cash fund under Section 3 of Article Eight hereof or shall be set apart and applied, with the approval of the Trustee, to the purchase of other property, real or personal, which shall be encumbered in trust by the Railway Company to the Trustee, subject to all the trusts hereby declared, or in betterments of or improvements upon any part

of the mortgaged premises. Any new property acquired by the Railway to take the place of any property released hereunder, ipso facto, shall become and be subject to the lien of this indenture, as fully as if specifically mortgaged hereby, but, if required by the Trustee, the Railway Company will convey the same to the Trustee by appropriate deeds upon the trusts and for the purposes of this indenture.

The Railway Company, from time to time, while in possession of the mortgaged premises, shall also have full power in its discretion, to dispose of any portion of the machinery, equipments and implements, at any time held or acquired for the use of any lines of railway, which may have become unfit for such use, replacing the same by new machinery, equipment or implements, which shall become subject to the operation of this indenture.

In no event shall any purchaser or purchasers of any property sold or disposed of under any provision of this Article of this indenture be required to see to the application of the purchase money.

In case the mortgaged premises shall be in the possession of a Receiver lawfully appointed, the powers in and by this section conferred upon the Railway Company may be exercised by such Receiver with the approval of the Trustee; and if the Trustee shall be in possession of the mortgaged premises under any provision of this indenture, then all the powers by this Section conferred upon the Railway Company may be exercised by the Trustee in its discretion.

A certificate signed by (1) the president, or a vice president, and (2) the chief engineer of the Railway Company may be received by the Trustee as conclusive evidence of any of the facts mentioned in this Section, and shall be full warrant to the Trustee for its action on the faith thereof; but the Trustee in its discretion may require such further and additional evidence as to it may seem reasonable.

Article Seven.

In case at any time it shall become necessary, or in the judgment of the Trustee shall be for the interest of the holders of bonds hereby secured, or for the benefit of the mortgaged property, that the Railway Company shall make changes or alterations in, or substitutions of, any leases, trackage rights or contracts by which the Railway Company shall have secured access to any point or points, the Railway Company, with the written consent of the Trustee, may make any such changes, alterations or substitutions, and may make, or cause to be made, execute and delivered, all such instruments in writing as may be proper and necessary to carry out and perfect any and all changes, alterations or substitutions authorized in this section. At the same time, provision shall be made by instruments in writing satisfactory to the Trustee, so that such modified, altered or substituted leases, contracts or trackage rights to such unit shall become bound by, and be subject to, the terms of this indenture in the same manner, as the prior leases, contracts and trackage rights.

Article Eight.

Section 1. The Railway Company, at all times, shall be at liberty to contract for the sale of any parcel or parcels of the said lands granted by Congress, as aforesaid, to the Northern Pacific Railroad Company (whether or not heretofore patented and conveyed by, or subject to the lien of, these presents, as such), and upon such terms of payment as shall not, within Twenty days after the Railway Company shall have given notice thereof in writing to the Trustee, be disapproved by the Trustee as unreasonable and improper; and such sale or sales may be for cash or on credit, or partly for cash and partly on credit; and similarly the Railway Company may make any compromises or settlements with purchasers in respect of lands now or hereafter sold. Upon the sale or sales of any of said lands, and upon receipt of the proceeds of such sale or sales, the Trustee, by deed or deeds executed by it, or its authorized attorney, shall release the lands so sold from the lien created hereby, so that the purchaser or purchasers thereof shall take and hold the same free from any encumbrance existing by reason of these presents. If any such sale or sales be made on credit, in whole or in part, there shall be made with the purchaser or purchasers a due precautionary agreement in writing for the conveyance of the lands so sold to such purchaser or purchasers, his or their heirs or assigns, when full payment therefor shall have been made, as in such agreement in writing stipulated; and the Trustee shall receive the duplicate originals of all such agreements executed on the part of the purchaser or purchasers, and by itself, or by the Land Commissioner of the Railway Company, shall hold the same. The Trustee shall receive all moneys paid upon such purchase or purchases, subject only to deductions for expenses as hereinafter provided, and shall

held all moneys so received for the purposes, and upon the trusts, herein provided, in respect to the proceeds of the sales of lands; and upon full payment of the purchase money, or upon compromise or settlement therefor as aforesaid, the Trustee, in manner aforesaid shall release the lands so sold and hand for from the liens created and existing by reason of these presents; or if, for any reason, it shall be expedient to accept from the purchaser a bond and mortgage, for the amount of the purchase money left unpaid the Trustee, in manner aforesaid, may release the lands so sold from the lien and incumbrance of these presents, upon receiving the cash portion of the purchase money, and the personal bond of the purchaser for the remainder, conditioned in double the amount of the unpaid portion of the purchase price for the payment of the same in installments or otherwise within a period not exceeding ten years from the date of such purchase with interest thereon, payable semiannually, together with a purchase money mortgage on said land, to secure the payment of such bond and with the approval of the Trustee the Railway Company may make any compromise or settlement with any obligor upon any such bond. Provided, however, that until the said two mortgages of the Northern Pacific Railroad Company - namely, the Minnesota Division mortgage, dated May 1, 1879, and the General First Mortgage, dated January 1, 1881 - shall have been fully satisfied or until the moneys required for the payment of all the bonds thereby secured, shall have been deposited for the redemption thereof by means and operation of their respective sinking funds, or otherwise, the said lands granted by Congress and hereby conveyed subject to the said mortgages respectively, may and shall be sold and disposed of, conveyed and released, and the proceeds of their sales applied according to the provisions, terms and conditions of the said mortgages and solely for the purposes therein mentioned in the same manner and with the same effect as if this indenture had never been made, and entirely and absolutely free and clear of any lien or incumbrance created hereby; and no conveyance by the Trustee or other instrument of release from this indenture shall be required for that purpose. _____

For the purpose of granting and releasing from the lien of these presents, such of said lands and premises as shall hereafter be sold in conformity with this Article, the Trustee may act, and it is hereby authorized and empowered to act by agent or attorney appointed with the approval of the Railway Company; and all instruments executed and acts done

by the agent or attorney of the Trustee, duly appointed for that purpose, in respect of the conveyance or release of lands which shall be sold in conformity with this Article, shall be as valid and effectual to all intents and purposes, if the same be within the scope of the authority of such agent or attorney, as if the same were executed by the Trustee itself; and every such appointment or power of attorney may be revoked by the Trustee at its pleasure and shall be revoked upon the written request of the Railway Company, and the Trustee may remove at pleasure any agent or attorney by it appointed, but no such revocation shall effect any act done by such agent or attorney, prior to such revocation, pursuant to the power to him granted. _____

The Trustee is, and shall be, authorized to allow reasonable compensation to any agents or attorneys appointed by it with the approval of the Railway Company as aforesaid, and to such agents clerks and assistants, as it may deem necessary to employ, and to such agents, clerks and assistants as it may be necessary or proper for the said Railway Company to employ, in regard to the management, settlement and sale of said lands and the preparation of contracts therefor, and conveyances thereof, and in such and every month the Trustee shall allow to be deducted out of the proceeds of the sales of said lands, an amount sufficient _____ to defray such expenses (together with all arrears for like expenses incurred by the Railway Company since September 1st, 1896, and not reimbursed to it), if such expenses be reasonable and proper, and in just proportion to the benefit derived by this trust from sales of the said lands. The Trustee shall not be responsible for any error of judgment in allowing any such deduction; and neither the holders of the bonds hereby secured, nor the Trustee, shall, in any manner whatever, become, or be, liable or responsible for, or in respect of, any such expenses, or any other expenses attending the execution of the trust hereby created. _____

All moneys arising from the sale of the said lands hereby conveyed, in whatsoever manner such sale shall be made, subject only to deduction for expenses, as aforesaid, shall be received by the Trustee and the surplus thereof remaining after deducting the expenses of the execution of this trust in respect thereof, and of the management, settlement and sale of said lands, and after repayment to the Railway Company of its outlays for taxes, assessments, advertising charges, betterments, and other proper expenses incurred by it in

connection with said lands hereby conveyed, or to provide the sale thereof, shall be used and applied as provided in subdivisions 2 and 3 of this Article, and are herein designated by the term "net proceeds".

No purchaser or purchasers of any property sold or disposed of under any provision of this Article be required to see to the application of the purchase money.

Sec. 2. During each calendar year, or within three months after the expiration thereof, there shall be added to the moneys received in such calendar year, under Section 1 of this Article 1) the proceeds received by the Trustee in that year, from the sale of bonds set apart and sold for that purpose, as provided in subdivision (c) of Section 3 of Article One hereof, and (2) also the surplus of moneys in such year received by the Trustee as provided in subdivision second of Section 4 of this Article upon the redemption of bonds of the Northern Pacific Railroad Company, held by the Trustee hereunder; and one half of the said combined fund received in such calendar year, amounting to but not exceeding in the aggregate $1500,000, shall be applied to the purchase of bonds hereby secured at not more than 110 per cent. of their par value, such purchase to be made without unnecessary delay, in such manner as shall be deemed best by the Railway Company and the Trustee, which immediately thereupon shall cancel all bonds so purchased; and such purchases shall be made whenever $50,000 are available therefor.

If in any calendar year, or within three months after the expiration of such year, the Trustee shall not be able upon the terms above described to purchase bonds hereby secured to an amount sufficient to exhaust the portion of such combined fund for such year applicable to such purchase (the portion so applicable not to exceed $500,000 as aforesaid) then and in every such case such unapplied balance of such portion of such combined fund shall be applied by the Trustee in such manner as the Railway Company and the Trustee may deem best, in the purchase at not over par and cancellation of General Lien Three Per Cent. Railway and Land Grant Gold Bonds which the Railway Company purposes to issue under a mortgage or deed of trust of even date herewith, but in all respects subordinate to the lien of this indenture.

The Trustee shall purchase such funds held for purchases under this section any bonds hereby secured held by the Railway Company in its Treasury, if the Railway Company shall offer to sell the same to the Trustee at as low prices as other bondholders.

To the extent that in the opinion of the Trustee neither bonds hereby secured nor such General Lien Bonds can be bought on the terms herein prescribed, such bonds hereby secured may be purchased in the discretion of the Trustee and with the approval of the Railway Company at higher prices than those above fixed, or such unexpired balance shall be invested in securities in which Savings Banks at such time shall be authorized under the laws of New York to invest their funds, such securities to be held by the Trustee as a part of the Trust estate hereunder; and the Trustee is hereby authorized from time to time in its discretion and with the consent of the Railway Company to dispose of any such securities purchased by the Trustee, and to reinvest the proceeds of such sale in similar manner, or to apply the same to the purchase and cancellation of Prior Lien Bonds or General Lien Bonds as aforesaid.

Sec. 3. On each calendar year, one half of the combined funds mentioned in Section 2 of this Article received by the Trustee in that year and such portion of the other one half as may be in excess of $500,000, and also, in the cases hereinafter indicated, any moneys received by the Trustee on account of any bonds pledged with the Trustee hereunder, other than bonds of the Northern Pacific Railroad Company, and any moneys received by the Trustee as the proceeds of any shares of stock or claims held by the Trustee hereunder upon the liquidation or dissolution of the company which issued such stock (but not any interest on bonds, or dividends on stocks, or principal or interest of claims or indebtedness which the Railway Company shall be entitled to receive under any provision of this indenture), and also the net proceeds of sales of bonds as provided in the last paragraph of Subdivision (b) of Section 3 of Article One hereof, and in the last sentence of the second paragraph of Subdivision (c) of Section 3 of Article One hereof, shall be set apart by the Trustee, and thereafter shall be held by the Trustee separate from all other funds under this indenture as a cash fund to be paid over to the Railway Company, from time to time, and to be used for any purposes for which Prior Lien Bonds issued under Section 4 of Article One hereof, or the proceeds of such bonds may be used, including the retirement or acquisition of liens, charges and indebtedness for which bonds hereby secured shall have been set apart as provided in Sec. 4 of Article One hereof

connection with said bonds hereby covered. or to provide the sole Thereof shall be used and applied as provided in Sections 2 and 3 of this Article, and are herein designated by the Term "net proceeds".

No purchase or purchases of any property sold or disposed of under any provision of this Article be required to go to the application of the purchase money.

Sec. 2. During each calendar year, or within three months after the expiration Thereof, there shall be added to the moneys received in such calendar year, under Section 1 of this Article 1) the proceeds received by the Trustee in that year, from the sale of bonds set apart and sold for that purpose as provided in subdivision (c) of Section 3 of Article One hereof, and (2) also the surplus of moneys in such year received by the Trustee as provided in subdivision second of Section 4 of this Article upon the redemption of bonds of the Northern Pacific Railroad Company, held by the Trustee hereunder; and one half of such combined fund received in such calendar year, amounting to, but not exceeding, in the aggregate $1500,000, shall be applied to the purchase of bonds hereby secured at not over 110 per cent. of their par value, such purchase to be made without unnecessary delay, in such manner as shall be deemed best by the Railway Company and the Trustee, which immediately thereupon shall cancel all bonds so purchased; and such purchases shall be made whenever $50.000 are available therefor.

If in any calendar year, or within three months after the expiration of such year, the Trustee shall not be able upon the terms above described to purchase bonds hereby secured to an amount sufficient to exhaust the portion of such combined fund for such year applicable to such purchase (the portion as applicable not to exceed $500,000 as aforesaid), then and in every such case, such unapplied balance of such portion of such combined fund shall be applied by the Trustee in such manner, as the Railway Company and the Trustee may deem best, in the purchase at not over par and cancellation of General Lien Three Per Cent. Railway and Land Grant Gold Bonds which the Railway Company purposes to issue under a mortgage or deed of trust, of even date herewith, but in all respects subordinate to the lien of this indenture.

The Trustee shall purchase with funds held for purchases under this section any bonds hereby secured held by the Railway Company in its Treasury, if the Railway Company shall offer

to sell the same to the Trustee at as low prices as other bondholders.

To the extent that in the opinion of the Trustee neither bonds hereby secured nor such General Lien Bonds can be bought on the terms herein prescribed, such bonds hereby secured may be purchased in the discretion of the Trustee and with the approval of the Railway Company at higher prices than those above fixed, or such unapplied balance shall be invested in securities in which Savings Banks at such time shall be authorized under the laws of New York to invest their funds, such securities to be held by the Trustee as a part of the trust estate hereunder; and the Trustee is hereby authorized from time to time in its discretion and with the consent of the Railway Company to dispose of any such securities purchased by the Trustee, and to reinvest the proceeds of such sale in similar manner, or to apply the same to the purchase and cancellation of Prior Lien Bonds or General Lien Bonds as aforesaid.

Sec. 3. In each calendar year, one half of the combined fund mentioned in Section 2 of this Article received by the Trustee in that year and such portion of the other one half as may be in excess of $500,000, and also, in the cases hereinafter indicated, any moneys received by the Trustee on account of any bonds pledged with the Trustee hereunder, other than bonds of the Northern Pacific Railroad Company, and any moneys received by the Trustee as the proceeds of any shares of stock or claims held by the Trustee hereunder upon the liquidation or dissolution of the company which issued such stock (but not any interest on bonds, or dividends on stocks, or principal or interest of claims or indebtedness which the Railway Company shall be entitled to receive under any provision of this indenture), and also the net proceeds of sales of bonds as provided in the last paragraph of subdivision (b) of Section 3 of Article One hereof and in the last sentence of the second paragraph of subdivision (c) of Section 3 of Article One hereof, shall be set apart by the Trustee, and thereafter shall be held by the Trustee separate from all other funds under this indenture as a cash fund to be paid over to the Railway Company, from time to time, and to be used for any purposes for which Prior Lien bonds issued under Section 4 of Article One hereof, or the proceeds of such bonds may be used, including the retirement or acquisition of liens, charges and indebtedness for which bonds hereby secured shall have been set apart as provided in Sec. 4 of Article One hereof

or to reimburse the Railway Company for expenditures made for any of the said purposes, but only subject to the following limitations and conditions: _____

The cash so to be applied under this section shall by the Trustee be paid to the Railway Company, or upon its order, as follows, viz: (a) Upon January 1, 1896, or upon any day thereafter, upon resolutions or resolutions of the Board of Directors of the Railway Company such sum as shall be called for by such resolutions, but not exceeding $300,000. Should the so paid over out of any such cash fund at the Time of such call in the possession of the Trustee (2). After such first repayment there shall be paid over to the Railway Company out of such cash fund from time to time and as often, not exceeding $300,000 in any one payment, as from time to time shall be or become due and shall be specified in similar resolutions; but in every instance, before paying over any sum under this section (except the first payment hereunder), the Trustee shall require the Railway Company to furnish, in addition to such resolution of the Board, the verified certificate or certificates of some person or persons stating to of his or their own knowledge: _____

(a) That all such cash paid over under this Section since the last previous verified certificate has been used for the purposes hereinbefore authorized in this Section, or for some one or more of them, or to reimburse the Railway Company as above, providing and briefly indicating every such acquisition or construction of any railroad, lands, structure, betterment, rolling stock or other property, and every such acquisition of the bonds or stocks of any company owning any railroad or other property (which bonds or stock shall be acquired only when a majority of the total capital stock of such company shall be thereby obtained unless previously thereto such majority shall have been acquired and pledged hereunder) and also stating in detail the amount of cash expended for each and every such purpose, and whether such acquisition was by or in the name of the Railway Company, or by or for account of any other company as herein authorized; and also that no acquisition, construction or expenditure stated in such certificate was stated in any previous certificate: _____

(b) That the price paid in cash for such construction or acquisition was not in excess of the fair value of the work done or property acquired: _____

(c) That no bonds have been certified and delivered by the

Trustee under Section 4 of Article One hereof, or from any other sum under this indenture on account of, or to reimburse the Railway Company for any expenditure in such certificate mentioned as having been made out of the cash fund reserved under this Section or for which reimbursement is claimed out of such cash fund. _____

(d) In case of the acquisition or construction of any new property such certificate shall also state whether the property acquired is subject to any mortgage, debt or lien or charge other than (1) any of the prior mortgages hereinbefore mentioned subject to which this indenture is made; (2) mortgage bonds, or other liens or charges held by the Trustee hereunder, or in respect of which bonds shall have been reserved under Section 4 of Article One hereof; and (3) any undetermined liens or charges incidental to construction; and in case of the acquisition of any shares of the capital stock, bonds or other indebtedness of any other company, such verified certificate shall state whether the property of such company so known or believed to be subject to any lien or charge or whether such company is known or believed to have any indebtedness, except ordinary operating accounts and except indebtedness to the Railway Company and liens, charges and indebtedness held by the Trustee hereunder or in respect of which bonds shall have been reserved under Section 4 of Article One hereof, such verified certificate in each instance specifying the amount of any such lien, charge or indebtedness. Any such verified certificate under this Section may state any other facts pertaining to the right to pay over cash under this Section.

5. The Railway Company shall not by use of the cash fund under this Section in any one calendar year acquire or construct any property, or acquire shares in any other company, if the amount of the mortgage or other liens and charges, prior to this indenture upon such new property acquired or constructed in that year, and any and all indebtedness of such other company or companies whose stock shall be acquired in such year shall, in the aggregate, exceed $5,000,000 - except, however, said prior mortgages subject to which this indenture is made, and any mortgage bonds or other liens, charges or indebtedness, held by the Trustee hereunder, or in respect of which bonds shall have been reserved under Section 4 of Article One hereof, and except also undetermined liens or charges incidental to construction and ordinary operating accounts, and indebtedness of any such other company to the Railway Company. _____

In case by use of such cash fund there shall be acquired or constructed any property subject to any such certified

him, charge or indebtedness, or in case by law or else there shall be purchased any shares in a company entitled to be indebted as aforesaid (such indebtedness, liens, charges and indebtedness of the Railway Company above recited) then and thereafter all moneys in the cash fund, from time to time, up to the par amount of such certified liens, charges and indebtedness, shall be applied only to the retirement or acquisition of such certified liens, charges and indebtedness, at not above the par amount thereof or to creating a suitable reserve in money therefor, until the whole amount of such certified liens, charges and indebtedness so certified to the Trustee, shall have been retired or acquired, or as provided for, out of such cash fund or out of bonds, or the proceeds of bonds certified and delivered as authorized by Section 4 of Article One hereof or until the Railway Company shall have deposited with the Trustee, equal amounts of bonds hereby secured, other than bonds held by the Railway Company for the purposes designated in Section 4 of Article One hereof or as agent for some other person, and the bonds so deposited with the Trustee, thereafter from time to time, shall be returned by the Trustee to the Railway Company in amounts equal at par to the amounts of such certified liens, charges or indebtedness retired or acquired. _____

Every such certificate, unless signed by (1) the President or one of the Vice-Presidents and (2) by the Comptroller or Auditor or Treasurer of the Railway Company, shall be countersigned by the written statement of one of the officers first above designated and one of the officers secondly above designated that they believe such certificate to be true, and that the cash received from the cash fund, therein recounted for, have been used and the expenditures therein certified have been made only for purposes properly chargable to capital account of the Railway Company, and that no bonds thereof have been used for ordinary maintenance of the lines of railway or of other property owned or in any way controlled by the Railway Company or for replacements or other purposes ordinarily treated by railroad companies as a part of their operating expenses. Together with such statements and certificates, there shall be delivered to the Trustee all bonds and the certificates for all shares of stock, so acquired, and such further instruments and conveyances as may be necessary to vest in the Trustee all new property so acquired and, so far as may be, any and all other liens, charges or

indebtedness acquired under provisions of this Section; and also the written opinion of counsel for the Railway Company to the effect that such instruments and conveyances are sufficient for that purpose or that no additional instrument or conveyance is necessary. The certificates for all shares of stock so acquired, except such number of shares as may be required to qualify directors, shall be duly transferred into the name of the Trustee; and, if practicable any bonds so acquired shall be transferred in like manner, or, if not susceptible of such transfer, shall be plainly endorsed as the property of the Trustee hereunder. Such resolutions, statements, certificates and opinion shall be deemed and are hereby given authority to the said Trustee for its payment of such cash. _____

Issue H. Whenever any of the General First Mortgage bonds of the Northern Pacific Railroad Company and hereafter held by the Trustee hereunder shall be called for redemption and become payable out of the sinking fund provided in the mortgage securing such bonds, the Trustee shall collect such of said bonds as shall be held by it, and shall apply the same as collected as follows:

First. The Trustee shall forthwith return to the Railway Company such portion of the same so collected as shall have been paid out of moneys in the said sinking fund, and derived from the sale of lands covered thereby. _____

Second. Any surplus remaining after reimbursing the Railway Company as aforesaid, shall be regarded as surplus moneys arising from the sale of lands covered by this indenture, and shall be added to and treated as part of the net moneys mentioned in this Article. _____

The Railway Company from time to time shall furnish to the Trustee certificates signed by the President or a Vice-President and by the Comptroller or the Auditor of the Railway Company, specifying (a) the amounts of money applied after the date of this indenture to the redemption and payment of any of said bonds of the Northern Pacific Railroad Company whether held by the public or by the Trustee; (b) the portion of the moneys so applied which shall have been derived from the sale of lands covered by said mortgage securing such bonds, and paid into the sinking fund under said mortgage and applied to the redemption of such bonds; (c) the portion of the moneys so applied which shall have been furnished by the Railway Company from funds other than those accruing from sale of lands; and (d) any other facts which the Trustee may require for the purpose of carrying

out the provisions of this section. Such certificates may be received by the Trustee as conclusive evidence of any of such facts therein set forth, but the Trustee in its discretion may make such further inquiries and require such further evidence as it may deem reasonable; and for the purposes of this section moneys derived from land sales and received by the Trustee under said General First Mortgage and also all other moneys received by said Trustee shall respectively be deemed applicable ratably to the redemption of all bonds called for redemption out of such moneys, whether such called bonds be held by the Trustee or not. _____

Article Nine.

Sec. 1. The Trustee shall not be answerable for the default or misconduct of any agent or attorney appointed by it in pursuance hereof, if such agent or attorney shall have been selected with reasonable care; or for anything whatever, in connection with this Trust, except wilful misconduct or gross negligence. The Trustee shall not be personally liable for any debts contracted by it or for damages to persons or property caused or injured, or for salaries or non-fulfillment of contracts, during any period wherein the Trustee shall manage the trust property or premises upon entry or voluntary surrender as aforesaid. The Trustee shall not be under any obligation to take any action toward the execution or enforcement of the trust hereby created, which, in its opinion, shall be likely to involve it in expense or liability, unless one or more of the holders of the bonds hereby secured shall, as often as required by the Trustee, furnish it reasonable indemnity against such expense or liability; nor shall the Trustee be required to take notice of any default hereunder unless notified in writing of such default by the holders of at least five per cent. of the bonds hereby secured then outstanding or to take any action in respect of any default unless requested in writing to take action in respect thereof by the holders of not less than twenty-five per cent. of the bonds hereby secured then outstanding, and tendered reasonable indemnity as aforesaid, anything herein contained to the contrary notwithstanding; but neither any such notice or request, nor this provision therefor, shall affect any discretion herein given to the Trustee to determine whether or not it shall take action in respect of such default, or to take action without such request. The Trustee shall not be responsible for the mortgage recording of this indenture or for the filing of the same as a chattel

The Trustee shall be entitled to reasonable compensation for all services rendered by it in the execution of the trusts hereby created.

Sec. 2. The Trustee, or any Trustee hereafter appointed, may resign and be discharged of the trusts created by this indenture by giving notice thereof to the Railway Company and to the bondholders, by publication, at least twice a week, for four successive weeks, in one newspaper at that time published in New York, N. Y.; one newspaper published in London, England, and one newspaper published in Berlin, Germany, and by due execution of the conveyances herein required. _____

The Trustee may be removed at any time by an instrument in writing under the hands of three-quarters in amount of the holders of the bonds secured hereby and then outstanding. _____

Sec. 3. In case at any time the said Trustee, or any Trustee hereafter appointed, shall resign or be removed or otherwise become incapable of acting, a successor, or successors, may be appointed by the holders of a majority in amount of the bonds hereby secured and then outstanding, by an instrument or concurrent instruments signed by such bondholders or their attorneys in fact duly authorized; provided, nevertheless, and it is hereby agreed and declared that, in case at any time there shall be a vacancy in the office of Trustee hereunder, the Railway Company, by an instrument executed by order of its Board of Directors, may appoint a Trustee to fill such vacancy until a new Trustee shall be appointed by the bondholders or as hereinafter authorized. The Railway Company shall thereupon publish notice of such appointment once a week for six successive weeks in a newspaper published in New York, N. Y.; a newspaper published in London, England; and a newspaper published in Berlin, Germany; and any new Trustee so appointed by the Railway Company shall immediately and without further act be superseded by a Trustee appointed in the manner above provided by the bondholders prior to the expiration of ninety days after such publication of notice. In case any such appointment shall be made by the bondholders prior to the expiration of such ninety days a new Trustee to supersede the Trustee appointed by the Railway Company, may nevertheless be appointed by any judge of the United States Circuit Court for the Eighth Circuit or by any court of competent jurisdiction in the premises upon the application of a co-grantee in amount of the bondholders. Every such Trustee appointed in place of the Mer-

cantile Trust Company, or its successor in the Trust, shall always be a trust company in good standing, doing business in the city of New York and having a capital and surplus aggregating at least $2,000,000, if there be such a trust company willing and able to accept the Trust upon reasonable or customary terms. ——

Any new Trustee appointed hereunder shall execute, acknowledge and deliver to the Trustee last in office and also to the Railway Company an instrument accepting such appointment hereunder, and thereupon such new Trustee shall become vested with all the estates, properties, rights, powers and trusts of its or his predecessor in the Trust hereunder with like effect as if originally named as Trustee herein without any further act, deed or conveyance; but the Trustee ceasing to act shall, nevertheless, on the written request of the new Trustee, execute and deliver an instrument transferring to such new Trustee, upon the trusts herein expressed, all the estates, properties, rights, powers and trusts of the Trustee so resigning or removed, and shall duly assign, transfer and deliver any stocks, bonds or other property and moneys held by such Trustee to the new Trustee so appointed in its or his place.

Should any deed, conveyance or instrument in writing from the Railway Company be required by any new Trustee, from time to time, more fully and certainly vesting in and confirming to such new Trustee such estates, rights, powers and trusts, any and all such deeds, conveyances and instruments in writing shall, on request, be made, executed, acknowledged and delivered by the Railway Company. ——

Sec. 4. If at any time or times, in order to conform to any law of any State in which the Railway Company now holds or at any time hereafter shall hold any property, the Railway Company shall so request, the Trustee shall unite with the Railway Company in the execution, delivery and performance of all instruments and agreements necessary or proper to appoint an additional Trustee or Trustees, to be vested jointly with the Trustee originally named herein or its successor, with any and all estates, rights, powers and duties originally vested in the Trustee hereunder; provided, however, (1) that the bonds issued hereby shall be certified and delivered, and all powers conferred upon the Trustee under Article 1. hereof shall be exercised, only by the Mercantile Trust Company, party of the first part, or a trust company appointed and acting as its successor in the Trust hereunder; (2) that the entirety of all the estates, bonds and other property and cash held by the Trustee under this indenture, and all rights, powers and duties with respect to the administration, management and disposition thereof, including the rights, powers and duties vested in the Trustee under Articles Three and Eight of this indenture, shall not vest in any such additional Trustee, but shall remain vested solely in the Mercantile Trust Company or any trust company which may have been appointed and be acting as its successor in the Trust hereunder, and (3) that no powers shall be exercised hereunder by such additional Trustee except jointly with, or with the consent of, the Mercantile Trust Company or any trust company which may have been appointed and be acting as its successor in the Trust. ——

It is further understood and agreed that, notwithstanding the appointment of such additional Trustee, so far as the same legally can be done, each and every power vested in the Trustee shall be vested in and exercised by the Mercantile Trust Company and any trust company which may have been appointed and be acting as its successor in the trust hereby created, without the joint action of such additional Trustee, and that no notice, request or other writing by or in behalf of the bondholders delivered solely to the said Trust Company, or its successor in the trust, shall be deemed delivered to any and all the Trustees hereunder, as effectually as if delivered to each of them, and that any additional Trustee hereunder, by accepting the trust shall, so far as may be delegate to the Mercantile Trust Company and its successor in the trust full authority and power to do in the joint names of the Trustees all acts and instruments required to be done or executed by the Trustees jointly. ——

Article Ten

No recourse under any obligation, covenant or agreement of this indenture, or of any bond or coupon hereby secured, shall be had against any incorporator, stockholder, officer or director of the Railway Company, or of any successor corporation, either directly or through the Railway Company, by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise; it being expressly agreed and understood that this covenant and the obligations hereby secured are solely corporate obligations and that no personal liability whatever shall attach to, or be incurred by the incorporators, stockholders, officers or directors of the Railway Company, or of any successor corporation or any or either of them under or by reason of any or either of the obligations, covenants or agree-

ments in this indenture, or in any of the bonds or coupons hereby secured, expressed and contained or implied thereupon, and that any and all personal liability of every name and nature, either at common law or in equity or by Statute, of every such incorporator, stockholder, officer or director, is hereby expressly waived as a condition of, and consideration for, the execution and issue of this mortgage and such bonds and coupons. _____

Article Eleven

Section 1. Until some default shall have been made in the due and punctual payment of the interest, or of the principal of the bonds hereby secured, or of some part of such interest or principal, or in the due and punctual performance and observance of some covenant or condition hereof obligatory upon the Railway Company, and until such default shall have continued beyond the period of grace, if any, herein provided in respect thereof, or until the Railway Company voluntarily shall have surrendered possession to the Trustee as herein permitted, the Railway Company, its successors and assigns, shall be suffered and permitted to retain actual possession of all the premises hereby mortgaged (other than bonds, certificates of stock, cash and other property pledged or to be pledged hereunder with the Trustee) and the same and every part thereof, with the rights and franchises appertaining thereto, and the tolls, income, rents, issues and profits thereof to manage, operate, collect, receive, use and enjoy in any manner not inconsistent with the provisions hereof. _____

Sec. 2. When the bonds hereby secured shall have become due and payable, the Railway Company shall well and truly pay, or cause to be paid, the whole amount of the principal moneys and interest due upon all of the bonds and coupons for interest thereon hereby secured, then outstanding, or shall provide for such payment by depositing with the Trustee hereunder for the payment of such bonds and coupons the entire amount due thereon for principal and interest, and shall also pay, or cause to be paid, all other sums payable hereunder by the Railway Company, and shall well and truly perform all the things herein required to be performed by it, according to the true intent and meaning of this indenture, then and in that case all property, rights and interest hereby granted or pledged shall revert to the Railway Company, and the estate, right, title and interest of the Trustee shall thereupon cease, determine and become void, and the Trustee in such case on demand of the Railway Company, and at its cost and expense, shall enter satisfaction of this indenture upon the records; otherwise the same shall be, continue and remain in full force and virtue. _____

Article Twelve.

Sec. 1. All the covenants, stipulations, promises and agreements in this indenture contained, by or in behalf of the Railway Company shall bind its successors and assigns, whether so expressed or not.

Sec. 2. Nothing contained in this indenture, or in any bond hereby secured, shall prevent any lawful consolidation or merger of the Railway Company with any other corporation, or any conveyance and transfer subject to the continuing lien of this indenture and to all the provisions hereof, of all the mortgaged and pledged premises as an entirety to a railroad corporation at that time existing under and by virtue of the laws of the United States or of any State thereof, and lawfully entitled to acquire the same; provided, however, that such consolidation, merger or sale shall not impair the lien and security of this indenture, or any of the rights or powers of the Trustee, or of the bondholders hereunder, and that, upon any such consolidation, merger or sale, the due and punctual payment of the principal and interest of all said bonds according to their tenor, and the due and punctual performance and observance of all the covenants and conditions of this indenture, shall be assumed by the corporation formed by such consolidation or merger or purchasing as aforesaid. _____

Sec. 3. In case the Railway Company, pursuant to Section 2 of this Article, shall be consolidated or merged with any other corporation, or shall sell, convey and transfer, subject to this indenture, all the mortgaged and pledged premises as an entirety as aforesaid, the successor corporation formed by such consolidation or into which the Railway Company shall have been merged, or which shall have purchased and received a conveyance and transfer as aforesaid, upon executing and causing to be recorded an indenture with the Trustee, satisfactory to the Trustee, whereby such successor corporation shall assume the due and punctual payment of the principal and interest of said bonds and the performance of all the covenants and conditions of this indenture, shall succeed to, and be substituted for, the Railway Company, party of the first part hereto, with the same effect as if it had been named herein as such party of the first part, and such successor corporation thereupon may cause to be signed and may issue, either in its own name or in the name of the Northern Pacific Railway Company, any or all of such bonds which shall

and Therefore have been signed by the Northern Pacific Railway Company and delivered to the Trustee, and, upon the order of said successor corporation and subject to all the terms, conditions and restrictions herein prescribed, the Trustee shall certify and deliver any of such bonds which shall have been previously signed and delivered by the officers of the Railway Company to the Trustee for certification, and any of such bonds which such successor corporation shall Thereafter cause to be signed and delivered to the Trustee for that purpose. All the bonds so issued shall in all respects have the same legal rank and security as the bonds Theretofore or Thereafter issued in accordance with the Terms of this indenture as though all of said bonds had been issued at the date of the execution hereof.

Sec. 4. For every purpose of this indenture, including the execution and use of any and all bonds hereby secured, the terms "Railway Company" and "Northern Pacific Railway Company" include and mean not only the party of the first part hereto, but also any such successor corporation, formed under the laws of the United States or of any State or States thereof. Every such successor railroad corporation shall possess and from time to time may exercise each and every right and power hereunder of the Northern Pacific Railway Company, in its name or otherwise.

Sec. 5. Any act or proceeding by any term of this indenture or of any bond or resolution herein recited, required or provided to be done or performed by any board or officer of the Railway Company, shall and may, in case of any change in its existence, be done and performed with like free and effect by the like board or officer of any railroad corporation that shall at the time be lawful successor of the Railway Company.

Sec. 6. Nevertheless, before the exercise of the powers conferred by this article, the Railway Company, by instrument in writing executed by authority of two-thirds of its board of directors and delivered to the Trustee, may surrender any of the powers reserved to the Railway Company or to such successor corporation under this Article and thereupon such power so surrendered shall terminate.

Article Thirteen

The Railway Company may deem and treat the bearer of any coupon bond hereby secured, which shall not at the time be registered as hereinbefore authorized, and the bearer of any coupon for interest on any such bond, whether such bond shall

be registered or not, as the absolute owner of such bond or coupon, as the case may be, for the purpose of receiving payment thereof and for all other purposes, and the Railway Company shall not be affected by any notice to the contrary.

Article Fourteen.

The Mercantile Trust Company, Trustee, party hereto of the second part, hereby accepts the trusts in this indenture declared and provided, and agrees to perform the same upon the terms and conditions herein before set forth.

The words "the Trustee", or "said Trustee", or any other equivalent term, as used in this indenture (except when otherwise clearly intended), shall be held and construed to mean the Trustee, or Trustees, for the time being, whether original or successor; and the words "Trustee", "bond", "bondholder" and "holder" shall include the plural as well as the singular number, and the term "majority" shall signify "majority in amount", whether or not so expressed.

In order to facilitate the record of this indenture, the same may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original; and such counterparts shall together constitute but one and the same instrument.

In Witness Whereof, the Northern Pacific Railway Company, the party hereto of the first part, has caused this indenture to be signed and acknowledged or proved by its President, and its corporate seal to be hereunto affixed, and the same to be attested by the signature of its Secretary; and The Mercantile Trust Company, the party of the second part has caused its corporate seal to be hereto affixed and attested by its Secretary, and these presents to be signed and acknowledged or proved by its President the day and year first above written.

Corporate Seal

Northern Pacific Railway Company.
By Edwin W. Winter.
President.

Attest:
Geo. H. Earl
Assistant Secretary.

Corporate Seal

The Mercantile Trust Company
By Louis Fitzgerald
President.

Attest:

E. R. Olin - Secretary

Signed, sealed and delivered on behalf of The Northern Pacific Railway Company in presence of

P. A. Nolan.
William H. Clarkson.

Signed, sealed and delivered on behalf of The Mercantile Trust Company in the presence of

P. A. Nolan.
William H. Clarkson.

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

I, William H. Clarkson, a Commissioner of Deeds in the State of New York, duly appointed by the Governor of each of the following States - to wit, the States of Wisconsin, Minnesota, North Dakota, Montana, Idaho, Washington and Oregon, for said States respectively, and a Notary Public for the city and county of New York duly appointed by the Governor of the State of New York, do hereby certify that Edwin W. Winter and George H. Earle, whose names are signed to the foregoing mortgage and thereto attached, bearing date on the 10th day of November, 1896, as President and Assistant Secretary, respectively, of Northern Pacific Railway Company, the corporation described in and which executed the above instrument as mortgagor, with whom I am personally acquainted, and who are to me personally known, and known to me to be the President and Assistant Secretary, respectively, of Northern Pacific Railway Company, the mortgagor therein named, and to be the individuals and identical persons of that name described in and who executed, and whose names are subscribed to the within and foregoing instrument as President and Assistant Secretary, respectively, of Northern Pacific Railway Company, personally appeared before me, at my office in said County and Corporation aforesaid, and then and there, being informed of the contents of the said instrument, they did on the 10th day of November, 1896, acknowledge the due execution of the within and foregoing mortgage deed on the day the same bears date, and, further, did acknowledge said instrument to be the free act and deed of said corporation, and that they had fully and authorily executed, signed, sealed and delivered the said instrument

as the free and voluntary act and deed of the Northern Pacific Railway Company aforesaid, for the uses and purposes therein mentioned and contained; and the said Edwin W. Winter and George H. Earle being by me duly sworn, did depose and say that they resided, the said Edwin W. Winter in the city of St. Paul, Minn., and the said George H. Earle in the city of Jersey City, N. J.; that they are respectively the President and Assistant Secretary of the Northern Pacific Railway Company, the corporation described in and which executed the above instrument; that they know the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order. ---

In Witness Whereof, I have hereunto set my hand and seals of office as Commissioner of Deeds in and for the several States of Wisconsin, Minnesota, North Dakota, Montana, Idaho, Washington and Oregon, and also as Notary Public in and for the city and county of New York, in the State of New York, at my office in said city of New York, this 10th day of November, 1896.

William H. Clarkson

Seal — Commissioner for the State of Wisconsin in New York.
William H. Clarkson

Seal — Commissioner for the State of Minnesota in New York.
William H. Clarkson.

Seal — Commissioner for the State of North Dakota in New York.
William H. Clarkson

Seal — Commissioner for the State of Montana in New York.
William H. Clarkson

Seal — Commissioner for the State of Idaho in New York
William H. Clarkson

Seal — Commissioner for the State of Washington in New York, residing in New York City.
William H. Clarkson

Seal — Commissioner for the State of Oregon in New York.
William H. Clarkson

Seal — Notary Public for the City and County of New York in the State of New York.

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

I, Henry D. Purroy, Clerk of the City and County of New York and also Clerk of the Supreme Court for the said City and County, the same being a court of record, do hereby certify, That William H. Clarkson, whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the City and County of New York, dwelling in the said city, commissioned and sworn, and duly authorized to take the same. And, further, That I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said court and county the 10th day of Nov., 1896.

Henry D. Purroy
Clerk.

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

I, William H. Clarkson a Commissioner of Deeds in the State of New York, thereto appointed by the Governor of each of the following States-to-wit, the States of Wisconsin, Minnesota, North Dakota, Montana, Idaho, Washington and Oregon for said States respectively and a Notary Public for the city and county of New York, thereto duly appointed by the Governor of the State of New York, do hereby certify that Louis Fitzgerald and Ernest R. Adee, whose names are signed to the foregoing mortgage or deed of Trust hereto attached, bearing date on the 10th day of November, 1896, as President and Secretary, respectively, of The Mercantile Trust Company, the corporation described in and which executed the above instrument as mortgagee, with whom I am personally acquainted and who are to me personally known, and known to me to be the President and Secretary, respectively, of the Mercantile Trust Company, the mortgagee therein named, and to be the individuals and identical persons of that name described in and who executed and whose names are subscribed to the annexed and foregoing instrument as President and Secretary, respectively, of the Mercantile Trust Company, personally appeared before me at my office in said county and corporation aforesaid, and

then and there, being informed of the contents of the said instrument they did, on this 10th day of November, 1896, acknowledge the due execution of the within and foregoing mortgage or deed of trust on the day the same bears date; and, further, did acknowledge said instrument to be the free act and deed of said corporation and that they had fully and voluntarily executed, signed, sealed and delivered the said instrument as the free and voluntary act and deed of The Mercantile Trust Company, as aforesaid, for the uses and purposes therein mentioned and contained; and the said Louis Fitzgerald and Ernest R. Adee, being by me duly sworn, did depose and say that they resided, the said Louis Fitzgerald, in the City of New York, N. Y., and the said Ernest R. Adee, in the City of New York, N. Y.; that they are respectively the President and Secretary of The Mercantile Trust Company, the corporation described in and which executed the above instrument; that they knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order.

In Witness Whereof, I have hereunto set my hand and seals of office as Commissioner of Deeds in and for the several States of Wisconsin, Minnesota, North Dakota, Montana, Idaho, Washington and Oregon, and also as Notary Public in and for the city and county of New York, in the State of New York, at my office in said city of New York, this 10th day of November, 1896.

William H. Clarkson

(Seal) Commissioner for the State of Wisconsin in New York.
William H. Clarkson

(Seal) Commissioner for the State of Minnesota in New York.
William H. Clarkson

(Seal) Commissioner for the State of North Dakota in New York.
William H. Clarkson

(Seal) Commissioner for the State of Montana in New York.
William H. Clarkson

(Seal) Commissioner for the State of Idaho in New York.
William H. Clarkson

(Seal) Commissioner for the State of Washington in New York residing in New York City.
William H. Clarkson

(Seal) Commissioner for the State of Oregon in New York.
William H. Clarkson

(Seal) Notary Public for the city and county of New York in the State of New York.

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

I, Henry D. Parroy, Clerk of the City and County of New York, and also Clerk of the Supreme Court for the said City and County, the same being a Court of Record, do hereby certify, That William H. Clarkson, 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 acknowledgment, a Notary Public in and for the City and County of New York, dwelling in the said City, commissioned and sworn, and duly authorized to take the same. And, further, That I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 10th day of Nov., 1896.

Seal

Henry D. Parroy
Clerk.

State of Wisconsin } ss.
Department of State }

Received this 14th day of December A. D. 1896 at 9 o'clock A. M. and recorded in Vol. Seven of Railroad Mortgages and Trust Deeds on pages 87-166 inc.

H. E. Vanderook
Assistant Secretary of State.

Vol. 76 Railroad Mortgages & Trust Deeds. Pages 87-166

General Lien Mortgage.

Northern Pacific Railway Company

to

The Farmers Loan and Trust Company, Trustee.

Dated November 10, 1896.

This Indenture, made this tenth day of November, in the year one thousand eight hundred and ninety six, between _____ Northern Pacific Railway Company, a corporation created by and existing under the laws of _____, the State of Wisconsin, hereinafter called the Railway Company, party of the first part, and _____ The Farmers Loan and Trust Company, a corporation created by and existing under the laws of the State of New York, hereinafter called the "Trustee", party of the second part. _____

Whereas, pursuant to certain decrees made and entered by the United States Circuit Court for the Eastern District of Wisconsin in a certain cause therein pending, wherein The Farmers Loan and Trust Company and others were complainants and the Northern Pacific Railroad Company and others were defendants, and to certain other decrees made and entered by the United States Circuit Courts for various other Districts in certain ancillary causes therein pending between the above-named parties, the railroad and telegraph lines, property and franchises of the Northern Pacific Railroad Company, a corporation organized under an Act of Congress of the United States, to construct a Railroad and Telegraph Line from a point on Lake Superior in the State of Wisconsin, or the State of Minnesota, to Puget's Sound on the Pacific Coast by the Northern route, including the branch from a point on said lines across the Cascade Mountains to Puget's Sound, and also certain lands granted by the Congress of the United States to aid in the construction and equipment of the main line and branch of said Company, and, also, the rights of said company under such grants made by Congress, and also certain shares of stock and bonds of other companies, and certain other properties were sold to the Railway Company, party of the first part hereto, by Alfred L. Barg the Special Master appointed by said Courts to make such sale. _____

And Whereas, in said causes pending in said several courts such further proceedings were had that the sales of said properties were duly confirmed and said railroad and telegraph lines, franchises, lands and rights to lands, stocks, bonds and other properties were conveyed and assigned to the Railway Company, party of the first part hereto, in pursuance of the said decrees and of the orders of said courts made thereon; _____

And Whereas, prior to such sales and conveyances, and for the purpose of enabling the Railway Company, party of the first part hereto

to make payment for said railroad and Telegraph lines, franchises, lands, land-grants, rights to land, stocks, bonds and other properties, and of providing the execution and delivery of the bonds hereby secured, as hereinafter provided, and for other purposes. The firm of J. P. Morgan and Co., of the City of New York, acting as Reorganization Managers under a certain Plan and Agreement dated March 16, 1896, for the Reorganization of the Northern Pacific Railroad Company, sold, transferred and delivered to the Railway Company, party of the first part hereto, General First Mortgage Bonds, General Second Mortgage Bonds General Third Mortgage Bonds and Consolidated Mortgage Bonds, of said Northern Pacific Railroad Company, together with certain other securities and property, upon the express promise and agreement of the Railway Company, among other things, to execute and deliver this mortgage or deed of trust covering, as hereinafter set forth, the railroad and Telegraph lines, property, franchises, lands, rights to lands, stocks and bonds acquired at said sales, and certain other properties now owned or hereafter to be acquired by the Railway Company, and to make, execute, deliver and use, as hereinafter provided, its bonds secured by this indenture; _____

And whereas, the railroad, rolling stock, telegraph lines, lands and land grants so acquired by the Railway Company or certain parts thereof are subject to the following prior mortgages, viz.: _____

A certain mortgage dated May 1st, 1879, executed by said Northern Pacific Railroad Company to The Farmers Loan and Trust Company as Trustee, covering the part of its main line of railroad known as its Missouri Division, extending from the west bank of the Missouri River, in the State of North Dakota, to the east bank of the Yellowstone River, in the State of Montana, and all the lands granted by Congress pertaining thereto, and certain other property, to secure an issue of $3,500,000 of its Forty-year Six Per Cent. Sinking Fund Bonds, under which mortgage bonds to the aggregate amount of $1,776,000 of principal are now outstanding, exclusive of any bonds called in for redemption for the Sinking Fund, but not actually redeemed: _____

A certain mortgage dated January 1st, 1881, executed by said Northern Pacific Railroad Company to the Central Trust Company of New York, as Trustee (hereinafter called its "General First Mortgage"), covering, as in said mortgage described, its lines of railroad and Telegraph, and certain lands granted to it by Congress and rights under such grants, and all rolling stock and other property acquired for use in connection with its said railroad, and all its franchises, made to secure an issue of its Railroad and

Land Grant General First Mortgage Sinking Fund Six Per Cent. Gold Bonds (hereinafter called "General First Mortgage Bonds") at the rate of $25,000 per mile of its main line of railroad and Cascade branch, under which mortgage bonds to the aggregate amount of $16,142,000 of principal are now outstanding (besides and in addition to (1) $24,890,000 of said bonds received by the Railway Company and by it delivered to and pledged with The Mercantile Trust Company, Trustee under the Prior Lien Mortgage hereinafter mentioned of the Railway Company, and (2) bonds now held in or called in for redemption for the Sinking Fund: _____

And Whereas, the railway and property of the St. Paul and Northern Pacific Railway Company has been conveyed or forthwith will be conveyed to the Railway Company subject (1) to a certain mortgage dated May 1st, 1877, executed by the Western Railroad Company of Minnesota to Charlemagne Tower and D. Bailey Smith, as Trustees, to secure an issue of $300,000 of its bonds, under which mortgage there are now outstanding bonds to the aggregate amount of $120,000 and (2) to a certain other mortgage dated June 1st, 1883, executed by said St. Paul and Northern Pacific Railway Company to Central Trust Company of New York, as Trustee, to secure an issue of $10,000,000 of its bonds, under which mortgage there are now outstanding bonds to the aggregate amount of $8,003,000: _____

And Whereas, the Railway Company has duly executed and delivered to The Mercantile Trust Company, as Trustee, a certain mortgage or deed of trust, bearing even date herewith (hereinafter called its "Prior Lien Mortgage"), covering all the railroads, franchises, stocks, bonds and other properties hereinafter described, to secure certain Prior Lien Railway and Land Grant Gold Bonds of the Railway Company (hereinafter called "Prior Lien Gold Bonds"), issued and to be issued to an amount not exceeding $130,000,000 in the aggregate at any one time outstanding (out of which Prior Lien bonds or reserve is made to take up, at or before their respective maturities, all the bonds secured by the four mortgages last hereinbefore recited), and said Prior Lien Mortgage is, and at all times shall be, prior and superior in lien to this indenture upon all the Railroads, franchises, stocks, bonds and other properties now, or at any time hereafter, subject hereto. _____

And Whereas, at a meeting of the Board of Directors of the Railway Company, held at its office in the City of New York on the 26th day of October, in the year eighteen hundred and ninety-six, the draft of a mortgage or deed of trust in the form of this indenture was submitted and read, and a resolution in the following words was duly and unanimously adopted viz: _____

Resolved, That the Chairman of the Board of Directors, or the President and the Secretary, or any Assistant Secretary, of the Northern Pacific Railway Company be, and they are hereby, authorized and directed when approved by the stockholders, to execute, acknowledge and deliver, in behalf of this company and under its corporate seal, to The Farmers Loan and Trust Company, a corporation of the State of New York, as Trustee, a mortgage or deed of trust, to be known as its "General Lien Mortgage" substantially in the form of the draft thereof now submitted to this Board, of the property and franchises of this corporation, but subject to a mortgage or deed of trust to be called the "Prior Lien Mortgage" of the Company, to be executed by the Company to secure an issue of its bonds to an aggregate amount not exceeding $130.000.000 at any time outstanding, and at all times to be prior and superior in lien to such General Lien Mortgage upon all the property covered thereby; which General Lien Mortgage shall secure an issue of bonds of the Railway Company to be called "General Lien Railway and Land Grant Gold Bonds", to be issued under said mortgage to an amount not exceeding $190.000.000 in the aggregate at any one time outstanding, the principal of such bonds to be payable in gold coin of the United States of America, of the present standard of weight and fineness, at the office or agency of this Company in the City of New York, on the first day of January, 2047, with interest thereon from the first day of January, 1897, at the rate of Three per cent. per annum, payable in like gold coin, quarterly, at the said office or agency on the first days of February, May, August and November in each year (the first installment of interest for four months to be payable on May 1st, 1897); both the principal and interest of said bonds to be payable without deduction for any tax or taxes imposed by the United States, or any State or Municipality thereof, which this Company may be required to pay or to retain therefrom under any present or future law; such bonds to be coupon bonds, with provisions for registration as to principal, and registered bonds without coupons, and to be issued and disposed of, on the terms and conditions, and for the purposes and in the manner set forth in said form of mortgage. _____

And Whereas, the bonds to be issued by this indenture shall be coupon bonds of the denomination of $500, numbered consecutively from D1 upwards, and of the denomination of $1,000, numbered consecutively from M1 upwards, and registered bonds of the denomination of $100 and such multiples of $100 as the Railway Company may from time to time prescribe by resolution of its Board of Directors

every such bond to bear a distinctive number or designation (and the registered bonds of $500 and $1.000 respectively to be numbered consecutively from D1 and M1 upwards, regardless of the numbering of registered bonds of other denominations), and all such bonds, from time to time, as directed by the Board of Directors of the Railway Company, shall be executed in the name and on behalf of the Railway Company and under its corporate seal by the President, or any Vice-President, and the Secretary or any Assistant Secretary, of the Railway Company and shall be substantially of the following tenor, to-wit: _____

[Form Of Coupon General Lien Railway and Land Grant Gold Bonds for $500 and $1,000.]

No. $ —

United States of America.

Northern Pacific Railway Company.

General Lien Railway and Land Grant Gold Bond.

Know All Men By These Presents, That Northern Pacific Railway Company a corporation, hereinafter called the "Railway Company", for value received promises to pay to the bearer, or, if registered, to the registered holder of this bond, —— Dollars, gold coin of the United States of America of the present standard of weight and fineness, on the first day of January, in the year 2047, at the office or agency of the Railway Company in the City of New York, N. Y., and to pay interest thereon at the rate of Three per cent. per annum from January 1, 1897, payable May 1st, 1897, and quarterly thereafter at said office or agency, in like gold coin, on the first days of February, May, August and November in each year, but only upon presentation and surrender, as they severally mature, of the coupons therefor annexed and to be annexed hereto. Upon presentation of this bond on or after January 1, 1947, and on or after January 1, 1997, respectively, the Railway Company will attach thereto sheets of coupons representing the interest installments for the period of fifty years next ensuing, proper endorsement thereof having been made on this bond. — Both the principal and interest of this bond are payable without deduction for any tax or taxes of the United States or any State or Municipality thereof which the Railway Company may be required to pay, or to retain therefrom, under any present or future law. —

— This bond is one of a series of coupon and registered bonds of the Railway Company known as "General Lien Railway and Land Grant Gold Bonds", duly authorized and approved by the Board of Directors and stockholders of the Railway Company, and issued and to be issued to an amount not exceeding in the aggregate $190.000.000 at any one time outstanding (of which $130.000.000 can be used only to retire the "Prior Lien" bonds of the Railway Company); all of which bonds are

issued under and in pursuance of, and are equally secured by, a mortgage or deed of trust dated November 10th, 1896, executed by the Railway Company to The Farmers Loan and Trust Company, a corporation of the State of New York, as Trustee, of all the property and franchises of the Railway Company mentioned in said mortgage or deed of trust, to which reference is hereby made for a description of the property and franchises mortgaged and the nature and extent of the security, and the rights of the holders of said bonds under the same, and the terms and conditions upon which said bonds are issued and secured.

This bond may be registered as to principal in the owners name on the books of the Railway Company at its office or agency in the City of New York such registry being noted on the bond by the Company's transfer agent, after which no transfer shall be valid unless made on the Company's books by the registered owner, and similarly noted on the bond; but the same, may be discharged from registry by being transferred to bearer, after which transferability by delivery shall be restored; but it may again from time to time be registered or transferred to bearer as before; such registration, however, shall not affect the negotiability of the coupons by delivery merely. This bond is also exchangable after May 1st, 1897, for registered bonds without coupons, as provided in said mortgage or deed of trust.

This bond shall not become obligatory for any purpose until it shall have been authenticated by the certificate hereon indorsed of the Trustee under said mortgage or deed of trust.

In Witness Whereof, the Northern Pacific Railway Company has caused these presents to be signed by its President or one of its Vice-Presidents, and its corporate seal to be hereunto affixed, and to be attested by its Secretary or an Assistant Secretary, and coupons for said interest maturing on the January 1st, 1947, with the engraved signature of its Treasurer, to be attached hereunto this tenth day of November, 1896.

Northern Pacific Railway Company,

by ..... President.

Attest: .....

Secretary.

[Form of Registered General Lien Railway and Land Grant Gold Bonds.]

United States of America.

Northern Pacific Railway Company.

Registered General Lien Railway and Land Grant Gold Bonds.

No. $.....

Know All Men By These Presents, That Northern Pacific Railway Company, a corporation, hereinafter called the "Railway Company" for value received, promises to pay ——— or assigns, the sum of ——— dollars, gold coin of the United States of America of the present standard of weight and fineness, on the first day of January, in the year 2047, at the office or agency of the Railway Company in the City of New York, and to pay interest thereon from the first days of February, May, August and November, as the case may be, next preceding the date hereof at the rate of Three per cent. per annum, payable quarterly, in like gold coin, at said office or agency, on the first days of February, May, August and November in each year.

Both the principal and interest of this bond are payable without deduction for any tax or taxes of the United States or any State or Municipality therefor, which the Railway Company may be required to pay, or to retain therefrom under any present or future law.

This bond is one of a series of coupon bonds and registered bonds of the Railway Company, known as "General Lien Railway and Land Grant Gold Bonds", duly authorized and approved by the Board of Directors and Stockholders of the Railway Company issued and to be issued, to an amount not exceeding in the aggregate $190,000,000 at any one time outstanding (of which $130,000,000 can be used only to retire the "Prior Lien" bonds of the Railway Company); all of which Bonds are issued under and in pursuance of, and are equally secured by, a mortgage or deed of trust, dated November 10th, 1896, executed by the Railway Company to The Farmers Loan and Trust Company, a corporation of the State of New York, as Trustee, of all the property and franchises of the Railway Company mentioned in said mortgage or deed of trust, To which reference is hereby made for a description of the property and franchises mortgaged, and the nature and extent of the security, and the rights of holders of said bonds, under the same, and the terms and conditions upon which said bonds are issued and secured.

This bond is transferable by the registered holder thereof in person or by attorney duly authorized, on the books of the Railway Company at its office or agency in the City of New York, upon surrender and cancellation of this bond, and a new registered bond will be issued to the Transferee in exchange therefor, as provided in said mortgage or deed of trust and on payment, if the Railway Company shall so require, of the charge therein provided for.

This bond shall not become obligatory for any purpose until it shall have been authenticated by the certificate, hereon endorsed, of the Trustee

under said mortgage or deed of trust. _____

In Witness Whereof, the Northern Pacific Railway Company has caused These presents to be signed by its President, or one of its Vice-Presidents, and its corporate seal to be hereunto affixed, and to be attested by its Secretary or Assistant Secretary this ---- day of ----

Northern Pacific Railway Company.

By ..... President

Attest: .....

Secretary.

And Whereas, There shall be annexed to the said coupon bonds at the time of the issue thereof, the coupons representing the four months interest which will become due on May 1st. 1897, and the quarterly interest installments which will become due thereafter to and including the first day of February, 1947, and similar coupons shall be subsequently annexed representing the quarterly interest installments of later maturity, each of which coupons shall be substantially of the following tenor: _____

[Form of Interest Coupon, of which the First 28 to be Payable May 1, 1897.]

No. $ ----

On the first day of ----, ----, Northern Pacific Railway Company will pay to bearer at its office or agency in the City of New York, N. Y., ---- dollars, gold coin, without deduction for taxes, being ---- months interest then due on its General Lien Railway and Land Grant Gold Bond No. ----

---------- Treasurer.

And Whereas, The coupons to be attached to said bonds shall be authenticated by the engraved signature of the present Treasurer or of any future Treasurer, of the Railway Company, it being understood that the Railway Company may adopt and use for that purpose the engraved signature of any person who shall have been such Treasurer, notwithstanding the fact that he may have ceased to be such Treasurer at the time when such bonds shall be actually certified and delivered, or when such coupons shall be attached to the bonds; _____

And Whereas, There shall be indorsed on each of such bonds a certificate of the Trustee that it is one of the General Lien Railway and Land Grant Gold Bonds herein described, and no bond shall be valid or obligatory for any purpose until such certificate shall have been executed by the Trustee, such certificate to be substantially of the following tenor, viz.: _____

[Form Of Trustee's Certificate.]

This bond is one of the series of General Lien Railway and Land Grant Gold Bonds described in the within-mentioned Mortgage or Deed of

Trust executed by the Northern Pacific Railway Company to the undersigned. _____

The Farmers Loan and Trust Company.

Trustee

By .....

Vice President.

And Whereas, at a meeting of the stockholders of the Railway Company, held at Madison, in the State of Wisconsin, on the seventh day of November, 1896, at which the holders of all the shares of its capital stock were present or represented by proxy, it was duly and unanimously resolved, that the execution and delivery of a mortgage or deed of trust upon the property and franchises of the Railway Company under and in accordance with the above recited resolution of the Board of directors of the Railway Company adopted on the 26th day of October, 1896, be approved and authorized, and that such mortgage or deed of trust be in the form of this indenture; _____

Now Therefore, This Indenture Witnesseth: _____

That in order to secure the payment of the principal and interest of all such bonds at any time issued and outstanding under this indenture, according to their tenor and effect, and the performance of all the covenants and conditions herein contained, and to declare the terms and conditions upon which such bonds are issued and secured, the Railway Company, party of the first part, in consideration of the premises and of the purchase and acceptance of such bonds by the holders thereof, and of the sum of one dollar to it duly paid by the Trustee at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has executed and delivered these presents, and has granted, bargained, sold, aliened, remised, released, conveyed, confirmed, assigned, transferred and set over, and by these presents does grant, bargain, sell, alien, remise, release, convey, confirm, assign, transfer and set over, unto the Trustee, party of the second part, its successors and assigns forever: _____

All and Singular the following railroads, estates, lands, properties, rights, privileges and franchises, and bonds and shares of capital stock, viz.: _____

All and Singular the line of railroad commencing at a point on the bay of Superior, in northeast quarter section 30, township 49, range 13, in the State of Wisconsin, and extending thence to a point of junction with the line of railway next hereinafter described at the boundary line between the States of Wisconsin and Minnesota

All and Singular the railroad and telegraph line or lines formerly

of The Northern Pacific Railroad Company, and now of The Railway Company, being all The line or lines beginning at or near Ashland in The State of Wisconsin, and running Thence in or Through The States of Minnesota, North Dakota, Montana, Idaho, Washington and Oregon, with Termini at Wallula and Tacoma, in the State of Washington, and Portland, in the State of Oregon.

Also All The Right, Title, Estate, Interest and Property of The Railway Company (subject to The sales Thereof and contracts of sale in respect Thereof heretofore made by The Railway Company or by The Northern Pacific Railroad Company, or by any Receiver Thereof) in and to any and all The lands granted by The Congress of The United States to aid in The construction and equipment of said railroad, being 25,600 acres of land per mile of said railroad Through Territories of The United States, and 12,800 acres per mile Through States, at The date of such grant, being The States of Wisconsin, Minnesota and Oregon, and The United States Territories (now States) of North Dakota, Montana, Idaho and Washington, with The hereditaments and appurtenances Thereto belonging or in any wise appertaining, together with the grants of said lands and all rights under such grants, and all The estate, right, title, interest, claim and demand whatsoever which The Railway Company now has or may hereafter acquire or become entitled to, of, in and to any of The lands aforesaid, and also of, in and to all The indemnity lands, wherever The same may be situated, that have been or may be acquired by said company to supply deficiencies in The quantities of said granted or mortgaged lands in pursuance of, and in accordance with The terms and provisions of said grants; _____

Also All The Right, Title, Estate, Interest and Property of the Railway Company in and to contracts of sale in respect of any lands as granted by the Congress of the United States, whether such sales have been made by the Railway Company or by the Northern Pacific Railroad Company or by any Receiver thereof _____

Also All The Estate, Right, Title, Interest and Property of the Railway Company in and to the undivided one-half of all that part of the St. Paul and Duluth Railroad which extends, or at one time extended, from its junction with the said main line of Railroad of the Railway Company near Thompson, in the County of Carlton, to Duluth, in the State of Minnesota, with the appurtenances Thereto belonging, and all the rights, privileges, easements, property and rights of property Thereto belonging or used or intended to be used in connection Therewith or for the purposes Thereof; and also all and singular the lands, premises and real estate situated and

being in the City of St. Paul and in the said City of Duluth, in the State of Minnesota. _____

Also All The Right, Title, Estate, Interest and Property of the Railway Company, whether now held or hereafter acquired, in and to the property railroad and franchises of the Washington Short Line Railroad Company, and in and to any stock or bonds of said Company. _____

Also All The Estate, Right, Title, Interest and Property of every name and nature of The Railway Company, whether now held or hereafter acquired, in and to the property, railroad and franchises now or recently of The St. Paul and Northern Pacific Railway Company, including all and singular the railroad of the said St. Paul and Northern Pacific Railway Company constructed from the Town of Brainerd, by way of Sauk Rapids, and Minneapolis to St. Paul, all in the State of Minnesota, together with a certain branch or ext. off extending from Little Falls to Staples, in said State; and also the estate, right, title and interest of said St. Paul and Northern Pacific Railway Company in and to all lands including those granted by the Congress of the United States to aid in the construction of a railroad from Watab to Brainerd as aforesaid. _____

Also All The Right, Title, Estate, Interest and Property of the Railway Company in and to any and all lines of railway, extensions and branches, including the franchises appurtenant thereto, and any and all bonds, stocks, claims and other property of every kind or description (notwithstanding that the same are not more particularly set forth in this indenture), which now are or at any time hereafter may become or be subject to the lien of said Prior Lien Mortgage of the Railway Company, bearing even date herewith; it being the intention hereof that this mortgage or deed of trust shall at all times cover all property of every kind and description which now is, or at any time hereafter may be acquired or provided for use upon such lines of railway or branches, or upon any other line or branch, or upon any operated line; and any and all leaseholds, leases, rights under lease or contracts, covenants and agreements, liens or parts of liens and any and all other property, real or personal, of every kind and description, now or hereafter acquired for use upon or in connection with, or for the purpose of, such lines of railway, branches or operated lines at any time, subject to the lien hereof; and any and all corporate or other rights, privileges and franchises which the Railway Company now has, or hereafter shall acquire, possess or exercise for, or appertaining to, the construction, maintenance, use or operation of such lines of railway or branches or operated lines, or any part thereof;

and any and all the rents, issues, profits, tolls and other income of such lines of railway, or branches or operated lines, or any part thereof, and of any and all the rights, privileges, franchises, properties, real or personal, rights and things which the Railway Company may or shall hereafter possess, or become entitled to possess, for the purpose of, or in connection with such lines of railway or any such branch or operated line. _____

Excepting all franchises, lines of railway, extensions, branches, telegraph lines, real estate, rolling stock and other railway property (but not including the bonds, stocks, choses in action, cash and other personal property, except as herein specifically mentioned) which have been conveyed or sold to the Railway Company pursuant to said deeds, or which hereafter may be sold to, or acquired by, or for the benefit of, the Railway Company, party of the first part hereto, or which it is entitled, or may become entitled, to receive by virtue of said deeds of conveyance executed by said Special Master or otherwise in pursuance of any decrees entered in the said consolidated cause pending in the Circuit Court of the United States for the Eastern District of Wisconsin wherein the said Farmers Loan and Trust Company and others are complainants and said Northern Pacific Railroad Company and others are defendants, or in said ancillary cause. _____

Together with all the right, title, estate, interest and property which the Railway Company now has, or at any time hereafter may acquire, in or to any of the franchises, lines of railway, extensions, branches, telegraph lines, stocks, bonds and other property, real, personal or mixed, hereby mortgaged, conveyed and assigned or intended so to be. _____

Provided, however, That nothing in this indenture contained shall be construed to limit the right or power of the Railway Company, hereby expressly reserved, by the use of its credit or in any manner except by the use of the bonds reserved under Section 4 of Article One, or the bash Fund established under Section 3 of Article Eight of said Prior Lien Mortgage, or of the bash Fund under Section 3 of Article Eight of this indenture, to construct or acquire other lines of railway, branches or extensions, or interests therein, free from the lien of said Prior Lien Mortgage and of this indenture. _____

Also all the right, title and interest of the Railway Company in and to the following Bonds, subject to said Prior Lien Mortgage and delivered or to be delivered to, and pledged with, The Mercantile Trust Company as Trustee thereunder, viz: _____

Northern Pacific Railroad Company Railroad and Land Grant General First Mortgage Sinking Fund Six Per Cent. Gold Bonds	$24,390,000
Little Falls and Dakota Railroad Company	1,377,429
Northern Pacific, Fergus and Black Hills Railroad Company	2,162,701
Duluth, Brookston and Northern Railroad Company	889,000
Fargo and Southwestern Railroad Company	1,569,398
Northern Pacific, La Moure and Missouri River Railroad Company	318,000
Sanborn, Cooperstown and Turtle Mountain Railroad Company	665,750
Jamestown and Northern Railroad Company	1,843,916
Jamestown and Northern Extension Railroad Company	270,000
Southeastern Dakota Railroad Company	133,000
Northern Pacific and Manitoba Railway Company	5,260,000
Rocky Mountain Railroad Company of Montana	942,941
Northern Pacific and Montana Railroad Company	8,675,000
Northern Pacific and Manitoba Railway Company Terminal bonds	750,000
Helena and Jefferson County Railroad Company	366,399
Spokane, Coeur d'Alene and Idaho Railway Company	210,000
Spokane and Palouse Railway Company (Idaho Division)	1,218,000
Clearwater River and Northern Railroad Company	375,000
Northern Pacific and Cascade Railroad Company	388,000
Northern Pacific and Puget Sound Shore Railroad Company	1,388,000
United Railroads of Washington	5,298,000
Gladstone Railroad Company	68,000
Duluth and Manitoba Railroad Company Dakota and Minnesota Division bonds	2,900,000
Helena and Red Mountain Railroad Company	309,000
Gannes River Valley Railroad Company	962,000
Spokane and Palouse Railway Company (Washington Division)	1,733,000

Also all the right, title and interest of the Railway Company in and to the following shares of stock, subject to said Prior Lien Mortgage, the certificates for which shares have been delivered or are to be delivered, and said shares assigned to The Mercantile Trust Company, as Trustee under said Prior Lien Mortgage, viz: _____

Duluth, Brookston and Northern Railroad Company.	$5,000,000.00
Northern Pacific, La Moure and Missouri River Railroad Company	318,000.00
Jamestown and Northern Extension Railroad Company.	1,600,000.00
Southeastern Dakota Railroad Company.	133,500.00

(continued)

Northern Pacific and Manitoba Railway Company	$1,000,000.00
Spokane Falls and Idaho Railroad Company	300,000.00
Northern Pacific and Cascade Railroad Company	225,000.00
Northern Pacific and Puget Sound Shore Railroad Company	275,000.00
Tacoma, Orting and Southeastern Railroad Company	172,000.00
Gladmn Railroad Company	300,000.00
Rocky Fork and Cooke City Railway Company	2,000,000.00
Spun River and Northern Railroad Company	424,000.00
Duluth and Manitoba Railroad Company	2,000,000.00
Helena and Red Mountain Railroad Company	204,000.00
Little Falls and Dakota Railroad Company	1,460,207.50
Helena and Jefferson County Railroad Company	402,000.00
United Railroads of Washington	4,961,000.00
Fargo and Southwestern Railroad Company	4,000,000.00
Jamestown and Northern Railroad Company	3,200,000.00
Northern Pacific, Fargo and Black Hills Railroad Company	15,000,000.00
James River Valley Railroad Company	1,000,000.00
Northern Pacific and Montana Railroad Company	5,306,100,00
Rocky Mountain Railroad Company of Montana	1,000,000.00
Lombard, Lewistown and Judith Mountain Railroad Company	300,000.00
Spokane and Palouse Railway Company	1,000,000.00
Duluth Union Depot and Transfer Company	150,000.00
Minnesota Transfer Railway Company	7,000.00
St. Paul Union Depot Company	50,000.00
Winnipeg Transfer Railway Company, Limited	50,000.00
Northern Pacific Boat Company	100,000.00
Northern Pacific Express Company	343,000.00

—Also, all property of every name and nature, from time to time hereafter, by delivery or by writing of any kind, for the purpose hereof, pledged, assigned or transferred by the Railway Company or by any one in its behalf to the Trustee, which is hereby authorized to receive any property, at any and all times, as and for additional security, and also, when and as hereinafter provided, as substituted security, for the payment of bonds issued or to be issued hereunder, and to hold and apply any and all such property subject to the terms hereof.

—And the Railway Company covenants that upon the satisfaction or release of said Prior Lien Mortgage it will cause all the bonds, shares of stock, cash and other property then held by the Trustee under said Prior Lien Mortgage, to be transferred

and delivered to the Trustee under this indenture, and will execute and deliver to the Trustee hereunder such powers of attorney and instruments of assignment and transfer as the Trustee may reasonably require in order to vest in it, as Trustee hereunder, the title and possession of the said bonds, shares and other property and the Railway Company hereby irrevocably grants to the Trustee full power and authority, upon the satisfaction or release of said Prior Lien Mortgage to demand and receive from the Trustee of said Prior Lien Mortgage all the bonds, stocks, cash and other property then held by such Trustee and to give all necessary receipts and releases therefor.

To Have and to Hold, the premises, railroads, properties, real or personal, rights, franchises, estates, lands, appurtenances stocks and bonds hereby conveyed and assigned, or intended to be conveyed or assigned, unto the Trustee, its successor or successors and assigns forever:

Subject, nevertheless, as to all the said railways, franchises lands, stocks, bonds and other properties, to the said Prior Lien Mortgage of the Railway Company, bearing even date herewith, and to be forthwith recorded, executed by the Railway Company to The Mercantile Trust Company, a corporation of the State of New York, as Trustee, to secure the Four Per Cent Prior Lien Gold Bonds of the Railway Company, issued and to be issued thereunder, to an amount not exceeding in the aggregate $130,000,000 at any one time outstanding.

And subject also, as to certain portions of the property hereby mortgaged and conveyed, to the hereinbefore recited mortgages of said Northern Pacific Railroad Company, said Western Railroad Company, of Minnesota, and said St. Paul and Northern Pacific Railway Company, so far as such mortgages respectively cover such property.

—And it is hereby expressly declared, covenanted and agreed that for the enforcement of the payment of all the bonds and interest obligations now or at any time hereafter issued and outstanding under the said Prior Lien Mortgage and the performance of and compliance with all the covenants and conditions thereof, the said Prior Lien Mortgage is and at all times hereafter shall be prior and superior in lien to this indenture as to any and all property now or at any time hereafter subject to the lien thereof, irrespective of the purpose or time of issue of any of said bonds and as fully as though all of said Prior Lien Bonds to the amount of $130,000,000 were issued and outstanding and secured by said

Prior Lien Mortgage, prior to the execution of this indenture.

But in Trust, nevertheless, for the equal and proportionate benefit and security of all present and future holders of the bonds and interest obligations issued and to be issued under and secured by this indenture, and for the enforcement of the payment of said bonds and interest obligations, when payable, and the performance of, and compliance with, the covenants and conditions of this indenture; without preference, priority, or distinction as to lien or otherwise of any one bond over any other bond by reason of priority in the issue or negotiation thereof, so that each and every bond issued and to be issued as aforesaid, shall have the same right, lien and privilege under and by this indenture, and that the principal and interest of every such bond shall, subject to the terms hereof, be equally and proportionately secured hereby, as if all had been made executed, delivered and negotiated simultaneously with the execution and delivery of this indenture; it being intended that the lien and security of this indenture shall take effect from the day of the date hereof without regard to the date of actual issue, sale or disposition of said bonds as though, upon such day, all of said bonds were actually issued, sold and delivered to, and in the hands of, innocent holders for value.

And it is hereby expressly covenanted that all such bonds and the coupons for interest thereon are to be issued, certified and delivered, and that the mortgaged premises are to be held by the Trustee subject to the further covenants, conditions uses and trusts hereinafter set forth; and it is covenanted between the parties hereto as follows, viz: ——————

Article One.

Section 1. All bonds to be secured hereby shall, from time to time, be executed and delivered by the Railway Company to the Trustee for certification, and thereupon the Trustee shall certify and deliver the same as provided in this Article and not otherwise. The aggregate amount of the bonds issued and outstanding under this indenture at any one time shall never exceed the principal sum of $190,000,000.

Only such bonds as shall bear thereon endorsed the Trustee's certificate by it duly executed shall be secured by this indenture or shall be entitled to any lien or benefit hereunder; and every such certificate of the Trustee upon any bond executed in behalf of the Railway Company shall be conclusive evidence that the bond so certified has been duly issued hereunder and is entitled to

the benefit of the trust hereby created. On request of the Railway Company, such certificates shall be made and bonds shall be delivered hereunder in advance of registration or record of this indenture; but the Railway Company shall cause record of this indenture or a mortgage upon real estate to be made with all convenient speed. ——————

Before certifying or delivering any coupon bond hereby secured, the Trustee shall cut off and cancel all coupons thereof then matured; and the Trustee shall not certify or deliver any registered bond bearing interest from any date more than three months prior to such certification or delivery. ——————

Sec. 2. Of the bonds authorized to be issued under and secured by this indenture, bonds to the amount of fifty-six million dollars ($56,000,000), immediately upon the execution or delivery hereof, or as soon as may be thereafter, shall by the Trustee be certified and delivered to the firm of J. P. Morgan and Co. or their successors or successors, as such Reorganization Managers, without accountability by said firm, or such survivors or successors, for the disposition or use thereof. ——————

Sec. 3. Of the remainder of such authorized issue of bonds there shall be reserved bonds to the amount of one hundred and thirty million dollars ($130,000,000), for the purpose of providing for the acquisition, by purchase or exchange, or for the redemption, as hereinafter provided, of the bonds issued and to be issued under said Prior Lien Mortgage; and such $130,000,000 of bonds shall be issued, certified and delivered, from time to time, when authorized by resolution of the Board of Directors of the Railway Company, as follows and not otherwise, viz: ——

Whenever the Railway Company shall tender or cause to be tendered any of said Prior Lien Gold Bonds of the Railway Company, together with all unmatured interest obligations thereto belonging, and shall present a certificate of (1) its President or any Vice President, and (2) its Treasurer or Comptroller, that such bonds have not been acquired under Section (2) of Article Eight of said Prior Lien Mortgage of the Railway Company, the Trustee hereunder shall receive such bonds and interest obligations and in exchange therefor shall certify and deliver to the Railway Company, or upon its order, $1,000 par value of the said bonds hereby secured and reserved for each $1,000 of principal of the bonds so surrendered, and such surrendered bonds and interest obligations shall forthwith be cancelled by the Trustee and returned to the Railway Company.

Whenever the Railway Company, on or after the maturity

of any outstanding Prior Lien Gold bonds of the Railway Company on or after a date twelve months prior to the maturity of such outstanding Prior Lien Gold bonds, shall tender or cause to be tendered cash sufficient to purchase or to pay the same, or any part thereof, at par (and shall also provide to the satisfaction of the Trustee for any interest due upon such bonds or accruing before their maturity) the Trustee shall receive such cash, and in consideration thereof shall certify and deliver to the Railway Company or upon its order an equivalent amount at par of the said bonds hereby secured and reserved. _____

All cash received by the Trustee under this subdivision of this Section shall by it be held and applied to the purchase or payment at par of an equivalent amount of the outstanding Prior Lien Gold bonds of the Railway Company then unpaid, for the purchase or payment of which such cash shall have been deposited. _____

Sec. 4. The remainder of the authorized issue hereunder, amounting to $4,000,000 of said bonds, may be issued and sold by the Railway Company, and shall be certified and delivered by the Trustee, after January 1st, 1907, when and as called for by resolution of the Board of Directors of the Railway Company; provided, however, that, at the time of certifying and delivering any such bonds, there shall be deposited with the Trustee the net proceeds of the sale thereof, as certified by (1) the Chairman of the Board of Directors, or President, or any Vice-President and (2) the Treasurer or any Assistant Treasurer, of the Railway Company; and any such proceeds, when and as so received, shall be added by the Trustee to the Cash Fund mentioned in Section 3 of Article Eight hereof and be treated in all respects as part thereof. _____

Sec. 5. Whenever any coupon bond or bonds amounting to $500 or to any multiple of $500, together with all unmatured coupons thereto belonging, shall be surrendered for exchange for registered bonds, the Railway Company shall issue, and the Trustee shall certify and deliver in exchange for such coupon bond or bonds, a like amount of registered bonds, without coupons. Such registered bonds shall be for $100, or for such multiples thereof as the Railway Company may from time to time prescribe by resolution of its Board of Directors, and shall bear interest at the same rate as the surrendered coupon bonds, and from the date of the last matured coupon thereof. In every case of such exchange the Trustee forthwith shall cancel the surrendered

bond or bonds and coupons, and shall deliver the same to the Railway Company. _____

Whenever any such registered bond shall be surrendered for transfer, the Railway Company shall issue, and the Trustee shall certify and deliver, to the Transferee, upon surrender and cancellation of the bond or bonds transferred, a like amount of new registered bonds for $100 or such multiples of $100 as the Railway Company may prescribe; but no registered bond may be converted into a coupon bond. _____

For any exchange of coupon bonds for registered bonds, and for any transfer of registered bonds without coupons the Railway Company, at its option, may make a charge not exceeding fifty cents for each new registered bond issued in exchange for any surrendered bond or bonds; but no charge shall be made for registration of the principal of coupon bonds. _____

In case any coupon bond issued hereunder with the coupons thereto appertaining, or any registered bond without coupons, shall become mutilated or be destroyed, the Railway Company, in its discretion, may issue, and the Trustee thereupon shall certify and deliver, a new bond of like tenor and date, bearing the same serial number, in exchange and substitution for, and upon cancellation of, the mutilated coupon bond and its coupons, or the registered bond, or in lieu of, and substitution for, the coupon bond and its coupons, or the registered bond, so destroyed, upon receipt of satisfactory evidence of the destruction of such coupon bond and its coupons, or of such registered bond, and upon receipt also of satisfactory indemnity. _____

Sec. 6. Nothing in this Article, or in any other Article, of this indenture expressed or implied is intended, or shall be construed, to confer upon any person or corporation, other than the parties hereto and the holders of bonds issued under and secured by this indenture, any legal or equitable right, remedy, or claim under or in respect of this indenture, or any covenant, condition or stipulation thereof; all of its covenants, conditions and stipulations being intended to be, and being, for the sole and exclusive benefit of the parties hereto and of the holders of bonds hereby secured. _____

Article Two.

The Railway Company covenants as follows: _____

Section 1. It will well, duly and punctually pay, or cause to be paid, to every holder of any bond issued and secured hereunder, the principal and interest accruing thereon, at

the dates and place and in the manner mentioned in such bonds and in the coupons thereto belonging, according to the true intent and meaning thereof, without deduction from either principal or interest for any tax or taxes imposed by the United States or any State or Municipality thereof, which the Railway Company may be required to pay or retain therefrom under or by reason of any present or future law. When and as paid, all coupons shall forthwith be cancelled.

Upon presentation of any such coupon bond at its office or agency in the City of New York, on or after January 1, 1947, and on or after January 1, 1997, respectively, the Railway Company will cause to be attached to such bond, without expense to its holder, sheets of coupons representing the interest installments for the period of fifty years next ensuing, proper endorsement being made in each instance on the respective bonds that such new coupon sheets have been attached.

Sec. 2. All lines of railway and property of every kind, and all interest therein, when and as, and to the extent, hereafter required out of the cash fund under Section 3 of Article Eight hereof, or under any other provision of this indenture, immediately upon, and subject to the terms and conditions of, such acquisition, and without any further conveyance or assignment, shall become and be subject to the lien of this indenture as fully and completely as though now owned by the Railway Company, and expressly and specifically conveyed by and embraced in, the granting clauses of this indenture, but subject to said Prior Lien Mortgage, as aforesaid; but at any and all times the Railway Company will execute and deliver and do all such further assurances or conveyances thereof as the Trustee may reasonably direct or require, for the purpose of expressly and specifically subjecting the same to the lien of this indenture.

Sec. 3. Whenever demanded by the Trustee, the Railway Company will grant, convey, confirm, assign, transfer and set over unto the Trustee, all real and personal estate, corporate rights and franchises which, in any way or manner, it shall acquire as appurtenant to, or for use upon, any railroad or leasehold estate hereby mortgaged (including all railroads and leasehold estates which shall hereafter become subject to the lien of this mortgage), or any railroad of which any stocks or bonds are or shall be subject to the lien hereof; and it will also do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and

delivered all and every such further acts, deeds, conveyances and transfers, and assurances in the law, for the better assuring, conveying and confirming unto the Trustee all and singular the hereditaments and premises, estates, and property hereby conveyed or intended so to be, or which the Railway Company has herein covenanted and agreed hereafter to convey to the Trustee, as the Trustee shall reasonably require for better accomplishing the provisions and purposes of this indenture, and for securing payment of the principal and interest of the bonds intended to be hereby secured; and whenever demanded by the Trustee, the Railway Company will endeavor to procure from all companies, of which the capital stock or mortgage debt or any part of either is, or shall be, subject to the lien hereof, all conveyances or assurances in law necessary to bring under the lien of this indenture, but subject to said Prior Lien Mortgage, any and all property connected with or appurtenant to the property of any such company, constructed or acquired by use of any funds received pursuant to any provision hereof.

But nothing expressed or implied in this indenture is intended, or shall be construed, to limit the right or power of the Railway Company, hereby expressly reserved, by the use of its credit or in any manner, except by the use of funds received pursuant to any provision hereof, to construct or acquire other lines of railway, branches or extensions, or interests therein, free from the lien hereof.

Sec. 4. The Railway Company will, at an office or agency to be maintained by it in the City of New York, keep a sufficient register or registers of bonds issued hereunder, which registers at all reasonable times shall be open to the inspection of the Trustee, and, upon presentation for such purpose, it will, under such reasonable regulations as it may prescribe, register therein every coupon bond and any bonds without coupons issued under the provisions hereof. As to all bonds so registered, the person in whose name the same shall be registered shall for all purposes of this indenture be deemed and regarded as the owner thereof and thereafter payments of or on account of the principal of such bond, if it be a coupon bond, and of the principal and interest if it be a registered bond without coupons, shall be made only to such registered holder or upon his order; but such registration may be changed as herein provided. All such payments so made shall be valid and effectual to satisfy and discharge the liability upon such bond to the extent of the sum

or sums so paid.

Upon presentation of any coupon bond which shall have been registered as aforesaid, with a written power to transfer the same, executed by the registered holder, such bond shall be transferred upon such register, and thereafter the transferee or transferees of such bond upon such register shall be held to be the owner or owners thereof, and from time to time such transfers may be made as so directed by the registered holder of any such bond for the time being. The registered holder of any such coupon bond shall also have the right to cause the same to be registered as payable to bearer, in which case transferability by delivery shall be restored, and thereafter the principal thereof shall be payable to any person presenting the same. Any holder of a coupon bond registered to bearer may cause such bond to be registered in the name of such holder with the same effect as a first registration thereof; and successive registrations and transfers to bearer as aforesaid may be made from time to time as desired. Such registration of any coupon bond shall not restrain the negotiability of any coupon thereto belonging, but every such coupon shall continue to pass by delivery merely.

Any registered bond without coupons may be transferred by instrument in writing executed by the registered holder upon surrender of the bond and payment of the charge for such transfer, in which case a like amount of new registered bonds will be issued to the new transferee as provided in Section 5 of Article One hereof.

Sec. 5. The Railway Company will well and truly pay and discharge, or will acquire and pledge under said Prior Lien Mortgage or hereunder, on or before their respective dates of maturity, all of said outstanding bonds of the Northern Pacific Railroad Company secured by its Missouri Division mortgage dated May 1st, 1879, and its General First Mortgage, dated January 1st, 1881, and all said outstanding bonds of the Western Railroad Company of Minnesota secured by its mortgage dated May 1st, 1877, and all said outstanding bonds of the St. Paul and Northern Pacific Railway Company secured by its mortgage dated June 1st, 1893, and all of said bonds issued and to be issued by the Railway Company under and pursuant to the terms of its Prior Lien mortgage of even date herewith; it will not issue or permit or suffer to be issued any bonds under either of said mortgages of the Northern Pacific Railroad Company or said mortgage of the Western Railroad of Minnesota or said mortgage of the St. Paul and Northern Pacific

Railway Company, in addition to said bonds now outstanding thereunder (except registered bonds issued in exchange for coupon bonds surrendered); it will not extend, or permit or suffer any extension of, the time of payment of any of said outstanding bonds at, before or after, maturity thereof; and it will duly, punctually and regularly pay or cause to be paid the interest on all outstanding bonds until the same shall be paid and discharged, or acquired and pledged as hereinbefore provided; but the right is hereby expressly reserved, from time to time, to issue Prior Lien bonds, secured by said Prior Lien mortgage, up to an amount not exceeding $130,000,000 in the aggregate at any one time outstanding.

Sec. 6. The Railway Company will not voluntarily create or suffer to be created any lien or charge (in addition to the lien of its Prior Lien Mortgage) which would be prior to the lien of these presents upon the mortgaged premises, or any part thereof, or upon the income thereof; and within six months after the same shall accrue it will pay all lawful claims and demands of mechanics, laborers and others, which, if unpaid, might by law be given precedence to this indenture as a lien or charge upon the mortgaged premises or any part thereof, or the income thereof; and if any company (excepting Northern Pacific Boat Company or any company successor thereto), of whose capital stock the greater part is now subject to the lien hereof, or shall hereafter become subject to the lien hereof, shall create or suffer to be created any lien or charge upon its property or income, or create or suffer to be created any indebtedness other than indebtedness to the Railway Company, or for the current operating expenses of such company during a period not exceeding six months, then it, the Railway Company, will pay and discharge the same.—

Sec. 7. The Railway Company, from time to time, will pay and discharge all taxes, assessments and governmental charges lawfully imposed upon the lines of railroad and other premises hereby mortgaged, or upon any part thereof, or upon the income and profits thereof, the lien of which would be prior to the lien hereof, so that the priority of this indenture shall be fully preserved in respect of such properties; and if any company (excepting Northern Pacific Boat Company or any company successor thereto) of whose capital stock the greater part is now subject to the lien hereof or shall hereafter become subject to the lien hereof, shall, at any time while such stock is subject to the lien hereof, fail to pay all such taxes, assessments and charges lawfully imposed upon the property of such

company or upon the income and profits thereof, then it, the Railway Company, will itself pay and discharge the same, but the Railway Company shall not be required by the provisions of this Section to pay any such tax, assessment or charge, so long as the Railway Company shall in good faith contest the validity thereof.

The forgoing covenant in respect of the payment and discharge of taxes, assessments and governmental charges upon the mortgaged premises shall not apply in respect of any lands for which patents shall not have been actually issued, until such patents shall have been issued, nor in respect of any lands, whether now or hereafter patented, which from time to time shall be indicated by writing addressed to the Trustee and signed and verified by the President and the Land Commissioner of the Railway Company as not being of sufficient value and likelihood of ultimate sale to make it advantageous to the Railway Company to pay taxes, assessments or other charges thereon; and any lands so indicated may be abandoned by the Company with the written consent of the Trustee, or may be sold, subject to unpaid taxes, if any, for such nominal consideration as may be agreed upon with the approval of the Trustee.

Sec. 8. Except subject to the lien hereof, or as herein otherwise expressly provided, the Railway Company (1) will not sell, encumber or by any voluntary act part with its ownership of and title to any shares of stock of any Company which shall have become subject to this indenture (if a majority of the shares of the company which issued such shares shall have become subject hereto), or its equity of redemption in such shares or the voting power thereof, and (2) will, subject to the lien hereof, hold all and singular such stock of every company of whose capital stock the greater part shall have become subject to the lien hereof, and will exercise its voting power thereon in such manner that it shall retain in itself the rights and powers of the holder of the greater part of the capital stock of such company; and (3) will at all times take all such action as, from time to time, may be necessary to preserve the corporate existence and corporate rights of every company of whose capital stock the greater part shall be subject to the lien hereof.

As such holder of such stock it will not by affirmative vote, or by abstaining from voting, sanction or permit any increase of the capital stock of any such company, or the creation of any indebtedness of any such company (except current operating accounts for a period not at any date exceeding six months from the time created), or the issue or guaranty of any bonds by any such company, or the creation of any mortgage or other lien upon the railroad or property of any such company unless effective provision be made that such indebtedness and the evidences thereof, and such bonds issued or guaranteed, and such mortgage or other lien, and all such additional stock (or such part of such additional stock as is proportionate to the part of such entire capital stock previously subject to this indenture), immediately upon the issue or creation thereof shall become subject to this indenture and shall be pledged either with the Trustee under said Prior Lien Mortgage or with the Trustee hereunder; and all such additional stock shall be fully paid and non-assessable.

Except as herein otherwise expressly provided, the Railway Company will not by affirmative vote, or by abstaining from voting, sanction or permit any company, of whose capital stock the greater part shall be subject to the lien hereof, to sell or otherwise to dispose of its railroad or to lease the same (unless such lease be terminable hereunder by entry of the Trustee, or by sale by the Trustee or pursuant to its judicial proceedings), except to the Railway Company or to some other company of whose capital stock there shall then be subject to the lien hereof a percentage, not less than the percentage held hereunder, of the capital stock of the company whose railroad shall be so sold or otherwise disposed of or leased.

Section 9. Any and all claims and indebtedness (other than bonds now or hereafter subject to the lien hereof under any other provision of this indenture) which the Railway Company now holds or hereafter may acquire against any other company, of whose capital stock the greater part shall be subject to the lien hereof, shall be and become subject to the lien of this indenture, and if and when requested in writing by the Trustee the Railway Company will execute to the Trustee appropriate assignments thereof, subject always to said Prior Lien Mortgage.

Sec. 10. The Railway Company will not issue, negotiate, sell or dispose of any bonds hereby secured, in any manner other than in accordance with the provisions of this indenture, and the agreements in that behalf herein contained and in issuing, selling, negotiating or otherwise disposing

of such bonds, from time to time, it will well and truly apply, or cause to be applied, the same, or the proceeds thereof, to and for purposes herein prescribed, and to and for no other or different purpose.

Article Three.

Sec. 1. It is hereby declared and covenanted that until the first satisfaction or release of said Prior Lien Mortgage made by the Railway Company to the Mercantile Trust Company, as Trustee, all the railway and premises, bonds, coupons, shares of stock, claims, indebtedness and other property, subject to the lien of this indenture shall remain subject to the prior and superior lien of said Prior Lien Mortgage, and that the same shall be held by the Trustee under said Prior Lien Mortgage with all the powers, rights and discretions and subject to all the provisions therein set forth; and it is hereby expressly declared and covenanted that unless (a) the Railway Company shall be in default in the payment of some interest on any bond secured by this indenture, or on any bond (other than bonds held by the Trustee of said Prior Lien Mortgage or by the Trustee hereunder) secured by either of the aforesaid mortgages of the Northern Pacific Railroad Company dated May 1st, 1879, and January 1st, 1881, or by the mortgage of the Western Railroad of Minnesota, dated May 1st, 1877, or by the mortgage of the St. Paul and Northern Pacific Railroad Company, dated June 1st 1883, or by the Prior Lien Mortgage of the Railway Company, of even date herewith and such default shall have continued for a period of six months; or unless (b) the Railway Company shall be in default in the due and punctual payment of the principal of any bond hereby secured, or of any bond (other than bonds held by the Trustee of said Prior Lien Mortgage or by the Trustee hereunder) secured by any of said mortgages mentioned in this section; or unless (c) the Railway Company shall be in default in the payment of any tax, assessment or other governmental charge lawfully imposed or levied upon any part of the property and premises hereby mortgaged or the income and profits thereof, and such default shall have continued for a period of six months after written notice thereof from the Trustee or from holders of five per cent. in amount of the bonds hereby secured; or unless (d) the Railway Company shall be in default in the due performance and observance of

any covenant or condition of this indenture, and such default shall have continued beyond the period of grace, if any, herein provided for in respect of such default, and the Trustee shall have entered, or shall have elected to enter into possession under the power of entry hereinafter conferred; or unless (e) the Railway Company shall have surrendered to the Trustee possession of the mortgaged premises as hereinafter authorized - all the bonds, coupons, stocks, claims, indebtedness and other personal property at any time held by the Trustee under said Prior Lien Mortgage, as well by the Railway Company as by the trustee under said Prior Lien Mortgage, as though this indenture had not been made. None of the particular provisions hereinafter contained shall be construed as limiting the general provisions contained in this section.

Sec. 2. Whenever said Prior Lien Mortgage executed by the Railway Company to the Mercantile Trust Company, as trustee, shall have been satisfied or released, the Trustee hereunder shall be entitled to receive, take possession of and hold, as Trustee under this indenture, all the bonds, coupons, shares of stock, claims, cash and other property then held by the trustee under said Prior Lien Mortgage; and the Railway Company covenants that it will execute and deliver to the Trustee hereunder such assignments, transfers, powers of attorney and other instruments as the Trustee may reasonably require in order to vest in the Trustee or to enable the Trustee to acquire the title and possession of all such bonds, coupons, shares of stock, claims and other property, and the Trustee shall thereupon hold and stand possessed of all such bonds, coupons, shares, claims and other property as Trustee hereunder for the security of the holders of the bonds issued hereunder.

Sec. 3. Unless (a) the Railway Company shall be in default in the payment of some interest on any bond secured by this indenture or on any bond (other than bonds held by the Trustee of said Prior Lien Mortgage or by the Trustee hereunder) secured by either of the aforesaid mortgages of the Northern Pacific Railroad Company dated May 1st, 1879, and January 1st, 1881, or by the mortgage of the Western Railroad of Minnesota dated May 1st, 1877, or by the mortgage of the St. Paul and Northern Pacific Railroad Company dated June 1st, 1883, or by the Prior Lien Mortgage of the Railway Company of even date herewith, and such default shall have continued

for a period of six months; or unless (b) The Railway Company shall be in default in the due and punctual payment of the principal of any bonds hereby secured, or of any bond other than bonds held by the Trustee of said Prior Lien Mortgage or by the Trustee hereunder) secured by any of the aforesaid mortgages mentioned in this Section; or unless (c) The Railway Company shall be in default in the payment of any tax, assessment or other governmental charge lawfully imposed or levied upon any part of the property and premises hereby mortgaged, or the income and profits thereof, and such default shall have continued for a period of six months after written notice thereof from the Trustee or four holders of five per cent. in amount of the bonds hereby secured; or unless (d) The Railway Company shall be in default in the due performance and observance of any covenant or condition of this indenture, and such default shall have continued beyond the period of grace, if any, herein provided for in respect of such default and the Trustee shall have entered or shall have declared to enter into possession under the power of entry hereinafter conferred; or unless (e) The Railway Company voluntarily shall have surrendered to the Trustee possession of the mortgaged premises as hereinafter authorized. The Trustee except with the assent of the Railway Company, shall not collect or be entitled to collect the principal or interest of any bonds or other claims or indebtedness now or hereafter subject to the lien of this indenture; and the Railway Company shall be entitled to receive all interest paid and dividends declared in respect of any bonds or stocks subject to this indenture; and from time to time (subject to the covenants in respect thereof in this Section contained), upon the request of the Railway Company, the Trustee shall deliver to it any coupons for such interest which shall have been delivered to and shall then be held by the Trustee hereunder, in order that the Railway Company may receive payment thereof for its own use, and shall deliver to the Railway Company suitable orders in favor of the Railway Company or its nominee for the payment of such dividends on any stocks which shall have been transferred to, and shall then be held by the Trustee hereunder; and the Railway Company may collect all such coupons and dividends, but not by any proceeding which the Trustee shall deem to be prejudicial to the trusts hereunder; and the Trustee at once shall pay

over to the Railway Company any such interest and dividends which may be collected or received by it. In any such case the Railway Company shall be entitled for its own use to demand receive and collect, release and discharge the principal or interest of any such claim against or indebtedness (other than bonds) of any other company which shall have become subject to the lien hereof; and upon request of the Railway Company the Trustee shall execute any re-assignments or releases which may be required for that purpose.

If any such coupon or any evidence of any such claim or indebtedness delivered to the Railway Company by the Trustee of said Prior Lien Mortgage or by the Trustee hereunder as aforesaid, shall not as aforesaid forthwith be paid and cancelled the Railway Company shall return the same to the Trustee of said Prior Lien Mortgage or to the Trustee hereunder, and in case of the payment of any such coupon claim or indebtedness, shall upon demand of the Trustee furnish such proof by evidence of the cancellation and extinguishment thereof.

Provided, however, and it is hereby declared and agreed, that except as otherwise expressly provided in said Prior Lien Mortgage or in this indenture, (1) the Railway Company shall not be entitled to receive, and the Trustee shall not pay over to the Railway Company, any principal of any bond subject to the lien hereof; (2) the Railway Company shall not be entitled to receive, and the Trustee shall not pay over, any interest on any such bond or any principal or interest of any such claim or indebtedness which shall have been collected or paid out of the proceeds of any sale of any property covered by a mortgage securing such bonds, or out of the proceeds of the sale of any other property of the company liable upon such bonds, claims, or indebtedness, in case of a dissolution or liquidation of such company, it being the intention that the Railway Company shall only be entitled to receive payments made out of the rents, revenues, income, or proceeds of operation of such properties; (3) the Railway Company shall not sell, assign or transfer any such coupon, or right to dividend, delivered or assigned to it, or any other such claim or indebtedness, except subject to this indenture; (4) the Railway Company shall not collect any such coupons or other claims or indebtedness by legal proceedings or by enforcement of any security thereof except with the assent of the Trustee, nor in any manner which the Trustee shall deem prejudicial to the trust

hereunder; and (3) until actually paid or discharged may exercise no right to dividends and such other claims and indebtedness shall in all respects remain subject to the lien of this indenture.

Sec. 4. In case any sum shall be paid on account of the principal of any bond subject to the lien hereof, or shall become payable, upon dissolution or liquidation of any company, upon any shares of stock of such company subject to the lien hereof, or upon any such claims against or indebtedness of such company, as mentioned in Section 3 of this Article, then in any such case (unless applied as in Section 3 of this Article provided), any such sum, unless received by the Trustee of said Prior Lien Mortgage upon the trusts thereof, shall be received by the Trustee hereunder and shall be held, used and paid over as a part of the Cash Fund under Section 3 of Article Eight hereof.

Sec. 5. Unless the Railway Company shall be in default, and such default shall have continued in any case as specified under (a), (b) or (c) of Section 3 of this Article, or unless, in the case (d) specified in said Section, the Trustee shall have entered, or shall have elected to enter into possession, or unless the Railway Company shall have voluntarily surrendered possession of the mortgaged premises as hereinafter authorized, the Railway Company shall have the right to vote upon all shares of stock at any time subject to the lien hereof, for all purposes not inconsistent with the provisions or purposes of this indenture; and, whenever any such shares shall have been transferred to and shall be held by the Trustee hereunder, the Trustee, from time to time, upon demand of the Railway Company, forthwith shall execute and deliver to the Railway Company, or its nominees, suitable proxies or attorney or proxies for such purposes.

Sec. 6. When and as any coupon bonds shall be delivered to and pledged with the Trustee hereunder, the Trustee shall be authorized to cause the same to be registered in its name as Trustee, or to cause the same to be stamped: "Not negotiable. Held by The Farmers Loan and Trust Company, as Trustee under the General Lien Mortgage of the Southern Pacific Railway Company, dated November 10th, 1896." When and as any registered bonds or shares of stock shall be delivered and assigned to the Trustee as security hereunder, the Trustee shall cause such registered bonds and shares of stock

to be transferred into its name as Trustee hereunder.

The Trustee may do whatever may be necessary for the purpose of maintaining or preserving the corporate existence of any and all companies any of whose shares shall, at any time, be subject to the lien hereof, and for such purposes, from time to time, whenever shares of such companies subject to the lien hereof shall have been transferred to and shall be held by the Trustee hereunder, it may sell, assign, transfer and deliver so many of such shares of the several companies as may be necessary to qualify persons to act as directors of, or in any other official relation to, said companies; provided however, that under this provision no transfer shall be made which shall reduce the amount of stock in any company held by the Trustee, so as to render it less than a controlling interest in such stock; and in any such case the Trustee may make such arrangements as it shall deem necessary for the protection of the trusts hereunder.

Sec. 7. If default shall be made in the payment of the principal or interest of any mortgage bonds which shall have been delivered to and shall be held by the Trustee as pledgee hereunder or of other bonds secured by the same mortgage as such bonds held by the Trustee, then in any such case the Trustee, upon the written request of the Railway Company, shall cause proper proceedings to be instituted and prosecuted in some court of competent jurisdiction to foreclose the mortgage or mortgages by which such bonds are secured; but, in any case where not less than eighty-five per cent. in amount of the principal of all the bonds secured by any mortgage are pledged hereunder, proceedings to foreclose such mortgage shall be taken only under such conditions as in the judgment of the Trustee will enable it either to obtain par and interest for the bonds secured by such mortgage held by it, or else to acquire the property owned by such mortgage, and to subject such property, or securities representing such property, to the lien hereof, as hereinafter provided. The Trustee shall, however, not be liable for any error of judgment in respect of such proceedings or their outcome.

In case the Railway Company shall be in default in the payment of the principal or interest of any of the bonds hereby secured, and such default shall have continued for a period of six months, or in case a receiver of the mortgaged premises shall have been appointed, or in case the

Trustee shall have entered, or shall have decided to enter, into possession of the mortgaged premises under the power hereinafter conferred or by the voluntary action of the Railway Company then the Trustee, in its discretion, may institute such proceedings without such written request. ——————

In case, at any time, any company of whose capital stock the greater part shall have been assigned to and shall be held by the Trustee hereunder shall be dissolved or liquidated, or in case all or any of the property of any such company shall be sold at any judicial or other sale upon the insolvency of such company, or in case any property covered by a mortgage covering any bonds then pledged with and held by the Trustee hereunder shall be sold upon foreclosure of such mortgage, then, in any such case, if the property of such company, or the property sold, can be acquired by existing or the bonds, claims, indebtedness or stock held by the Trustee hereunder, as pledgee or transferee, the amount accruing thereon out of the proceeds of such property and ranking next more than fifteen per cent. of the price of such property in each, the Trustee may, in its discretion, and in any case, if by the Railway Company requested in writing and provided with the necessary funds therefor, the Trustee shall purchase or cause to be purchased such property either in the name and on behalf of the Railway Company or in its own name or by purchasing trustees, and shall use such bonds, claims, indebtedness and stock to make payment for such property; and in case of any such purchase the Trustee shall take such steps as it shall deem best to cause such property to be vested either in the Railway Company, subject to the lien of this indenture, or in some other corporation organized, or to be organized, for that purpose, of whose bonded debt and capital stock all, excepting the amount thereof required to qualify directors, shall be received and held by the Trustee and shall be vested in the Railway Company subject to the lien of this indenture. ——————

The Trustee may also in any case take such steps as in its discretion shall be calculated best to protect its interests hereunder in respect of any bonds or stock held by it subject to the lien hereof and for that purpose it may join in any plan of reorganization in respect of any such bonds or stocks and may accept new securities issued in exchange therefor under such plan ——————

the Railway Company covenants that, on demand of the Trustee, the Railway Company, forthwith will pay or satisfactorily provide for all expenditures incurred by the Trustee under any of the provisions of this section, including all sums required to obtain and perfect the ownership and title to any railways or other properties which the Trustee shall purchase or cause to be purchased pursuant to the provisions of this section, and in case the Railway Company shall fail so to do, then, without impairment of or prejudice to any of its rights hereunder by reason of the default of the Railway Company, the Trustee, in its discretion, may advance all such expenses and other moneys required, or may procure such advances to be made by others, and for such advances made by the Trustee, or by others at its request, with interest thereon, the Trustee shall have a lien on the property hereby mortgaged and pledged, which lien shall be prior to the lien of the bonds hereby secured, but in no event shall the principal of such lien exceed, in the aggregate, at any one time, a sum equal to two per cent. of the principal of the total amount of bonds issued hereunder and then outstanding. ——————

In case the Trustee shall not purchase or cause to be purchased the property sold at any such sale and shall not join in a plan of reorganization as aforesaid in respect of such bonds or stock, the Trustee shall receive any portion of the proceeds of the sale accruing on bonds which shall have been delivered to it and which shall have been transferred to the Trustee hereunder and which shall then be held by it, and such moneys shall be added by the Trustee to bank fund arising under Section 3 of Article Eight hereof and shall be treated in all respects as part thereof.

Sec. 9. Nothing herein contained shall prevent the consolidation or merger of any one or more of the companies, of whose capital stock any portion shall have been subjected to the lien hereof, with, or the sale, conveyance or transfer of the property of any such company to, the Railway Company; but, anything in this indenture contained to the contrary notwithstanding, such consolidation, merger or sale may be made under any laws to which such companies may then be subject: Provided, however, that such consolidation, merger or sale shall be made only upon such terms as shall be approved either by the Trustee of said Prior Lien Mortgage or by the holders of a majority in interest of the bonds thereby secured, or, when said Prior Lien Mortgage shall have been released or satisfied, then either by the Trustee under this indenture, or by

The holders of a majority in interest of the bonds hereby secured. Or the merger of the consolidation or merger of any one or more of the said companies with, or its sale to, the Railway Company this indenture immediately shall become and be a lien (subject to said Prior Lien Mortgage) upon the property of the company so consolidated or merged with, or sold to, the Railway Company, with the same force and effect as if expressly conveyed by this indenture, and the holders of the bonds hereby secured shall always have as full and complete a lien upon such property as that herein created upon the stock and bonds of such constituent companies.

Nothing herein contained shall prevent the consolidation or merger of any such companies with each other; nor shall it prevent the sale of the property of any such company (except in the cases prohibited in Section 8 of Article Two hereof) to any other company of whose capital stock the greater part shall be held by the Trustee hereunder; Provided, however, that any such consolidation, merger or sale shall be made only upon such terms as shall be approved either by the Trustee of said Prior Lien Mortgage, or by the holders of a majority in interest of the bonds thereby secured, or, when said Prior Lien Mortgage shall have been released or satisfied, then either by the Trustee under this indenture, or by the holders of a majority in interest of the bonds hereby secured; and provided further, that the portion of the capital stock of any such consolidated, merging or purchasing company (but never less than a majority thereof), issued for and in lieu of any stock previously subject to the lien of this indenture, shall always bear to the total capital stock a proportionate relation at least as high as that borne by such previously pledged stock to the total capital stock of such constituent companies. Such portion of such stock of such consolidated, merging or purchasing company and also any bonds or other securities issued by such consolidated merging or purchasing company in exchange for any stock thereby pledged subject to the lien hereof (unless assigned and transferred to the Trustee of said Prior Lien Mortgage pursuant to its terms) shall be assigned and transferred to the Trustee hereunder, and in any event shall become and be subject to the lien of this indenture; and the holders of the bonds hereby secured shall always have and retain in respect of such portion of such stock, bonds or other securities of such consolidating merging or purchasing company a lien as full and complete as the lien hereby created upon the stock and bonds of such constituent companies.

The Trustee may do any and all things proper to carry into effect the purposes of this Section, and in order to facilitate the consolidation or the merger in whole or in part, as authorized by law, of any company, the Trustee, if necessary to such end, after transfer to it of any shares of such company, may transfer into the name of the Railway Company, under such restrictions as it may deem sufficient for the protection of the holders of the bonds secured hereby, the shares of any company about to be so merged, but the certificates in the name of the Railway Company shall in such case forthwith be delivered to the Trustee to be by it held hereunder, and simultaneously the Railway Company shall execute such instruments as the Trustee shall deem necessary in order to enable it to transfer such shares back into its own name if at any time it shall deem such a course expedient for the protection of the holders of the bonds hereby secured.

Sec. 7. Nothing herein contained shall prevent the extension or renewal as authorized by said Prior Lien Mortgage of any bonds pledged with the Trustee hereunder; and whenever any bonds shall have been delivered to and shall be held by the Trustee hereunder, the Trustee, at any time in its discretion, may and if requested in writing by the Railway Company shall, consent to the extension or renewal of any of such bonds and of the mortgages securing the same; and, in case of the renewal of any of such bonds, the Trustee may surrender the same to the company which issued them, or its successor, and in lieu thereof may receive renewal bonds bearing such interest and maturing at such times the Trustee may deem reasonable; provided, that such extended or renewed bonds shall be secured by a lien and charge upon the same property equal or superior to that of the bonds renewed or extended. The Trustee may require the certificate of renewal of the Railway Company as conclusive evidence that such extended or renewed bonds are as secured. All bonds received in exchange for, or in renewal of, the said renewal bonds hereinbefore mentioned, and subject to, or which hereafter may be subject to the lien hereof, shall be held subject to the lien and to all the terms and provisions of this indenture, in the same manner and to the same extent as the bonds in exchange for which

or in renewal of which, they shall have been received.

Article Four.

Section 1. Neither any coupon belonging to any bond hereby secured, nor any claim for interest on any registered bond which, in any way, or at or after maturity shall have been transferred or pledged separate and apart from the bond to which it relates, shall, unless accompanied by such bond, be entitled, in case of a default hereunder, to any benefit of, or from, this indenture, except after the prior payment in full of the principal of all bonds issued hereunder, and of all coupons and interest obligations not so transferred or pledged.

Sec. 2. In case (1) default shall be made in the payment of any interest on any bond at any time issued under and secured by this indenture, or on any bond (other than bonds held by the Trustee under said Prior Lien Mortgage or by the Trustee hereunder) secured by either of the aforesaid mortgages of the Northern Pacific Railroad Company dated May 1st, 1879, and January 1st, 1881, or by the mortgage of the Western Railroad of Minnesota dated May 1st, 1877, or by the mortgage of the St. Paul and Northern Pacific Railroad Company dated June 1st, 1883, or by the Prior Lien Mortgage of the Railway Company of even date herewith and any such default shall continue for a period of six months; or in case (2) default shall be made in the due and punctual payment of the principal of any bond secured hereby, or of any bond (other than bonds held by the Trustee under said Prior Lien Mortgage or by the Trustee hereunder) secured by any of the aforesaid mortgages mentioned in this section; or in case (3) default shall be made by the Railway Company in the payment of any tax, assessment or other governmental charge lawfully imposed or levied upon any part of the property and premises hereby mortgaged, or the income and profits thereof and such default shall continue for a period of six months after written notice thereof from the Trustee or from holders of five per cent. in amount of the bonds hereby secured; or in case (4) the Railway Company shall make default in the due observance and performance of any other covenant or condition herein contained, and any such default shall continue for a period of six months after written notice thereof from the Trustee or from the holders of five per cent. in amount of the bonds hereby secured; then, and in each and every such case of default (provided, however, in respect of any

of the three cases so indicated, that such default shall have continued for six months as aforesaid), the Trustee personally, or by its agent or agents, attorney or attorneys, may enter into and upon all or any part of the railways, rolling stock, property and premises, lands, rights, interests and franchises hereby conveyed, or intended so to be, and each and every part thereof, and may exclude the Railway Company, its agents and servants wholly therefrom, and having and holding the same may use, operate, manage and control said railways and other premises, regulate the tolls for the transportation of passengers and freight thereon, and conduct the business thereof, either personally or by its superintendents, managers, receivers, agents and servants or attorneys, for the best advantage of the holders of the bonds hereby secured, in accordance with law and with any lawful acting to said railways and other premises or any part thereof, or to the operation thereof; and, upon every such entry, the Trustee, at the expense of the trust estate, from time to time, either by purchase, repairs or construction, may maintain and restore, and insure or keep insured, the rolling stock, tools and machinery and other property, buildings, bridges and structures needed or provided for use in connection with said railways and other premises, and whereof it shall become possessed, as aforesaid, in the same manner and to the same extent as is usual with railway companies, and likewise from time to time, at the expense of the trust estate may make all necessary or proper repairs, renewals and replacements and useful alterations, additions, betterments and improvements thereto and thereon, as well in respect of the rolling stock as in respect of the railways and appurtenances and other subject matters as to it may seem judicious; and the Trustee in such case shall have the right to manage the mortgaged premises, as aforesaid, and carry on the business and exercise all rights and powers of the Railway Company, either in the name of the Railway Company or otherwise as the Trustee shall deem best; and it shall be entitled to collect and receive all tolls, freights, income, rents, issues and profits of the same and every part thereof, and also the income from stocks and bonds subject to the lien hereof, and after deducting the expenses of operating said railways and other premises, and of conducting the business thereof, and of all repairs, maintenance, renewals, replacements, alterations, additions, betterments and

improvements, and all payments which may be made for taxes, assessments, insurance and prior or other proper charges upon the said premises and property, or any part thereof, including any interest paid on bonds prior in lien to those secured hereby, as well as just and reasonable compensation for its own services and for all agents, clerks, servants and other employees by it properly engaged and employed, it shall apply the moneys arising as aforesaid as follows: _____

First, in case the principal of the bonds hereby secured shall not have become due, to the payment of the interest remaining in default, in the order of the maturity of the installments of such interest, with interest thereon at the rate of four per cent. per annum; such payments to be made ratably to the persons or parties entitled thereto without discrimination or preference;

Second, in case the principal of the bonds hereby secured shall have become due, by declaration or otherwise, first, to the payment of the accrued interest (with interest thereon at the rate of four per cent. per annum) in the order of the maturity of the installments thereof, and next to the payment of the principal of all bonds hereby secured; if such payments to be made ratably to the persons or parties entitled to such payment, without any discrimination or preference; _____

Third, these provisions, however, not being intended in any wise to modify the provisions of Section 1 of this Article. _____

Fourth, in case, and during such continuance, of any such default in either of the first three cases specified in this Section, either with or without entry by the Trustee, and also in the fourth case, if the Trustee shall have entered or shall have elected to enter as aforesaid, the Trustee shall have, exercise and enjoy, subject to said Prior Lien Mortgage, and to the rights of the Trustee thereunder, the right to vote on all shares of stock subject to the lien hereof, and, for the benefit of the holders of bonds hereby secured, to receive and collect all interest moneys and dividends accruing or payable upon all bonds and stocks, and to apply as hereinbefore provided the net moneys received, and as holder of such shares of stock and of such bonds to perform any and all acts, and to make or execute any and all requisitions, requisitions or other instruments and the Railway Company hereby irrevocably authorizes and directs the Trustee under said Prior Lien Mortgage in any such event to execute and deliver to the Trustee hereunder, instead of the Railway Company, proxies to vote upon said shares

of stock held by the Trustee under said Prior Lien Mortgage, and to deliver to the Trustee hereunder, instead of the Railway Company, the coupons for interest and any necessary assignments and orders for dividends accruing or payable upon the bonds and stocks pledged with the Trustee under said Prior Lien Mortgage, and to pay over and deliver to the Trustee hereunder instead of the Railway Company, any moneys or property which the Railway Company would otherwise be entitled to receive under the provisions of said Prior Lien Mortgage. In the event that a Receiver of the mortgaged railways shall have been appointed and shall be in possession thereof, the Trustee hereunder, from time to time, in its discretion, may turn over any part or all of the interest moneys and dividends so collected by it, to such Receiver, and may co-operate with such Receiver in managing and operating the entire system of the Railway Company in such manner as the Trustee shall deem for the best interests of the holders of the bonds hereby secured.

Sec. 3. In case default shall be made by the Railway Company in the payment of any interest on any bond hereby secured and such default shall continue for a period of six months then, and in every case of such continuing default, upon the written request of the holders of a majority in amount of the bonds hereby secured then outstanding, the Trustee, by notice in writing delivered to the Railway Company, shall declare the principal of all bonds hereby secured then outstanding to be due and payable immediately, and, upon any such declaration, the same shall become and be immediately due and payable, anything in this indenture or in said bonds contained to the contrary thereof in any wise notwithstanding. This provision is, however, subject to the condition, that if at any time after the principal of said bonds shall have been so declared due and payable, all arrears of interest upon all such bonds, with interest at the rate of four per cent. per annum on such installments of interest, shall either be paid by the Railway Company or be collected out of the mortgaged premises before any sale of the mortgaged premises shall have been made, then, and in every such case, the holders of a majority in amount of the bonds hereby secured then outstanding, by written notice to the Railway Company and to the Trustee, may waive such default and its consequences; but no such waiver shall extend to, or affect any subsequent default or impair any right consequent thereon.

In case the Trustee shall have proceeded to enforce any right under this indenture by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned because of such waiver, or for any other lawful reason, or shall have been determined adversely to the Trustee then and in every such case, the Railway Company shall be restored to its former position and rights hereunder in respect of the mortgaged premises and the shares of stock and bonds, and other property subject to the lien hereof; and upon the written request of the Railway Company, the Trustee shall do, make, execute, acknowledge and deliver such acts, deeds, instruments and assurances in the law as may be required to effectuate such purpose; but, nevertheless, all rights, remedies and powers of the Trustee shall survive and continue as though no such proceedings had been taken.

Sale. 4. In case (1) default shall be made by the Railway Company in the payment of any interest on any bond secured by this indenture, or on any bond (other than bonds held by the Trustee under said Prior Lien Mortgage or by the Trustee hereunder), secured by either of said mortgages of the Northern Pacific Railroad Company dated May 1st, 1879, and January 1st, 1881, or by said mortgage of the Western Railroad Company of Minnesota dated May 1st, 1879, or by said mortgage of the St. Paul and Northern Pacific Railway Company dated June 1st, 1893, or by said Prior Lien Mortgage of the Railway Company of even date herewith, and any such default shall continue for a period of six months; or in case (2) default shall be made by the Railway Company in the due and punctual payment of the principal of any bond hereby secured, or of any bond (other than bonds held by the Trustee under said Prior Lien Mortgage or by the Trustee hereunder) secured by any of the aforesaid mortgages mentioned in this Section; or in case (3) default shall be made by the Railway Company in the payment of any tax, assessment or other governmental charge lawfully imposed or levied upon any part of the mortgaged property or premises or the income and profits thereof, and such default shall continue for a period of six months after written notice thereof from the Trustee or from holders of five per cent. in amount of the bonds hereby secured; or in case (4) the Railway Company shall make default in the due observance and performance of any other covenant, or condition herein contained

and any such default shall continue for a period of six months after written notice thereof from the Trustee or from the holders of five per cent. in amount of the bonds hereby secured and then outstanding; then, and in each and every such case of default (provided, however, in respect of any of the three cases so indicated that such default shall have continued for six months as aforesaid), the Trustee, with or without entry, personally or by attorney, in its discretion (a) may sell to the highest and best bidder, all and singular the mortgaged property and premises, lands and tenements, rights, franchises and interests, lands and appurtenances, and other real and personal property of every kind, and all right, title and interest, claim and demand therein, and right of redemption thereof, in one lot and as an entirety, unless a sale in parcels shall be required under the provisions of Section 6 of this Article, in which case such sale may be made in parcels as in said Section provided; which sale or sales shall be made at public auction at such place in the City of Scranton, in the State of Wisconsin or at such other place, and at such time and upon such terms as the Trustee may fix and briefly specify in the notice of sale to be given as herein provided; or (b) may proceed to protect and enforce the rights of bondholders under this indenture, by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or for the foreclosure of this indenture, or for the enforcement of any other appropriate legal or equitable remedy as the Trustee, being advised by counsel learned in the law, shall deem most effectual to protect and to enforce any of its rights or duties hereunder.

Upon the written request of the holder of twenty five per cent. in amount of the bonds hereby secured, in case of any such continuing default, it shall be the duty of the Trustee, upon being indemnified as hereinafter provided, to take all needful steps for the protection and enforcement of its rights and the rights of the bondholders secured hereby, and to exercise the powers of entry and sale herein conferred, or both or to take appropriate judicial proceedings by action, suit or otherwise, as the Trustee being advised by counsel learned in the law shall deem most expedient in the interest of the holders of the bonds hereby secured.

Sale. 5. Anything in this indenture contained to the con-

Trary, notwithstanding, The holders of seventy-five percent. in amount of the bonds hereby secured and then outstanding, in case of any subsisting default, from time to time, shall have The right to direct and control the method and place of conducting any and all proceedings for any sale of the premises hereby conveyed and pledged, or argued or intended so to be, or for the foreclosure of this indenture, or for the appointment of a Receiver, or of any other proceedings hereunder.

Sec. 6. In The event of any sale, whether made under the power of sale hereby granted and conferred, or under or by virtue of judicial proceedings, or of some judgment or decree of foreclosure and sale, The whole of The property hereby mortgaged and pledged shall be sold subject to the lien of said Prior Lien Mortgage and in one parcel and as an entirety, including all The rights, title, estates, lands, railroads, equipment, franchises, leases, leasehold interests, contracts, stocks, bonds and other real and personal property of every name and nature, unless The holders of a majority in amount of The bonds hereby secured, then outstanding, shall in writing request The Trustee to cause said premises to be sold in parcels, in which case The sale shall be made in such parcels as may be specified in such request or petition, or unless such sale as an entirety is impracticable by reason of some statute or other cause; and this provision shall bind The parties hereto and each and every of The holders of The bonds and coupons hereby secured or intended so to be.

Sec. 7. Notice of any such sale, pursuant to any provision of this indenture, shall state The time and place, when and where The same is to be made, and shall contain a brief general description of The property to be sold, and shall be sufficiently given if published once in each week for four successive weeks prior to such sale in a newspaper published in New York, N. Y.; a newspaper published in Superior, Wisconsin; a newspaper published in St. Paul, Minnesota; a newspaper published in Bismarck, Dakota; a newspaper published in Helena, Montana; a newspaper published in Rathdrum, Idaho; a newspaper published in Tacoma, Washington; and a newspaper published in Portland, Oregon.

Sec. 8. Upon the completion of any sale or sales under this indenture, The Trustee shall make, execute and deliver to the accepted purchaser or purchasers a good and sufficient deed

or good and sufficient deeds of conveyance, of The property and franchises sold. And The Trustee and its successors are hereby appointed The true and lawful attorney or attorneys, irrevocable of The Railway Company, in its name and stead to make all necessary deeds and conveyances of property and all necessary transfers of shares of stock or bonds or other obligations thus sold and for that purpose it and They may execute all necessary acts of assignment and transfer and may substitute one or more persons with like power. The Railway Company hereby ratifying and confirming all That its said attorney or attorneys or such substitute or substitutes, shall lawfully do by virtue hereof. Any such sale or sales made under or by virtue of this indenture, whether under The power of sale hereby granted and conferred, or under or by virtue of judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of The Railway Company of in and to The premises sold, and shall be a perpetual bar both at law and in equity against The Railway Company, its successors and assigns, and against any and all persons claiming or to claim The premises sold, or any part or parcel Thereof, by, from, Through or under The Railway Company, its successors and assigns, or any of them.

The personal property and chattels conveyed, or intended to be conveyed, by, or pursuant to, This indenture, other Than stocks, bonds and other securities and property pledged or to be pledged with The Trustee under said Prior Lien Mortgage or with The Trustee hereunder, shall be sold as for all The purposes of this indenture and shall be held and taken to be fixtures and appurtenances of The said railroads and part Thereof, and are to be used and sold Therewith and not separate Therefrom, except as herein otherwise provided.

Sec. 9. The Trustee, from time to time, may adjourn any sale to be made by it under The provisions of this indenture, by announcement at The time and place appointed for such sale, or for such adjourned sale or sales; and without further notice or publication, it may make such sale at The time and place to which The same shall be so adjourned.

Sec. 10. The receipt of the Trustee shall be a sufficient discharge to the purchaser or purchasers of the property sold as aforesaid, for The purchase money, and no such purchaser

or purchasers, or his, their or its representatives, assignees, grantees or assigns, after paying such purchase money and receiving such receipt, shall be bound to see to the application of such purchase money upon, or for, any trust or purpose of this indenture or in any manner whatsoever be answerable for any loss, misapplication, or non-application of any such purchase money or any part thereof, or be bound to inquire as to the authorization, necessity, expediency or regularity of any such sale.

Sec. 11. In case of any such sale, whether under the power of sale hereby granted, or pursuant to judicial proceedings, the whole of the principal sum of the bonds hereby secured, if not previously declared due, shall at once become due and payable anything in said bonds or in this indenture to the contrary notwithstanding.

In case the railways, property and premises subject to the lien of said Prior Lien Mortgage shall be sold by the trustee under said Prior Lien Mortgage by reason of the power of sale thereby conferred upon such trustee, or pursuant to judicial proceedings, by reason of any default under said Prior Lien Mortgage, or under any other prior mortgage or lien, then in any such case the principal of all the bonds hereby secured shall forthwith become due and payable, anything contained in the said bonds or in this indenture to the contrary notwithstanding.

Sec. 12. The proceeds or avails of any such sale, whether under the power of sale hereby granted or pursuant to judicial proceedings and the purchase money paid therefor, together with any sums which may be held by the Trustee under any of the provisions of this indenture, at the time of or after such sale as part of the trust estate, or the proceeds thereof, shall be applied as follows:

First. To the payment of the costs and expenses of such sale, including a reasonable compensation to the Trustee, its agents, attorneys and counsel, and of all expenses, liabilities and advances made and incurred by the Trustee in managing and maintaining the property hereby conveyed or so intended to be, and of all taxes, assessments or liens prior to the lien of these presents, except any taxes, assessments or other superior liens to which such sale shall have been made subject.

Second. To the payment of the whole amount then owing or unpaid upon the bonds hereby secured for principal and interest, with interest at the rate of four per cent.

per annum on the overdue installments of interest, and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon the said bonds, then to the payment of such principal and interest, without preference or priority of principal over interest, or of interest over principal, or of any installment of interest over any other installment of interest, ratably to the aggregate of such principal and the accrued and unpaid interest, subject, however, to the provisions of Section 1 of this Article.

Third. To the payment of the surplus, if any, to the Railway Company, its successors or assigns, or to whomsoever may be lawfully entitled to receive the same.

Sec. 13. The Railway Company covenants that in case (1) default shall be made in the payment of any interest on any bonds at any time outstanding and secured by this indenture, or in case (2) default shall be made in the payment of the principal of any such bonds when the same shall become payable, whether at the maturity of said bonds or by declaration as authorized by this indenture, or by a sale of the mortgaged premises as hereinbefore provided, then, upon demand of the Trustee, the Railway Company will pay to the Trustee the whole amount of the interest or of the interest and principal due and payable on all the bonds hereby secured then outstanding, with interest at the rate of four per cent. per annum upon the over-due principal and installments of interest; and in case the Railway Company shall fail to pay the same forthwith, upon such demand, the Trustee in its own name and as trustee of an express trust, shall be entitled to recover judgment for the whole amount so due and unpaid.

The Trustee shall be entitled to recover judgment as aforesaid either before or after or during the pendency of any proceedings for the enforcement of the lien in this indenture upon the mortgaged and pledged premises, and the right of the Trustee to recover such judgment shall not be affected by any entry or sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the provisions of this indenture or the foreclosure of the lien thereof; and in case of a sale of the mortgaged premises and of the application of the proceeds of sale to the payment of the mortgage debt, the Trustee, in its own name and as Trustee of an express trust, shall be entitled to enforce payment of, and to receive, all amounts then remaining due and unpaid upon any and all of the bonds issued hereunder and then outstanding, for the

benefit of the holders thereof, and shall be entitled to recover judgment for any portion of the mortgage debt remaining unpaid, with interest. No recovery of any such judgment by the Trustee and no levy of any execution upon any such judgment upon property subject to the lien of this indenture, or upon any other property, shall in any manner, or to any extent, affect the lien of the Trustee upon the mortgaged premises or any part thereof, or any rights, powers or remedies of the Trustee hereunder, or any rights, powers or remedies of the holders of the bonds hereby secured, but such lien, rights, powers and remedies shall continue unimpaired as before.

Any moneys collected by the Trustee under this Section shall be distributed and paid over by it to the persons registered as holders of the registered bonds at the time of payment, and the persons presenting the coupon bonds and coupons for such payment, without any preference or priority of any kind and notably according to the amounts which shall have become due upon such bonds and coupons respectively.

Sec. 14. The Railway Company will not at any time insist upon or plead or in any manner whatever claim or take the benefit or advantage of any stay or extension law now or at any time hereafter in force in any locality where the mortgaged premises or other property subject hereto, or any part of either, may be situate, nor will it claim, take or insist on, any benefit or advantage from any law now or hereafter in force providing for the valuation or appraisement of the mortgaged premises or other property subject hereto, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provision herein contained, or to the decree of any court of competent jurisdiction; nor after any such sale or sales will it claim or exercise any right under any statute enacted by the Congress of the United States, or by the Legislature of any State, to redeem the property so sold or any part thereof; and it hereby expressly waives all benefit and advantage of any such law or laws; and it covenants that it will not hinder, delay or impede the execution of any power herein granted and delegated to the Trustee, but that it will suffer and permit the execution of every such power as though no such laws had been made or enacted.

Sec. 15. Upon filing a bill in equity, or upon commencement of any other judicial proceedings to enforce any right of the Trustee or of the bondholders under this indenture, the Trustee shall be entitled to exercise the right of entry herein conferred and also any and all other rights and powers herein and hereby conferred and provided to be exercised by the Trustee upon the occurrence and continuance of default as hereinbefore provided; and, in any case of any default entitling the Trustee to enter, as provided in Section 2 of Article Four hereof, the Trustee, as matter of right, shall be entitled to the appointment of a Receiver of the premises hereby mortgaged, and of the earnings, income, revenues, rents, issues or profits thereof, with such powers as the Court making such appointment shall confer; but notwithstanding the appointment of any Receiver, the Trustee shall be entitled, as pledgee, to continue to retain possession and control of any and all stocks, bonds, cash and other property which shall have been delivered to and pledged with the Trustee hereunder, and to have and exercise all rights conferred upon it under Section 2 of this Article in respect of the stocks, bonds and other property in the possession of the Trustee of said Prior Lien Mortgage, and subject to the lien hereof.

Sec. 16. The Railway Company, at any time hereafter, before full payment of the bonds secured hereby, and whenever it shall deem expedient for the better security of such bonds, although there be then no default entitling the Trustee to enter into possession, may, with the consent of the Trustee, surrender and deliver to the Trustee full possession of the whole or any part of the property, premises and interests hereby conveyed or intended so to be, for any period, fixed or indefinite. Upon such surrender and delivery to the Trustee, with its consent, the Trustee shall enter into and upon the premises so surrendered and delivered, and shall take and receive possession thereof for such period, fixed or indefinite, as aforesaid, without prejudice, however, to its right at any time subsequently, when entitled thereto by any provision hereof, to insist upon and to maintain such possession, though beyond the expiration of any prescribed period. Upon any such voluntary surrender and delivery of said property and premises, or of any part thereof, the Trustee, from the time of its entry, shall work, maintain, use, manage, control and employ the same in accordance with the provisions of this Indenture

and shall receive and apply the income and avenues thereof as provided in Section 2 of this Article. Upon application of the Trustee, and with consent of the Railway Company if there be then no subsisting default hereunder, and without such consent if there shall then be a subsisting default, entitling the Trustee to enter, as provided in Section 2 of this Article hereof, a Receiver may be appointed to take possession of, and to operate, maintain and manage the whole or any part of said property, wheresoever the same may be situated, with all the rights, powers and duties by this Section conferred upon the Trustee, and the Railway Company shall transfer and deliver to such Receiver all such property in its possession wheresoever the same may be situated; provided, however, that notwithstanding the appointment of any such Receiver, the Trustee as pledgee, shall be entitled to retain possession and control of the stocks, bonds, cash and other property which shall have been delivered to and pledged with the Trustee hereunder, and to have and exercise all rights conferred upon it by Section 2 of this Article in respect of all stocks, bonds and other property in the possession of the Trustee under said Prior Lien Mortgage, and subject to the lien thereof.

Sec. 17. No holder of any bond or coupon hereby secured shall have any right to institute any suit, action or proceeding in equity or at law for the foreclosure of this indenture or for the execution of any trust thereof, or for the appointment of a Receiver, or for any other remedy hereunder, unless such holder shall previously have given to the Trustee written notice of such default and of the continuance thereof as herein before provided, nor unless, also, the holders of twenty-five per cent. in amount of the bonds hereby secured and then outstanding shall have made written request of the Trustee, and shall have offered to it reasonable opportunity either itself to proceed to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its own name nor unless, also, they shall have offered to the Trustee adequate security and indemnity against the cost, expenses and liabilities to be incurred therein or thereby; and such notification, request and offer of indemnity are hereby declared, in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this indenture and to any action or cause of action, for foreclosure or for the appointment of a Receiver, or for any other remedy hereunder; it being understood and intended that no one or more holders of bonds and coupons shall have any right in any manner whatever to affect, disturb or prejudice the lien of this indenture by his or their action, or to enforce any right hereunder, except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all holders of such outstanding bonds and coupons.

Sec. 18. Except as herein expressly provided to the contrary, no remedy herein conferred upon or reserved to the Trustee, or upon or to the holders of bonds hereby secured, is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Sec. 19. In case of any sale hereunder, any and all purchasers in making settlement or payment, shall be entitled to turn in any bonds and any matured and unpaid coupons hereby secured estimating the value of such bonds and interest obligations for that purpose at the amount payable out of the net proceeds of such sale to the holder or holders of such bonds and coupons as his or their ratable share of such net proceeds, after allowing for the proportion of the total payment required to be made in cash for the cost and expenses of the sale or otherwise; and if such share of net proceeds shall be less than the amount then due upon such bonds and coupons, such purchaser or purchasers may make such settlement by receipting on the bonds the amount to be credited thereupon; any at any such sale any bondholders may bid for and purchase such property, and, upon compliance with the terms of sale, may hold, retain, and dispose of, such property without further accountability therefor.

Sec. 20. No delay or omission of the Trustee, or of any holder of bonds hereby secured, to exercise any right or power arising from any default continuing as aforesaid shall impair any such right or power, or shall be construed to be a waiver of any such default, or an acquiescence therein.

Article Five.

Any request or other instrument required by this indenture to be signed and executed by bondholders may be in any number of concurrent instruments of similar tenor, and may be signed or executed by such bondholders in person or by

agent appointed in writing. Proof of the execution of any such request or other instrument, or of a writing appointing any such agent, and of the holding by any person of coupon bonds transferable by delivery, shall be sufficient for any purpose of this indenture, if made in the following manner: —

The fact and date of the execution by any person of any such request, or other instrument, or writing, may be proved by the certificate of any notary public, or other officer authorized to take acknowledgments of deeds to be recorded in New York, that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution. —

The amount of coupon bonds transferable by delivery, held by any person executing any such request or other instrument as the holder of bonds, and the amounts and issue numbers of the bonds held by such person, and the date of his holding the same, may be proved by a certificate executed by any trust company, bank, bankers or other depositary (wherever situated), whose certificate shall be deemed by the Trustee to be satisfactory, showing that such person had on deposit with such depositary the bonds described in such certificate at the date therein mentioned. The ownership of registered coupon bonds or of registered bonds without coupons shall be proved by the registers of such bonds as provided in Section 2 of Article Two hereof. Such proof shall be conclusive in favor of the Trustee with regard to any action taken by it under such request or other instrument.

Article Six.

Upon the written request of the Railway Company approved by a resolution of its Board of Directors or Executive Committee, the Trustee, from time to time, while the Railway Company is in possession of the mortgaged premises, but subject to the conditions and limitations in this Section prescribed, and not otherwise, shall release from the lien and operation of this indenture any part of the mortgaged premises (excepting the land grant now or formerly of the Northern Pacific Railroad Company) then subject thereto: provided (1), that no part of the lines of track or of the right of way acquired in the operation of the mortgaged railways shall be released unless the Railway Company shall have ceased to use the same in the operation of its lines of railroad, and no part of such railway shall be released

if thereby the continuity of the lines of railway of the Railway Company shall be broken; and (2) that no part of the mortgaged premises appurtenant or incidental to the maintenance or operation of any part of the lines of railway subject to the lien of this indenture shall be released hereunder, unless at the time of such release the same shall no longer be requisite for any purpose for which it shall have been acquired or used, and shall no longer be necessary or expedient to be retained in connection with such lines of railway or in the business of the Railway Company, to such release shall be made unless the Railway Company shall have sold, or shall have contracted to exchange for other property, or to sell the property so to be released; and, unless some other disposition thereof be required by some prior mortgage, the proceeds of any and all such sales, and all moneys received as compensation for any property subject to this indenture taken by exercise of the power of eminent domain either shall be added to the Cash Fund under Section 3 of Article Eight hereof or shall be set apart and applied, with the approval of the Trustee, to the purchase of other property, real or personal, which shall become vested in trust by the Railway Company to the Trustee, subject to all the trusts hereby declared, or in betterments of or improvements upon any part of the mortgaged premises. Any new property acquired by the Railway to take the place of any property released hereunder, ipso facto, shall become and be subject to the lien of this indenture, as fully as if specifically mortgaged hereby but, if requested by the Trustee, the Railway Company will convey the same to the Trustee by appropriate deeds upon the trusts and for the purposes of this indenture. —

The Railway Company, from time to time, while in possession of the mortgaged premises, shall also have full power, in its discretion, to dispose of any portion of the machinery, equipments and implements, at any time held or acquired for the use of any lines of railway which may have become unfit for such use, replacing the same by new machinery, equipment or implements which shall become subject to the operation of this indenture. In no event shall any purchaser or purchasers of any property sold or disposed of under any provision of this Article of this indenture be required to see to the application of the purchase money. —

In case the mortgaged premises shall be in the possession of a Receiver lawfully appointed, the powers in and by this Section conferred upon the Railway Company may be exer-

cised by such Receiver with the approval of the Trustee; and if the Trustee shall be in possession of the mortgaged premises under any provision of this indenture, then all the powers by this Section conferred upon the Railway Company may be exercised by the Trustee in its discretion. ——

A certificate signed by (1) the President or a Vice-President and (2) the Chief Engineer of the Railway Company may be received by the Trustee as conclusive evidence of any of the facts mentioned in this Section and shall be full warrant to the Trustee for its action in the faith thereof; but the Trustee, in its discretion, may require such further and additional evidence as to it may seem reasonable. ——

Article Seven.

In case at any time it shall become necessary or, in the judgment of the Trustee, shall be for the interest of the holders of bonds hereby secured, or for the benefit of the mortgaged property, that the Railway Company shall make changes or alterations in, or substitutions of, any leases, trackage rights or contracts by which the Railway Company shall have secured access to any point or points, the Railway Company, with the written consent of the Trustee may make any such changes, alterations or substitutions and may make, or cause to be made, executed and delivered all such instruments in writing as may be proper and necessary to carry out and perfect any and all changes alterations, or substitutions, authorized in this section.

At the same time, provision shall be made by instruments in writing satisfactory to the Trustee, so that such modified, altered or substituted leases, contracts or trackage rights, forthwith shall become bound by, and be subject to, the terms of this indenture in the same manner, as the prior leases, contracts and trackage rights. ——

Article Eighth.

Section 1: The Railway Company, at all times, shall be at liberty to contract for the sale of any parcel or parcels of the said lands granted by Congress, as aforesaid, to the Northern Pacific Railroad Company (whether or not heretofore patented and conveyed by, or subject to the lien of, these presents, at such prices, and upon such terms of payment, as shall not, within twenty days after the Railway Company shall have given notice thereof in writing to the Trustee, be disapproved by the Trustee as unreasonable and improper; and

such sale or sales may be for cash or on credit, or partly for cash and partly on credit, and similarly the Railway Company may make any compromises or settlements with purchasers in respect of lands now or hereafter sold. Upon the sale or sales of any of said lands, and upon receipt of the proceeds of such sale or sales, the Trustee, by deed or deeds executed by it, or its authorized attorney, shall release the lands so sold from the lien created hereby, so that the purchaser or purchasers thereof shall take and hold the same free from any encumbrance arising by reason of these presents. If any such sale or sales be made on credit, in whole or in part, there shall be made with the purchaser or purchasers a duplicate agreement in writing for the conveyance of the lands so sold to such purchaser or purchasers, his or their heirs or assigns, when full payment therefor shall have been made, as in such agreement in writing stipulated, and the Trustee shall receive the duplicate originals of all such agreements executed on the part of the purchasers or purchasers, and by itself, or by the Land Commissioner of the Railway Company, shall hold the same. The Trustee shall receive all moneys paid upon such purchase or purchases, subject only to deductions for expenses as hereinafter provided, and shall hold all moneys so received for the purposes and upon the trusts herein provided, in respect to the proceeds of the sales of lands; and upon full payment of the purchase money, or upon compromise or settlement therefor as aforesaid, the Trustee, in manner aforesaid, shall release the lands so sold and paid for, from the lien created and existing by reason of these presents; or, if, for any reason, it shall be expedient to accept from the purchaser a bond and mortgage for the amount of the purchase money left unpaid, the Trustee, in manner aforesaid, may release the land so sold from the lien and incumbrance of these presents, upon receiving the cash portion of the purchase money, and the personal bond of the purchaser for the remainder, conditioned in double the amount of the unpaid portion of the purchase price for the payment of the same, in installments or otherwise, within a period not exceeding ten years from the date of such purchase, with interest thereon payable semi-annually, to-gether with a purchase money mortgage on said land to secure the payment of such bond, and with the approval of the Trustee the Railway Company may make any compromise or settlement with

any obligation upon any such bond.

Provided, however, That until the said Missouri Division mortgage dated May 1, 1879, and the General First Mortgage dated January 1, 1881, of the Northern Pacific Railroad Company and the said Prior Lien Mortgage of the Railway Company of even date herewith, shall have been fully satisfied, or until the moneys required for the payment of all the bonds thereby secured shall have been deposited for the redemption thereof by means and operation of their respective sinking funds, or otherwise, the said lands granted by Congress and thereby conveyed, subject to the said mortgages respectively, may and shall be sold and disposed of, conveyed and released, and the proceeds of their sales applied, according to the provisions, terms and conditions of the said mortgages and solely for the purposes therein mentioned, in the same manner and with the same effect as if this indenture had never been made, and entirely and absolutely free and clear of any lien or incumbrance created hereby; and no conveyance by the Trustee or other instrument of release from this indenture, shall be required for that purpose.

For the purpose of granting and releasing from the lien of these presents, such of said lands and premises as shall thereafter be sold in conformity with this Article, the Trustee may act, and it is hereby authorized and empowered to act, by agent or attorney appointed with the approval of the Railway Company; and all instruments executed and acts done by the agent or attorney of the Trustee, duly appointed for that purpose, in respect of the conveyance or release of lands which shall be sold in conformity with this Article, shall be as valid and effectual to all intents and purposes, if the same be within the scope of the authority of such agent or attorney, as if the same were executed by the Trustee itself; and every such appointment or power of attorney may be revoked by the Trustee at its pleasure and shall be revoked upon the written request of the Railway Company, and the Trustee may remove at pleasure any agent or attorney by it appointed, but no such revocation shall affect any act done by such agent or attorney, prior to such revocation, pursuant to the power to him granted.

The Trustee is, and shall be, authorized to allow reasonable compensation to any agents or attorneys appointed by it, with the approval of the Railway Company as aforesaid, and to such agents, clerks and assistants, as it may deem

necessary to employ, and to such agents, clerks and assistants as it may be necessary or proper for the said Railway Company to employ, in regard to the management, settlement and sale of said lands, and the preparation of contracts therefor, and conveyances thereof; and in each and every month the Trustee shall allow to be deducted out of the proceeds of the sales of said lands, an amount sufficient to defray such expenses (together with all arrears for like expenses incurred by the Railway Company since September 1st, 1896, and not reimbursed), if such expenses be reasonable and proper, and in just proportion to the benefit derived by this trust from sales of the said lands. The Trustee shall not be responsible for any error of judgment in allowing any such deduction; and neither the holders of the bonds hereby secured, nor the Trustee, shall, in any manner whatsoever, become, or be, liable or responsible for, or in respect of any such expenses, or any other expenses attending the execution of the trust hereby created.

In no event shall any purchaser or purchasers of any property sold or disposed of, under any provision of this Article, be required to see to the application of the purchase money.

All moneys arising from the sale of the said lands hereby conveyed, in whatsoever manner such sale shall be made, subject only to deduction for expenses, as aforesaid, shall be received by the Trustee, and the surplus thereof remaining after deducting the expenses of the execution of this trust in respect thereof and of the management, settlement and sale of said lands, and after repayment to the Railway Company of its outlays for taxes, assessments, advertising charges, betterments and other proper expenses incurred by it in connection with said lands hereby conveyed, or to promote the sale thereof, shall be used and applied as provided in Sections 2nd 3 of this Article, and are hereby designated by the term "net moneys".

Sec. 2. During each calendar year, or within three months after the expiration thereof, out of one-half of such net moneys received in such calendar year, an amount up to, but not exceeding, in the aggregate $500,000, shall be applied to the purchase of bonds hereby secured at not over 100 per cent. of their par value, such purchase to be made without unnecessary delay in such manner as shall be deemed best by the Railway Company and the Trustee, which immediately thereupon shall cancel all bonds so purchased; and such purchases shall be made whenever $50,000 are

available therefor.

If in any calendar year, or within three months after the expiration of such year, the Trustee shall not be able upon the terms above prescribed to purchase bonds hereby reserved to an amount sufficient to withdraw the portion of such net moneys in such year applicable to such purchase (the portion so applicable not to exceed $1500,000 as aforesaid), then and in every such case, such unapplied balance of such portion of net moneys shall be applied by the Trustee in such manner as the Railway Company and the Trustee may determine, in the purchase of securities in which Savings Banks shall then be authorized under the laws of New York to invest their funds, such securities to be held by the Trustee as a part of the trust estate hereunder; and the Trustee is hereby authorized from time to time in its discretion and with the consent of the Railway Company to dispose of any such securities purchased by the Trustee, and to reinvest the proceeds of such sale in similar manner, or it may apply the same to the purchase and cancellation of General Lien Bonds as aforesaid.

Sec. 3. One half of all such net moneys mentioned in Sections 1 and 2 of this Article, received in any calendar year and such portion of the other one half received in such year as may have been in excess of $500,000, and also, in the cases therein before indicated, any moneys received by the Trustee on account of any bonds subject to the lien hereof, and any moneys received by the Trustee as the proceeds of any shares of stock or claims held by the Trustee hereunder upon the liquidation or dissolution of the company which issued such stock or is liable upon such claims (but not any interest on bonds, or dividends on stocks, or principal or interest of claims or indebtedness which the Railway Company shall be entitled to receive under any provision of this indenture) and also the net proceeds of sales of bonds reserved under Section 4 of Article One hereof, shall be held by the Trustee separate and apart from all other funds under this indenture as a Cash Fund to be paid over to the Railway Company, from time to time, for the following purposes, or some one or more of them, viz:

For the construction or acquisition, on and after January 1st, 1897, of branch lines, extensions, terminal properties, rolling stock or other additional property; or for the construction of betterments, subsequent to said date; all such construction, or betterments, or property acquired, to be upon, along or appurtenant to lines of railway, branches or terminal properties of the Railway Company at the time of such use subject to the lien of this indenture, or upon, along or appurtenant to the lines of railway or the terminal properties of some one or more of the companies mentioned in the schedule of stocks in the granting clauses hereof (other than the Duluth Union Depot and Transfer Company, Minnesota Transfer Railway Company, St. Paul Union Depot Company, Northern Pacific Boat Company and Northern Pacific Express Company) or of any other company of whose capital stock at least a majority in amount shall be subject to the lien hereof, it being intended that such branch lines, extensions or terminal properties or other new property may be constructed or acquired by and in the name of the Railway Company, or by or for account of any such other company; or for the acquisition after that date of shares, bonds or other obligations of a company owning any such branch lines, extensions, terminal property, rolling stock or other additional property (provided that a majority in amount of the total stock of such company shall thereby be obtained or previously shall have been obtained and pledged with the Trustee aforesaid First Lien Mortgage or with the Trustee hereunder, and provided further that, after the acquisition of a majority of the capital stock of any such company, no bonds, shares or other obligations of such company, thereafter issued, shall be acquired hereunder, unless a sum equal to the entire proceeds of the bonds issued therefor shall have been applied by such company to the acquisition or construction of new property or betterments); or to reimburse the Railway Company for outlays by it made for any such construction or acquisition in or subsequent to January 1st, 1897.

The cash so set apart under this section by the Trustee be paid to the Railway Company, or upon its order, as follows, viz:

1) At any time upon resolution or resolutions of the Board of Directors of the Railway Company, such sum as shall be called for by such resolutions, but not exceeding $500.000 shall be so paid over out of any such Cash Fund at the time of such call in the possession of the Trustee.

2) After such first payment there shall be paid over to the Railway Company out of such Cash Fund from time to time such sums, not exceeding $500,000 in any one payment, as from time to time shall be on hand and shall be specified in similar resolutions; but in every instance, before paying over

any sums under this Section (except the first payment hereunder), the Trustee shall require the Railway Company to furnish, in addition to such resolution of the Board, the verified certificate or certificates of some person or persons stating as of his or their own knowledge

(a) that all such cash paid over under this Section since the last previous verified certificate has been used for the purposes hereinbefore authorized in this Section, or for some one or more of them, or to reimburse the Railway Company as above provided specifically indicating every such acquisition or construction of any railroad, track, structure, betterment, rolling stock or other property, and every such acquisition of the bonds or stock of any company owning any railroad or other property (which bonds or stock shall be acquired only when a majority of the total capital stock of such company shall be thereby obtained unless previously thereto such majority shall have been acquired and pledged under said Prior Lien Mortgage or under this indenture) and also stating in detail the amount of cash expended for each and every such purpose and whether such acquisition was by or in the name of the Railway Company, or by or for account of any other company as herein authorized, also that no acquisition, construction or expenditure stated in such certificate was stated in any previous certificate;

(b) that the price paid in cash for such construction or acquisition was not in excess of the fair value of the work done or property acquired;

(c) that no expenditure in such certificate mentioned as having been made out of the cash fund reserved under this Section or for which reimbursement is claimed out of such cash fund was made, and that the Railway Company has not been reimbursed therefor, out of Prior Lien Bonds certified and delivered by the Trustee under Section 4 of Article One or the proceeds of such bonds, or out of the cash fund under Section 3 of Article Eight, of said Prior Lien Mortgage.

(d) In case of the acquisition or construction of any new property, such certificate shall also state whether the property acquired is subject to any mortgage debt or lien or charge other than any of the mortgages hereinbefore recited subject to which this indenture is made, (2) mortgage bonds, or other liens or charges held by the Trustee hereunder, or in respect of which bonds shall have been reserved under Section 4 of Article One of said Prior Lien Mortgage or

money shall have been reserved under Section 3 of Article Eight of said Prior Lien Mortgage, and (3) any undetermined liens or charges incidental to construction; and in case of the acquisition of any shares of the capital stock, bonds or other indebtedness of any other company, such verified certificate shall state whether the property of such company is known or believed to be subject to any lien or charge or whether such company is known or believed to have any indebtedness, except ordinary operating accounts and except indebtedness to the Railway Company and liens, charges and indebtedness held by the Trustee hereunder, or in respect of which bonds or money shall have been reserved under Section 4 of Article One, or Section 3 of Article Eight, of said Prior Lien Mortgage, such verified certificate in each instance specifying the amount of any such lien, charge or indebtedness.

Any such verified certificate under this Section may state any other facts pertaining to the right to pay over cash under this Section.

(3) The Railway Company shall not by use of the cash fund under this Section in any one calendar year acquire or construct new property, or acquire shares in any other company if the amount of the mortgage or other liens and charges prior to this indenture, upon such new property acquired or constructed in that year, and any and all indebtedness of such other company or companies whose stock shall be acquired in such year shall, in the aggregate, exceed $50,000,000 - except, however, said hereinbefore recited mortgages subject to which this indenture is made, and any mortgage bonds or other lien, charge or indebtedness, held by the Trustee hereunder, or in respect of which bonds or money shall have been reserved under Section 4 of Article One or Section 3 of Article Eight of said Prior Lien Mortgage, and except also undetermined liens or charges incidental to construction and ordinary operating accounts and indebtedness of any such other company to the Railway Company.

In case by use of such cash fund there shall be acquired or constructed any property subject to any such certified lien, charge or indebtedness, or in case by such use there shall be purchased any shares in a company certified to be indebted as aforesaid (not including, however, liens, charges and indebtedness of the classes above excepted), then and thereafter all moneys in such fund, from time to time, up to the par amount

of such certified liens, charges and indebtedness, shall be applied only to the retirement or acquisition of such certified liens, charges and indebtedness, at not above the par amount thereof, or to creating a suitable reservation in money therefor until the whole amount of such liens, charges and indebtedness, as certified to the Trustee, shall have been retired or acquired, or as provided for. _____

Every such verified certificate, unless signed by (1) the President or one of the Vice Presidents, and (2) by the Comptroller or Auditor or Treasurer of the Railway Company, shall be accompanied by the written statement of one of the officers first above designated, and not of the officers secondly above designated, that they believe such certificate to be true, and that the cash received from the said Fund, therein accounted for, has been used, and the expenditures therein certified have been made, only for purposes properly chargable to capital account of the Railway Company, and that no part thereof has been used for ordinary maintenance of the lines of railway or of other property owned or in any way controlled by the Railway Company or for replacements or other purposes ordinarily treated by railroad companies as a part of their operating expenses. Such statements and verified certificates shall be delivered to the Trustee hereunder, and there shall simultaneously be delivered to the Trustee of said Prior Lien Mortgage (or, if said Prior Lien Mortgage shall have been satisfied, then to the Trustee hereunder) all bonds and the certificates for all shares of stock so acquired, and such further instruments and conveyances as may be necessary to vest in the Trustee of said Prior Lien Mortgage and in the Trustee hereunder all such property so acquired, and, so far as may be, any and all other liens, charges or indebtedness acquired under provisions of this Section; and also the written opinion of counsel for the Railway Company to the effect that such instruments and conveyances are sufficient for that purpose, or that no additional instrument or conveyance is necessary. The certificates for all shares of stock so acquired (except such number of shares as may be required to qualify directors), shall be duly transferred into the name of the Trustee under said Prior Lien Mortgage (or, if said Prior Lien Mortgage shall have been satisfied, then into the name of the Trustee hereunder); and, if practicable, any bonds so acquired shall be transferred in like manner, or, if not susceptible of such transfer,

shall be plainly endorsed as the property of the Trustee of said Prior Lien Mortgage, or if it shall have been satisfied, then of Trustee hereunder. Such resolutions, statements, verified certificates and opinion shall be deemed and taken as plenary authority to the said Trustee for its payment of such cash and a receipt signed by the Trustee of the Prior Lien Mortgage for any bonds and certificates of stock delivered to it shall be sufficient evidence to the Trustee hereunder of such delivery. _____

Article Nine.

Sec. 1. The Trustee shall not be answerable for the default or misconduct of any agent or attorney appointed by it in pursuance hereof, if such agent or attorney shall have been selected with reasonable care; or for anything whatever, in connection with this Trust, except wilful misconduct or gross negligence. The Trustee shall not be personally liable for any debts contracted by it or for damages to persons or property carried or injured or for salaries or non-fulfillment of contracts, during any period wherein the Trustee shall manage the Trust property or premises upon entry or voluntary surrender as aforesaid. The Trustee shall not be under any obligation to take any action towards the execution or enforcement of the trust hereby created which, in its opinion, shall be likely to involve it in expense or liability, unless one or more of the holders of the bonds hereby secured shall, as often as required, by the Trustee, furnish it reasonable indemnity against such expense or liability; nor shall the Trustee be required to take notice of any default hereunder unless notified in writing of such default by the holders of at least five per cent. of the bonds hereby secured then outstanding, or to take any action in respect of any default unless requested in writing to take action in respect thereof by the holders of not less than twenty-five per cent. of the bonds hereby secured then outstanding, and tendered reasonable indemnity as aforesaid, anything herein contained to the contrary notwithstanding; but neither any such notice or request, nor this provision therefor, shall affect any discretion herein given to the Trustee to determine whether or not it shall take action in respect of such default, or to take action without such request. The Trustee shall not be responsible for the recording of this indenture or for the filing of the same as a chattel mortgage _____

The Trustee shall be entitled to reasonable compensation for all services rendered by it in the execution of the trusts hereby creat-

Sec. 2. The Trustee, or any Trustee hereafter appointed, may resign and be discharged of the trusts created by this indenture by giving notice thereof to the Railway Company and to the bondholders, by publication, at least twice a week, for four successive weeks in one newspaper at that time published in New York, N.Y., one newspaper published in London, England, and one newspaper published in Berlin, Germany, and by the expiration of the newspaper notice required. _____

The Trustee may be removed at any time by an instrument in writing under the hands of three-quarters in amount of the holders of the bonds secured hereby and then outstanding.

Sec. 3. In case at any time the said Trustee, or any Trustee hereafter appointed, shall resign or be removed or otherwise become incapable of acting, a successor, or successors, may be appointed by the holders of a majority in amount of the bonds hereby secured and then outstanding, by an instrument or concurrent instruments signed by such bondholders or their attorneys in fact duly authorized; provided, nevertheless, and it is hereby agreed and declared that, in case at any time there shall be a vacancy in the office of Trustee hereunder, the Railway Company, by an instrument executed by order of its board of directors, may appoint a Trustee to fill such vacancy until a new Trustee shall be appointed by the bondholders or as hereinafter authorized. The Railway Company shall thereupon publish notice of such appointment once a week for six successive weeks in a newspaper published in New York, N. Y.; a newspaper published in London, England; and a newspaper published in Berlin, Germany; and any new Trustee so appointed by the Railway Company shall immediately and without further act be superseded by a Trustee appointed in the manner above provided by the bondholders prior to the expiration of ninety days after such publication of notice. In case no such appointment shall be made by the bondholders prior to the expiration of such ninety days, a new Trustee, to supersede the Trustee appointed by the Railway Company, may nevertheless be appointed by any judge of the United States Circuit Court for the Eighth Circuit or by any court of competent jurisdiction in the premises upon the application of a one-quarter in amount of the bondholders. Every such Trustee appointed in place of The Farmers Loan and Trust Company

or its successor in the trust, shall always be a trust company in good standing, doing business in the City of New York, and having a capital and surplus aggregating at least $2,000,000, if there be such a trust company willing and able to accept the trust upon reasonable or customary terms. _____

Any new Trustee appointed hereunder shall execute, acknowledge and deliver to the Trustee last in office and also to the Railway Company an instrument accepting such appointment hereunder, and thereupon such new Trustee shall become vested with all the estates, properties, rights, powers and trusts of its or his predecessor in the trust hereunder with like effect as if originally named as Trustee herein; but the Trustee ceasing to act shall, nevertheless, on the written request of the new Trustee, execute and deliver an instrument transferring to such new Trustee, upon the trusts herein expressed, all the trust estates, properties, rights, powers and trusts of the Trustee so resigning or removed, and shall duly assign, transfer and deliver any stocks, bonds or other property and moneys held by such Trustee to the new Trustee so appointed in its or his place. _____

Should any deed, conveyance or instrument in writing from the Railway Company be required by any new Trustee, for more fully and certainly vesting in and confirming to such new Trustee such estates, rights, powers and trusts, any and all such deeds, conveyances and instruments in writing shall, on request be made, executed, acknowledged and delivered by the Railway Company. _____

Sec. 4. If at any time or times, in order to conform to any law of any State in which the Railway Company now holds or at any time hereafter shall hold any property, the Railway Company shall so request, the Trustee shall unite with the Railway Company in the execution, delivery and performance of all instruments and agreements necessary or proper to constitute an additional trustee or trustees to be vested jointly with the Trustee originally named herein or its successor, with any and all estates, rights, powers and duties originally vested in the trustee hereunder; provided, however, (1) that the bonds secured hereby shall be certified and delivered, and all powers conferred upon the Trustee under Article I. hereof shall be exercised, only by the Farmers Loan and Trust Company, party of the first part, or a trust company appointed and acting as its successor in the trust

hereunder; (2) That the custody of all the stocks, bonds and other property and cash held by the Trustee under this indenture, and all rights, powers and duties with respect to the administration, management and disposition thereof, including the rights, powers and duties vested in the Trustee under Articles Twelfth Eighth of this indenture, shall and vest in any such additional Trustee, but shall remain vested solely in the Farmers Loan and Trust Company or any trust company which may have been appointed and be acting as its successors in the trust hereunder, and (3) that no powers shall be exercised hereunder by such additional Trustee, except jointly with, or with the consent of, the Farmers Loan and Trust Company, or any trust company which may have been appointed and be acting as its successor in the trust.

It is further understood and agreed that, notwithstanding the appointment of such additional trustee, so far as the same legally can be done, each and every power vested in the Trustee shall be vested in and exercised by the Farmers Loan and Trust Company and any trust company which may have been appointed and be acting as its successor in the trust hereby created, without the joint action of such additional trustee, and that any notice, request or other writing by or in behalf of the bondholders delivered solely to the said trust company, or its successor in the trust, shall be deemed delivered to any and all the trustees hereunder as effectually as if delivered to each of them, and that any additional trustee hereunder, by accepting the trust, shall, so far as may be, delegate to the Farmers Loan and Trust Company and its successor in the trust full authority and power to do in the joint names of the trustees all acts and instruments required to be done or executed by the trustees jointly.

Article Ten.

No recourse under any obligation, covenant or agreement of this indenture or of any bond or coupon hereby secured, shall be had against any incorporator, stockholder, officer or director of the Railway Company, or of any successor corporation, either directly or through the Railway Company, by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise; it being expressly agreed and understood that this mortgage and the obligations hereby secured are solely corporate obligations and that no personal liability whatever shall attach to, or be incurred by the

incorporators, stockholders, officers or directors of the Railway Company, or of any successor corporation or any or either of them, under or by reason of any or either of the obligations, covenants or agreements in this indenture, or in any of the bonds or coupons hereby secured, expressed and contained or implied therefrom and that any and all personal liability of every name and nature, either at common law or in equity, or by statute, of every such incorporator, stockholder, officer or director, is hereby expressly waived as a condition of and consideration for, the execution and issue of this mortgage and such bonds and coupons.

Article Eleven.

Section 1. Until some default shall have been made in the due and punctual payment of the interest, or of the principal of the bonds hereby secured, or of some part of such interest or principal or in the due and punctual performance and observance of some covenant or condition hereof obligatory upon the Railway Company, and, until such default shall have continued beyond the period of grace, if any, herein provided in respect thereof or until the Railway Company voluntarily shall have surrendered possession to the Trustee as herein permitted, the Railway Company, its successors and assigns, shall be suffered and permitted to retain actual possession of all the premises hereby mortgaged (other than bonds, certificates of stock, cash and other property pledged or to be pledged hereunder with the Trustee) and the same and every part thereof, with the rights and franchises appertaining thereto, and the tolls, income, rents, issues and profits thereof, to manage, operate, collect, receive, use and enjoy in any manner not inconsistent with the provisions hereof. _____

Sec. 2. If, when the bonds hereby secured shall have become due and payable, the Railway Company shall well and truly pay or cause to be paid the whole amount of the principal money and interest due upon all of the bonds and coupons for interest thereon hereby secured then outstanding, or shall provide for such payment by depositing with the Trustee hereunder for the payment of such bonds and coupons the entire amount due thereon for principal and interest, and shall also pay or cause to be paid all other sums payable hereunder by the Railway Company, and shall well and truly perform all the things herein required to be performed by it according to the true intent and meaning of this indenture, then and in that case all property, rights and interests hereby conveyed or pledged shall revert to the Railway Company, and the estate,

The Trustee shall thereupon cause, determine and become void and
right, title and interest of the Trustee in such cases on demand of
the Railway Company and at its cost and expense, shall enter
satisfaction of this indenture upon the records; otherwise, the same
shall be continue and remain in full force and virtue.

Article Twelve.

Sec. 1. All the covenants, stipulations, promises and agreements
of this indenture contained, by or in behalf of the Railway Com-
pany, shall bind its successors and assigns, whether so expressed
or not.

Sec. 2. Nothing contained in this indenture, or in any bond
hereby secured, shall prevent any lawful consolidation or mer-
ger of the Railway Company with any other corporation, or any
conveyance and transfer, subject to the continuing lien of this
indenture and to all the provisions thereof, of all the mortgaged
and pledged premises as an entirety to a railroad corpora-
tion at that time existing under and by virtue of the laws
of the United States or of any State thereof, and lawfully en-
titled to acquire the same; provided, however, that such consol-
idation, merger or sale shall not impair the lien and secu-
rity of this indenture, or any of the rights or powers of the Trus-
tee or of the bondholders hereunder, and that, upon any such
consolidation, merger or sale, the due and punctual pay-
ment of the principal and interest of all of said bonds ac-
cording to their tenor, and the due and punctual performa-
nce and observance of all the covenants and conditions of
this indenture, shall be assumed by the corporation formed
by such consolidation or merger or purchasing as aforesaid.

Sec. 3. In case the Railway Company, pursuant to Section
2 of this Article, shall be consolidated or merged with any other
corporation, or shall sell, convey and transfer, subject to this
indenture, all the mortgaged and pledged premises as an entire-
ty as aforesaid, the successor corporation formed by such
consolidation or into which the Railway Company shall
have been merged, or which shall have purchased and
received a conveyance and transfer as aforesaid, upon exe-
cuting and causing to be recorded an indenture with the
Trustee, satisfactory to the Trustee, whereby such successor
corporation shall assume the due and punctual payment
of the principal and interest of said bonds and the performance
of all the covenants and conditions of this indenture, shall
succeed to, and be substituted for, the Railway Company
party of the first part hereto, with the same effect as if it

had been named herein as such party of the first part; and
such successor corporation thereupon may cause to be signed
and may issue, either in its own name or in the name of
the Northern Pacific Railway Company, any or all of such
bonds which shall not theretofore have been signed by the
Northern Pacific Railway Company and delivered to the
Trustee, and, upon the order of said successor corporation and
subject to all the terms, conditions and restrictions herein
prescribed, the Trustee shall certify and deliver any of such
bonds which shall have been previously signed and delivered
by the officers of the Railway Company to the Trustee for cer-
tification, and any of such bonds which such successor cor-
poration shall thereafter cause to be signed and delivered to
the Trustee for that purpose. All the bonds so issued shall
in all respects have the same legal rank and security as the
bonds theretofore or thereafter issued in accordance with the
terms of this indenture, as though all of said bonds had been is-
sued at the date of the execution hereof.

Sec. 4. For every purpose of this indenture, including the exe-
cution, issue and use of any and all bonds hereby secured, the
term "Railway Company" and "Northern Pacific Railway Com-
pany" include and mean not only the party of the first part
hereto, but also any such successor corporation formed under
the laws of the United States or of any State or States thereof.
Every such successor railroad corporation shall possess and
from time to time may exercise each and every right and pow-
er hereunder of the Northern Pacific Railway Company, in its
name or otherwise.

Sec. 5. Any act or proceeding by any term of this indenture
or of any bond or resolution herein recited, required or provided
to be done or performed by any board or officer of the Railway
Company, shall and may, in event of any change in its exist-
ence, be done and performed with like force and effect by the like
board or officer of any railroad corporation that shall at the
time be lawful sole successor of the Railway Company.

Sec. 6. Nevertheless, before the exercise of the powers conferred
by this article, the Railway Company, by instrument in writ-
ing executed by authority of two-thirds of its board of directors
and delivered to the Trustee, may surrender any of the powers
reserved to the Railway Company or to such successor cor-
poration under this Article and thereupon such power so
surrendered shall terminate.

Article Thirteen.

The Railway Company may deem and treat the bearer of any coupon bond hereby secured, which shall not at the time be registered as hereinbefore authorized, and the bearer of any coupon for interest on any such bond, whether such bond shall be registered or not, as the absolute owner of such bond or coupon, as the case may be, for the purpose of receiving payment thereof and for all other purposes, and the Railway Company shall not be affected by any notice to the contrary.

Article Fourteen.

The Farmers Loan and Trust Company, Trustee, party hereto of the second part, hereby accepts the trusts in this indenture declared and provided, and agrees to perform the same upon the terms and conditions hereinbefore set forth.

The words "the Trustee, or" said Trustee, or any other equivalent term, as used in this indenture (except when otherwise clearly indicated), shall be held and construed to mean the Trustee or Trustees, for the time being, whether original or successor and the words "Trustee," "bond," "bondholder" and "holder" shall include the plural as well as the singular number, and the term "majority" shall signify "majority in amount" whether or not so expressed.

In order to facilitate the record of this indenture, the same may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original; and such counterparts shall together constitute but one and the same instrument.

In Witness Whereof, the Northern Pacific Railway Company, the party hereto of the first part, has caused this indenture to be signed and acknowledged or proved by its President, and its corporate seal to be hereto affixed, and the same to be attested by the signature of its Secretary; and the Farmers Loan and Trust Company, the party of the second part, has caused its corporate seal to be hereunto affixed and attested by its Secretary, and these presents to be signed and acknowledged or proved by its President the day and year first above written.

Northern Pacific Railway Company
By... Edwin W. Winter. President.

Attest:

Geo. H. Earl.
Assistant Secretary.

The Farmers Loan and Trust Company.
By... R. G. Ralston. President.

Attest:

E. D. Thurston. Secretary.

Signed, sealed and delivered in behalf of Northern Pacific Railway Company in the presence of: } P. A. Valon, William H. Clarkson

Signed, sealed and delivered in behalf of The Farmers Loan and Trust Company in the presence of: } P. A. Valon, William H. Clarkson.

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

I, William H. Clarkson, a Commissioner of Deeds in the State of New York, thereto appointed by the Governor of each of the following States:- to wit, the States of Wisconsin, Minnesota, North Dakota, Montana, Idaho, Washington and Oregon- for said States, respectively, and a Notary Public for the City and County of New York, thereto duly appointed by the Governor of the State of New York, do hereby certify that Edwin W. Winter and George H. Earl, whose names are signed to the foregoing mortgage deed hereto attached, bearing date on the 10th day of November, 1896, as President and Assistant Secretary, respectively, of Northern Pacific Railway Company, the corporation described in and which executed the above instrument as mortgagor, with whom I am personally acquainted, and who are to me personally known, and known to me to be the President and Assistant Secretary, respectively, of Northern Pacific Railway Company, the mortgagor therein named, and to be the individuals and identical persons of that name described in and who executed and whose names are subscribed to the within and foregoing instrument as President and Assistant Secretary, respectively, of Northern Pacific Railway Company, personally appeared before me, at my office in said County and Corporation aforesaid, and there and then, being informed of the contents of the said instrument, they did, on this 10th day of November, 1896, acknowledge the due execution of the within and foregoing mortgage deed on the day the same bears date; and

further, did acknowledge said instrument to be the free act and deed of said corporation, and that they had fully and voluntarily executed, signed, sealed and delivered the said instrument as the free and voluntary act and deed of the Northern Pacific Railway Company as aforesaid, for the uses and purposes therein mentioned and contained; and the said Edwin H. Winter and Bruce H. Carl, being by me duly sworn, did depose and say that they resided the said Edwin H. Winter in the City of St. Paul, Minn. and the said Bruce H. Carl in the City of Jersey City, N. J.; that they are, respectively, the President and Assistant Secretary of the Northern Pacific Railway Company the corporation described in and which executed the above instrument; that they knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order.

In Witness Whereof, I have hereunto set my hand and seals of office as Commissioner of Deeds in and for the several States of Wisconsin, Minnesota, North Dakota, Montana, Idaho, Washington and Oregon, and also as Notary Public in and for the City and County of New York, in the State of New York, at my office in said City of New York, this 10th day of November, 1896.

William H. Clarkson

Seal — Commissioner for the State of Wisconsin in New York.

William H. Clarkson

Seal — Commissioner for the State of Minnesota in New York.

William H. Clarkson

Seal — Commissioner for the State of North Dakota in New York.

William H. Clarkson.

Seal — Commissioner for the State of Montana in New York.

William H. Clarkson

Seal — Commissioner for the State of Idaho in New York.

William H. Clarkson

Seal — Commissioner for the State of Washington in New York residing in New York City.

William H. Clarkson

Seal — Commissioner for the State of Oregon in New York

William H. Clarkson

Seal — Notary Public for the City and County of New York in the State of New York

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

I, Henry D. Purroy, Clerk of the City and County of New York, and also Clerk of the Supreme Court for the said City and County, the same being a Court of Record, do hereby certify, That William H. Clarkson, whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the City and County of New York, dwelling in the said City, commissioned and sworn, and duly authorized to take the same. And, further, that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledge is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 10th day of Nov., 1896.

Henry D. Purroy.
Clerk.

Seal

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

I, William H. Clarkson, a Commissioner of Deeds in the State of New York, thereto appointed by the Governor of each of the following States:- to wit, the States of Wisconsin, Minnesota, North Dakota, Montana, Idaho, Washington and Oregon for said States respectively, and a Notary Public for the City and County of New York, thereto duly appointed by the Governor of the State of New York, do hereby certify that Roswell G. Ralston and Edwin S. Marston, whose names are signed to the following mortgage or deed of trust hereto attached bearing date on the 10th day of November, 1896, as President and Secretary, respectively, of the Farmers Loan and Trust Company the corporation described in and which executed the above instrument as mortgagor, with whom I am personally acquainted, and who are to me personally known, and

known to me to be the President and Secretary, respectively, of the Farmers Loan and Trust Company, the mortgagee therein named, and to be the individuals and identical persons of that name described in and who executed, and whose names are subscribed to, the within and foregoing instrument as President and Secretary, respectively, of the Farmers Loan and Trust Company, personally appeared before me, at my office in said County and Corporation aforesaid, and then and there, being informed of the contents of the said instrument, they did on this 10th day of November, 1896, acknowledge the due execution of the within and foregoing mortgage or deed of trust on the day the same bears date; and, further, did acknowledge said instrument to be the free act and deed of said corporation, and that they had fully and voluntarily executed, signed, sealed and delivered the said instrument as the free and voluntarily act and deed of the Farmers Loan and Trust Company, as aforesaid, for the uses and purposes therein mentioned and contained; and the said Roswell G. Rolston and Edwin B. Morston, being by me duly sworn, did depose and say that they resided the said Roswell G. Rolston in the Town of Babylon, N. Y., and the said Edwin B. Morston in the City of Brooklyn, N. Y.; that they are, respectively, the President and Secretary of the Farmers Loan and Trust Company, the corporation described in and which executed the above instrument; that they knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order.

In Witness Whereof, I have hereunto set my hand and seals of office as Commissioner of Deeds in and for the several States of Wisconsin, Minnesota, North Dakota, Montana, Idaho, Washington and Oregon, and also as Notary Public in and for the City and County of New York, in the State of New York, at my office in said City of New York, this 10th day of November, 1896.

William H. Hankerson,
Seal — Commissioner for the State of Wisconsin in New York.
William H. Hankerson
Seal — Commissioner for the State of Minnesota in New York

William H. Hankerson
Seal — Commissioner for the State of North Dakota in New York.
William H. Hankerson
Seal — Commissioner for the State of Montana in New York.
William H. Hankerson
Seal — Commissioner for the State of Idaho in New York.
William H. Hankerson
Seal — Commissioner for the State of Washington, in New York residing in New York City.
William H. Hankerson
Seal — Commissioner for the State of Oregon in New York.
William H. Hankerson
Seal — Notary Public for the City and County of New York, in the State of New York.

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

I, Henry D. Purroy, Clerk of the City and County of New York, and also Clerk of the Supreme Court for the said City and County, the same being a Court of Record, do hereby certify, that William H. Hankerson, whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the City and County of New York, dwelling in the said City, commissioned and sworn, and duly authorized to take the same. And, further, that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 10th day of Nov., 1896.

Henry D. Purroy.
Clerk.

State of Wisconsin } ss.
Department of State.

Received this 14th day of December A. D. 1896 at 9 o'clock A. M. and recorded in Vol. 11 of Railroad Mortgages and Trust Deeds on pages 167 to 240.

H. C. Vanderwerk
Assistant Secretary of State

Mortgage or Deed of Trust

Wisconsin Southern Railway Company

to

The Equitable Trust Company, Trustee

Dated July 1, 1947

This Indenture, made this first day of July in the year of our Lord, one thousand eight hundred and ninety-seven, between The Wisconsin Southern Railway Company, a corporation, organized under the laws of the State of Wisconsin, and hereafter called the Railway Company, party of the first part, and The Equitable Trust Company, a corporation, existing under the laws of the State of Illinois, with its successor in the trusteeship hereafter called the Trustee, party of the second part.

Witnesseth, That whereas, the purposes of said Railway Company, as stated in its articles of association, filed with the Secretary of State of the State of Wisconsin, is to construct or maintain and operate certain lines of railway in the State of Wisconsin, hereafter more particularly described; And

Whereas, said Railway Company proposes to complete and equip said railway ready for operation, also to build extensions, spur tracks and branches of its line, as may be found necessary, to do such business along same, as authorized by law, and as it may deem expedient for that purpose; and

Whereas, said Railway Company is directed and duly authorized by a resolution of its board of directors at a lawful meeting thereof to exercise the borrowing power conferred upon it by the laws of the State of Wisconsin for the purpose of constructing its railway and suitably equipping the same and to acquire by purchase or otherwise any other railway or railroad within its charter limits, by the sale or exchange of its bonds; and also to build said extension, spur tracks and branches, to make And issue its corporate bonds, to be dated the first day of July A. D. 1897, and to mature on the first day of July, Nineteen hundred and forty-seven (1947), in denominations of One Thousand Dollars ($1000.00) each, bearing interest at the rate of five per cent per annum, payable semi-annually on the first days of January and July in each year, provided, however, that the bonds so to be issued shall not exceed Fifteen Thousand Dollars

($15,000.00) per mile of the single track of main line, extensions, spur tracks and branches, including the equipment for the same; and as herein set forth in the bond and mortgage which said bonds and the coupons or interest warrants to be annexed thereto, and the trustee's certificate to be endorsed thereon by the trustee under this mortgage or deed of trust, and numbered consecutively from one upwards, and which shall be in substantially the following

United States of America
State of Wisconsin

Five per cent First Mortgage Gold Bond of the Wisconsin Southern Railway Company

Know All Men By These Presents, That the Wisconsin Southern Railway Company, a corporation, created and existing by and under the laws of the State of Wisconsin, owes and for value received promises to pay the bearer One Thousand Dollars ($1000.00) in gold coin of the United States of America of the present standard of weight and fineness or its equivalent, at the office of the Trustee named herein or its successor in the Trust on the first day of July A. D. 1947, and to pay interest on said principal sum in like gold coin or its equivalent, at the rate of five per cent per annum on the first days of January and July in each year, at the office of the Union Trust Company or its successor in the City of New York, State of New York, upon the presentation and surrender of the annexed coupons as they severally become due and payable.

If the obligor or its successor shall make default in the payment of any semi-annual interest on this bond for six months from the day it becomes due, then the whole principal hereof, and all others of the series of which this is one, shall become due in the manner and with the effect provided for in the mortgage or deed of trust securing the payment hereof.

This bond is one of a series of First Mortgage gold bonds of like tenor and date, issued and to be issued as provided in said mortgage or deed of trust, by the said Railway Company, for the cost of constructing and equipping its said railway, its extensions, spur tracks and branches, and lawful purposes as expressed in the mortgage or deed of trust securing the same and, in the manner therein indicated, but not to exceed Fifteen Thousand Dollars ($15,000.00)

per mile
of the single track of main line, extensions, spur tracks and
branches, so hereafter to be built including necessary equip-
ment for the same; except, that said Railway Company
may issue and the Trustee or its successor shall certify
bonds to the amount of Twenty-five Thousand Dollars,
($25,000.00) per mile, for each mile of railway constructed
hereunder, into or through cities of over one Thousand inhab-
itants. But the entire issue of bonds to be issued under
said mortgage or deed of trust, shall not exceed Three
Million Five Hundred Thousand Dollars ($3,500,000.00),
in the aggregate, all of which said bonds are to be equally
a lien or payment by one over the other, and secured by a
mortgage or deed of trust bearing date the first day of July
A.D. 1897, made by the said Railway Company as party of
the first part to the Equitable Trust Company of Chicago,
State of Illinois, Trustee, party of the second part; conveying
to said Railway, rights, privileges and corporate franchises, equip-
ment, tolls, incomes, rents and profits, and all its property
both real and personal, now owned or hereafter to be acquir-
ed for the construction, maintenance, use and operation of
said railway.

This bond shall not become a valid obligation until
the certificate endorsed hereon shall have been signed
by the said The Equitable Trust Company as Trustee or its
successor in the trust.

In Witness Whereof, The Wisconsin Southern Railway
Company, has caused this bond to be signed by its Pres-
ident and attested by its Secretary and its corporate seal
to be hereto affixed, and the coupons attached to be exec-
uted by the engraved fac-simile signature of its Treasurer
this first day of July, One Thousand Eight Hundred and
Ninety-seven

Wisconsin Southern Railway
Company

By ——————
President

Attest:

——————
Secretary.

Coupon

$25.00 No. ——

The Wisconsin Southern Railway Company, on the first day
of —— A.D. 1898, will pay the bearer Twenty five Dollars ($25.00)
in gold coin of the United States of America of the present stand-
ard of weight and fineness, or its equivalent, at the office of the Union
Trust Company, in its successor, in the City of New York, State
of New York, on the presentation and surrender of this coupon
being six months interest due that day on its first mortgage
gold bond No. ——.

——————— Treasurer.

(Endorsed:)

No ——

Wisconsin Southern Railway Company

$1,000.00.

First Mortgage Fifty Years Five Per Cent Gold Bonds, Due July
first, 1947. Interest payable January first and July first.

(Form of Trustee's Certificate)

This certifies that this is one of the bonds mentioned in
the mortgage or deed of trust within referred to.

The Equitable Trust Company

By ——————— Treasurer.

And Whereas, The said coupons are to be issued with the
fac-simile of the signature of the Treasurer of the said
Railway Company, it being however agreed by it that when
thus issued such fac-simile shall be as binding as if the
signature of the Treasurer were affixed to such coupons by
his own handwriting.

And Whereas, The said Railway Company has, as here-
tofore stated, in due form resolved by its board of directors
to secure the payment of the principal and interest of such
bonds by this mortgage or deed of trust in the manner and
to the effect hereinafter expressed, and authorized the exe-
cution of the same by its President and Secretary.

Now, Therefore, This Indenture Witnesseth: That in order
to secure the payment of the principal and interest of
said bonds, as to be issued by the Railway Company
and the performance of the time and conditions of this
instrument, and in consideration of the premises and
of One Dollar ($1.00) paid by the party of the second part
the receipt whereof is hereby acknowledged, the said

Railway Company hath granted, bargained, sold, assigned, released and conveyed, and by these presents doth grant, bargain, sell, assign, release and convey to the said Trustee and its successors and assigns forever, all and singular its Railway, branches and spur tracks, and all future extensions, spur tracks and branches thereof constructed or to be constructed or acquired by authority of law, with the roadbed, right of way, bridges, depots and depot grounds, fixtures and equipment as hereinafter more particularly described, over the described route as follows:- beginning within the corporate limits of the City of Madison, State of Wisconsin, thence in a northeasterly direction to a connection with the Kewaunee, Green Bay & Western Railroad and the Minneapolis, St. Paul & Sault Ste. Marie Railroad at or near Lake Junction in the County of Kewaunee, a distance of about One Hundred and Fifty Miles (150) be the same more or less, through the counties of Dane, Columbia, Dodge, Fond du Lac, Sheboygan, Manitowoc and Kewaunee all in the State of Wisconsin, or the most feasible route, as provided by the articles of organization of said party of the first part, together with any and all branches and extensions thereof, which have been heretofore or may be hereafter authorized, located and constructed under the direction of said Company, and including in the premises hereby conveyed, the roadbed, superstructure, right of way, rails, ties, spikes, angle bars, fish plates, tracks, side tracks, switches, bridges, viaducts, telegraph and telephone lines, buildings, depots, station houses, car houses, engine houses, machine shops or other shops, water-houses, office furniture, turn tables, water stations, fences, structures, erections, fixtures and appurtenances, including all wood, coal, oil, fuel and other supplies, and all other things of whatever kind - thereto belonging or in any wise appertaining to said line of Railway and authorized extensions, and all lands acquired or designed for depots, warehouses, piers, wharves or other structures at the Termini of said railway, as well as along the line of the same, together with outerminals and terminal facilities and also all other property whatsoever, both real and personal, pertaining to said line of railway and authorized extensions including all locomotives, tenders, passenger, baggage, freight and other cars, and all other rolling stock and equipment of every kind and description, now owned by the party of the first part, or which may be hereafter purchased or acquired by said party of the first part, for the use and operation of said railway; together with all and singular the rights and privileges, and appurtenances thereto belonging or in any wise appertaining to the construction, maintenance, use or operation of the same whether now owned or constructed or hereafter to be acquired or constructed, with all and singular the tenements, hereditaments and appurtenances to said premises belonging, and all the reversion and reversions, remainder and remainders, tolls, rights, titles, interest, property, claim, possession, and demand whatsoever as well in law as in equity, of said party of the first part, which it now has or may hereafter acquire of, in and to the same and every part thereof.

To Have and To Hold all and singular the above described and granted property, premises and appurtenances, and every part thereof unto the party of the second part and its successors or assigns, to its and their only proper use, benefit and behoof forever.

In Trust Nevertheless for the persons, firms and corporations to whom the bonds described in and secured by this indenture shall be issued and delivered, or who shall at any time hereafter become the owners and holders thereof in the manner herein contemplated and provided, that is to say; upon the trusts, for the purposes and with the power and authority hereinafter set forth, to wit:-

First:- On the proper execution of these presents, by the parties hereto and the seal thereof, in the office of the Secretary of State of the State of Wisconsin, as required by law, the Trustee shall certify such bonds of the issue as shall be delivered to it from time to time, and shall deliver the same on the written order of the President of said Railway Company, but not to exceed Fifteen Thousand Dollars ($15,000.00) per mile of constructed railway and equipment, except that said Railway Company may issue bonds under this mortgage or deed of trust and of this series, for any lawful purpose, limited to said sum of Fifteen Thousand Dollars ($15,000.00) per mile, and also to the amount not exceeding Twenty-five Thousand Dollars ($25,000.00) per mile, for each mile of railway constructed hereunder into or through cities of over five Thousand inhabitants. Before becoming entitled to receive the bonds herein

provided to be issued on the railway lines hereafter to be built or otherwise lawfully acquired, and upon its extension, upon lands and branches thereof, or when otherwise lawfully entitled to said bonds, the said Railway Company shall deliver to the said Trustee a certificate of its President and Secretary with the seal of said Railway Company affixed thereto and verified by their affidavit, certifying the number of miles of single track railway actually constructed or purchased and the cost thereof, together with the equipment for the same, and its character and cost; or a certificate duly verified stating the lawful purpose for which the Trustee is asked to certify bonds of this issue. Any such certificate and affidavit shall be conclusive evidence to said Trustee of the truth of the statements contained in them and of the lawfulness of the purpose for which said bonds are to be issued and shall constitute full and sufficient authority to said Trustee to certify and deliver bonds hereunder, on the written order of the President of the Railway Company, for the purpose and objects above and herein set forth, but not exceeding said sum of Fifteen Thousand Dollars ($15,000.00) per mile for each mile of the single track of main line, spur tracks, branches and extensions, except as otherwise provided herein and in the bonds secured hereby. The Bonds so to be issued under this mortgage or deed of trust, shall not exceed the sum of Two Million Five Hundred Thousand Dollars ($2,500,000.00) in the aggregate.

Second: Which deposit shall be made by the said Railway Company its successors and assigns, in the payment of the principal or interest of the said bonds, or any of them, or in the performance of some other of the covenants stipulations and provisions on its part in this mortgage or deed of trust contained, the said Railway Company its successors and assigns, shall be suffered and permitted to possess and enjoy the said premises with all their appurtenances, and all and singular the rights and franchises hereinbefore described, and to receive, take and use the tolls, income, earnings and profits thereof,

Third: The said Railway Company doth hereby promise covenant and agree to and with the said Trustee and its successors in the trust hereby created, that while remaining in possession of the said mortgaged premises it shall and will from time to time procure insurance upon the mortgaged property in some good and solvent insurance company, so that the property shall always be insured, and keep the policy or policies of insurance assigned to the Trustee hereunder, and discharge all taxes, assessments and government charges lawfully imposed upon said mortgaged property or any part thereof, the lien whereof might or could be held to be prior to the lien of these presents, that the priority of this mortgage shall be duly preserved; and that it will not do or suffer any matter or thing whatever, whereby the lien of this mortgage might or could be impaired, until the said bonds hereby secured, with all interest accrued thereon, shall have been fully paid and satisfied.

The said Railway Company, until the full payment of the principal and interest of said bonds, as herein provided, shall pay, when due, and before any penalty shall attach by reason of the non-payment thereof, all taxes and assessments, ordinary and extraordinary, which at any time may be imposed upon the said mortgaged property or any portion thereof, or upon or on account of this mortgage or the indebtedness secured hereby, or upon any interest or estate in said indebtedness, and hereby waives any and all claim or right by virtue of any present or future law, to the diminution of its own taxes by the imposition of any taxes upon said bonds or the holders thereof, or the indebtedness represented by said bonds; or any payment or rebate or offset against the interest or principal of said debt by reason of any payment which it may make of or on account of any of the said taxes or assessments, provided only that nothing herein contained shall require said Railway Company to pay any taxes assessed to bondholders personally, on account of their ownership of bonds, in excess of their taxable property.

Fourth: If the said Railway Company shall well and truly pay to the holders thereof the principal of the bonds issued and to be issued hereunder, and the interest accruing to grow due thereon respectively at the time and in the manner provided and specified in said bonds, and the coupons thereto annexed, and according to their true tenor and effect, and shall well and truly perform all the covenants, agreements and stipulations on its part herein contained, then these presents and the trust hereby granted

shall cease and determine, and all the estate, right, title and interest hereby vested in the said Trustee, its successor or successors in the Trust, shall at once be divested without any formal release, discharge or reconveyance.

Fifth:- While the said Railway Company shall be in possession of the mortgaged premises, and there shall be no existing default in the payment of the principal or interest of any of the said bonds, or in the performance of the stipulations and provisions contained, on its part in this mortgage contained, the Trustee, or its successor or successors in the trust hereby created, shall have full power and authority in its discretion, upon the application in writing of the Railway Company, to release from the lien and operation of this mortgage any part of the mortgaged property; provided, however, that under this authority and provision of the main line, tracks or tracks of said Railway, or any part of the Terminal facilities or other property which, in the judgment of the Trustee, is or may be essential to the due operation of the said railway, shall be released, unless replaced by property of equal value and that said railway company, shall at all times keep its rolling stock in good order by needed repairs and replacements.

The said Trustee or its successor shall have full power to permit the said Railway Company, its successors and assigns, from time to time to sell and dispose of such portions of the equipment, machinery and implements which shall have become worn out, unfit for use or no longer needed. The said Trustee shall not be subject to any liability to any person or persons by reason of any act done or performed under the provisions of this article in good faith.

Sixth:- If default shall be made in the payment of the interest of any of the bonds issued hereunder and secured hereby or any part thereof, and shall continue for a period of six months, or if default shall be made in the performance of any of the other covenants, promises and agreements on the part of the Railway Company herein contained and shall continue for a period of ninety days after written notice of such default, the Trustee may and when requested in writing by the holders of a majority of the total issue of said bonds then outstanding and when properly indemnified against costs and expenses

which may be incurred by acting in pursuance of such request shall enter upon and take possession of the Railway and property hereby conveyed or intended to be conveyed and have use and operate the same, appoint all necessary agents and servants, and from time to time make needful repairs, replacements, alterations and improvements, and receive the income revenue and profit and apply the net income to the payment of the interest due on the said bonds then outstanding, no preference being given to one bond over another because of any priority in the maturity of interest thereon. In case all the said payments shall have been made in full and no suit to foreclose this mortgage shall have been begun or sale made hereunder as hereafter provided, the said Trustee, after making such provisions as to it may seem advisable for the payment of any semi-annual installment of interest next to fall due, shall at once re-deliver the said railway and property to, enter into and possession thereof, to the said party of the first part, its successors and assigns. In case of subsequent default in such payments or restriction shall exhaust or in any manner impair the power of entry or any powers hereby granted to said Trustee.

Seventh:- If default shall be made and shall continue as in the last preceding paragraph mentioned, or if default shall be made in the payment of the principal of said bonds or any of them, the Trustee may, and when requested in writing by the holders of a majority of the said bonds then outstanding and when properly indemnified against costs and expenses which may be incurred by acting in pursuance of such request shall, either after entry as above provided or without entry, proceed by suit or suits in equity or otherwise as provided by law, to enforce payment of the said bonds and to foreclose this mortgage.

The said Trustee, after deducting the costs and expenses of said sale and of this trust, and a reasonable compensation to said Trustee and its attorney and agents for its and their services in executing this trust, shall apply the proceeds of said sale, or so much thereof as may be necessary to the payment of the interest due upon the said bonds then outstanding and of the principal thereof whether due or not, with the proper interest on such principal or of one bond over another, by reason of priority

of issue or of negotiation or otherwise, and pay the residue thereof, if any, to the Railway Company. No bondholder shall take any proceedings to enforce the provisions hereof until after the holders of a majority of the outstanding bonds issued hereby shall have requested the Trustee in writing to take proceedings to foreclose this mortgage, and offered proper indemnity as hereinbefore provided, and such Trustee shall have thereupon refused in writing to take such proceedings or shall have neglected so to do for a period of sixty days after the receipt of such written notice.

Eighth:- In case the said Trustee shall take possession of or institute proceedings to sell the said Railway and property as hereinbefore provided, for any default of the said party of the first part if the said party of the first part before such sale shall be made and become absolute, shall pay and satisfy all interest, insurance, taxes and assessments then in arrears, and the principal of all the said bonds then outstanding in case the principal then shall be due by the terms thereof, and shall pay and discharge all costs and expenses incurred and disbursements made by reason of such default, and a reasonable compensation to said Trustee, for its services in the premises. The said Trustee shall discontinue such proceedings and restore the possession of the said mortgaged premises and property to the Railway Company to be thereafter held subject to these presents and in like manner as if such default or entry had not occured.

Ninth:- The said Railway Company will at any time hereafter upon request do such other and further acts, and make, execute and deliver such further deeds or instruments in writing as shall be required to effectuate the intention of these presents, and more and explicitly to the said Trustee all and singular the property and rights, both real and personal, and the rights, privileges and franchises hereinbefore described and hereby intended to be granted, and so as to vest the same, and especially such options thereof as shall be hereafter required by said Railway Company, available for the security and satisfaction of the said bonds according to the intent and purpose herein expressed.

Tenth:- The Trustee under this mortgage or any of the successors may at any time be removed from the

trust by instruments or concurrent instruments in writing executed under the hands and seals of the holders of a majority in interest of the outstanding bonds hereby secured. And in case of vacancy in the office of Trustee, whether arising from removal as above provided or from the resignation, insolvency or incapacity of said Trustee or any successor it shall be lawful for the party of the first part to apply to any court of competent jurisdiction in the State of Missouri, for the appointment of a new Trustee. And upon its neglect or refusal so to do upon request in writing in that behalf of the holders of at least one quarter in amount of the bonds then outstanding, it shall be lawful for such bondholders to make such application in their own names. Such new Trustee, by virtue of his appointment, shall, at once, and without any further act, deed or conveyance, become and be vested with all the estates, trusts, rights, powers, and duties of the Trustee in whose place such new Trustee shall be appointed.

Eleventh:- All the representations herein and in said bonds contained, are made by and on behalf of the party of the first part hereto, and the Trustee is not responsible for the correctness thereof.

It shall be no part of the Trustee's duty to see to the execution, acknowledgment or recording of this instrument, or to do any act necessary or proper to make this instrument, or to do any act necessary or proper to make this instrument a lien, or to continue, extend, or supplement such lien, or to give to any person any attention to the condition or protection of any of the property included in or covered by this instrument in regard to taxes, assessments, ground rents, or insurance, or in regard to any other matter or thing, but said Trustee may, in its discretion, do or procure to be done any thing reasonable or proper in regard to the matter above mentioned, and any insurance moneys which may come to the hands of the Trustee hereunder shall be turned over to the party of the first part on the receipt of the latter certifying that said moneys are to be used by it in the restoration of the property injured or destroyed. Said Trustee shall only be responsible for reasonable diligence in the performance of the trusts hereunder, and shall not be answerable for the act or default of any agent, attorney or employee selected with reasonable

discretion, and shall be entitled to be reimbursed all reasonable outlays of any sort or nature incurred by it in the discharge of its trusts hereunder, also to receive a reasonable and proper compensation out of the trust property for any services which it may at any time perform in the discharge of its trusts hereunder, and all and each of said fees, compensation and disbursements shall be paramount indebtedness of the party of the first part hereto.

In Testimony Whereof, said Railway company has caused its corporate seal to be hereto affixed and these presents to be attested by the signature of its President and Secretary; and the Trustee, to testify its acceptance of the said trust, has also caused its corporate seal to be hereto affixed and these presents to be attested by the signature of its President and Treasurer the day and year first above written.

Wisconsin Southern Railway Company
By Charles D. Smith
President

Attest:
M. L. Smith
Secretary.

In the presence of
Elias B. Hastings
Oscar H. Ecke

The Equitable Trust Company of Chicago.
By F. T. Walsh
President

Attest:
L. A. Walton
Treasurer

O. H. Burch
Pilsher
In presence of
Charles Hamilton
C. D. Organ

State of Wisconsin } ss.
Fond du Lac County

Be It Known that on the first day of July, A. D. 1897, before the undersigned, a Notary Public duly authorized to administer oaths and take acknowledgements of deeds came Charles D. Smith President and M. L. Smith, Secretary of the Wisconsin Southern Railway Company, who being by me duly sworn, did each depose and say: that they are respectively President and Secretary of the said company; that they know the seal of said company, and the seal affixed to the foregoing instrument is the corporate seal of said company, and was affixed by order of said company; and

and that they signed their respective names thereto as President and Secretary by the like order; and they severally acknowledge the execution thereof to be their free act and deed, and the free act of said Wisconsin Southern Railway Company, for the purpose therein expressed.

And I certify that they are personally known to me to be the persons they represent and are above described to be, and who executed this instrument.

In Witness Whereof, I have hereunto set my hand and affixed my notarial seal on the day and year above named.

Oscar H. Ecke.
Notary Public
Fond du Lac County
Wisconsin

State of Illinois } ss
County of Cook

Be It Known that on the second day of July, A. D. 1897, before me the undersigned a Notary Public duly commissioned in and for said county and state, and duly authorized to administer oaths and take acknowledgments of deeds came F. T. Walsh, President and L. A. Walton Treasurer of The Equitable Trust Company, Trustee herein who by me being duly sworn, did each depose and say; that they are respectively President and Treasurer of said company; that they know the seal of said company, and that the seal affixed to the foregoing instrument is the corporate seal of said company, and that they signed their respective names thereto as President and Treasurer, and that they severally acknowledge the execution thereof to be their free act and deed and the free act of said The Equitable Trust Company, for the purposes therein expressed.

And I certify that they are personally known to me to be the persons they are above described to be, and who executed this instrument.

In Witness Whereof, I have hereunto set my hand and affixed my notarial seal on the day and year above named.

Charles Hamilton
Notary Public
Cook County
Illinois.

Bayfield Transfer Railway Company

Release Deed

Executed by Illinois Trust and Savings Bank Trustee.

Know All Men By These Presents: That The Illinois Trust and Savings Bank, of The City of Chicago, State of Illinois, does hereby certify and acknowledge that a certain Mortgage or Trust Deed bearing date on The first day of April, 1895, made and executed by The Bayfield Transfer Railway Company, a corporation organized and existing under The laws of The State of Wisconsin, To The said Illinois Trust and Savings Bank as Trustee, To secure The issue of bonds to The amount of Three Million Dollars ($3,000,000.) by a first lien upon The franchises and property of said Bayfield Transfer Railway Company, which said mortgage or trust deed was recorded in The office of The Secretary of State of The State of Wisconsin on the 17th day of June, 1895, in volume 4 of railroad mortgages on pages 1340 to 1349 inclusive is fully paid, satisfied and discharged, and The Secretary of State of The said State of Wisconsin is hereby authorized to enter This satisfaction of record.

In Witness Whereof The said Illinois Trust and Savings Bank has caused These presents to be signed by its Second Vice President and attested by its Secretary, and its corporate seal affixed, this third day of July A. D. 1897.

Illinois Trust and Savings Bank
By: H. H. Reid
Second Vice-President

Attest:
Wm H. Hamble
Secretary

In presence of
Two witnesses
H. Asbirne Jr.
K. Jacobsen

State of Illinois } ss.
Cook County

On This Third day of July, A. D. 1897, before me, Morris Berger, a notary public in and for the said County of Cook, State of Illinois, duly authorized to take acknowledgments of deeds and mortgages and releases thereof, personally came H. H. Reid, Second Vice-President and Wm H. Hamble Secretary, of the Illinois Trust and Savings Bank, to me personally known

and known to be The persons who executed The foregoing instrument as Second Vice-President and Secretary of said Illinois Trust and Savings Bank, and each for himself acknowledged That he executed The same as such officer respectively on behalf of said bank and on behalf of himself as such officer fully and voluntarily, for The uses and purposes therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal at Chicago, Illinois, the day and year first above written.

Morris Berger
Notary Public
Cook County
Illinois.

State of Illinois } ss.
Cook County

I, Philip Knopf, County Clerk and Clerk of The County Court of Cook County, the same being a Court of Record having a seal, Do Hereby Certify That Morris Berger Esq whose name is subscribed to the proof or acknowledgment of The annexed instrument in writing, was at the time of taking such proof or acknowledgment, a Notary Public in and for Cook County, duly commissioned, sworn and acting as such and authorized to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments in said State of Illinois, That I am well acquainted with The handwriting of said Notary and verily believe That the signature to the said proof of acknowledgment is genuine; and further That the annexed instrument is executed and acknowledged according to The laws of the State of Illinois.

In Testimony Whereof I have hereunto set my hand and affixed The seal of said Court at The City of Chicago in the said County, this 3rd day of July 1897.

Philip Knopf Clerk.

State of Wisconsin } ss.
Department of State.

Received This 24th day of July A. D. 1897 and recorded in Vol. 11 of R. R. Mortgages and Trust Deeds on pages 254 & 255.

H. O. Vanderveer, Assistant Secretary of State.

Bayfield Transfer Railway Company
to
Milwaukee Trust Company
Trust Deed.

This Indenture, made this 13th day of January A. D. 1897, between The Bayfield Transfer Railway Company, a corporation organized and existing under the laws of the State of Wisconsin and hereinafter called the Railway Company party of the first part, and the Milwaukee Trust Company a corporation organized and existing under the laws of the State of Wisconsin and located at the City of Milwaukee in said State, and hereinafter called the Trustee party of the second part, Witnesseth: That _____

Whereas, the said party of the first part has heretofore acquired certain lands and rights along and upon the line of its road, and proposes to acquire other rights and privileges for the construction, maintenance, equipment and operation of its road and the development and improvement of the same in the building of docks, piers, wharves, elevators, warehouses, bridges, ferries, side tracks, machine shops, depot and other buildings and in other improvements incidental thereto and incidental thereto. and _____

Whereas, it desires to make provision to pay for the same and for such further or other rights, property and expenses as shall be necessary or proper in the use and development of its road or in any extension or extensions thereof; and _____

Whereas, said party of the first part, pursuant to the resolution of its board of directors duly passed, executed its certain mortgage or trust deed dated April 1, 1895, to the Illinois Trust and Savings Bank of the State of Illinois on all its rights, franchises and property therein particularly described to secure an issue of its bonds to the amount of Three Million Dollars ($3,000,000.) and _____

Whereas at meetings of its board of directors held on the 30th day of April 1895 and the 19th day of July 1895, resolutions were duly passed authorizing the issue and delivery to W. J. Dalrymple of the said bonds of said company as secured by said trust deed to the amount of One Million and Five Hundred and Seventy Thousand Dollars ($1,570,000), a portion of which said bonds have been so delivered to said Dalrymple, and a portion thereof remained undelivered, and _____

Whereas, at a meeting of the directors of said Railway company on the 21st day of December 1896, a resolution was duly passed modifying the former resolutions of said board and providing for the issue of One Million and Five Hundred Thousand Dollars ($1,500,000.) of first mortgage bonds in lieu of Three Million ($3,000,000), and also providing for the issue and delivery to said Dalrymple of One Million and Five Hundred Thousand Dollars ($1,500,000) of first mortgage bonds instead of One Million and Five Hundred and Seventy Thousand Dollars ($1,570,000) thereof, and _____

Whereas at said meeting of the directors of said Railway company on the 21st day of December, 1896 a resolution was duly passed providing for the release of the said mortgage or trust deed executed to said Illinois Trust and Savings Bank, dated April 1, 1895, and the cancellation of all the bonds issued thereunder, and that in lieu of said bonds issued or authorized to be issued by said party of the first part under its trust deed of April 1, 1895, executed by it to said Illinois Trust and Savings Bank, there be issued and delivered to said W. J. Dalrymple the bonds of said Railway company to the amount of One Million and Five Hundred Thousand Dollars ($1,500,000) to be secured by a new trust deed to be executed and delivered to the Milwaukee Trust company, and _____

Whereas the said W. J. Dalrymple has signified his acceptance of the terms and conditions of the above mentioned resolutions and is willing to deliver up and cancel the bonds already issued to him and to accept in lieu of the bonds provided for by said resolutions and the said Trust Deed to the Illinois Trust and Savings Bank aforesaid to the amount of One Million and Five Hundred Thousand Dollars ($1,500,000) secured by a new Trust Deed to be executed and delivered to the Milwaukee Trust company, and _____

Whereas at said meeting of the directors held on the 21st day of December 1896 a resolution was duly passed that said Railway company issue its negotiable bonds to the par value of One Million and Five Hundred Thousand Dollars ($1,500,000) payable thirty years after date, with interest at the rate of five per cent per annum, payable semi annually in gold coin of the United States of present weight and fineness, and that said Railway company

execute and deliver as security for said bonds a trust deed covering all its rights, privileges, franchises, railroad and property of all kinds, real and personal, already acquired or subsequently to be acquired, to The Milwaukee Trust Company, in accordance with the form hereinafter set out, and

Whereas, at a meeting of the stockholders of said Railway Company held at the City of Milwaukee, Wisconsin on the 21st day of December 1906 a resolution was duly passed ratifying and approving of all the aforesaid resolutions passed on said day by the directors of said company and authorizing the issue by the officers of said company of the said bonds to the amount of One Million and Five Hundred Thousand Dollars ($1,500,000) and the issue and delivery of a trust deed to the Milwaukee Trust Company to secure said bonds, and which said bonds with their coupons, except as to the variations in number and date of payment, are of the tenor and form following, that is to say: _____

"United States of America
State of Wisconsin

No.— Shares: $1000.00

Bonfield Transfer Railway Company.
First Mortgage Five Percent Gold Bonds

Know All Men By These Presents: That the Bonfield Transfer Railway Company, a corporation organized under the laws of the State of Wisconsin, is justly indebted to bearer in the sum of One Thousand Dollars, which sum the said company promises to pay in gold coin of the United States of the present standard of weight and fineness on the 15th day of January, in the year of our Lord one thousand nine hundred and twenty-seven, with interest at the rate of five per cent per annum, payable semiannually in like gold coin on the fifteenth days of January and July of each year on the presentation and surrender of the annexed coupons as they severally become due and payable, at the office of said company or at the office of the Milwaukee Trust Company in the City of Milwaukee, Wisconsin. _____

This bond is one of a series of fifteen hundred bonds of like date and tenor of One Thousand Dollars each, numbered from 1 to 1500 inclusive, amounting to One Million Five Hundred Thousand Dollars, and the payment of which by a trust deed duly executed and delivered, and recorded as required by law, is properly secured, on the office of the Secretary of

State of the State of Wisconsin, conveying to the said Milwaukee Trust Company of Milwaukee, Wisconsin, as trustee, the real estate rights of way, railroad, equipments, rolling stock, docks, wharves warehouses, elevators, depot grounds, riparian rights, water privileges, property, rights and franchises of said railway company now owned or hereafter acquired by said company, which trust deed is a first lien thereon. _____

This bond will be valid only when authenticated by the signature of the trustee named in said trust deed upon the certificate hereon. _____

In Witness Whereof the said Bonfield Transfer Railway Company has caused this bond to be sealed with its corporate seal subscribed with its name and signed by its president and countersigned by its secretary, and the coupons annexed to be attested by the signature of its secretary printed thereon, this 15th day of January, 1907. _____

Bonfield Transfer Railway Company
By _____ President.

Countersigned

_____

Secretary

$25.00 Coupon.

_____ The Bonfield Transfer Railway Company will pay to the bearer in gold coin of the United States of the present standard of weight and fineness twenty-five dollars on the 15th day of ——— at the office of said company or at the office of the Milwaukee Trust Company in the city of Milwaukee, Wisconsin, being six months' interest upon its bond.

No. ——

R. L. Hale,
Secretary.

Trustee's Certificate

This certifies that the within bond is one of the bonds described in the within mortgage or deed of trust.

Milwaukee Trust Company
Trustee.
By _____ "

Now Therefore to secure the said bonds to be made and issued by the party of the first part, and in consideration of the premises and of the sum of One Dollar to it paid by the party of the second part to the party of the first part, the receipt whereof is hereby acknowledged, the said

party of the first part has granted, bargained, sold, transferred, conveyed, released and confirmed and by these presents does grant, bargain, sell, transfer, convey, release and confirm unto the said Minneapolis Trust Company as trustee and to its successor in the trust, the entire railroad of said party of the first part, and all its right of way, tracks, depot grounds, buildings, machine houses, warehouses, elevators, docks piers, wharves, bridges, fences, rolling stock, furniture, tools, implements and all other real and personal property of every kind and description, and all its rights, privileges, franchises, immunities, exemptions, riparian rights, water privileges, and all other property, appendages and appurtenances which are now belonging to said party of the first part, or which may at any time belong to it, or be in any manner acquired by it. _____

To Have and To Hold the above granted premises, franchises, rights, privileges and property, together with the hereditaments and appurtenances thereunto belonging, unto the said party of the second part and its successor in the trust hereby created, for its only use, benefit and behoof in trust nevertheless, for the use, benefit and security as well of the parties of the first and second parts as of all persons natural or artificial, their respective executors, administrators, successors or assigns who shall be or become the holders or owners of all or any one or more of the said bonds of the party of the first part, upon the conditions, subject to the provisions, according to the stipulations and covenants, in manner following, that is to say: _____

First. Nothing herein contained shall be so construed as to permit the party of the first part from selling or otherwise disposing of all or any municipal bonds that may be issued or delivered to it, or from selling or disposing of any moneys, lands or any property received in exchange for its capital stock or on account of any stock subscriptions, nor shall this indenture be considered to include any lands or other property of the party of the first part not needed by it for railroad purposes or for the purposes of its organization and which it may deem for its interest to sell or dispose of, provided that the proceeds of the sale or disposition of such lands, money or properties shall be faithfully applied to the payment of the debts of said Railway Company or be used

in the construction, development, equipment or maintenance of its road. _____

Second. Until default is made in the payment of any part of the bonds as provided herein or any interest that may accrue upon any of said bonds, or in the performance of any of the covenants or conditions herein entered, said party of the first part shall be entitled to remain in the possession and use of all the rights, privileges and property hereby or hereafter granted, sold or transferred, and to receive the income, rents, profits and issues thereof to its own use and benefit. _____

Third. None of the bonds to be secured by this mortgage shall become obligatory upon said party of the first part until the same shall be authenticated by the certificate of the trustee endorsed thereon in manner aforesaid. _____

Fourth. If said party of the first part shall well and truly pay according to the terms and conditions hereof all the principal and interest upon the bonds which it may make and issue in pursuance hereof, and shall observe, keep and perform all of the conditions contained in them, and in this indenture then this indenture and all of the estate, rights, franchises and property hereby created, passed and conveyed to the party of the second part, or its successor in the trust, shall cease and be absolutely null and void; otherwise to remain in full force. Upon full payment and complete performance of the covenants and conditions herein contained, said party of the second part or its successor in the trust, will make due acknowledgment of satisfaction hereof in manner required by law so as to reinvest in said party of the first part, its successors and assigns, full and complete title of all the premises hereby mortgaged and conveyed. _____

Fifth. Said party of the first part shall and will provide for and attend to the payment of the principal and interest of the bonds hereby secured, according to the true intent and will pay all taxes and assessments of every name and nature that may be duly made upon or against the said mortgaged property, and will save and keep said property free and clear of all liens and encumbrances or account of any and all such taxes and assessments.

Sixth. Said Railway Company, upon the reasonable request of said party of the second part or its successor in the trust, will make, execute and deliver all and every further deed, conveyance, transfer or assurance of the

property, rights and franchises hereby conveyed or intended to be conveyed, or of any and as may hereafter be acquired by said party of the first part, its successors or assigns, for the better and more fully carrying into effect the objects and purposes hereof as shall by said party of the second part or its successor in the trust, or its counsel learned in the law be reasonably advised or required. And said party of the first part, its successors or assigns, the above mortgaged premises in the quiet and peaceable possession of the said party of the second part and its successors in the trust against all and every person or persons lawfully claiming the whole or any part thereof, will forever Warrant and Defend.

Seventh. The bonds issued pursuant to this indenture and the money or property obtained upon the sale or security of the same shall be faithfully applied to the purposes hereinbefore recited, and due diligence will be exercised in accomplishing the objects and purposes of this indenture.

Eighth. In case default shall be made in the payment of any interest coupons on any of the aforesaid bonds according to the tenor thereof and such default shall continue for the period of six months after such coupons shall have become due, and payment thereof shall have been demanded by said trustee in behalf of the holders thereof, then the principal of all the bonds secured hereby shall become due and payable, anything contained in said bonds or herein contained to the contrary notwithstanding, provided a majority in interest of all the holders of said bonds direct in writing said party of the second part or its successor in the trust to declare such principal sum to be due and payable at any time before the interest so in arrears has been paid.

Ninth. In case default shall be made in the payment of any of the interest coupons attached to said bonds according to the tenor thereof or in the fulfillment of any of the other agreements to be kept or performed by the party of the first part as in this indenture provided, and if such default shall continue six months, then said trustee, its successor or successors, in its discretion shall, upon the written request of the holders of a majority in interest of all the bonds hereby secured then outstanding and unpaid, with or without entry, sell and dispose of all the premises, property, rights,

franchises and privileges above described and mortgaged, and all the improvements and additions that may hereafter be made and mortgaged, at public auction in the village of Bayfield or the city of Milwaukee, Wisconsin, to the highest and best bidder at such sale, first publishing a notice of the time and place of sale, stating therein also the object and terms of said sale, for six weeks successively, one insertion in some weekly newspaper published in said village of Bayfield or in some daily newspaper published in said city of Milwaukee, and at said sale shall convey the said property, premises, rights, privileges and franchises herein mortgaged by proper deed or deeds and by proper assignment or assignments to the purchaser or purchasers at such sale, absolutely, and such conveyances shall be a perpetual bar both in law and in equity, to any claim or benefit or any equity of redemption and to any and all right, title, interest and claim of said first party to or in said mortgaged premises, property, rights, franchises and privileges or any part thereof, and for the purpose of completing such sale, irrevocable authority is hereby conferred upon the said trustee to make, execute and deliver proper deeds and conveyances to the purchaser or purchasers at such sale, the whole title to said mortgaged property, rights and franchises, and after deducting from the proceeds of such sale a just allowance for all of the costs, charges and expenses thereof, including a reasonable sum for its compensation and for attorneys fees and all necessary expenses incurred by the said trustee in managing the sale thereof, the said trustee shall apply the proceeds of said sale to the payment first of the overdue coupons, next to the principal of such of the aforesaid bonds as may at that time be outstanding and unpaid, whether or not the same shall have previously become due, and of any other interest which shall at that time have accrued upon the said principal, and be unpaid, without discrimination or preference, but ratably to the aggregate amount of such unpaid principal and accrued interest, and if after satisfaction thereof as aforesaid, any surplus of said proceeds shall remain, said trustee shall pay the same to the said first party and the said first party for itself, its successors or assigns covenants with said trustee or its successor in the trust that in case a sale shall be made under a foregoing power, it will upon request in writing execute, acknowledge

and deliver to the purchaser or purchasers of said premises property, rights and franchises, sufficient deed or deeds of release confirming such sale; but if before actual sale as aforesaid, said first party or its successors or assigns, shall have paid such amount as may be then due and payable upon said bonds and interest coupons, and all expenses and compensation of said trustee, its attorneys and agents then incurred, and shall then have complied with and performed all its duties and obligations under the terms and conditions hereof, no such sale shall take place.

Ninth. At any sale of the aforesaid mortgaged property, privileges, franchises and rights or any part thereof, whether made by authority of any power herein granted and given, or by judicial authority, the said trustee may bid for and purchase the property so sold or any part thereof, in behalf of the holders of the bonds hereby secured and then existing, in proportion to their respective interests. _____

Eleventh. In case the first party shall make default in paying any sum, whether of principal or interest, herein mentioned, or in keeping any covenant in this mortgage contained, and such default continue for six months after demand by such trustee, then the said trustee may upon the written request of a majority in interest of the holders of the outstanding bonds, enter upon and operate the said mortgaged properties, or any all the same as above provided, or may foreclose this mortgage in any court of competent jurisdiction, and the remedies hereby given are cumulative and not exclusive. Before proceeding to take possession of said premises or to foreclose this deed or mortgage, whether by sale under said power or otherwise the trustee shall have the right, first, to exact from the bondholders reasonable indemnity against loss or liability that may be incurred by it in so doing, and upon the tender by the bondholders, or any of them, of such reasonable indemnity, whether previously required of them or not, and upon the written request of a majority in interest of all the holders of all of said bonds then unpaid or not redeemed, it shall be the duty of the trustee, in case of any default continuing on the part of the party of the first part and not waived as hereinafter provided, to foreclose the lien hereby created in such lawful manner as the trustee may deem

Twelfth. It is agreed or understood by the trustee in

exercising the rights and powers herein granted shall be held to exhaust such rights or powers, or be construed as a waiver thereof, but it is hereby mutually agreed that the holders of the majority in amount of the bonds at the time outstanding may, by an instrument in writing, at any time, whether before or after the institution of foreclosure proceedings, and prior to the time of sale thereunder, waive or instruct the trustee to waive any default except that of payment of the principal of said bonds at maturity, provided always that no such action on the part of the bondholders shall extend to or be taken to affect any subsequent default or impair the rights resulting thereupon.

Thirteenth. It is hereby declared and agreed as a condition upon which each successive holder of all or any of said bonds and all or any of the coupons for the interest on said bonds, receives and holds the same, that no holder or holders of any of said bonds or coupons shall have the right to institute any proceedings in equity, of whatever character or kind, for the foreclosure of this indenture or the execution of the trusts hereof, or for the appointment of a receiver or for any other remedy under this mortgage or deed of trust, or the lien hereby created or otherwise, without first giving notice in writing to the Trustee of default having been made and continued as aforesaid, and unless ten per cent in amount of the holders of the then outstanding bonds shall in writing notified and requested the said Trustee as above provided, and a reasonable opportunity has been afforded to said Trustee after the receipt of such notice and request, to proceed and exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and without also having offered to the Trustee adequate security and indemnity against the costs, expenses and liabilities to be by the Trustee incurred therein or thereby and such notice, request and offer of indemnity may be required by the Trustee as conditions precedent to the execution of the powers and trusts of this indenture, to any action of whatever kind in equity for the foreclosure hereof, for the appointment of a receiver or for any other remedy hereunder, or otherwise in case of such default as aforesaid, in the payment of the principal of all or any of said bonds, when the same mature according to the tenor thereof, or in case of default as aforesaid, in the payment of any semi-annual instalment of the interest thereon, or any other default by the said party of the first

part, its successors or assigns, or failure to perform any of the covenants or stipulations hereof, to be kept and performed on its part. And it is also agreed that no holder or holders of any of the said bonds, or any of the said interest coupons issued to be hereby secured, shall institute any suit, action or proceeding in equity for the foreclosure hereof or for the appointment of a receiver, or for the collection of any of the money evidenced by such bonds or coupons otherwise than upon the terms and conditions, and in the manner herein provided.

Seventh. Should any suit or other proceeding be brought against the Trustee by reason of any matter or thing connected with the trusts hereby created or by reason of its being such Trustee, it shall be under no obligation to enter any appearance by counsel or in any way to appear in or defend such suit or other proceeding until indemnified to its full satisfaction for so doing, but it may nevertheless appear and defend such suits or proceedings without indemnity, if it elects so to do, and in such case it shall be reimbursed therefor from the trust fund.

X Eighth. Said party of the second part shall be entitled to be reimbursed for all proper outlays of every sort or nature by it made or incurred in the acceptance and discharge of its trusts hereunder, and to receive a reasonable and proper remuneration for any duties that it may at any time perform in the discharge of the same (except such duties as shall be required by a bondholder connected with or growing out of the registration of bonds, which shall be paid by the bondholder) and for all damages sustained or incurred by the Trustee by reason or on account of any negligence of any of its officers, attorneys, agents or servants, elected and retained with reasonable care, in the performance of its trusts hereunder and all such outlays, fees, commissions, compensations and disbursements shall constitute and continue a lien on the mortgaged property and premises prior to any other claim hereunder.

Ninth. In case at any time it shall be necessary and proper for the said second party, or its successors, to make any investigation respecting any facts pertaining to its having or not taking any action, or doing or not doing anything under this trust such as such Trustee, the certificate of the said first party under its corporate seal, attested by the signature of its president, and the affidavit of one of its directors, shall be sufficient evidence of such fact to protect the said second party, or its successor, in respect thereof that they may take by reason of the supposed existence of such fact.

Tenth. It shall be no part of the duty of the said party of the second part to see to the recording of this indenture or a mortgage or conveyance of real or personal estate or to do any other act which may be suitable and proper to be done for the continuing of the lien of this indenture, or for giving notice of the existence of such lien, nor shall it be any part of its duty to effect insurance against fire or other damage on any portion of the mortgaged property or to insure any policies of insurance, or to pay any taxes or assessments on any of said property.

Eighteenth. All actions herein contained are made on behalf of the party of the first part, and the party of the second part assumes no responsibility as to the correctness of any statements herein contained. Said party of the second part and its successors shall have no responsibility as to the validity of this deed of trust or mortgage, nor as to the execution or acknowledgment hereof, nor as to the extent of the security afforded by the property named by this deed of trust or mortgage and the Trustee shall not be in any way liable for the non-performance of any breach on the part of the said party of the first part of the covenants herein contained, or for any other act or thing hereunder except its, his or their own wilful negligence.

Nineteenth. Any Trustee hereunder may resign or discharge itself or himself of and from the trusts hereby created by notice in writing to the said party of the first part given three months before such resignation is to take effect or such shorter time as the said party of the first part may accept as sufficient notice, and in case of a vacancy in the office of Trustee by resignation or otherwise a successor or successors may be appointed by the holders of a majority of the bonds then outstanding by an instrument in writing duly signed and acknowledged by them, which instrument shall be recorded in the office of the Register of Bayfield County in said State of Wisconsin or wherever offices at said time by the laws of said State of Wisconsin shall have the lawful custody of the records of said county of Bayfield or in case said majority

do not agree upon the appointing of a new trustee or trustees within thirty days after a vacancy shall occur, then the said party of the first part, or the holder or holders of any of said bonds may apply to any court of original general jurisdiction in said county of Bayfield or in the county of Milwaukee, Wisconsin, for the appointment of a new trustee or trustees, upon such notice as such court shall prescribe to be given, in such manner and upon or to such party or parties, person or persons, as such court shall direct, or upon such notice as shall be in accordance with the rules and practice of the court, and such trustee or trustees, so appointed by said majority in interest of said bondholder or bondholders, or by said court, shall, on his or their acceptance of his or their appointment, thereby and thereupon become and be vested with all the powers, rights, duties and interests granted to or conferred upon said party of the second part by these presents, without any further conveyance or conveyance whatsoever.

Fourthly. And this indenture further witnesseth that said party of the second part hereby accepts the aforesaid trust and covenants and agrees to and with the said party of the first part to execute the same upon the terms and conditions hereinbefore mentioned and provided, and it is further mutually agreed that all and singular the aforesaid covenants of the respective parties shall bind their respective successors and assigns.

In Testimony Whereof, The said party of the first part in pursuance of authority given by law and by resolution of its board of directors, has caused these presents to be sealed with its corporate seal, and to be signed by its president, and countersigned by its secretary, and the said party of the second part has caused these presents to be sealed with its corporate seal and to be signed by its president and countersigned by its secretary, the day and year first above written.

Bayfield Transfer Railway Company

By H. B. Dalrymple

President

Attest: H. L. Poole

Secretary

Signed, sealed and delivered by the Bayfield Transfer Railway Company by its president and secretary,

In presence of
L. E. Bardwell
D. L. Ball
Edwin Bochand
A. K. Wilkinson

Milwaukee Trust Company,
By H. H. Camp
President

Attest:
Robert Camp
Secretary.

Signed, sealed and delivered by the Milwaukee Trust Company by its president and secretary, in presence of
P. O. Hannenberg
Wm. J. Arnold

State of Pennsylvania } ss.
Warren County

On this 18th day of March 1897, before me appeared H. B. Dalrymple, to me personally known, who, being by me duly sworn, did say that he is the president of the Bayfield Transfer Railway Company, the above named corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and said H. B. Dalrymple acknowledged said instrument to be the free act and deed of said corporation

Hanna A. Russell
Notary Public

Warren County, ss:
The Commonwealth of Pennsylvania.

I, Geo. F. Yates, Prothonotary of the Court of Common Pleas, the same being a Court of Record in and for the County and State above mentioned, do hereby certify that Hanna A. Russell before whom the annexed jurat to attached was made and who has thereto signed his name, was at the time of so doing Notary Public in and for the county and State aforesaid, duly commissioned and sworn, that all his official acts as such are entitled to full faith and credit, that I am well acquainted with his and his handwriting and that I verily believe his signature thereto is genuine.

In Witness Whereof I have hereunto set my hand and

affixed the seal of said Court, at Warren, this 18th day of March A.D. 1897.

Seal

Wm. F. Yates,
Prothonotary.

State of Wisconsin } ss.
County of Bayfield }

On this 22nd day of March 1897, before me appeared H. B. Hale, to me personally known, who, being by me duly sworn, did say that he is the secretary of the Bayfield Transfer Railway Company, the above named corporation and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and said H. B. Hale acknowledged said instrument to be the free act and deed of said corporation.

Seal

Alonzo H. Hillsinger
Notary Public
Bayfield County
Wisconsin.

State of Wisconsin } ss.
Milwaukee County }

On this 23rd day of July, 1897, before me appeared H. H. Bank and Robert Bank to me personally known, who, being by me duly sworn did say that said H. H. Bank is the president and said Robert Bank is the secretary of the within named corporation the Milwaukee Trust Company, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and said H. H. Bank and Robert Bank acknowledged said instrument to be the free act and deed of said corporation.

C. O. Kamenberg
Notary Public. Mil. Co. Wis.

State of Wisconsin } ss.
Department of State }

Received this 24th day of July A.D. 1897, at 9 o'clock A.M. and recorded in Vol. 11 of R. R. Mortgages and Trust Deeds on pages 256 to 271. H. O. Vanderpool, Asst. Sec. of State.

Marinette Bay. Electric Light & Street Railway Company
Satisfaction of Mortgage
from
John F. Hancock. Trustee

Know All Men By These Presents That John F. Hancock, as Trustee, does hereby certify and acknowledge that a certain mortgage bearing date on the eleventh day of July, in the year of our Lord One Thousand Eight Hundred and Ninety-two, made and executed by Marinette Bay. Electric Light & Street Railway Company, a corporation under the laws of the State of Wisconsin, party of the first part, to the said John F. Hancock, as Trustee, party of the second part, and recorded in the office of the Register of Deeds in and for Marinette County, in said State of Wisconsin, on the 29th day of July A.D. 1892, at 2:50 o'clock P. M., in Volume "L" of Mortgages, on pages 550 to 572 inclusive, and filed in the office of the city clerk of the city of Marinette in said county of Marinette and State of Wisconsin on the 29th day of July A.D. 1892, at four o'clock P. M. is fully paid, satisfied and discharged, by the execution and delivery of a funding mortgage; and the register of deeds of said county is hereby authorized to enter this satisfaction of record, and the said city clerk of said city is authorized, upon the filing of this certificate in his office, to surrender said mortgage to the said mortgagor.

In Witness Whereof the said John F. Hancock has hereunto set his hand and seal this 30th day of August, A.D. 1897.

In presence of
H. O. Kohler
H. W. Skinner

John F. Hancock. Seal

State of Wisconsin } ss.
Marinette County }

On this 30th day of August A.D. 1897, before me personally came the above named John F. Hancock, to me known to be the person who executed the foregoing satisfaction of mortgage and acknowledged that he executed the same as trustee as therein stated, and for all the uses and purposes therein expressed.

Seal

Harvey O. Kohler
Notary Public
Wis

Marinette Gas. Electric Light & Street Railway Company.

— Mortgage —

— to —

John B. Hancock, Trustee.

This indenture, made this tenth day of July, in the year of our Lord, One Thousand Eight Hundred Ninety-seven between the Marinette Gas. Electric Light & Street Railway Company, a corporation organized under the laws of the State of Wisconsin party of the first part, and John B. Hancock, of the City of Marinette county of Marinette, in the State of Wisconsin as Trustee, party of the second part Witnesseth: —

Whereas on the 11th day of July A. D. 1892 the said Marinette Gas. Electric Light & Street Railway Company, being the party of the first part herein, made and delivered to Jesse Spalding of the city of Chicago, in the State of Illinois, Fifty Thousand Dollars ($50.000) of its first mortgage bonds, payable on the tenth day of July A. D. 1897, together with semi annual six per centum interest coupons attached thereto; and also executed and delivered to John B. Hancock of said city and county of Marinette, and State of Wisconsin as Trustee for the purpose of securing said bonds and coupons, its mortgage upon all its property, real and personal, then owned or which might thereafter be acquired, and all of its right, title, interest and equity of redemption therein, that is to say, all of its street railway then laid and in operation and constructed, or yet to be constructed, including all fixtures and appurtenances, engines, boilers, derricks, pulleys, belts, connections, generators, wires, poles, road bed, right-of-way, tracks, iron, ties, splices, chains, bolts, nuts, spikes, cars, and all other apparatus, fixtures, machinery, tools, implements and appliances of every name and nature whatsoever, used or employed in or about the construction, maintenance, repair or operation of said street railway; and also the electric light and gas plant together with all its fixtures and appurtenances, including engines, boilers, dynamos, derricks, pulleys, belts, connections, wires, poles, lamps, transformers, furnaces, scrubbers, oil-tanks, gasometers, mains, meters, drip-boxes, and all other apparatus, fixtures, tools, machinery, implements and appliances of every name and nature whatsoever, used or employed in or about the generating, producing, manufacturing or furnishing by the said corporation of electric light or gas for power, heating or lighting purposes in said city of Marinette, together with all lands then or which might thereafter be owned and used by the said corporation for the purposes of its said street railway or the said electric light and gas plant, or business of generating, producing, manufacturing or furnishing electric light or gas in said city, and the rights, privileges, franchises, immunities and exemptions which the said corporation then owned, had, or enjoyed, or which it might thereafter acquire, own, have, or enjoy, and all the revenues, tolls and income of said street said railway and electric light and gas plant and property; and —

Whereas the said corporation has not paid the principal of said Fifty Thousand Dollars ($50.000) of first-mortgage bonds, or any part thereof, but only the interest accrued by the coupons attached to said bonds; and —

Whereas the said Jesse Spalding is willing to cancel and surrender said first-mortgage bonds and to acknowledge satisfaction of said mortgage, upon the execution and delivery to him of Fifty Thousand ($50.000) Dollars of the first funding mortgage bonds of said corporation, payable to him or bearer, at the Commercial National Bank of Chicago, in the city of Chicago and State of Illinois, in gold coin of the United States of America of the present standard weight and fineness, in five annual installments as follows, to-wit: —

Five Thousand ($5000) Dollars, payable July 10th A. D. 1898;
Five Thousand ($5000) Dollars, payable July 10th A. D. 1899;
Five Thousand ($5000) Dollars, payable July 10th A. D. 1900;
Five Thousand ($5000) Dollars, payable July 10th A. D. 1901;
and Thirty Thousand ($30000) Dollars, payable July 10th A. D. 1902;
with semi annual six per centum interest coupons attached to each of said bonds, secured by a first mortgage executed to the said John B. Hancock, as Trustee, upon all the property, real and personal, now owned, possessed or enjoyed or which may hereafter be owned, possessed or enjoyed by said corporation, including all of its street railway lines, tracks, rights of way, and all property, fixtures, appliances and appurtenances in any manner connected therewith or used therewith, and its gas and electric light plants, together with all property, fixtures, appliances or appurtenances in any manner connected therewith or used therewith, and all

the rights, privileges, franchises, immunities and exemptions which the said corporation now owns, has or enjoys, or which it may hereafter acquire, own, have or enjoy; and all the rents, issues, tolls and income of said street railway and electric light or gas plants, and said property and of the said corporation from whatever source; and

Whereas the said Marinette Bay, Electric Light and Street Railway Company was on the tenth day of July A.D. 1897 at a meeting of its stockholders duly called, authorized by the vote of stockholders of said corporation owning three fourths (3/4) of the capital stock thereof, to make and deliver to said Jesse Spalding Fifty Thousand ($50,000) Dollars of its first funding mortgage bonds, with semi-annual six per cent time coupons attached thereto, of the tenor set forth in said vote, being of the same tenor in which said bonds and coupons have since been actually executed payable to said Jesse Spalding, or bearer, at the Commercial National Bank of Chicago, in the city of Chicago and State of Illinois, in gold coin of the United States of America of the present standard weight and fineness, and to make, execute and deliver its mortgage to the said John B. Hancock as Trustee, securing such bonds, in the identical form and tenor of this instrument and of the recitals which are a part hereof; and

Whereas the said corporation has this day, for the purposes aforesaid, caused to be executed on its behalf and part by its president and secretary, Fifty (50) One Thousand ($1000) Dollar bonds, numbered consecutively from One (1) to Fifty (50) inclusive, payable to the said Jesse Spalding or bearer at the Commercial National Bank of Chicago, in the city of Chicago and State of Illinois, in gold coin of the United States of America of the present standard weight and fineness, as follows, to-wit: Said bonds numbered from One (1) to Five (5) inclusive, being payable respectively on the 10th day of July A. D. 1898; said bonds numbered from Six (6) to Ten (10) inclusive, being payable respectively on the 10th day of July A. D. 1899; said bonds numbered from Eleven (11) to Fifteen (15) inclusive, being payable respectively on the 10th day of July A. D. 1900; said bonds numbered from Sixteen (16) to Twenty (20) inclusive, being payable respectively on the 10th day of July A. D. 1901; and said bonds numbered from Twenty-one (21) to Fifty (50) inclusive, being payable respectively on the 10th day of July A. D. 1902; and has caused to be executed, on its behalf and part, by its president and secretary, the requisite number of semi-annual six per cent time interest coupons of Thirty ($30) Dollars each, which are attached to the said bonds and are payable to the bearer in gold coin of the United States of America of the present standard weight and fineness, on the first days of January and July during each of the five years, beginning with January 10th A.D. 1898; and has caused said bonds and coupons to be delivered to the said Jesse Spalding

Now Therefore in consideration of the premises and the sum of Fifty Thousand ($50,000) Dollars to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, and of the surrender and cancellation of the Fifty Thousand ($50,000) Dollars of first mortgage bonds hereinbefore agreed to, and which fall due on the 10th day of July A.D. 1897, as aforesaid, and in order to secure the due and punctual payment of the principal and interest of the first funding mortgage bonds hereinafter mentioned, issued and bearing even date herewith, has granted, bargained, sold, assigned, set over, released, conveyed and confirmed, and by these presents does grant, bargain, sell, convey, assign, set over, release and confirm unto the said party of the second part, as Trustee aforesaid and to his successors in office and assigns forever, all the right, title and interest of the said party of the first part in and to all of its property, of every name and nature, real, personal or mixed, now owned, possessed or enjoyed or which may hereafter be acquired, possessed or enjoyed by it and all of its estate, right, title, interest and equity of redemption therein including all of its street railways now laid constructed or in operation, or which may be hereafter laid, constructed or in operation, including all of its fixtures and appurtenances, engines, boilers, shafting, pulleys, belts, connections, generators, wires, poles, road bed, right of way, tracks, switches, splices, chairs, bolts, nuts, spikes, cars and all other apparatus fixtures, machinery, tools, implements, appliances or appurtenances of every name and nature whatsoever, used or employed in or about the construction, maintenance, repair or operation of said street railway; and also the electric light and gas plants, together with all the fixtures and appurtenances, including engines, boilers, dynamos, shafting, pulleys, belts, connections, wires, poles, lamps, transformers, furnaces, scrubbers, oil tanks, gasometers, mains, meters, drip boxes, and all other apparatus, fixtures, machinery, tools, implements and appliances of every name and nature whatsoever, used or employed in or about the

generating, producing, manufacturing or furnishing by the said party of the first part of electric light or gas for power heating or lighting purposes in the city of Marinette, together with all lands or real property now or which may hereafter be owned, possessed or enjoyed by the said party of the first part, and wherever situated; and all the rights, privileges, franchises, immunities and exemptions which the said party of the first part now owns, has or enjoys, or which it may hereafter acquire, own, have or enjoy and all the rents, revenues, tolls and income of said street railways and electric light and gas plants and property and of the said party of the first part whatsoever name.

To Have and To Hold The above described and hereby granted property, rights, privileges, franchises, immunities exemptions revenues, tolls and income, unto the said party of the second part, his successors and assigns forever, for the only proper use, benefit and behoof of the said party of the second part, his successors and assigns; in trust, nevertheless, for the equal prorata benefit and security of all of the holders of any of the above and hereinafter mentioned bonds, without any preference or priority of one bond over another for the uses and purposes hereinafter declared and expressed.

Provided Always, and These Presents are upon the express condition, That if the party of the first part, its successors or assigns, shall well and truly pay or cause to be paid in gold coin of the United States of America of the present standard weight and fineness, the principal and interest of the Fifty Thousand Dollars ($50,000.) of first funding mortgage bonds issued by the party of the first part, and bearing date herewith, to the several owners or holders thereof, when and as the same shall become due and payable, according to the time and effect of said bonds, and shall also pay when and as the same shall become due and payable, according to the time and effect thereof, the coupons thereto attached, which payments respectively the said party of the first part hereby promises and covenants to make when and as the same shall become due and payable as aforesaid, then these presents and said bonds shall become void and of no effect; and due satisfaction and discharge of these presents shall be forthwith given by the party of the second part, his successor or successors. Otherwise these presents and the said bonds and coupons thereto attached, to remain in full force and effect.

Covenant to pay Taxes.

And the said party of the first part, in consideration of the premises, covenants, promises and agrees that, having possession of all and singular the real and personal property, rights, privileges, franchises, immunities, exemptions, revenues, tolls and income hereinbefore described or mentioned, it shall and will well and truly pay and discharge, or cause to be paid and discharged as the same shall be legally demanded, each and every tax, assessment, or other liability, which may from time to time be lawfully levied, assessed or imposed by competent authority upon the said property, rights, franchises, or privileges, or upon any part thereof, the lien whereof might or could be held to be superior to the lien of these presents, so that the priority of these presents shall at all times be duly maintained and preserved.

Covenant to Preserve.

That having possession, as aforesaid, the party of the first part shall and will diligently preserve all the right, privileges and franchises, which have been or may be granted, or are by it now or hereafter owned, possessed or enjoyed, and which are subject to the lien hereof; and whenever necessary or advisable will comply with the laws of the said State of Wisconsin, or the resolutions, orders or ordinances of the said City of Marinette, in such manner and form as counsel learned in the law shall advise, with a view to effectually preserve, obtain or secure the corporate rights, privileges, immunities, exemptions and franchises, enabling it to locate, construct, use, operate or maintain its said street railway line or lines, or its said electric light and gas plants and works, as the same are now constructed, or as the same or any part thereof, shall hereafter be constructed and completed ready for use and operation; it shall and will at all times maintain, preserve and keep the same and every part thereof, in thorough repair, working order condition and equipment; and shall and will from time to time, make all needful and proper repairs, renewals and replacements, useful alterations, additions, betterments and improvements, so that the traffic and the business of every part thereof of the said party of the first part shall at all times be done with safety and expedition and with such reasonable success and profit as existing circumstances and conditions will permit.

Covenant for Further Assurance

The party of the first part hereby covenants and agrees that it will from time to time and at all times hereafter, upon reasonable request, execute all such further deeds of conveyance, mortgages or assurances in the law for the better assuring unto the said Trustee, or his successors in office and for the purposes herein expressed or intended, all and singular the said premises, property, equipments, appurtenances, rights, interests, franchises, privileges and effects hereby mortgaged, or purporting or intended so to be, whether now owned or possessed by, or vested in said party of the first part, or as shall be hereafter acquired or possessed by, or vested in it, ~~and all other property and things whatsoever which may be hereafter acquired or possessed by, or vested in it~~, and all other property and things whatsoever which may be hereafter acquired in aid of, or by way of substitution for, or addition to said premises, property, equipment, appurtenances, rights, interests, franchises, privileges or effects, or for the use or purposes of the same, or any part thereof, as by the Trustee or bond holders, or counsel learned in the law, shall be reasonably desired, advised or required. _____

_____ Mortgagor to Retain Possession Until Default.

Until default shall be made in the payment of the principal or interest of the said bonds, or some of them or until default shall be made in respect of something herein required or agreed to be done, kept or performed by the said party of the first part, the said party of the first part shall be suffered and permitted to possess, manage, operate, use and enjoy the said street railway, and the said electric light and gas plants their equipments and appurtenances, and all other property hereinbefore described, or referred to, and receive and dispose of all the rents, income, issues, profits, fares and tolls thereof, as if this indenture had not been made.

Trustee May Take Possession and Operate On Default.

In case default shall be made in the payment of any interest on any of the aforesaid bonds, according to the tenor and effect of said bonds and of the coupons thereto annexed or in any requirement hereof to be done or kept by the party of the first part, and if such default shall continue for the period of ninety days it shall be lawful

for said Trustee, personally, 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 to have, hold and use the same, operating by his superintendents, managers, receivers, or servants, or other attorneys or agents, the said street railway and the said electric light and gas plants, and conduct the business thereof, exercising the rights, privileges and franchises pertaining thereto, and making from time to time all repairs and replacements, and such useful alterations, additions and improvements thereto, as may seem to the said trustee to be judicious; and to collect and receive all tolls, fares, income, rents, issues and profits of the same, and of every part thereof; and, after deducting the expenses of operating and conducting said business, and all of the said repairs, replacements, alterations, additions and improvements, and all payments which may be made for taxes, assessments, charges or liens prior to the lien of these presents upon said premises or property, or any part thereof as well as just compensation for his own services, and for the services of such attorney and counsel as may have been by the said Trustee employed, to apply the moneys arising as aforesaid, to the payment of interest in the order in which such interest shall become due ratably to the persons holding the coupons evidencing the right to such interest. 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, after making such provision as to him may seem advisable for any half year's interest next to fall due, shall restore the possession of the property hereby conveyed, or of such part thereof as he may have taken possession, unto the said party of the first part, its 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 exhaust or in any manner impair the power of entry or sale, or any powers herein granted to, or conferred upon the said Trustee.

Trustee May Bring or Defend Suits, &c.

Said Trustee when in possession of said property or any part thereof, shall have the right as irrevocable attorney, or attorneys of said party of the first part, to bring or defend in the name of the said party of the

first part, any action or actions for the collection of any and income, revenues, tolls or earnings of said business or property, or for obtaining or defending the possession, or for the recovery of damages for injury to or conversion of any property subject to the lien or trusts of these presents.

Receiver May Be Appointed Upon Default.

Or, upon such default, the said trustee shall be entitled to apply to any court of competent jurisdiction for the appointment of a receiver of all of the said mortgaged property, and of all the rents, income, profits, tolls, issues and revenues of the said street railway, and the said electric light and gas plants and business, and of the said party of the first part, from whatever source derived; and thereupon, it is hereby expressly covenanted and agreed that such court shall forthwith appoint a receiver of such mortgaged property, and of such rents, income, profits, tolls, issues and revenues, with the usual powers and duties of receivers in like cases; requiring from such receiver sufficient and adequate security for the faithful discharge of his said duties. _____

Power of Sale.

In case default shall be made in the payment of any interest upon any of said bonds, or of the principal thereof, as aforesaid, and shall continue for ninety days after demand made for payment thereof, or should default be made, under such default be waived, for the said party of the second part, his successor or successors in this trust, after entry, as aforesaid, or other entry, or without entry, by his attorney or attorneys, agent or agents, to sell and dispose of all and singular the said street railway, electric light and gas plants and appurtenances, and all the property, premises, rights, interests, privileges and franchises hereby mortgaged or intended so to be, at public auction to the highest bidder at such time and place in the city of Marinette in the state of Wisconsin, as the said trustee may designate, having first given public notice of the time and place, and terms of such sale, by adequate notice published at least once in each week for eight consecutive weeks, in one or more newspapers published in the cities of Marinette aforesaid and Chicago, in the State of Illinois, with the right to adjourn such sale or sales from time to time in the discretion of such trustee, giving reasonable notice of such adjournment, and, after so adjourning, to make the sale

at the time and place to which the same may be adjourned; and on the consummation of the sale upon the terms and conditions thereof, 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, made as aforesaid, shall be a perpetual bar, both in law and equity, against the said party of the first part, and all other persons lawfully claiming or to claim the said property, rights, interests, privileges and franchises, or any part thereof, as said, by, from, through, or under the said party of the first part. And, after deducting from the proceeds of such sale, just allowances for all expenses of said sale, including attorneys and counsel fees, and all other expenses, advances and liabilities, which may have been made or incurred by the said trustee in operating said street railway, or the said electric light and gas plants or business or in maintaining the same, or in managing its business while in possession thereof, and all payments which may have been made by the said trustee for taxes or assessments, or other proper charges upon the said property, appurtenances, rights, interests, privileges and franchises, or any part thereof, as well as reasonable compensation for his own services, then to apply the said proceeds to the payment of the principal of such of the aforesaid bonds as may be at such time unpaid, whether the same shall have previously become due or not, the said trustee being hereby authorized in such case to declare all such bonds presently due, and of the interest which shall at that time have accrued on the said principal and be unpaid, without discrimination or preference, but ratably, to the aggregate of said unpaid principal and accrued and unpaid interest added together, and after satisfaction of all said bonds accrued hereby, with the interest thereof, to pay over the surplus of such proceeds, if any, to the said party of the first part, or to such party as may then be entitled to receive the same. _____

Provision for Sale not to Exclude Remedy by Suit.

The provision for sale upon default under the power is cumulative to the ordinary remedy by foreclosure in the courts, and the trustee herein, upon default being made as aforesaid, may, at his discretion, and upon the written request of the bond-holders of the majority in value of the said bonds then unpaid, shall, upon being properly indemnified, institute proceedings to foreclose

this mortgage in such manner by sale under the power herein given, or by suit, as the said majority of the said bond holders may direct; and if no such discretion is given in this behalf, then in such manner as to the said Trustee may seem most expedient. _____

Right to Enforce Mortgage in Trustee Only.

That the right of action under this indenture shall be, and the same is hereby vested in the said John J. Kanevek, party of the second part, Trustee, his successor or successors, and under no circumstances, shall any individual bond holder or number of bond-holders, have any right to institute such action or other proceeding on or under this indenture for the purpose of enforcing any remedy herein and hereby provided, unless requested thereto by the holders of the majority in value of the said bonds then outstanding, after a wrongful refusal of the said Trustee so to do; and all actions and proceedings for the purpose of enforcing the provisions of this indenture shall be instituted and conducted by the said party of the second part, his successor or successors in this trust, according to this and their sound judgment and discretion, without any interference on the part of any individual bond-holder or bond-holders until and unless the holders of, or a majority in value of said bonds then outstanding shall unite in requesting in writing the party of the second part, his successor or successors, to do or refrain from doing any particular act or acts, or to pursue or refrain from pursuing any particular line of conduct or policy connected with the enforcement of this security, in which case the Trustee shall conform his action to such request. _____

When Trustee to Exercise Power of Entry and Sale.

And it is hereby declared and agreed that it shall be the duty of the Trustee hereunder to exercise the power of entry hereby granted, or the power of sale hereby granted or both, or to take appropriate proceedings in equity or at law to enforce the rights of the bond-holders under these presents, upon a requisition in writing, as hereinafter specified: _____

1. If the default be as to the interest or principal of any bonds, such requisition upon the said Trustee shall be by holders of not less than a majority in interest of the

then outstanding bonds; and upon such requisition and proper indemnification by the persons making the same to the Trustee against the cost and expenses to be by the said Trustee incurred, it shall be the duty of the Trustee his successor or successors, to enforce the rights of the bond-holders under these presents, by entry, sale or a legal proceeding, as said Trustee, being advised by counsel learned in the laws, shall deem most expedient for the interest of all the holders of said bonds. _____

2. If the default be in the omission of any act or thing required by the covenant herein contained for the further assurance of the title of the Trustee to any property or franchises now possessed or hereafter acquired, or in the omission to comply with any other provision herein contained to be performed or kept by the said party of the first part, then and in either of such cases, the requisition shall be as aforesaid, but it shall be within the discretion of the Trustee to enforce or waive the rights of the bond-holders by reason of such default, subject to the power hereby declared of a majority in interest of the bondholders by a requisition signed by such majority, to instruct the said Trustee to waive such default, or upon adequate indemnity, as aforesaid, to enforce their rights by reason thereof: provided that no action of the said Trustee or bond-holders, or both, in waiving such default, or otherwise, shall extend to or be taken to affect any subsequent default or to impair the rights resulting therefrom.

Power of Bond-Holders to Waive Default.

No delay or omission of the said Trustee, or of the holders of bonds hereby secured, in respect to any default happening and continuing as aforesaid, to exercise the rights and powers arising therefrom as hereinbefore provided shall be held to exhaust or impair such rights and powers, or be construed to be a waiver of such default, but it is hereby mutually agreed as conditions subject whereto the bonds hereby secured are issued and held by each successive holder, that the holders of a majority in interest of such bonds at any time outstanding may, by an instrument under their hands and seals, or resolution adopted at a meeting of such bond-holders, waive or instruct the Trustee to waive any default occurring, and the rights occurring thereupon, or such

times and conditions as to such majority may seem proper; provided always, that no such action of the bond-holders shall extend to, or be taken to affect any subsequent default, or impair the rights resulting therefrom, unless expressly provided for; and, such majority may in like manner, if upon default as hereinbefore provided, the principal of all or any of the bonds hereby secured shall become, or be by said trustee declared due and payable before the period herein mentioned for the payment thereof shall have expired, waive such default, or arrest the action of said trustee in that behalf; and, upon any default, as aforesaid, in the payment at maturity of the principal of any of the bonds secured hereby, such majority may, in like manner, waive such default, and any rights arising therefrom respecting any bonds secured hereby; and if upon any default as aforesaid, the said Trustee shall, either on his own motion or after a requisition and indemnification, proceed to execute the power of entry or of sale, or both, or take legal proceedings for the enforcement of the rights of bond-holders accruing from such default, it shall be competent for said majority in interest, in the manner aforesaid to instruct the said Trustee to suspend or postpone the execution of such power, or the prosecution of such legal proceedings, for a period definite or indefinite but not longer than two years, with such uniform provisions in regard to interest accruing or principal maturing in the meantime, and arrears of interest, or bonds matured, as to such majority may seem expedient, which instruction if so given, shall be controlling and shall be conformed to; any such action, by the majority, as in this article provided, shall be binding and conclusive upon all the bond-holders; the intent of this provision being to afford time for the association of the company's finances in case of disaster thereto, or disappointment of present expectations, or failure of income or profits, if such majority in interest of such bond-holders shall deem it expedient.

Trustee May Purchase at Sale for Bond-Holders.

On any sale, whether by the Trustee or a court, of the property, interests, rights, privileges or franchises hereby mortgaged or any part thereof, the Trustee

shall have the right to buy in the same, and a majority in amount of the holders of the outstanding bonds shall have the right, by an written instrument, properly witnessed and proved, to fix a sum which it shall be the duty of the Trustee to bid at said sale on behalf of and for the benefit of such bond-holders, but only on condition that the provision is made by said majority to the satisfaction of the Trustee, or the court, as the case may be, for the payment in cash of all expenses incurred in the execution of the trusts of these presents, and of the proportion of such sum payable to the bond-holders not concurring in such request. On any purchase, the Trustee shall hold the property, rights, interests, privileges and franchises so purchased upon trust for the equal benefit of the bond-holders who shall request the Trustee to buy in the property on their behalf, as the absolute property of said bond-holders, without any right of redemption or resale in favor of said company, or any bond-holders. On any such purchase, outstanding bonds or interest coupons to the satisfaction of which any part of the avails of said sale would be devoted, and to the extent thereof, shall be received as, or in lieu of, cash.

Principal May Be Declared Due By Trustee On Default in Payment of Interest.

In case default shall be made in the payment of any semi-annual interest on any of the aforesaid bonds at the time and in the manner expressed in the coupons issued therewith, the said coupon having been presented and the payment of the interest therein specified having been demanded, and if such default shall continue for the period of ninety days after such demand, then and thereupon the principal of all the bonds hereby secured shall at the election of the Trustee, become immediately due and payable, anything contained in said bonds or herein to the contrary notwithstanding; but a majority in interest of the holders of said bonds may, by an instrument in writing, signed by said majority, before the interest in arrear shall be paid, instruct the said Trustee to declare the said principal to be due, or to waive the right so to declare, on such terms and conditions as such majority

shall deem proper, or may annul or avoid the election of the Trustee; provided that no action of the Trustee or bondholders shall extend to, or be taken to affect any subsequent default, or to impair the rights resulting therefrom. ——

Trustee May Release Property Under Certain Conditions

And it is hereby further agreed that if at any time hereafter the said party of the first part should desire to have any portion of the property hereby mortgaged or intended to be, released from the operation hereof, and other property equally available for the same purposes substituted in lieu thereof as part of the mortgage security, the said Trustee shall release the same from the operation of this mortgage, and receive such substituted property in lieu thereof, but only in case in the opinion of said Trustee such substituted property is equally available for the purposes aforesaid, as the property so released. ——

And it is further hereby agreed by and between the parties to these presents, that if at any time the said party of the first part shall change the line of its roadway, or of any side track or tracks, turnouts or switches, or shall, with the consent of said Trustee and with due regard for the interests of said company and the said bondholders, cease to use any property, real or personal, now owned or used by it, such roadway, side track or tracks, turnouts or switches, and such property, real or personal, so abandoned, shall not be deemed to have been covered by this mortgage, but this mortgage shall be deemed to apply to and cover any roadway, side track or tracks, turnouts or switches or property, real or personal, as shall be substituted therefor. ——————————

Part of Property May Be Sold By Mortgagor Upon Written Consent of Trustee.

It shall and may be lawful for the party of the first part by and with the consent and approval in writing of the party of the second part, his successors or assignees, at any time or times hereafter, to exchange for other property, or to sell any part of the hereby mortgaged property free and clear from the lien or encumbrance of these presents, and to convey the same without liability on the part of the grantee for the disposition made of the price paid or property received in exchange; provided

however, that the proceeds of any sales so made shall, at the option of the party of the first part, be invested by it either in the improvement of any remaining part of the mortgaged property, or in the purchase by the party of the first part of other property, real or personal, which property so purchased, as also any that may be acquired in exchange as aforesaid by the said part of the first part, shall be subject to all the trusts hereby declared (including that of sale or exchange), of the property in this indenture described, and (if it shall be required by the party of the second part), shall be conveyed in mortgage by the party of the first part to the party of the second part to be so held; or in the purchase of bonds hereby secured, which bonds so purchased, shall be forthwith cancelled and delivered to the party of the second part. ——————

Trustee May Appoint Agents, Clerks, &c.

And it is hereby also further agreed that the said trustee shall have full power from time to time to employ such managers, attorneys, clerks, agents and assistants as he shall find necessary to enable him to discharge properly the duties devolving upon him under the provisions of this instrument, and to defray the expenses of executing said trusts out of any money coming to his hands; and any moneys which he shall expend for executing said trust, or for protecting the trust property, or for repairs or purchase money of necessary equipments and machinery shall constitute a lien on the trust estate in his hands, prior to the bonds hereby secured. A majority in amount of said bondholders may, by an instrument in writing, sanction or ratify any such expenditures, which shall be conclusive evidence of the amount thereof. ——————————

Compensation of Trustee &c.

The Trustee may pay such reasonable compensation as he shall deem proper to all managers, attorneys, clerks, agents or assistants whom he may reasonably employ in the management of the trust, and the said trustee shall be paid by the said party of the first part, or in default out of the trust moneys, the sum of One Hundred and Fifty Dollars ($150.00) per month for the time during which he shall be actually and reasonably employed in the execution of the trusts herein contained. And it is further agreed that in

no case shall the Trustee be required to act herein for the enforcement of the annual provisions hereof, until he is furnished with sufficient funds for the purpose, or is suitably indemnified.

New Trustee May Be Appointed.

And it is hereby further provided and agreed that in case of death, resignation, incapacity or removal of the party of the second part as trustee herein, or a vacancy in any manner occurring in such trusteeship, such vacancy shall be filled by the appointment of a new trustee by any court in the State of Wisconsin, whether of the State or of the United States, having jurisdiction in the premises, which appointment may be made either upon application of the said party of the first part, giving such previous notice by publication or otherwise as the court may direct, or on application of any one or more of the holders of said bonds hereby secured, giving such previous notice to said party of the first part as the court may direct, in case said company should neglect for sixty days to make application to fill the vacancy, as aforesaid; and so, from time to time, as vacancies shall occur in the trusteeship, the same shall be filled in the manner above described; and each new trustee, thus from to time appointed to fill the vacancy, shall, upon such appointment without further act, deed or conveyance, become and be vested with and subject to the duties, rights, powers and duties of the former trustee in whose place he shall be appointed; but, nevertheless, the retiring trustee, and the representative of a deceased trustee, shall, if required, make, do and execute any acts, deeds or things which shall be requisite or proper fully to vest in and confirm to such substituted trustee, such rights, estates and powers formerly vested in the trustee whom he shall succeed.

And it is agreed and hereby provided that said trustee may be removed, and a successor may be appointed, at any time by any court of competent jurisdiction, upon application of a majority in interest of the holders of the then outstanding bonds hereby secured, and such successor shall thereupon be vested with and subject to the duties, rights, powers and duties of the former trustee in whose place he shall be appointed.

Interpretation of the Word "Trustee"

It is mutually understood and agreed by and between the parties hereto that the word "Trustee" when and as used in these presents, except where some other is plainly refered to, is intended to refer to and describe and shall be construed to mean the person who for the time being shall be charged with the execution of the trusts of these presents, whether the same be the said party of the second part, his successor or successors, in said trust.

In Witness Whereof, the said party of the first part has caused these presents to be executed by its president, and countersigned by its secretary, and its corporate seal to be hereunto affixed, and said party of the second part has set his hand and seal on the day and year first above written.

Done in presence of
C. Martineau
Chas. H. Davis

Marinette Gas, Electric Light and Street Railway Company
H. L. Higgins. President.
Countersigned
G. W. Hanley. Secretary
John T. Hancock [Seal]

State of Wisconsin } ss.
Marinette County }

Be it remembered that on this 5th day of August, A. D. 1897, personally appeared before me Harry L. Higgins, the president, and George W. Hanley, the secretary, of the Marinette Gas, Electric Light and Street Railway Company, to me known to be the president and secretary respectively of said corporation, and acknowledged that they executed the foregoing instrument for and on behalf of the said Marinette Gas, Electric Light and Street Railway Company, fully and voluntarily, for the uses and purposes therein mentioned; and at the same time also appeared the said John T. Hancock, to me known to be the person executing the foregoing instrument, as party of the second part, and acknowledged that he executed the same freely and voluntarily for the uses and purposes therein mentioned.

Charles H. Davis
Notary Public.

State of Wisconsin } ss.
Department of State }

Received this 31st day of August A. D. 1897, at 9 o'clock A. M. and recorded in Vol. 11 of R. R. Mortg and Trust Deeds on pages 287 to 290.

L. E. Vanderwalk. Asst. Sec. of State

Lease

Between

The Victoria Rolling Stock Company of Ontario (Limited)

and

The Minneapolis, St. Paul and Sault Ste Marie Railway Co.

and

The Canadian Pacific Railway Company.

This Agreement, made this second day of August, in the year of our Lord one Thousand eight hundred and ninety seven, between The Victoria Rolling Stock Company of Ontario, Limited hereinafter called the Lessors and The Minneapolis, St. Paul and Sault Ste. Marie Railway Company and The Canadian Pacific Railway Company (hereinafter called the Lessees)

Witnesseth That the Lessors hereby lease to the Lessees the following Railroad Equipment and Rolling Stock: Five Hundred (500) Thirty five (35) foot Box cars, hereinafter more fully described with the privilege of using the same at the Lessees own risk, until the first day of August, one Thousand nine hundred and seven, on which day the Lessees shall and will return the same to the Lessors in the city of Toronto in their present good order and condition (reasonable wear and tear alone excepted) and without expense for such return because of unavoidable accidents.

1. It is Agreed, That the value of the said railroad equipment and rolling stock is as follows:-

Qty.	Description	Numbers. From. To.	Cost.	Builders.
500.	35 ft. Box cars at $493 each.	15000 15998 even numbers only.	$246,500.00	The Wells and French Co. of Chicago, Ill. U.S.A.

and in case all or either or any part of either of them, or any portion of such kind shall during the continuance of this lease from any cause (unavoidable accidents not excepted) be destroyed or injured beyond repair, the Lessees shall and will forthwith in writing (delivered to the Lessors manager) notify the Lessors of such destruction or injury as the case may be, and shall and will at their own cost and as often as may be necessary replace the railroad equipment and rolling stock that may be so destroyed or injured by other railroad equipment and rolling stock of equal value and of like material, character and construction; and if all or either, or any part of either of them, or any portion of such kind be in any way lost or destroyed or injured as aforesaid prior to actual return to the Lessors, and the same are not replaced as above provided

said value with interest at six and one quarter per centper annum from the date of these presents to less five-thirds of the rent (to be credited pro rata to each item of said railroad equipment and rolling stock on the basis of the respective values above assigned to the respective items) that may have been previously paid for the use of said railroad equipment and rolling stock shall notwithstanding anything herein contained become immediately due and payable and shall be paid by the Lessees to the Lessors; and in case said railroad equipment and said rolling stock shall be returned to or be received by the Lessors under the provisions of this lease in a damaged condition, the amount of any damage so done shall be paid by the Lessees to the Lessors, which said damages shall be conclusively determined without right of appeal by the written finding of all or of the majority of three arbitrators residing in Toronto to be appointed - one by the Lessors, one by the Lessees, and the third by the two first chosen; if within five days after notice to the Lessees to name an arbitrator one be not named by them the Lessors may forthwith name the three who shall act with like effect as if they had been mutually chosen.

II. It is Further Agreed, That the Lessees will not use nor allow the said railroad equipment and rolling stock to be used otherwise than as is herein permitted, nor will assign, transfer, or dispose of the same or of this contract without the written consent of the Lessors first had and obtained; and that the Lessees will deliver to the Lessors at the expiration of every year from the date hereof an accurate statement by their General Manager or other proper officer or agent in respect of said railroad equipment and rolling stock specifying the number, description and condition of each and whether it is in actual use or undergoing repair or destroyed or otherwise and whether it has been repaired and to what extent during the year then elapsed, and will permit any person appointed by the Lessors to inspect once in every year at a reasonable time all said railroad equipment and rolling stock and will furnish such person with all reasonable facilities and with authority to travel without charge by any regular train over the railroad of the Lessees, and of any company controlled by them for the purpose of making such inspection and the expenses of such inspection shall be paid by the Lessees to the Lessors, and when required will furnish said railroad equipment and rolling stock

to the Lessors agent for examination.

III. It is Further Agreed, That the Lessees shall keep the said railroad equipment and rolling stock in proper and complete repair and working condition until the said first day of August, one thousand nine hundred and seven (reasonable wear and tear excepted); and such repairs and work done in order to keep the said railroad equipment and rolling stock in this good order and condition shall be made and maintained to the satisfaction of the agent or engineer of the Lessors.

IV. It is Further Agreed, That the Lessees shall at the request of the Lessors have the said railroad equipment and rolling stock insured for the benefit of the Lessors to such an amount not greater than the above valuation as may be required by the Lessors and shall pay for and keep the said railroad equipment and rolling stock so insured for and during the continuance of this lease and deposit the policies of insurance with the Lessors; but the said Lessors may notify the Lessees not to do so, and thereafter the Lessors may at their option cause an insurance to be effected in such companies and in such manner as they may from time to time think best, and the said Lessees shall and will on demand pay the premiums for such insurance and such other expenses as may be incident thereto in respect of the period after that, if any, for which the Lessees may have effected insurance before notice.

V. It is Further Agreed, That on conspicuous places selected by the Lessors on the body of each of said items of railroad equipment and rolling stock at the cost of the Lessees there shall be placed two cast iron plates, with the following lettering in large letters: The Victoria Rolling Stock Company of Ontario, Limited, owners, Trust Lease L. for the purpose of designating the same as the property of the Lessors, and held by the Lessees under these presents, and the Lessees may change the same or otherwise mark the leased railroad equipment and rolling stock as the Lessors shall from time to time require and in the event of any of said marks or signs being destroyed or partially obliterated or becoming indistinct, the Lessees shall immediately restore the same; and all such other things whether in the nature of instruments of writing or otherwise shall be done as by the counsel of said Lessors shall be deemed necessary and expedient for the full and complete protection of the rights of said Lessors as owners of said railroad equipment and rolling stock.

VI. The Lessees agree to pay in gold coin to the Lessors or their agents and assigns hereinafter set out, at the head office of the Dominion Bank in the City of Toronto the following sums as rent for said railroad equipment and rolling stock, namely: for and in each the sum of forty-nine Thousand five hundred dollars ($49,500.00).

On the first day of February, 1898,	the sum of	$ 13,394.97,
On the first day of August, 1898,	the sum of	13,394.97,
On the first day of February, 1899,	the sum of	13,394.97,
On the first day of August, 1899,	the sum of	13,394.97,
On the first day of February, 1900,	the sum of	13,394.97,
On the first day of August, 1900,	the sum of	13,394.97,
On the first day of February, 1901,	the sum of	13,394.97,
On the first day of August, 1901	the sum of	13,394.97,
On the first day of February, 1902	the sum of	13,394.97,
On the first day of August 1902	the sum of	13,394.97,
On the first day of February 1903	the sum of	13,394.97,
On the first day of August 1903	the sum of	13,394.97,
On the first day of February 1904	the sum of	13,394.97,
On the first day of August 1904	the sum of	13,394.97,
On the first day of February 1905	the sum of	13,394.97,
On the first day of August 1905	the sum of	13,394.97,
On the first day of February 1906	the sum of	13,394.97,
On the first day of August 1906	the sum of	13,394.97,
On the first day of February 1907	the sum of	13,394.97,
On the first day of August 1907	the sum of	13,394.97.

making for all the payments of rent the sum of two hundred and sixty-seven Thousand eight hundred and ninety-nine dollars and forty cents ($267,899.40) over and above such cash payment of forty-nine Thousand five hundred dollars ($49,500.00); and each of such payments other than such cash payment shall be represented by the written obligations of the Lessees for the like amount bearing even date herewith and maturing so that the day of payment shall be the day when such an amount of rent is payable. And the Lessees further agree to pay all taxes that may at any time be levied or assessed upon said railroad equipment and rolling stock or upon the obligation for rent hereby entered into by the Lessees or upon this contract, including all taxes and assessments whether municipal, parliamentary or otherwise levied or assessed against the Lessors by reason of these presents and

all premiums for insurance that may be paid by the Lessors under the provisions of these presents. _____

VII. It is further agreed, that the Lessors shall and will on the said first day of August, one thousand nine hundred and seven or sooner determination of this lease, yield and deliver the said railroad equipment and rolling stock in the city of Toronto into the possession of the Lessors or their agents by writing authorized to receive the same in their present good order and condition (reasonable wear and tear alone excepted) and without expense for non-delivery, because of unavoidable accident

VIII. It is further agreed, that in the event of the waiver of the benefit of any covenant or condition in this lease, on the part of the Lessors, such waiver, however often the same shall happen, shall not be assumed or deemed to extend to any instance or any breach of covenant or condition other than that to which such waiver shall specially relate, nor condition to be a general waiver of the benefit of any such covenant or

IX. It is further agreed, that if at any time the Lessees shall make any default in performance of any of their undertakings herein entered into, or shall fail to pay such rent as it matures, or said insurance premiums or taxes or shall fail to keep and maintain the said railroad equipment and rolling stock in good order and condition or on said first day of August, one thousand nine hundred and seven, or sooner determination of this lease, shall fail to deliver possession of the same or having paid said rent shall fail within the time limited to purchase and pay for said railroad equipment and rolling stock then said Lessors may at their option without demand first make repossess themselves of said railroad equipment and rolling stock whether the same be on the premises of said Lessees or elsewhere and the Lessors may for this purpose without ~~the~~ or hindrance with all necessary engines, servants, appliances and assistants enter said premises and any premises of any company controlled by the Lessees, and remove said railroad equipment and rolling stock therefrom or at the Lessors' option may keep the same on any of said railways or premises until the Lessors shall have sold them, and shall hold the same discharged from any further liability hereunder, and from the Lessees' option to purchase and shall be entitled to hold and maintain all rent therefore paid to them, and to

recover forthwith from the Lessees rent at the rate aforesaid up to the time of such repossession, together with damages to be ascertained by arbitration as above, in case of injury to said railroad equipment and rolling stock and with damages in addition for breach of agreement which last damages shall be ascertained and liquidated by charging the Lessees with rent as above from date of such repossession to the end of this term, viz., up to the first day of August, one thousand nine hundred and seven, as if the same was then actually due and payable, and by allowing them on account of such indebtedness a credit less expenses of Two-Thirds of the actual value of the railroad equipment and rolling stock thus repossessed, to be estimated as of the date of such repossession, but which estimated value shall not exceed the value placed upon said railway equipment and rolling stock in the first paragraph of these presents, or at the option of the Lessors such estimated value shall be arrived at by actual cash sale of the said railroad equipment and rolling stock; and in the latter event such credit shall be the amount actually realized by the Lessors on any such sale and with a view to such sale the Lessors may offer said railroad equipment and rolling stock for sale by public auction or private contract in one or more parcels as they may deem proper, and may buy in and re-sell without being answerable for any loss on resale of all or any portion thereof. It is agreed that in case possession of any of the said railroad equipment and rolling stock shall in the course of traffic be transferred from the Lessees to any other company or person, such other company or person shall be answerable to the Lessors for the re-delivery of the same. _____

X. The Lessors shall have the right at all reasonable times, by themselves or their agents or servants to examine and inspect the said railroad equipment and rolling stock for the purpose of ascertaining whether the Lessees are complying with the terms of these presents. _____

XI. After the said Lessees shall, in manner and form herein provided, and without default, have paid to the Lessors the sum of forty-nine thousand five hundred dollars, and the said sum of two hundred and sixty-seven thousand, eight hundred and ninety-nine dollars and forty cents, for rent and all said taxes and insurance moneys and expenses and also shall have kept observed and performed

in every respect all the covenants, agreements and stipulations herein contained, and on the part of the Lessees to be kept observed and performed, then it is agreed that the Lessees may at their option at any time within one month after the time of maturity as above of the last instalment of rent, purchase said railroad equipment and rolling stock at the price of one dollar and upon the payment of the said sum to them, the Lessors shall thereupon, by bill of sale, convey said railroad equipment and rolling stock to the said Lessees. _____

XII. Nothing herein contained and no action hereunder shall divest the title of the Lessors to said railroad equipment and rolling stock until the rents above enumerated and the purchase money with the insurance premiums above named and interest thereon at said rate shall have been fully paid by said Lessees, and until the bill of sale therefor shall have been delivered. Until after such payment and delivery the said railroad equipment and rolling stock shall remain the property of the Lessors, and no right whatever thereto shall pass to the Lessees excepting that of using the same in strict compliance with the terms of these presents. _____

XIII. In case the Lessors shall at any time assign the said railroad equipment and rolling stock and these presents, then it shall be and become a contract between the Assignee and Lessees, and the Assignee shall have and possess all the property, rights, powers and remedies which are now held, owned, possessed or belonging to the Lessors, and with the same effect as though these presents had been originally made between the Assignee and Lessees. _____

XIV. The giving of said written obligations shall not operate as payment or satisfaction of any portion of said rent, but said written obligations shall be deemed merely collateral to the covenants for payment of rent. _____

XV. In the event of the Lessors becoming entitled to repossess themselves of the said railroad equipment and rolling stock or any part thereof under any of the terms of these presents, they shall be entitled to be supplied by the Lessees with proper sidings along the Lessees' line, and to have such railroad equipment and rolling stock delivered to the Lessors at such sidings and to store the same there free of charge so long as the Lessors so require - such siding accommodation to be at such point or points as the Lessors in

writing shall name. _____

XVI. The terms railroad equipment and rolling stock used in these presents shall include all the engines, tenders and cars with their furnishings and other appurtenances mentioned or referred to in the first paragraph of these presents, and any engines, tenders, cars, furnishings, and other appurtenances that may be substituted for any portion thereof. _____

XVII. It is conclusively admitted by the Lessees that each covenant on their part herein contained is intended to be and shall be construed as a joint and several covenant by each of the said Railway Companies with the Lessors. _____

In Witness Whereof the Lessors have hereunto set their corporate seal by the hand of their Vice-president and Managing Director and the Lessees have hereunto set their corporate seal by the hand of their President or Vice-president and Secretary respectively. _____

For the Victoria Rolling Stock Company of Ontario, Limited

Corporate Seal

Signed, sealed and delivered in presence of
J. D. Montgomery
as to execution by the Victoria Rolling Stock Co. Limited

John Burns.
Vice President.
H. B. Hammond
Managing Director.

Minneapolis, St. Paul and Sault Ste. Marie Railway Company

Corporate Seal

Chas. Litzby
as to execution by the Minneapolis, St. Paul and Sault Ste. Marie Railway Company.

By Thomas Lowry.
President.
Charles T. Clement
Secretary.

The Canadian Pacific Railway Company.

Corporate Seal

A. A. Cameron.
as to execution by the Canadian Pacific Railway Company.

T. G. Shaughnessy.
Vice President.
C. Drinkwater
Secretary.

Province of Ontario
County of York, To-wit

I, John Dawson Montgomery, of the city of Toronto in the County of York, Esquire a Notary Public by Royal authority duly appointed in and for the Province of Ontario, do hereby certify:- That John Burns, Vice-President and Herbert Hardyle Hammond, Managing Director, of the Victoria Rolling Stock Company of Ontario, Limited severally did the foregoing instrument on behalf of the said company as

each Vice President and Managing Director thereof respectively and their names are thereunto subscribed as such officers. That I know the corporate seal of the said company and that the seal affixed to the foregoing instrument is the corporate seal of the said company. That such instrument was signed and sealed on behalf of the said company by the said Vice-president and Managing Director under the authority of a resolution expressly passed for the purpose the same having been passed by the board of directors of said company and the said Vice-president and Managing Director of such company signed their names as such Vice-president and Managing Director under the authority of such bylaw.

In Witness Whereof I have hereunto set my hand and affixed my Notarial Seal of office at my chambers, in the city of Montreal this eleventh day of August A. D., 1897.

J. D. Montgomery
A Notary Public &c.

Notarial Seal

Dominion of Canada
Province of Quebec
County of Hochelaga
City of Montreal
} To Wit:

On This Tenth day of August, A. D. 1897, before me, a Notary Public in and for the Province of Quebec, personally came Thomas G. Shaughnessy the Vice-president, and Charles Drinkwater, the Secretary of the Canadian Pacific Railway Company, to me personally known to be such Vice-president and secretary, and to be the persons who executed the foregoing instrument on behalf of the said company, as the Vice-president and Secretary thereof respectively, and whose names are thereunto subscribed as such officers; and they severally duly acknowledged the same to be their free act and deed as such Vice-president and Secretary, and the free and voluntary act and deed of the said The Canadian Pacific Railway Company, for the uses and purposes therein expressed and the said Charles D. Shaughnessy and Charles Drinkwater being by me first duly sworn, did depose and say that they are respectively the Vice-president and Secretary of the said company as hereinbefore stated; that they know the corporate seal of the said company; that the seal affixed to the foregoing instrument is the corporate seal of the said company; that the said instrument was signed and sealed on behalf of the said company by its authority, and that they signed their names thereto as such President and Secretary by the like authority.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

J. A. Lamarre
A Notary Public &c.
Province of Quebec

Notarial Seal

United States of America
State of Minnesota
County of
} ss.

On this Twentieth day of August, 1897, before me, a Notary Public in and for the city and county of Hennepin in the state of Minnesota, personally came Thomas Lowry the President, and Charles S. Clement, the Secretary of the Minneapolis, St. Paul and Sault Ste. Marie Railway Company to me personally known to be such president and secretary, and to be the persons who executed the foregoing instrument, on behalf of the said company, as the president and secretary thereof respectively, and whose names are thereunto subscribed as such officers; and they severally duly acknowledged the same to be their free act and deed, as such president and secretary, and the free and voluntary act and deed of the said The Minneapolis, St. Paul and Sault Ste. Marie Railway Company, for the uses and purposes therein expressed; and the said Thomas Lowry and Charles S. Clement, being by me first duly sworn, did depose and say, that they are respectively the president and secretary of the said company, as hereinbefore stated; that they know the corporate seal of the said company; that the seal affixed to the foregoing instrument is the corporate seal of the said company; that the said instrument was signed and sealed on behalf of the said company by its authority and that they signed their names thereto as such President and Secretary by the like authority.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Chas. Lilly
A Notary Public in and for
the County of

Notarial Seal

State of Wisconsin
Department of State
} ss.

Received this 3rd day of Sept. A. D. 1897 at 11:45 A. M and recorded in Vol. 11 of R. R. Mortgage and Trust Deeds on pages 290 to 299 inc.

G. E. Vinderook, Asst. Secretary of State.

Duluth, Superior and Western Terminal Company.

First Mortgage.

This Indenture made the Thirteenth day of August, in the year one thousand eight hundred and ninety-seven, between the Duluth, Superior and Western Terminal Company (hereinafter called the Terminal Company), a corporation, organized and existing under the laws of the State of West Virginia, party of the first part, and the New York Security and Trust Company (hereinafter called the Trustee), a corporation, organized and existing under the laws of the State of New York, party of the second part, witnesseth:

Whereas, in an action in the Circuit Court of the United States for the Western District of Wisconsin, wherein the Safe Deposit and Trust Company of Baltimore was complainant, and the Duluth and Winnipeg Terminal Company and Peter White were defendants, a decree of foreclosure and sale under a certain mortgage or deed of trust, executed by the said Duluth and Winnipeg Terminal Company to the said Safe Deposit and Trust Company of Baltimore, dated July 1, 1892, was duly rendered by the said Court, at a regular term thereof on the 5th day of April, 1897, and thereafter all the property and franchises of the said Terminal Company were, on the 15th day of May, 1897, duly sold at public auction, under and by virtue of the said decree, by Henry S. Butler, Commissioner, appointed thereby for that purpose, to John W. Sterling, John A. Garver and George H. Shurtleff, a committee representing the holders of the bonds of the said Terminal Company secured by the said mortgage or deed of trust; and

And Whereas, the said sale was thereafter duly confirmed by an order of the said Court made on the second day of June, 1897; and the said property and franchises were thereafter and on or about June 11, 1897, duly conveyed by the said Henry S. Butler, Commissioner, to the said John W. Sterling, John A. Garver and George H. Shurtleff, as joint tenants and not as tenants in common; —

And Whereas, the said purchasers thereafter, by deed of even date herewith, to which reference is hereby had, sold and conveyed the said property and franchises to the Terminal Company, party of the first part hereto, and in consideration thereof the Terminal Company agreed, among other things, to execute this mortgage or deed of trust covering the said property and franchises, and to execute and deliver to the said John W. Sterling, John A. Garver and George H. Shurtleff, and their survivors, jointly and not severally, five hundred thousand dollars ($500,000) of its first mortgage four per cent. fifty year gold

bonds, secured by its mortgage or deed of trust as herein set forth, and bonds to bear interest from July 1, 1897;

And Whereas, the Terminal Company, by its Board of Directors has duly resolved to issue its said five hundred thousand dollars ($500,000) of first mortgage four per cent. fifty year gold bonds, all of which bonds and coupons are to be equally secured by these presents and to be substantially in the following form:

No. $1,000.

United States of America.
State of Wisconsin.
Duluth, Superior and Western Terminal Company.
First Mortgage Four Per Cent. Fifty Year Gold Bond.

The Duluth, Superior and Western Terminal Company, for value received, hereby promises to pay to the bearer, unless this bond is registered, and, if registered, then to the registered holder hereof, on the first day of July, 1947, the sum of one thousand dollars, in gold coin of the United States, of the present standard of weight and fineness, at its agency in the city of New York, or, at the option of the holder, the equivalent thereof, in Sterling money of Great Britain at the rate of four shillings and one penny sterling for each dollar, at its agency in the city of London, England, together with interest thereon at the rate of four per centum per annum from July 1, 1897, payable at either of said places, at the option of the holder, in like gold coin or in like Sterling money, at the rate aforesaid, as the case may be, on the first days of January and July in each year, on presentation and surrender, at either of the places aforesaid, of the annexed coupons, as they severally become due. —

This bond is one of a series of like tenor and date, aggregating $500,000, par value, numbered consecutively from one upwards; the payment of all of which bonds is equally secured, without priority or preference, by a mortgage or deed of trust, of even date herewith, to the New York Security and Trust Company, of New York, Trustee, conveying all of the property of the said Terminal Company, both real and personal, income, tolls, profits and franchises now owned or hereafter to be acquired. —

The principal of this bond may, in the manner and with the effect prescribed by the said mortgage or deed of trust, be declared to be due by reason of any month's default in the payment of interest or of default in the performance of any other obligation imposed upon the Terminal Company by the said mortgage or deed of trust. —

It is expressly agreed between every holder of this Bond, the said Terminal Company and all present and future stockholders of the said Terminal Company, that every such stockholder shall be exempt from personal liability for the payment of either principal or interest on this Bond. —

This Bond may be registered as provided by the endorsement hereon. This Bond shall not become obligatory, until the Certificate endorsed hereon is signed by the said Trustee or its successors in the Trust.

In Witness Whereof, The Duluth, Superior and Western Terminal Company has caused its corporate seal to be hereunto affixed, and the same to be attested by the signatures of its President and Secretary on this Thirtieth day of August, 1897. _____

Duluth, Superior & Western Terminal Company

By _____ President.

Attest: _____ Secretary.

Form of Coupon

$20.

The Duluth, Superior & Western Terminal Company will pay to the bearer, on the first day of _____, for of Taxes, Twenty dollars in United States gold coin, at its agency in the city of New York or at the holder's option its equivalent in sterling money, at the rate of four shillings and one penny half penny per dollar at its agency, in London, England, for semi-annual interest on its First Mortgage Four per cent. Gold Bond, No. _____

_____ Treasurer

[Form of Registration Clause.]

This Bond may be registered in the owner's name on the company's books, at its agency either in New York City or London, such registry being noted on the Bond by the company's transfer agent, after which no transfer shall be valid unless made on the company's books by the registered owner and similarly noted on this Bond; but the same may be discharged from the registry by transfer to the bearer, after which it shall be transferable by delivery; but it may be registered again as before. The registry of the Bond shall not restrain the negotiability of the coupons by delivery merely; but the coupons may be surrendered, after which the interest shall be payable only to the registered owner of the Bond. _____

And Whereas, There is to be endorsed on each of said bonds, when issued, a certificate of the Trustee that it is one of the bonds issued hereunder, and no bonds are to be entitled to the security of this mortgage or deed of trust or be valid for any purpose, unless or until such certificate thereon shall have been executed by the Trustee, such certificate to be substantially in the following form:

[Form of Trustee's Certificate]

This is one of a series of Bonds issued by the Duluth, Superior & Western Terminal Company, authorized by the Mortgage or Deed of Trust referred to in the within bond. _____

New York Security & Trust Company, Trustee.

By _____ 2d Vice President.

And Whereas, The Board of Directors of the Terminal Company duly resolved to secure the payment of the principal and interest of all of said bonds, according to their tenor, by a mortgage or deed of trust of its property and franchises to the Trustee above named, and this Indenture, having been submitted to the said Board of Directors, it was duly resolved that the same be executed by the President of the Terminal Company in its name and on its behalf, that the corporate seal of the Terminal Company be thereto affixed and attested by its Secretary, and that this Indenture be acknowledged and delivered on behalf of the Terminal Company to the Trustee and duly recorded; _____

Now, Therefore, This Indenture Witnesseth, That, in consideration of the premises and of the purchase and acceptance of the said bonds by the holders thereof and of one dollar in hand paid by each of the parties hereto to the other, the receipt whereof is hereby acknowledged, and in furtherance of the objects hereinbefore specified, and in order to secure the payment of the said bonds and interest thereon, The Duluth, Superior and Western Terminal Company, the party of the first part hereto has granted, bargained, sold, assigned, transferred and conveyed, and by these presents does grant, bargain, sell, assign, transfer and convey unto the New York Security and Trust Company, the party of the second part hereto, and to its successors in the trust, all and singular the right, title, interest and estate of the said Duluth, Superior and Western Terminal Company in those tracts of land situate in the city of Superior, Douglas County, Wisconsin, described as follows: _____

Beginning at a point on a right line production of the west line of Railroad Avenue, as the same is platted and on file in the office of the Register of Deeds in Douglas County, Wisconsin, said point being nineteen hundred and eighty feet (1,980) north of the center line of East Second Street, at the intersection of said center line with the west line of Railroad Avenue, which center line is located by two stone monuments, one at the intersection of the center line of Bass Avenue with the center line of East Second Street and one at the intersection of the center line of Hatch Avenue with said center line of East Second Street; thence running north from the above located starting point and following a right line production of said west line of Railroad Avenue to a point on the proposed dock line hereafter to be established; thence

running easterly and following said proposed dock line, proposed to be established, to a point that is five hundred and eighty feet (580) distant easterly from the first above described line said five hundred and eighty feet (580) being measured on a line at right angles to the said first described line; thence running south parallel to the first above described line to a point that is five hundred and eighty feet (580) east of the place of beginning, said five hundred and eighty feet (580) being measured on a line at right angles to the said first described line; thence running west five hundred and eighty feet (580) to the place of beginning; also an undivided one half of that part of blocks numbered thirty-seven (37), thirty-nine (39) and forty-two (42) on East Seventh Street, lying south of the right of way of the Superior Short Line Railway Company; the undivided one-half of block numbered thirty-eight on East Eighth Street, lying south of the right of way of the Superior Short Line Railway Company; the undivided one-half of blocks numbered forty (40), forty-two (42) forty-four (44) and forty-six (46) on East Eighth Street, reserving and reserving the easement and right of way along Railroad Avenue heretofore granted and conveyed to the Superior Belt Line and Terminal Railway Company, the Duluth and Winnipeg Railroad Company, and the Duluth, Red Wing and Southern Railway Company along and adjacent to said blocks numbered forty-two (42) and forty-three (43) East Seventh Street, and said block numbered forty-six (46) on East Eighth Street, all in the townsite of Superior, county of Douglas and State of Wisconsin; also a right of way described as follows: That certain strip or belt of land one hundred (100) feet in width extending northerly along and upon Railroad Avenue in the townsite of Superior, Douglas County, Wisconsin, according to the revised plat of said townsite, in the office of the Register of Deeds for said Douglas County, from the north line of the right of way of the Superior Short Line Railway Company where the same crosses said Railroad Avenue, between Sixth and Seventh Streets to the section line between sections twenty-nine (29) and thirty-two (32), in township forty (49) north of range thirteen (13) west, being the north end of said Railroad Avenue, said strip being about thirty-two hundred and sixty (3,260) feet in length measured along the center line of the main track of the Duluth and Winnipeg Railroad, and being included between lines parallel with one distant twenty (20) feet and the other one hundred and twenty (120) feet easterly from the west line of said Railroad Avenue, excepting therefrom the right of way of the Northern Pacific Railroad

Company in said Railroad Avenue where it crosses said avenue; also a right of way described as follows: Beginning at a point on a right line prodination of the west line of Railroad Avenue in the townsite of Superior, in the city of Superior, said point being nineteen hundred and eighty (1,980) feet north of the center line of East Second Street at the intersection of said center line with said west line of Railroad Avenue marked by a stone monument; thence running north from said place of beginning on a right line production of said west line of said Railroad Avenue one hundred and eighty (980) feet more or less to the east and west section line between sections twenty-nine and thirty-two, township forty-nine (49) north range thirteen (13) west, Douglas County, Wisconsin; thence east on said section line one hundred (100) feet; thence north one hundred and eighty (980) feet more or less to a point east of and one hundred (100) feet distant from the place of beginning; thence west one hundred (100) feet to the place of beginning; also all the docks wharves and real estate of the said Terminal Company situate in the city of Superior, in said State of Wisconsin, together with all the terminal property and equipment and improvements thereon, and all and singular the hereditaments and appurtenances thereto belonging or in anywise appertaining; and also any and all other property of the Terminal Company appertaining to said premises and acquired for use in connection with or for the purposes of the business of said Terminal Company.

To Have and To Hold all and singular the premises, lands, rights, privileges, immunities, franchises and property, real, personal and mixed, above conveyed, with the said tenements, hereditaments and appurtenances thereto, whether now owned or held or hereafter acquired, and whether within or without the State of Wisconsin, unto the Trustee and to its successor or successors in the trust, and its or their assigns, according to the nature, tenor or gravity of the trust herein expressed concerning the same. In Trust, however, for the uses and purposes hereinafter mentioned.

Article First.

All the bonds issued under and in pursuance of the terms of this Indenture shall be, in all respects, equally and ratably secured hereby, upon the property hereinbefore described, without preference, priority or discrimination or account of or with reference to the actual time or times of the issue of such Bonds or any of them.

Article Second.

The Trustee shall suffer the Terminal Company to possess,

control and manage all the property aforesaid, and to receive and 144
the tolls, incomes, revenues, rents, issues and profits thereof in the same manner and with the same effect as if this deed had not been made, so long as the Terminal Company shall well and truly perform all and singular the stipulations of the said bonds and the coupons attached thereto and the covenants of this Indenture.

Article Third.

After this Indenture shall have been duly executed, delivered and recorded, the Terminal Company shall execute and deliver to the Trustee five hundred ($500) of the said bonds, numbered from 1 to 500 inclusive, to be certified or countersigned by it, as herein provided; and the Trustee shall thereupon forthwith certify or countersign the same and deliver them to the said John W. Sterling, John A. Garver and George H. Church, or their survivors, jointly as aforesaid or upon their joint order in part payment of the purchase price of the said property.

Article Fourth.

In case the Terminal Company shall fail to pay the interest on any of the Bonds secured by this Indenture, or any part thereof, at any time when the same may become due or payable, according to the tenor thereof, and shall continue in such default for six months after such payment has been demanded at its agency in the city of New York or London, then and thereupon the principal of all the Bonds hereby secured shall be and become immediately due and payable, provided that the Trustee gives written notice to the Terminal Company, while such default continues, of its election to that effect; which notice it shall be bound to give, if required in writing so to do by the holders of one-quarter in amount of all such Bonds, then outstanding: provided, nevertheless, that at any time after such default shall have been so made and have continued as aforesaid, and before the actual payment of the interest, it shall be lawful for a majority in interest of the holders of all such Bonds then outstanding, for the time being, to direct the Trustee, by a written instrument signed by them, either forthwith to exercise its power of declaring the principal of said Bonds due and payable, or to waive the exercise of said power (if exercised) or to annul and rescind the exercise of said power (if exercised), either absolutely or on such terms as may be directed by the said majority by the same instrument, and the

Trustee shall act in accordance with such directions; and in case such notice of election has been given and is afterwards withdrawn or annulled by such direction, the Terminal Company shall have no right to treat the said Bonds as having become due or payable under such election; provided, nevertheless, that no action taken by the Trustee or by the bondholders under this Article, as to any default, shall prejudice or affect the powers or rights of the Trustee or of the bondholders, in the event of any subsequent default.

In case the premises hereby conveyed, or any portion thereof, shall be sold under or by virtue of any lien which may have priority over this Indenture, the principal of all the Bonds hereby secured shall be and become immediately due and payable simultaneously with such sale.

Article Fifth.

If and whenever the Terminal Company shall make any default in payment of the interest upon any of the said Bonds, and such default shall continue for the period of six months after demand made for such payment, or in case the principal of any of the said Bonds becomes due and payable, and is not paid upon demand, or in case of the violation of any other of the covenants in this Indenture contained, the Trustee may, in its discretion and must, on the written request of the holders of one-half in amount of all such Bonds then outstanding, take with or without suit for foreclosure, actual possession of the said property, things and effects, hereby conveyed, and the Trustee may, personally or by attorney, manage and operate the same and receive all tolls, rents, income and profits thereof, until such time as the said Bonds and interest thereon are fully paid or satisfied. The Trustee may, if it deems it advisable, after such entry as aforesaid, demise and let the said railway (subject, however, to the provisions hereof) to any person or persons, corporation or corporations, willing to work and operate the same, for such term or period, upon such rent or proportion of receipts or profits and generally upon such terms and conditions as the Trustee shall in its discretion think fit.

Article Sixth.

In case of such entry and operation by the Trustee or in case of such lease of the premises hereby secured, the Trustee shall apply the money received by it from the operation of the property or lease of the premises as follows: first, to the payment of the expenses of the trust hereby created (including its own compensation and counsel fees), the expenses of the management of the said property and appurtenances, and the cost of such repairs

thereof as may be needed to keep the same in good working order; secondly, to the payment of whatever may be justly due and payable under liens of any kind having priority over this indenture, in the order of their priority; thirdly, to the payment of interest on and upon the said Bonds with interest upon delayed interest, and lastly, to the payment of the principal of the said Bonds.

Article Seventh.

The Trustee, upon becoming entitled to take possession of the property aforesaid, may, in its discretion, and must, on the written request of the holders of at least one-half in amount of the Bonds hereby secured and then unpaid and outstanding, cause the said premises so mortgaged to be sold en masse entirety (unless directed in writing by the holders of two-thirds of all the Bonds, hereby secured and then outstanding, to sell in parcels), at public auction in the city of Superior, Wisconsin, to the highest bidder, giving at least ninety days' notice of the time, place and terms of such sale, and of the specific property to be sold, and whether the same will be sold en masse entirety or in parcels, by publishing such notice in two daily newspapers in the said city of Superior and in two daily newspapers in the city of New York, one in each week for nine weeks during the said term of ninety days; and upon receiving the purchase money therefor the Trustee shall execute to the purchaser or purchasers thereof a good and sufficient deed or deeds of conveyance, in fee simple, which sale and conveyance shall forever bar and foreclose against the Terminal Company, its successors and assigns, respectively, and all persons claiming under it or them of all right, title, estate, interest or claim in or to the premises, property, things, franchises, privileges and immunities so sold and each and every part thereof, whether the Trustee is in possession thereof or not; and the receipt of the Trustee shall be a full and sufficient discharge to each purchaser or purchasers, and no purchaser holding such receipt shall be liable for the proper application of the purchase money, or be in any way bound to see that the same is applied to the uses of this trust, or be in any manner answerable for its loss or misapplication, or be bound to inquire into the authority for making such sale; and such sale to a purchaser in good faith shall be valid, whether such notice has been given or not, and whether default in payment has been made or not. The Trustee shall have power to adjourn the said sale from time to time, in its discretion; and, if adjourned to another date, such sale may be made at the time appointed, without further notice.

Article Eighth.

After retaining from the proceeds of such sale the costs and expenses thereof and of the execution of this trust, and all payments for taxes, assessments and annual fees, and the Trustee's own reasonable compensation, the Trustee shall apply so much of the proceeds as may be necessary to the payment of the principal and interest remaining unpaid upon said bonds, together with interest upon overdue interest down to the time of sale, without giving preference to either principal or interest: it being the intention of this indenture that, so long as the said railway and its appurtenances shall be managed by the Trustee or a Receiver as a going concern, the income shall be applied to the payment of interest in preference to the principal, but that, after a sale of the said railway and its appurtenances, no such preference shall be made in the distribution of the proceeds. If any surplus shall remain after the payment of the principal and interest of such bonds in full, as aforesaid, it shall be paid to the Terminal Company.

Article Ninth.

The remedies herein provided are intended to be cumulative, and nothing herein contained shall be construed as limiting the right of the Trustee to apply to the Courts for judgment or decree of foreclosure and sale under this indenture, or for the usual writ in the course of such proceedings; and the Trustee may, in its discretion, and must, if not allowed by law to proceed in the manner hereinbefore described, apply to any competent Court for writ by way of foreclosure or otherwise as advised by counsel, instead of taking possession of or selling such property, when required so to do by Bondholders; but in such case the sale shall be made upon substantially such notice as is hereinbefore described, subject to such modification as may be required by law.

No action shall be commenced or prosecuted against the Terminal Company to foreclose the mortgage hereby created, or upon any of the said Bonds or coupons, except by the Trustee, as in this Article provided, unless the Trustee, upon the reasonable request of the holders of such bonds or coupons, accompanied with an offer of adequate indemnity against the expenses of suit, shall refuse to commence such action.

Article Tenth.

Upon any sale of the mortgaged premises hereunder, the holders of the Bonds hereby secured, or any of them, or the Trustee, on behalf of all the Bondholders, shall have the right to purchase upon equal terms with other persons. Any person at such sale shall have the right (provided sufficient money shall be first paid in cash to satisfy costs and all other charges) to use and employ, in the payment of the purchase price, any of the bonds and coupons then outstanding and secured hereby, to the payment of which the proceeds of such sale would be applicable, to the extent which such purchaser, as the holder of such bonds or coupons, would be entitled to share in the proceeds of such sale.

Article Eleventh.

The Terminal Company shall and will, and hereby covenants and agrees with the Trustee that it will, well and truly pay the bonds secured by this indenture, and the interest due and to grow due thereon, according to the tenor thereof, and all taxes and assessments, prior obligations or other liabilities, the lien whereof might or could be held to be superior to the lien of this indenture to the end that the priority of this indenture may at all times be fully maintained and preserved.

Article Twelfth.

In no case shall any claim, benefit or advantage be taken by the Terminal Company of any valuation, extension, stay or other laws to prevent the entry, foreclosure or sale by or at the suit of the Trustee; but the same are hereby expressly waived.

And the Terminal Company, for itself and all persons and corporations hereafter claiming through or under it, or who may at any time hereafter become holders of liens junior to the lien of these presents, hereby expressly waives and abrogates all right to have the properties and estates comprised in the security intended to be created by these presents, marshalled upon any foreclosure or other enforcement thereof.

Article Thirteenth.

The Terminal Company may, from time to time, dispose of any portion of the property covered by this Indenture, which may no longer be required for the due maintenance and operation of its said property; and the Trustee shall thereupon release such property from the lien and effect of this Indenture, upon the demand, in writing, of the Terminal Company, and proof, by affidavit or otherwise, to its reasonable satisfaction, that such property, at the time of

such demand, is unnecessary for use in the conduct of its business. The proceeds of all property sold shall be applied to the purchase of additional property subject to the lien of this indenture.

Article Fourteenth.

All Bonds secured by this Indenture shall be payable to bearer and be negotiable and pass by delivery, unless registered for the time being in the name of the owner thereof in the manner hereinafter provided. The Terminal Company shall have an agency in New York City and in London for the payment of the principal and interest of the said Bonds, in each of which places it shall keep a suitable book for the registry and transfer of said Bonds, in accordance with the terms thereof and of this Indenture; and the office of the Trustee shall be deemed to be such agency in New York City. On any registration of Bonds in such book, a note of such registration shall be properly certified on such bonds; and no transfer of any Bond registered as aforesaid and certified shall be valid, unless made in writing in such transfer book, signed by the party registered as the owner thereof for the time being, or his legal representatives, or his or their agent or attorney thereunto duly authorized. And the fact of every such transfer shall be noted upon the said transfer book, so as to show the number of the Bond transferred and the name and address of the transferee, unless such transfer shall be to bearer, in which case it shall be so entered; and every such transfer shall be noted on the Bond; and, if the last transfer be to bearer, it shall thereafter be transferable by delivery; but every such Bond shall be subject to successive registrations and transfers to bearer, as aforesaid, at the option of each holder. The coupons, when detached from a Bond, whether it be registered or not, shall always be transferable by delivery only.

The Trustee shall have full access, at all reasonable hours and times, to such transfer books, and shall, from time to time, on request in writing, be furnished with a copy thereof by the Terminal Company.

Article Fifteenth.

The Trustee may, in its discretion, and must, whenever required in writing by Bondholders to the aggregate amount of twenty per centum of the Bonds then outstanding, call a meeting of the Bondholders to be held in the City of New York, by publishing notice thereof at least once a week four weeks in one

or more newspapers published in the cities of New York and Superior; and in case the Trustee shall neglect to call such meeting for thirty days after service upon it of such request it shall be competent for any holder or holders of said bonds to that amount to call such meeting in the manner aforesaid and at such meeting so convened the bondholders shall be competent to exercise in person or by proxy all the powers and authority conferred upon them by this indenture and each bond shall entitle the holder thereof to one vote. Reasonable regulations or by-laws in respect to such meetings may, from time to time, be established, altered or repealed by a majority of the bondholders in interest at any such meeting. The quorum may be defined by the by-laws; but until such action shall be taken by the bondholders, a majority in interest of the outstanding bonds for the time being shall be required to constitute a quorum at any such meeting. The Trustee may require that any act or resolution of the bondholders affecting its duties shall be authenticated by the signatures of all the persons assenting thereto, as well as by a minute of the proceedings of the meeting.

Any request in writing or other instrument required by this Indenture to be signed or executed by Bondholders may be in any number of concurrent instruments of similar tenor and date, and may be signed or executed by such Bondholders in person or by attorney in fact. Proof of the execution of any such request or other instrument and of the holding by any person of any of said coupon bonds transferable by delivery, shall be sufficient for any purpose of this Indenture, if made in the following manner: The fact and date of the execution by any person of any such request or other instrument may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the State of New York, that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness to such execution. The amount of coupon bonds transferable by delivery, held by any person executing any such request or other instrument as the holder of bonds, and the amount and serial numbers of the bonds held by such person, and the date of his holding the same may be proved by a certificate in writing executed by any trust company, bank, banker, or other depositary, wherever situated, whose certificate shall be deemed by the Trustee to be satisfactory, showing that such person had on deposit with such depositary the bonds described in such certificate at the date therein mentioned. Such proof shall be conclusive in favor of the Trustee with regard to any action taken by it under such request or other instrument.

Article Sixteenth.

The Trustee may take such legal advice and employ such assistance as may be reasonably necessary for the proper discharge of its duties, and shall be entitled to receive just and reasonable compensation for all duties performed by it in the discharge of its trust and for all its reasonable expenses and disbursements, including the expense of attorney and counsel fees, clerk hire and services of agents, which compensation shall be paid by the Terminal Company and shall also be a lien upon and payable out of any funds coming into the hands of the Trustee.

Article Seventeenth.

The Trustee shall not in any case be held individually liable for any act or default of any agent or person employed by it in any capacity, or for anything except its own fraud or willful misconduct; but it shall only be required to exercise good faith upon its part in the selection and appointment of such agent or

Article Eighteenth.

In case the Trustee, or any Trustee hereunder succeeding to its office, shall die, resign, be lawfully removed or become incapable of acting, a successor to such Trustee may be appointed by the surviving or continuing Trustee, if any, with the consent of the Board of Directors of the Terminal Company, or if there is no surviving or continuing Trustee or if no such appointment is made within thirty days after such vacancy occurs, then by the holders for the time being of a majority in interest of the said Bonds then outstanding, at a meeting of the said Bondholders, duly convened and held in conformity with the provisions of this Indenture; such appointment, however, to have no force or effect, before any default in the payment of coupons or interest, until approved by the Board of Directors of the Terminal Company. If such vacancy is not filled within ninety days after it occurs, any Judge of a District or Circuit Court of the United States for any District in Wisconsin may appoint a Trustee to fill such vacancy, on a petition of the holders of the bonds hereby secured, to the aggregate amount of Twenty per centum of the bonds then outstanding upon

reasonable notice to the Terminal Company and to the surviving Trustee, if any; and the corporation, person or persons so appointed shall be the Trustee or Trustees under this Indenture; and thereforward each Trustee so appointed shall be vested with the same powers, rights and interests and charged with the same duties and responsibilities as if he had been named a Trustee and made a party to this indenture in place of the Trustee to whom he succeeds, without any further act or deed; but the surviving or remaining Trustee, if any, shall nevertheless immediately execute all such conveyances or other instruments as may be necessary or suitable for the purpose of vesting in the new Trustee so appointed a full joint estate in the premises. The present or any future Trustee may be removed by the concurrent vote of a majority of all the directors of the Terminal Company and of the holders of a majority in value of all the outstanding Bonds, viewed thereby, at a meeting of Bondholders convened as aforesaid. _____

Article Nineteenth

The word "Trustee" and the words "party of the second part", wherever used in this Instrument, shall be construed to mean the Trustee for the time being, whether original, successor or substitute; and, all agreements to the parties of the first and second parts shall include the successors and assigns of the said parties respectively. Holders of over due coupons shall, for all purposes under this Indenture, be deemed holders of bonds to the same amount. _____

Article Twentieth.

The Terminal Company shall and will make, execute and deliver to the Trustee all such further deeds, instruments and assurances as may from time be necessary, or as the Trustee may be advised by counsel learned in the law to be necessary for the better vesting in the Trustee the premises hereby conveyed, and for carrying out the objects and purposes of this indenture _____

Article Twenty-first.

Upon the payment of the principal and interest of all the bonds hereby secured, the estate hereby granted to the Trustee shall be void; and the title to all the real and personal property hereby granted, both in law and in equity shall revert to and vest in the Terminal Company, its successors or assigns, without any knowledge or act of satisfaction, reconveyance, surrender, release or any other

act by the Trustee will, in such case, upon the reasonable request of the Terminal Company, satisfy and discharge this Indenture of record, or convey all and singular the said premises, property and effects of the Terminal Company, its successors and assigns, as it or they or a court of competent jurisdiction shall direct. _____

In Witness Whereof, The Duluth, Superior and Western Terminal Company has, in pursuance of a resolution of its Board of Directors, caused its corporate seal to be hereto affixed and this Indenture to be subscribed by its President and Secretary; and the New York Security and Trust Company, for the purpose of testifying its acceptance of the Trust hereby created, has also in pursuance of a resolution of its Board of Directors, caused its corporate seal to be hereto affixed and this Indenture to be subscribed by its Second Vice-President and Secretary, all on the day and year first above written, one other original being executed in the same manner and at the same time. _____

Duluth, Superior and Western Terminal Company

By.. Portland Bibb

President.

Attest:

Benj. Whitley

Secretary

New York Security and Trust Company

By.. A. M. Hyatt

Second Vice President.

Attest:

Osborn M. Bright.

Secretary.

Executed by the Duluth, Superior and Western Terminal Company and the New York Security and Trust Company, in presence of } E. G. Howe, James O. Keler

_____

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

_____ On the 16th day of August, 1897, before me personally came Benjamin Whitley, to me personally known who, being by me duly sworn, did depose and say that he is the Secretary of the Duluth, Superior and Western Terminal Company; that the seal affixed to the foregoing instrument is the corporate seal of the said Company; that the said instrument was

signed and sealed on behalf of the said Company by authority of its Board of Directors, and said Benjamin Whitley acknowledged said instrument to be the free act and deed of said Company. In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

(Notarial Seal)

Joseph E. Ballen
Notary Public (206)
New York County

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

I, Henry D. Purroy, Clerk of the City and County of New York, and also Clerk of the Supreme Court for the said City and County, the same being a Court of Record, Do Hereby Certify, That Joseph E. Ballen whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the City and County of New York, dwelling in the said City, commissioned and sworn, and duly authorized to take the same. And further, that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 18 day of Aug 1897.

(Seal)

Henry D. Purroy
Clerk

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

On this 17th day of August 1897, before me personally came Abram M. Hyatt, to me personally known, who, being by me duly sworn, did depose and say that he is the Second Vice President of the New York Security and Trust Company; that the seal affixed to the foregoing instrument is the corporate seal of said Company; that said instrument was signed and sealed on behalf of the said Company by authority of its Board of Directors, and the said Abram M. Hyatt acknowledged said instrument to be the free act and deed of said Company.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

State of Wisconsin } ss.
Department of State }

Received this 28th day of August A.D. 1897 at 9 o'clock A.M. and recorded in Volume 11 of Railroad Mortgages and Trust Deeds on pages 300 to 318.

G. O. Vandercook Asst. Secretary of State

(Seal)

Chas. R. Braine Jr.
Notary Public
Kings County
Cf filed in New York County.

The foregoing Indenture was duly recorded in all of the offices in which it was required to be recorded by the laws of Wisconsin as follows: Secretary of State, at Madison, Wis. 1897.
Register's Office, Douglas County, Wis. — 1897. Book of Mortgages.

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

I, Henry D. Purroy, Clerk of the City and County of New York, and also Clerk of the Supreme Court for the said City and County, the same being a Court of Record, Do Hereby Certify, That Chas. R. Braine Jr. has filed in the Clerk's Office of the County of New York, a certified copy of his appointment as Notary Public for the County of Kings with his autograph signature, and was at the time of taking the proof or acknowledgment of the annexed instrument, duly authorized to take the same. And further, that I am well acquainted with the handwriting of such Notary, and verily believe the signature to the said certificate of proof or acknowledgment to be genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 18 day Aug 1897.

Henry D. Purroy
Clerk.

State of Wisconsin } ss.
County of Douglas }

I, P. W. Sandberg, Register of Deeds in and for said County and State, do hereby certify that I have carefully compared the attached copy of Mortgage with the original record thereof now on file in my office, and that the same is a true and correct copy of such original record, and of the whole thereof.

I further certify that said original record was made on the 24th day of August, 1897, in volume 35 of Mortgages on page 269 et seq.

Dated at Superior, Wis., this 24th day of August 1897.

P. W. Sandberg.
Register of Deeds.
By . . . . Deputy.

The Bayfield Harbor & Great Western Railroad Co.

Trust Deed

to

The Milwaukee Trust Company.

This Indenture, made This 15th day of October, A. D. 1897, by and between The Bayfield Harbor & Great Western Railroad Company, a corporation organized and existing under the laws of the State of Wisconsin, and hereinafter called the Railroad Company, party of the first part, and The Milwaukee Trust Company, a corporation organized and existing under the laws of the State of Wisconsin and located at the city of Milwaukee in said State, and hereinafter called the Trustee, party of the second part, Witnesseth:

That Whereas, The said Railroad Company has acquired and owns, among others, a franchise and right to construct a railroad from a point at or near the unincorporated village of Bayfield, in Bayfield County, State of Wisconsin, westerly and southerly to a point at or near the unincorporated village of Iron River in said Bayfield County, Wisconsin, or such other point in a southwesterly direction from the said easterly terminus of its road, at or near the said unincorporated village of Bayfield as its board of directors may hereafter determine; ——

And Whereas, The said Railroad Company has surveyed and located its said line of railroad over a portion of the route from said village of Bayfield towards said village of Iron River, the portion of its line so surveyed and located, and the general location of the balance of its line to said village of Iron River being shown and set forth on the maps of location on file and on the records in the office of the secretary of said Railroad Company; ——

And Whereas, said Railroad Company has heretofore secured certain lands and rights along and upon the line of its road, and the work of constructing the said railroad has been commenced, and said company desires to acquire additional rights and properties, and to complete the construction of its railroad and improve and operate the same upon the line located as aforesaid, subject however, to such corrections and changes in its course westerly and southerly from its easterly terminus at or near Bayfield as shall hereafter from time to time be deemed necessary or appropriate by said

Railroad Company. ——

And Whereas, on the 9th day of September A. D. 1897, at a meeting of the Stockholders of said Railroad Company held at its office in the village of Bayfield, Wisconsin, said meeting being duly called and held, a resolution was duly passed authorizing and directing the directors and general officers of said Railroad Company to issue and deliver first mortgage bonds for the principal sum of One Thousand Dollars ($1000) each, payable in gold coin of the United States of the present standard of weight and fineness, thirty years from their date, with interest thereon at five per cent. per annum, payable semi-annually in like gold coin, with coupons attached and to use the same, or the proceeds thereof, in payment of the indebtedness, and for the construction of the railroad of said company, the total amount of which said bonds should not exceed One Million Dollars ($1,000,000), and which said bonds should not be issued and delivered at a greater rate than Fifteen Thousand Dollars ($15,000) per mile of completed road, and should only be issued and delivered at the aforesaid rate upon the construction of each mile of railroad ready for the running of trains over the same, and also authorizing and directing its directors and principal officers to secure the payment of said bonds and interest by a mortgage or trust deed of all the property, rights, privileges and franchises of every name and nature now owned by said Railroad Company, or which it might hereafter own or acquire to the said Milwaukee Trust Company, or some other suitable party as trustee, and authorizing the president and secretary of said Railroad Company to execute the same. ——

And Whereas, at a meeting of the board of directors of said Railroad Company held at its office in the village of Bayfield, Wisconsin, on the 8th day of September A. D. 1897, said meeting being duly called and held, a resolution was duly passed that said Railroad Company issue its first mortgage bonds of the par value of One Thousand Dollars ($1000) each payable thirty years after date, with interest at the rate of five per cent per annum payable semi-annually in gold coin of the United States of the present standard of weight and fineness. The total amount of said bonds not to exceed One Million Dollars ($1,000,000), and said bonds not to be issued or delivered at a greater rate than Fifteen Thousand Dollars ($15,000) per mile of completed

road, upon the construction of each mile of railroad ready for the running of trains over the same, and that said Railroad Company execute and deliver as security for said bonds a mortgage or trust deed executed by the president and secretary of said company to the Milwaukee Trust Company or some other suitable party as trustee, covering all the property, rights, franchises and privileges of every name and nature owned by said Railroad Company or which it might thereafter own or acquire, the form of said bonds and said mortgage or trust deed to be such as should be approved by the president and secretary of said Railroad Company.

And Whereas the president and secretary of said company have approved of a trust deed to be executed in the form as hereinafter set forth, and have approved of a form of bonds and coupons which, except as to the variation in number and date of payment, are of the following tenor that is to say:

United States of America

State of Wisconsin $1000.00

No. ——

The Banfield Harbor and Great Western Railroad Company

First Mortgage Five Per Cent Gold Bond

Know All Men By These Presents: That the Banfield Harbor and Great Western Railroad Company, a corporation organized under the laws of the state of Wisconsin, is justly indebted to bearer in the sum of One Thousand Dollars ($1000), which sum the said company promises to pay in gold coin of the United States of the present standard of weight and fineness, on the fifteenth day of October A.D. 1927, with interest at the rate of five per cent per annum payable semi-annually in like gold coin on the 15th days of April and October of each year, upon the presentation and surrender of the annexed coupons as they severally become due and payable, at the office of the Milwaukee Trust Company in the city of Milwaukee, Wisconsin. ——

This bond is one of a series of bonds of like amount, date and tenor, numbered consecutively from one upwards, and limited in their issue to Fifteen Thousand Dollars per mile of constructed railroad and to one million dollars in the aggregate, and the payment of which bonds is equally secured by a trust deed duly made, executed and delivered and recorded in the office of the Secretary of State of the State of Wisconsin, conveying to the Milwaukee Trust Company of Milwaukee, Wisconsin, as trustee, the railroad, real

estate, rights of way, equipment, rolling stock, tracks, switches, depot grounds, buildings, rights and franchises of said Railroad Company now owned or hereafter acquired by said company which trust deed is a first lien thereon. ——

This bond will be valid only when authenticated by the signature of the trustee named in said trust deed upon the certificate hereon. ——

In Witness Whereof the said Banfield Harbor and Great Western Railroad Company has caused this bond to be sealed with its corporate seal, subscribed with its name and signed by its president and countersigned by its secretary and the coupons annexed to be attested by the signature of its secretary printed thereon this 15th day of October A.D., 1897.

The Banfield Harbor and Great Western Railroad Company

By —— President.

Countersigned; —— Secretary

Coupon

$25.00 $25.00

—— The Banfield Harbor and Great Western Railroad Company will pay to the bearer in gold coin of the United States of the present standard of weight and fineness Twenty-five Dollars on the 15th day of —— at the office of the Milwaukee Trust Company in the city of Milwaukee, Wisconsin, being six months interest on its bond number ——. ——

H. B. Hale, Secretary

Trustee's Certificate

This certifies that the within bond is one of the bonds described in the within mentioned mortgage or deed of trust.

The Milwaukee Trust Company

Trustee.

By ——

Now Therefore to secure the said bonds to be made and issued by the party of the first part, and in consideration of the premises and of the sum of One Dollar paid by the party of the second part to the party of the first part, the receipt whereof is hereby acknowledged, the said party of the first part has granted, bargained, sold, transferred, conveyed, released and confirmed and by these presents does grant, bargain, sell, transfer, convey, release and confirm unto the said Milwaukee Trust Company as trustee, and to its successor in the trust, the entire railroad of said party of the first part and all its right of way, tracks, depot grounds, buildings, machine

houses, warehouses, elevators, bridges, ferries, rolling stock, furniture tools, implements and all other real and personal property of every kind and description, and all its rights, privileges, franchises, immunities, exemptions, riparian rights, water privileges, and all other property, appendages and appurtenances which are now belonging to said party of the first part or which may at any time belong to it, or be in any manner acquired by it.

To Have and To Hold The above granted premises, franchises, rights, privileges and property, together with the hereditaments and appurtenances thereunto belonging, unto the said party of the second part and its successors in the trust hereby created for its only use, benefit and behoof, in trust nevertheless, for the use, benefit and security as well of the parties of the first and second parts as of all persons natural or artificial their respective successors, administrators, successors or assigns who shall be or become the holders or owners of all or any one or more of the said bonds of the party of the first part, upon the conditions, subject to the provisions, according to the stipulations and covenants, in manner following, that is to say:

First. Nothing herein contained shall be so construed as to prevent the party of the first part from selling or otherwise disposing of all or any municipal bonds that may be issued or delivered to it, particularly any bonds which may at any time be issued and delivered to it by the county of Bayfield or the town of Bayfield, Wisconsin and this indenture shall not be considered as covering or including any such municipal bonds; nor shall anything herein contained be so construed as to prevent the party of the first part from selling or disposing of any moneys, bonds or any property received in exchange for its capital stock or on account of any stock subscriptions now, shall this indenture be considered to include any bonds or other property of the party of the first part not added by it for railroad purposes or for the purposes of its organization, and which it may deem for its interest to sell or dispose of, provided that the proceeds of the sale or disposition of such bonds shall be faithfully applied to the repayment of the debts of said Railroad Company, or be used in the construction, development, equipment or maintenance of its road.

Second. Until default be made in the payment of any part of the bonds as provided herein, or any interest that may accrue upon any of said bonds, or in the performance of any of the covenants or conditions herein contained, said party of the first part shall be entitled to remain in the possession and use of all the rights, privileges and property hereby bargained, sold or transferred and to receive the income, rents, profits and issues thereof to its own use and benefit.

Third. None of the bonds to be secured by this mortgage shall become obligatory upon said party of the first part until the same shall be authenticated by the certificate of the trustee endorsed thereon in manner aforesaid.

Fourth. If said party of the first part shall well and truly pay according to the terms and conditions hereof all the principal and interest upon the bonds which it may make and issue in pursuance hereof, and shall observe, keep and perform all of the conditions contained in them and in this indenture, then this indenture and all of the estate, rights, franchises and property hereby created, passed and conveyed to the party of the second part, or its successor in the trust shall become and be absolutely null and void; otherwise to remain in full force. Upon full payment and complete performance of the covenants and conditions herein contained, said party of the second part or its successors in the trust, will make due acknowledgment of satisfaction hereof in manner required by law so as to reinvest in said party of the first part, its successors and assigns, full and complete title of all the premises hereby mortgaged and conveyed.

Fifth. Said party of the first part shall and will provide for and attend to the payment of the principal and interest of the bonds hereby secured, according to the time thereof, and will pay all taxes and assessments of every name and nature that may be duly made upon or against the said mortgaged property, and will save and keep said property free and clear of all liens and encumbrances on account of any and all such taxes and assessments.

Sixth. Said Railroad Company, upon the reasonable request of said party of the second part, or its successor in the trust, will make, execute and deliver all and every further deed, conveyance, transfer or assurance of the property, rights and franchises hereby conveyed or intended to be conveyed, or of any such as may hereafter be acquired by said party of the first part, its successors or assigns, for the better and more

fully carrying into effect the objects and purposes hereof, the said party of the second part, or its successor in the trust, or its counsel learned in the law, shall reasonably advised or required. And said party of the first part, its successors or assigns, shall mortgaged premises in the quiet and peaceable possession of the said party of the second part and its successors in the trust against all and every person or persons lawfully claiming the whole or any part thereof, will forever Warrant and Defend.

Seventh. The bonds issued pursuant to this indenture and the money or property obtained upon the sale and security of the same shall be faithfully applied to the purposes herinbefore recited, and due diligence will be observed in accomplishing the objects and purposes of this indenture. Said party of the second part, and its successors in the trust, shall certify and deliver said bonds to said party of the first part from time to time on the written request of the president of said party of the first part, attested by the secretary under the corporate seal of the company, which said written request shall be a sufficient receipt for the bonds so requested and delivered. Such written request for said bonds shall not be made by the president and secretary of said party of the first part until its chief engineer shall have certified to them in writing that the necessary length of railroad has been constructed, ready for the running of trains over the same, to entitle such amount of bonds to be issued and delivered at the rate of fifteen thousand dollars per mile of constructed road; and said party of the first part shall be entitled to have certified by said party of the second part, and to issue and deliver, fifteen of said bonds per each and every mile of its railroad as and when the same is so constructed.

Eighth. In case default shall be made in the payment of any interest coupons on any of the aforesaid bonds according to the tenor thereof, and such default shall continue for the period of six months after such coupons shall have become due, and payment thereof shall have been demanded by said trustee in behalf of the holders thereof, then the principal of all the bonds issued hereby shall become due and payable, anything contained in said bonds, or herein contained to the contrary notwithstanding, provided a majority in interest of all the holders of said bonds direct in writing said party of the second part or its successor in the trust to declare such principal sums to be due and payable at any time

before the interest so in arrears has been paid.

Ninth. In case default shall be made in the payment of any of the interest coupons attached to said bonds according to the tenor thereof, or in the fulfillment of any of the other requirements to be kept or performed by the party of the first part as in this indenture provided, and if such default shall continue six months then said trustee, its successor or successors, in its discretion shall, upon the written request of the holders of a majority in interest of all the bonds hereby secured then outstanding and unpaid, with or without entry, sell and dispose of all the premises, property, rights, franchises and privileges above described and mortgaged, and all the improvements and additions that may hereafter be made and mortgaged, at public auction in the village of Bayfield or the city of Washburn, Wisconsin, to the highest and best bidder at such sale, first publishing a notice of the time and place of sale, stating therein also the object and terms of said sale, for any twelve successively, one in each week, in some weekly newspaper published in said village of Bayfield or in some daily paper published in said city of Washburn and on said sale shall convey the said property, premises, rights, privileges and franchises herein mortgaged by proper deed or deeds and by proper assignment or assignments to the purchaser or purchasers at such sale, absolutely, and such conveyances shall be a perpetual bar both in law and in equity to any claim or benefit or any equity of redemption and to any and all right, title, interest and claim of said first party to or in said mortgaged premises, property, rights, franchises and privileges or any part thereof, and for the purpose of completing such sale, irrevocable authority is hereby conferred upon the said trustee to make, execute and deliver proper deeds and conveyances to the purchaser or purchasers at such sale, of the whole title to said mortgaged property, rights and franchises, and after deducting from the proceeds of such sale a just allowance for all of the costs, charges and expenses thereof, including a reasonable sum for its compensation and for attorneys fees, and all necessary expenses incurred by the said trustee in managing the sale thereof, the said trustee shall apply the proceeds of said sale to the payment, first of the overdue coupons, next to the principal of such of the aforesaid bonds as may at that time be outstanding and unpaid, whether or not the same

shall have previously become due, and of any other interest which shall at that time have accrued upon the said principal, and be unpaid, without discrimination or preference, but ratably to the aggregate amount of such unpaid principal and accrued interest, and if after satisfaction thereof as aforesaid, any surplus of said proceeds shall remain, said trustee shall pay the same to the said first party, and the said first party for itself, its successors or assigns, covenants with said trustee or its successor in the trust, that in case a sale shall be made under the foregoing power, it will upon request in writing execute, acknowledge and deliver to the purchaser or purchasers of said premises, property, rights and franchises, sufficient deed or deeds of release confirming such sale; but if before actual sale as aforesaid, said first party or its successors or assigns, shall have paid such amount as may be then due and payable upon said bonds and interest coupons, and all expenses and compensation of said trustee, its attorneys and agents, then accruing, and shall then have complied with and performed all its duties and obligations under the terms and conditions hereof, no such sale shall take place.

Tenth. At any sale of the aforesaid mortgaged property, privileges, franchises and rights or any part thereof, whether made by authority of any power herein granted and given, or by judicial authority, the said trustee may bid for and purchase the property so sold or any part thereof, in behalf of the holders of the bonds hereby secured and then outstanding, in proportion to their respective interests.

Eleventh. In case the first party shall make default in paying any sum, whether of principal or interest, herein mentioned, or in keeping any covenant in this mortgage contained and such default continue for six months after demand by such trustee, then the said trustee may upon the written request of a majority in interest of the holders of the outstanding bonds, enter upon and operate the said mortgaged properties, or may sell the same as above provided, or may foreclose this mortgage in any court of competent jurisdiction, and the remedies hereby given are cumulative and not exclusive. Before proceeding to take possession of said premises or to foreclose this deed or mortgage, whether by sale under said power or otherwise, the trustee shall have the

right, first to exact from the bondholders reasonable indemnity against loss or liability that may be incurred by it in so doing and upon the tender by the bondholders, or any of them, of such reasonable indemnity, whether previously requested of them or not and upon the written request of a majority in interest of all the holders of all of said bonds then unpaid or not redeemed, it shall be the duty of the trustee, in case of any default continuing on the part of the party of the first part and not waived as hereinafter provided, to foreclose the lien hereby created in such lawful manner as the trustee may deem best.

Twelfth. No delay or omissions by the trustee in exercising the rights and powers herein granted shall be held to exhaust such rights or powers, or be construed as a waiver thereof, but it is hereby mutually agreed that the holders of the majority in amount of the bonds at the time outstanding may, by an instrument in writing, at any time, whether before or after the institution of foreclosure proceedings, and prior to the time of sale thereunder, waive or institute the trustee to waive any default except that of payment of the principal of said bonds at maturity provided always that no such action on the part of the bondholders shall extend to or be taken to affect any subsequent default or impair the rights resulting therefrom.

Thirteenth. It is hereby declared and agreed as a condition upon which each successive holder of all or any of said bonds and all or any of the coupons for interest on said bonds, receives and holds the same, that no holder or holders of any of said bonds or coupons shall have the right to institute any proceedings in equity, of whatever character or kind for the foreclosure of this indenture, or the execution of the trusts hereof, or for the appointment of a receiver or for any other remedy under this mortgage or deed of trust, or the lien hereby created or otherwise without first giving notice in writing to the trustee of default having been made and continued as aforesaid, and unless the percent in amount of the holders of the then outstanding bonds have in writing notified and requested the said trustee as above provided, and a reasonable opportunity has been afforded to said trustee, after the receipt of such notice and request, to proceed and exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its, the trustee's own name, and without also having offered to the trustee adequate security and indemnity against the costs, expenses and

liabilities to be by the Trustee incurred therein or thereby; and such notice, request and offer of indemnity may be required by the Trustee as conditions precedent to the execution of the powers and trusts of this indenture, to any action of whatever kind in equity, for the foreclosure hereof, for the appointment of a receiver, or for any other remedy hereunder, or otherwise, in case of such default as aforesaid, in the payment of the principal of all or any of said bonds, when the same mature, according to the time thereof; or in case of default as aforesaid, in the payment of any semiannual installment of the interest thereon, or any other default by the said party of the first part, its successors or assigns, to fulfil or to perform any of the covenants or stipulations hereof to be kept and performed on its part. And it is also agreed that no holder or holders of any of the said bonds, or any of the said interest coupons intended to be hereby secured, shall institute any suit, action or proceeding in equity for the foreclosure hereof, or for the appointment of a receiver, or for the collection of any money secured by such bonds or coupons thereunder upon the terms and conditions, and in the manner herein provided.

Fourteenth. Should any suit or other proceeding be brought against the Trustee by reason of any matter or thing connected with the trusts hereby created or by reason of its being such Trustee, it shall be under no obligation to enter any appearance by counsel or in any way to appear in or defend such suit or other proceeding until indemnified to its full satisfaction for so doing, but it may, nevertheless, if it shall so to do appear and defend such suits or proceedings without indemnity, and in such case it shall be compensated therefor from the trust fund.

Fifteenth. Said party of the second part shall be entitled to be reimbursed for all proper outlays of every sort or nature by it made or incurred in the acceptance and discharge of its trusts hereunder, and to receive a reasonable and proper compensation for any duties that it may at any time perform in the discharge of the same (except such duties as shall be required by a bondholder connected with or growing out of the registration of bonds, which shall be paid by the bondholder) and for all damages sustained or incurred by the Trustee, by reason or on account of any negligence of any of its officers, attorneys, agents or servants, selected and retained with reasonable care, in the performance of its trusts hereunder, and all such outlays, fees, commissions, compensations and disbursements shall constitute and continue a lien on the mortgaged property and premises prior to any other claim hereunder.

Sixteenth. In case at any time it shall be necessary and proper for the said second party, or its successors, to make any investigation respecting any facts preparatory to taking or not taking any action, or doing or not doing anything under this trust deed, as such trustee, the certificate of the said first party under its corporate seal, attested by the signature of its president and the affidavit of one of its directors, shall be sufficient evidence of such fact to protect the said second party, or its successor, in any action that they may take by reason of the supposed existence of such fact.

Seventeenth. It shall be no part of the duty of the said party of the second part to see to the recording of this indenture as a mortgage or conveyance of real or personal estate, or to do any other act which may be suitable and proper to be done for the continuing of the lien of this indenture, or for giving notice of the existence of such lien, nor shall it be any part of its duty to effect insurance against fire or other damage on any portion of the mortgaged property or to renew any policies of insurance, or to pay any taxes or assessments upon said property.

Eighteenth. All recitals herein contained are made on the part of the party of the first part, and the party of the second part assumes no responsibility as to the correctness of any statements herein contained. Said party of the second part and its successors shall have no responsibility as to the validity of this deed of trust or mortgage, nor as to the execution or acknowledgment hereof, nor as to the amount or extent of the security afforded by the property covered by this deed of trust or mortgage, and the trustee shall not be in any way liable for the consequences of any breach on the part of the said party of the first part of the covenants herein contained, or for any other act or thing hereunder, except its, his or their own wilful negligence.

Nineteenth. Any trustee hereunder may resign or discharge itself or himself of and from the trust hereby created

by notice in writing to the said party of the first part, given three months before such resignation is to take effect, or such shorter time as the said party of the first part may accept as sufficient notice; and in case of a vacancy in the office of trustee, by resignation or otherwise, a successor or successors may be appointed by the holders of the majority of the bonds then outstanding by an instrument in writing duly signed and acknowledged by them, which instrument shall be recorded in the office of the register of Bayfield County, in said State of Wisconsin or whatsoever office at said time, by the laws of the said State of Wisconsin shall have the lawful custody of the records of said county of Bayfield, or in case said majority do not agree upon the appointing of a new trustee or trustees within thirty days after a vacancy shall occur, then the said party of the first part, or the holder or holders of any of said bonds may apply to any court of original general jurisdiction in said county of Bayfield or in the county of Milwaukee, Wisconsin, for the appointment of a new trustee or trustees, upon such notice as such court shall prescribe to be given, in such manner and upon or to such party or parties, person or persons, as such court shall direct, or upon such notice as shall be in accordance with the rules and practice of the court, and such trustee or trustees so appointed by said majority in interest of said bondholder or bondholders, or by said court, shall, on his or their acceptance of his or their appointment, thereby and thereupon become and be vested with all the powers, rights estates and interests granted to or conferred upon said party of the second part by these presents, without any further assurance or conveyance whatsoever. _____

Fourthly. And this indenture further witnesseth, that said party of the second part hereby accepts the aforesaid trust and conveyance, and agrees to and with the said party of the first part to execute the same upon the terms and conditions hereinbefore mentioned and provided, and it is further mutually agreed that all and singular the aforesaid covenants of the respective parties shall bind their respective successors and assigns. _____

In Testimony Whereof The said party of the first part in pursuance of authority given by law and by resolution of its board of directors has caused these presents to be sealed with its corporate seal, and to be signed by its president and countersigned by its secretary, and the said party of the second part has caused these presents to be sealed with its corporate seal and to be signed by its president and countersigned by its secretary, on the day and year first above written. _____

The Bayfield Harbor and Great Western Railroad Company

By M. J. Dalyrimple,
President.

Attest: M. L. Hale,
Secretary.

Corporate Seal

Signed, sealed and delivered by the Bayfield Harbor and Great Western Railroad Company, by its president and secretary. _____

In presence of
Silas A. Dalyrimple
Alonzo M. Wilkinson

The Milwaukee Trust Company

By M. M. Bank
President.

Attest: Robert Bank
Secretary.

Corporate Seal

Signed, sealed and delivered by the Milwaukee Trust Company by its president and secretary _____

In presence of
C. O. Hannenberg
Chas. G. Arnold

_____

State of Wisconsin } ss.
Bayfield County }

Personally came before me this 27th day of October 1897, the above named M. J. Dalyrimple, president and M. L. Hale, secretary, of the Bayfield Harbor and Great Western Railroad Company, to me known to be the persons who executed the foregoing instrument, and acknowledged the same. _____

Alonzo M. Wilkinson.
Notary Public
Bayfield County
Wisconsin.

Notarial Seal

_____

State of Wisconsin } ss.
Milwaukee County }

Personally came before me this 30th day of October 1897, the above named M. M. Bank, president, and Robert Bank, secretary, of the Milwaukee Trust Company to me known to be the persons who executed the foregoing instrument, and acknowledged the same. _____

C. O. Hammenberg
Notary Public
Milwaukee County
Wisconsin

State of Wisconsin } ss
Department of State }

Received This first day of November, A. D. 1897, at 9: o'clock A. M. and recorded in Vol. 11 of R. R. Mortgages and Trust Deeds on pages 318 to 332.

H. E. Vanderwerk
Assistant Secretary of State

Indexed

Chicago and Northwestern Railway Company

To

United States Trust Company of New York and John A. Stewart

Trustees.

General Gold Bond Mortgage of 1897, $165,000,000.

Dated November 1, 1897.

This Indenture Made the first day of November, one thousand eight hundred and ninety-seven, by and between the Chicago and North Western Railway Company (hereinafter called the "Railway Company"), party of the first part, and the United States Trust Company of New York, a corporation of the State of New York, and John A. Stewart (hereinafter called the "Trustees"), parties of the second part: ———

Whereas, The Railway Company, party of the first part, is a corporation of the State of Illinois and of other States and as such owns and operates certain lines of railroad, hereinafter described, in the States of Illinois, Iowa, Wisconsin and Michigan, and contemplates from time to time hereafter the enlargement, improvement and extension of its property; and also owns or controls the capital stock of the Minnesota and St. Peter Railroad Company and of the Dakota Central Railway Company, and contemplates the possibility of acquiring the railroads of one or both of the said last named companies, by consolidation or purchase; and

Whereas, Portions of the lines of railroad of the Railway Company are subject to the lien of certain mortgages or deeds of trust as hereinafter more particularly mentioned, to secure obligations issued or assumed by the Railway Company, the party of the first part, and now outstanding (hereinafter called "existing bonds"), being in all thirty-one several issues for the aggregate principal sum of $114,302,000, nothing at this date, as hereinafter stated; and" ———

Whereas, For the purpose of retiring said several obligations of the said thirty-one issues last above mentioned, at or before maturity, and for the purpose of providing for the further improvement, betterment or extension of its property, and also for the purpose of retiring at or before maturity the obligations of its said allied companies, the Minnesota and St. Peter Railroad Company and the Dakota Central Railway Company or of either of them, respectively, upon its acquisition of the railroad of either of said companies, the Railway Company, party of the first part, having been duly authorized thereto by action of its Board of Directors and by the concurring vote of the holders

of more than two-thirds of its capital stock, more specifically from time to time to issue its bonds for an aggregate principal sum not exceeding $165,000,000, secured by a mortgage or deed of trust upon all of the said lines of railroad owned by the Railway Company in the States of Illinois, Iowa, Wisconsin and Michigan, together with the equipment, franchises and appurtenances thereof, and also upon the lines of railroad of the Winona and St. Peter Railroad Company and of the Dakota Central Railway Company, so far as they may be acquired by the party of the first part, in case obligations of the Company whose railroads are so acquired shall have been retired by the party of the first part, and bonds hereby secured shall have been issued on that account; and

Whereas, by the resolutions duly adopted by the Board of Directors of the Railway Company and the concurring vote of the holders of more than two-thirds of its capital stock as aforesaid, it has been provided as follows, to-wit:

Said bonds shall be called the "General Mortgage Gold Bonds of 1987"; shall bear date November 1, 1887, in the case of coupon bonds, and of the time of issue in the case of registered bonds; shall become and be payable on the 1st day of November, 1987, in Gold Coin of the United States of the present standard of weight and fineness; and shall bear interest at such rate, not exceeding five per centum per annum, as from time to time the Board of Directors of the Railway Company may determine, payable semi-annually on the first days of May and November in the case of coupon bonds, and quarterly on the first days of February, May, August and November in the case of registered bonds.

Said General Mortgage Gold Bonds of 1987 shall be issued in the form of Coupon Bonds or as Registered Bonds. The coupon bonds shall be each for the principal sum of $1000. and shall give to the holders the right to register the principal thereof, and also the right to convert the same into fully registered bonds. The registered bonds without coupons shall be each for the principal sum of $1,000. or of $5,000 or of $10,000, and may be issued either originally as registered bonds or in exchange for coupon bonds for an equivalent sum.

All bonds, whether coupon bonds or registered bonds, shall be issued as shall be determined by the action of the Board of Directors of the Railway Company, at such times and in such amounts as the purposes for which they are to be issued may require, and shall bear such rate of interest, not exceeding five per cent. per annum, as from time to time shall be determined by said Board of Directors, and as shall be designated in said bonds when issued. Whenever issued, the bonds shall be signed by such officers of the Railway Company as at that time shall be the proper officers to affix such signatures in its behalf, whether they be the same persons who shall originally have signed the General Gold Bond Mortgage of 1987 or persons subsequently holding such offices; and the execution of such bonds by such persons then in office shall have no less force and effect if made by the officers originally signing the said General Gold Bond Mortgage. The coupons to be annexed to the coupon bonds shall be authenticated by the engraved signature of the present Secretary or Assistant Secretary, or of any future Secretary or Assistant Secretary, of the Railway Company; and

Whereas, the proposed General Gold Bond Mortgage of 1987, in this printed form, has been submitted to, and has been approved by the Directors and by the holders of more than two-thirds of the capital stock of the Railway Company, at meetings of said Directors and of said Stockholders, respectively which were duly called and held for such purpose; and

Whereas, the forms of the coupon bonds and of the coupons to be attached thereunto and of the registered bonds and of the certificate for authentication of said bonds are severally and respectively substantially as follows, to-wit:

[Form of General Mortgage Gold Coupon Bond of 1987.]

$1,000.

No.....

United States of America

Chicago and Northwestern Railway Company.

General Mortgage

Gold Coupon Bond of 1987.

Bearing Five per cent. Interest.

Know All Men By These Presents, That the Chicago and Northwestern Railway Company, a corporation, hereinafter called the Railway Company, for value received is indebted to the bearer hereof in the sum of One Thousand Dollars, which the Railway Company promises to pay to the bearer hereof in United States Gold Coin of the present standard of weight and fineness on the first day of November, A. D. 1987, at its office or agency in the City of New York, with interest thereon from the first day of November, 1887, at the rate of five per cent. per annum, payable in like Gold Coin semi-annually, on the first day of May and of November in each year at said office or agency in the City of New York, but only on the presentation and surrender, as they severally become due, of the annexed coupons representing such interest.

Both the principal and the interest of this bond are payable without deduction for any tax or taxes which the Railway Company may be required to pay or to retain therefrom under any present or future laws of the United States of America, or of any State, County or Municipality therein; the Railway Company hereby covenanting and agreeing to pay any and all such tax or taxes which it may be so required to pay or to retain.

This Bond is one of an issue of Coupon Bonds and Registered Bonds authorized to be issued for an aggregate principal sum not exceeding $165,000,000, and is secured by a Trust Deed dated November 1st, A. D. 1897, executed by the Railway Company to the United States Trust Company of New York and John A. Stewart as Trustees, conveying all the property and franchises of the Railway Company mentioned in said mortgage or deed of trust to which reference is hereby made for a statement of the property and franchises mortgaged and of the rights of the holders of said bonds under the same.

The Coupon Bonds are to be in the denomination of $1,000 each, and the Registered Bonds in the denomination of $1,000, of $5,000 and of $10,000 each.

This bond shall pass by delivery unless registered in the name or on the books of the Railway Company at its office or agency in the City of New York, or elsewhere, such registering noted on the bond by the Railway Company. After such registration no transfer shall be valid unless made on the Railway Company's books by the registered owner or by his duly authorized attorney, and similarly noted by the Railway Company on the bond; but the same may be discharged from registry by being transferred on the books of the Railway Company to bearer, and thereafter transferable by delivery; shall be restored, but this bond may again from time to time be registered or transferred to bearer as before. Registration of this bond however, shall not affect the negotiability of the coupons, which shall continue to be transferable by delivery merely.

The holder also at his option may surrender for cancellation this bond with the coupons for future interest thereon in exchange for a registered bond without coupons, as provided in said mortgage or deed of trust.

This bond shall not become obligatory for any purpose until it shall have been authenticated by the certificate indorsed hereon.

In Witness Whereof, the Chicago and North Western Railway Company has caused these presents to be signed by its President or Vice-President, and its corporate seal to be hereto affixed, and the same to be attested by the signature of its Secretary or Assistant Secretary, and coupons for said interest with the engraved signature of its Secretary or Assistant Secretary to be attached hereto, on the first day of November, A. D. 1897.

Chicago and North Western Railway Company

By _____ President.

Attest:

_____ Secretary.

[Form of General Mortgage Gold Registered Bond of 19[illegible] — $ —]

No.

United States of America

Chicago and North Western Railway Company.

General Mortgage.

Gold Registered Bond of 19[illegible].

Bearing [illegible] per cent Interest.

Know All Men By These Presents, That the Chicago and North Western Railway Company, a corporation, hereinafter called the "Railway Company", for value received is indebted to

or assigns in the sum of Thousand Dollars,

which the said Railway Company promises to pay in United States Gold coin of the present standard of weight and fineness on the first day of November, A. D. 19[illegible], at its office or agency in the City of New York with interest thereon from the first day of February, of May, of August, or of November, as the case may be next preceding the date hereof, at the rate of per cent. per annum payable in like Gold coin quarterly on the first day of February, May, August and November in each year, at said office or agency in the City of New York. Both the principal and interest of this bond are payable without deductions for any tax or taxes which the Railway Company may be required to pay or to retain therefrom under any present or future laws of the United States of America, or of any State, County or Municipality therein, the Railway Company hereby covenanting and agreeing to pay any and all such tax or taxes which it may be so required to pay or to retain.

This Registered Bond is one of an issue of Coupon Bonds and Registered Bonds authorized to be issued for an aggregate principal sum not exceeding $165,000,000, and is secured by a

Trust Deed dated November 1st, A. D. 1897, executed by The Railway Company to The United States Trust Company of New York and John A. Stewart as Trustees, conveying and The property and franchises of The Railway Company mentioned in said mortgage or deed of trust to which reference is hereby made for a statement of the property and franchises mortgaged and of the rights of the holders of said bonds under the same.

The Registered Bonds may be issued either originally as such or in exchange for Coupon Bonds for an equivalent sum. The Registered Bonds now or hereafter issued shall be in the denominations of $1,000, of $5,000, or of $10,000 each and from time to time may be transferred on the books of the Railway Company by The Registered Holder Thereof, in person or by attorney duly authorized, according to the rules and regulations of said Railway Company, and an equal amount of other Registered Bonds, bearing the same rate of interest, may be issued in lieu and instead of The Registered Bonds so transferred, upon surrender and cancellation thereof and on payment, if The Railway Company shall so require, of the charges in said mortgage provided for. All of said bonds are and shall be equally secured by said Trust Deed without preference, priority or discrimination on account of or with reference to the time of their issue and negotiation.

This Bond shall not become obligatory for any purpose until it shall have been authenticated by the certificate prescribed in said mortgage or deed of Trust, to be endorsed hereon.

In Witness Whereof, The Chicago and North-Western Railway Company has caused These presents to be signed by its President or Vice-President, and its corporate seal to be hereto affixed, and The same to be attested by The signature of its Secretary or Assistant Secretary, on the day of , A. D.

Chicago and North-Western Railway Company,

By

President.

Secretary.

Attest:

[Form of Interest Coupons, of Which The First Is To Be Payable May 1, 1898.]

No. . . . . $. . . . . .

On the first day of The Chicago and North Western Railway Company will pay to bearer, at its office or agency in the City of New York, N. Y. Dollars, United States gold coin, without deduction for taxes, being six months' interest then due on its General Mortgage Gold Bond of 1987, No. . . . .

Secretary.

[Form of Certificate]

This is to certify that this bond is one of the bonds described in the within mentioned mortgage or deed of trust dated November 1, 1897, and created by The Chicago and North-Western Railway Company.

And Whereas in pursuance of the resolutions of the Board of Directors and also of the holders of more than two thirds of the stock of the Railway Company, duly adopted at meetings of said Board of Directors and of the Stockholders severally and separately duly called and held, and in pursuance of all and every legal power and authority in it vested, The Railway Company proposes to make and execute, and from time to time hereafter to issue and deliver, bonds hereby secured.

Now, Therefore, This Indenture Witnesseth: That in order to secure the payment of the principal and interest of all such bonds at any time issued and outstanding under this indenture according to their tenor and effect, and the performance of all the covenants and conditions herein contained, The Railway Company, party of the first part, in consideration of the premises and of the purchase and acceptance of such bonds by the holders thereof and of the sum of one dollar to it duly paid by the Trustees at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged and confessed, has executed and delivered These presents, and has granted, bargained, sold, released, enfeoffed, assigned, transferred and set over, and by These presents does grant, bargain, sell, release, convey, assign, transfer and set over unto The Trustees, parties of the second part and to their successors and assigns forever, but subject to The priority of lien of the several mortgages upon the respective parts of its property hereinafter mentioned:

× All and Singular The railway and the several railways (together with The rights, privileges, franchises and other property now held by The Railway Company, or hereafter acquired by it or its predecessors, and being a part of or appurtenant to any such railways) now owned by The Railway Company in The States of Illinois, Iowa, Wisconsin and Michigan, and described as follows, to-wit:

First. Railways in actual operation over a distance of 3,752.29 miles, more or less, to-wit:

I. A line of railroad beginning in The City of Chicago and extending in a westerly direction by the way of Dixon and Fulton, in The State of Illinois, and thence westerly by the way

of Clinton, Cedar Rapids and Boone, in the State of Iowa, to the east bank of the Missouri River at Council Bluffs in the State of Iowa, including all right, title and interest of the Railway Company, as lessee, in the Albany Railroad Bridge crossing the Mississippi River at Fulton, being a distance of 419 miles more or less.

II. The following described fifteen branch lines of railroad, crossing the trunk line just described, or extending from points thereon, as follows, to wit:

(1) From near the junction of Rockwell and Kinzie Streets in Cook County, Illinois, southerly and easterly to the south branch of Chicago River. 4.50 miles

(2) From St. Charles in Kane County, Illinois, southerly via Geneva and Batavia to Aurora in Kane County, Illinois. 11.50 miles

(3) From Portland, Illinois, northerly to Sycamore. 4.64 miles

(4) From Belvidere, Illinois, southerly to Spring Valley. 75.75 miles

(5) From Clinton, Iowa to Anamosa, Iowa 73.65 miles

(6) From Stanwood, Iowa to Tipton, Iowa. 8.50 miles

(7) The Cedar Rapids cut-off. 6.96 miles

(8) From Belle Plaine, Iowa, to Manchesterock, Iowa. 64.00 "

(9) From Boone, Iowa, northwesterly and westerly via Jewell Junction to Wall Lake, Iowa. 144.35 "

(10) From Des Moines, Iowa, northerly via Eagle Grove to Elmore. 152.95 "

(11) From Boone to Coal Banks. 3.25 "

(12) From Carroll, Iowa, southerly to Hickman, with branch from Manning to Audubon. 51.51 "

(13) From Maple River Junction, Iowa, via Wall Lake to Onawa, Iowa. 90.95 "

(14) From Wall Lake, Iowa, to Moville 79.84 "

(15) From Eagle Grove northwesterly to Manardin 145.20 "

III. The line of railroad beginning in the City of Chicago, Illinois and extending therefrom in a westerly and northwesterly direction by way of West Chicago (formerly Turner), Elgin, Belvidere, Madison and Elroy, to Winona, Minnesota, being a distance of 305.20 miles, more or less.

IV. The following described eleven branch lines of railroad, crossing the trunk line last above described or extending from points thereon, as follows, to wit:

(1) From Elgin northerly via Crystal Lake and Lake Geneva to Williams Bay. 51.04 miles

(2) From Belvidere via Rockford to Freeport 42.50 "

(3) From Hanover westerly to Rockford 92.10 "

(4) From Afton to Janesville 6.10 miles

(5) From Evansville to Janesville 15.65 "

(6) From Milwaukee westerly via Madison to Woodman 177.15 "

(7) From Montfort southerly to Galena 40.54 "

(8) From Lancaster Junction to Lancaster 12.07 "

(9) From Hardang southerly to La Crosse 3.96 "

(10) From Tempealeau westerly to Galesville 6.71 "

(11) From Prescott to Platteville 4.00 "

V. A line of railroad beginning in the City of Chicago, Illinois, and extending thereon northwesterly and northerly by the way of Crystal Lake, Janesville, Watertown, Fond du Lac, Oshkosh, Green Bay, Hermonie and Sawpaning to Michigamme, in the State of Michigan, a distance of about 444.34 miles.

VI. The following described eight branch lines, extending from points upon said last mentioned trunk line, or crossing the same, as follows:

(1) From Chicago Shops northeasterly to North Evanston 12.59 miles

(2) From Sheboygan westerly to Princeton, Wisconsin. 75.40 "

(3) From near Appleton, Wisconsin, to Water Power. 3.63 "

(4) From Powers, Michigan, northwesterly to Watersmeet. 104.33 "

(5) From Stager to Amasa 24.10 "

(6) From Florence to Metropolitan 34.56 "

(7) From Blowry southerly to The Republic and Champion Mines 12.17 "

(8) Branches and extensions to other mines. 86.84 "

VII. A line of railroad beginning in the City of Chicago, Illinois, and extending therefrom northerly by the way of Evanston, Racine, Kenosha and Milwaukee to Fond du Lac, in the State of Wisconsin, a distance of about 149.63 miles.

VIII. A line of railroad beginning at Lake Shore Junction, near Milwaukee, Wisconsin, and extending northerly to Manitowoc, Wisconsin, and thence northwesterly by the way of Appleton, New London, Eland Junction, Monico, Watersmeet, Bessemer and Hurley, to Ashland, Wisconsin, 355.13 miles.

IX. The following described ten branch lines, extending from points upon said last-described trunk line, to-wit:

(1) From Manitowoc northerly to Two Rivers. 6.35 miles

(2) From Kortonville southeasterly to Oshkosh. 23.10 "

(3) From Eland Junction westerly to Marshfield 63.57 "

(4) From Wolf River Junction northeasterly to Dorel. 11.92 "

(5) From Krall Junction westerly to Parish, with branch from a point thereon to Harrison. 22.89 "

(6) From Monico northwesterly to Hurley 88.11 "

(7) From Watersmeet northerly to Choate, and spur to

Interior and Robbins 27.90

(8) From Hurley southwesterly to Ogema, and spur from same 16.91

(9) Branches to various mines 31.22

(10) Spurs to various industries 16.79

Second.- A Railway under construction, as follows, to-wit: Beginning at Big Branches in Brown County, Wisconsin, and extending Thereon in a northwesterly direction through the northerly part of Oconto County and the northeasterly part of Shawano County, thence again into and through said Oconto County, and through the counties of Forest & Florence to a point on the boundary line between the States of Wisconsin and Michigan in or near Section 25, Township 41 North, Range 15 East, a distance of about 11½ miles.

Third. All the roadbeds, rights of way, station grounds, railroad yards, terminal grounds and other lands now held by the Railway Company, or hereafter acquired by it or its successors, and appertaining to any of said railways, and including however, any lands (other than rights of way and railroad yard, station and terminal grounds) granted to said Railway Company, or to any predecessor or grantor thereof, by The United States or by The State of Wisconsin, The State of Michigan or The State of Iowa, or by any county of either of said States; also all tracks, side tracks, bridges, viaducts, docks, culverts, fences, depots, station houses, elevators, warehouses, machine engine houses, coal sheds, wind mills shops and other shops, and all other buildings or structures now held by The Railway Company, or hereafter acquired by it or its successors, and appertaining to any of said railways also all tools, implements and machinery, all wood, coal, oil, fuel and other supplies, all engines, locomotives, tenders, cars and other rolling stock, equipment and furniture of every kind and description, now held by the Railway Company, or hereafter acquired by it or its successors, and appertaining to any of said railways; with all and singular the rights, privileges and franchises connected with or relating to any of said railways, or to the construction, maintenance, use or operation thereof, whether now held by The Railway Company, or hereafter acquired by it or its successors, and all and singular the tenements, hereditaments and appurtenances to the said premises belonging and all reversion and reversions, remainder and remainders, tolls, income, rents, issues and profits thereof, and also all the estate, right, title, interest, property, claim, possession and demand whatsoever, as well in law as in equity, which The Railway Company, party of the first part, now has, or which it or its successors may hereafter acquire, in, to or of the same and every part thereof; but, except as may herein otherwise be expressly declared, no grant or pledge of or under this indenture is intended, or shall be construed, to include any bonds or any shares of capital stock

Fourth. Any and all other property of any kind, including stocks, bonds, claims or indebtedness, which from time to time hereafter may be conveyed and mortgaged or pledged and delivered, or by writing of any kind assigned or transferred, by The Railway Company, or by any one in its behalf, to the Trustee, who are hereby authorized at any and all times to receive any property as and for additional security and also, when and as hereinafter provided, as substituted security for the bonds issued or to be issued hereunder, and to hold and apply any and all such property subject to the terms hereof. Provided however, that at the time of any such conveyance, mortgage, pledge, delivery, assignment or transfer under this paragraph of property as and for additional security The Railway Company, by a writing duly executed by it and delivered to the Trustee, may reserve to itself power to sell or to dispose of or otherwise to deal with, such property, and from time to time to use any or all proceeds of such property for any of the purposes for which may be used the proceeds of bonds issued under Section 2, Sub-H of Article One hereof; but until so used the proceeds of such property so sold and disposed of shall be pledged hereunder with the Trustee: and provided, further, that nothing in this indenture contained shall be construed to limit the right or power of The Railway Company, hereby expressly reserved, to use and hold or in any manner, except by the use of bonds secured by this indenture, to construct or to acquire, by purchase or by lease, other lines of railway, branches or extensions, or equipment or interest therein, or new terminals, and to hold, and to dispose of, any line or property so acquired, and to obtain the proceeds thereof, free from the lien of this indenture.

To Have and To Hold The premises, railroads, properties, real or personal, rights, franchises, estates and appurtenances hereby conveyed and assigned, or intended to be conveyed or assigned, unto the Trustee This successors and assigns forever:

Subject, however as to certain portions of said premises hereby mortgaged and conveyed, to the outstanding above-mentioned existing bonds, so far as they constitute liens thereon, and subject, also, to the reservations contained in any deed of conveyance of any of said premises under which the Railway Company has acquired or hereafter shall acquire title thereto.

But in Trust, for the equal and proportionate benefit and security of all present and future holders of the bonds and interest obligations issued and to be issued under and secured by this indenture and for the enforcement of the payment of said bonds and interest obligations when payable, and the performance of and compliance with the covenants and conditions of this indenture; without preference, priority or distinction as to lien or otherwise of any one bond over any other bond by reason of priority in the issue or negotiation thereof, so that each and every bond issued, and to be issued as aforesaid, shall have the same right, lien and privilege under this indenture, and so that the principal and interest of every such bond shall, subject to the terms hereof, be equally and proportionately secured hereby, as if all had been made, executed, delivered and negotiated simultaneously with the execution and delivery of this indenture; it being intended that the lien and security of this indenture shall take effect from the day of the date hereof, without regard to the date of actual issue, sale or disposition of said bonds, and as though upon the day of such date all of said bonds had been actually issued, sold and delivered to, and were in the hands of, innocent holders for value.

And it is hereby covenanted and declared that all such bonds with the coupons for interest thereon are to be issued and certified and delivered, and that the mortgaged premises are to be held by the Trustee, subject to the further covenants, conditions, uses and trusts hereinafter set forth; and it is covenanted between the parties hereto, and between the Railway Company and the holders of bonds issued hereunder, as follows, viz:

Article One.

Issue and Appropriation of Bonds.

Section 1. All bonds to be issued hereby, from time to time, shall be executed and delivered by the Railway Company to the Trust Company, Trustee, for certification, substantially in the form and of the purport hereinbefore recited, and thereupon the said Trustee (it being intended at all times in this Article by the words "said Trustee" to designate the Trust Company, being Trustee hereunder) shall certify and deliver the same as provided in this article, and not otherwise. Any of such bonds, at the option of the Railway Company, from time to time, may be exchanged, certified and issued originally either as coupon bonds or as registered bonds. The aggregate amount of the bonds issued and outstanding under and secured by this indenture shall never at any one time exceed the principal sum

of one hundred and sixty-five million dollars ($165,000,000).

Only such bonds as shall have thereon endorsed the certificate of the said Trustee by it duly executed, to the effect that the same are part of the bonds described in this mortgage or deed of trust, shall be secured by this indenture, or shall be entitled to any lien or benefit hereunder; and every such certificate of the said Trustee upon any bond executed in behalf of the Railway Company, shall be conclusive evidence that the bond so certified has been duly issued hereunder and is entitled to the benefit of the trust hereby created. On request of the Railway Company, such certificates shall be made and bonds shall be delivered hereunder, in advance of registration or record of this indenture; but the Railway Company covenants that it will cause record of this instrument as a mortgage upon real estate to be made with all convenient speed.

Before certifying or delivering any coupon bond hereby secured the said Trustee shall cut off and cancel all coupons thereof then matured; and the said Trustee shall not certify or deliver any registered bond bearing interest from any date more than three months prior to such certification or delivery.

Sec. 2. Of such authorized issue there shall be reserved bonds for the aggregate principal sum of $114,302,000, which bonds from time to time shall be executed by the Railway Company and thereupon shall be certified by the said Trustee when, and as called for by the Railway Company by resolution (either specific or general) of its Board of Directors or Executive Committee and shall be delivered by the said Trustee in the manner in this Article hereafter indicated, for the purpose of exchanging, retiring, extending or paying at or before maturity, bonds of the following thirty-one issues, which, as hereinabove set forth, are in so called "existing bonds", viz:

No. 1. $1,700,000. Due July 1, 1898, bearing interest at seven per cent., secured by Mortgage made by the Chicago and Milwaukee Railway Company, dated August 1, 1863, upon that part of the Railroad thereby conveyed from Chicago, Illinois, to Milwaukee, this main about 73 miles.

No. 2. $55,000. Due September 1, 1898, bearing interest at seven per cent., secured by Mortgage made by the Peninsular Railroad Company, dated July 1, 1863, upon that part of the railroad thereby conveyed from Escanaba, Michigan, to Negaunee, Michigan, and branches to mines, about 109 miles.

No. 3. $1,350,000. Due October 1, 1900, bearing interest at eight per cent., secured by mortgage made by the Iowa Midland

Railway Company, dated August 1, 1870, upon that part of the railway hereby conveyed from Lyons, Iowa, to Anamosa, Iowa, about 7 miles.

Do. 4. $720,000. Due July 1, 1901, bearing interest at 6 per cent., secured by Mortgage made by the Cedar Rapids and Lake Superior Ry. Co. dated July 1, 1881, upon that part of the railway hereby conveyed from Manistique, Michigan, to Metropolitan, Michigan, with branches, about 43 miles.

Do. 5. $1,411,000. Due April 1, 1902, bearing interest at 4½ per cent., secured by Mortgage made by the Chicago and Northwestern Ry. Co., dated April 1, 1871, upon that part of the railway hereby conveyed from Wall Lake, Iowa, to Kingsley, Iowa, about 7½ miles.

Do. 6. $12,336,000. Due December 1, 1902, bearing interest at 7 per cent., secured by mortgage made by the Chicago and North Western Ry. Co., dated November 30, 1872, and Supplemental Mortgage dated June 30, 1877, upon certain portions of the railway hereby conveyed aggregating about 1,635 miles.

Do. 7. $1,600,000. Due September 1, 1903, bearing interest at 6 per cent., secured by Mortgage made by the Milwaukee and Madison Railway Company, dated September 1, 1893 upon that portion of the railway hereby conveyed from Milwaukee, Wisconsin, to Madison, Wisconsin, about 82 miles.

Do. 8. $2,275,000. Due November 1, 1905, bearing interest at 6 per cent., secured by Mortgages made by the Chicago and Iowa Railroad Company, dated September 1, 1880, and also by Mortgage made by the Chicago, Milwaukee and North Western Railway Company, dated May 1, 1882, upon that portion of the railway hereby conveyed from Madison, Wisconsin, to Polonia, Illinois, with branches to Boardman, Lancaster and Platteville, Wisconsin about 182 miles.

Do. 9. $350,000. Due July 1, 1906, bearing interest at 4 per cent., secured by mortgages made by the Menominee River Railroad Company, dated July 1, 1876, and January 1, 1880, upon portions of the railway hereby conveyed from Powers, Michigan to the Wisconsin State Line, about 31 miles.

Do. 10. $436,000. Due February 1, 1907, bearing interest at 5 per cent., secured with other bonds by Mortgage made by the Milwaukee, Lake Shore and Western Railway Company, dated February 1, 1879, upon certain lines of the railway hereby conveyed about 693 miles.

Do. 11. $600,000. Due February 1, 1907, bearing interest at 7 per cent., secured by Mortgage made by the Des Moines and Minneapolis Railroad Company, dated February 1, 1882, upon a portion or portions of the railway hereby conveyed from Des Moines, Iowa, to a point near Jewell Junction, Iowa, about 54 miles.

Do. 12. $1,600,000. Due March 1, 1909, bearing interest at 5 per cent., secured by Mortgage made by the Ottumwa, Cedar Falls and St. Paul Railway Company, dated March 1, 1884, upon that portion of the railway hereby conveyed from Belle Plaine, Iowa, to Manchester, Iowa about 64 miles.

Do. 13. $769,000. Due June 1, 1909, bearing interest at 7 per cent., secured by Mortgage made by the Cedar Rapids and Missouri River Railroad, dated June 1, 1884, upon that portion of the railway hereby conveyed from Cedar Rapids, Iowa, to the Dakota River, about 122 miles.

Do. 14. $16,000,000. Due November 1, 1909, bearing interest at 5 per cent., being Debenture Bonds issued by the Chicago and North Western Railway Company under agreement dated July 1, 1884.

Do. 15. $1,500,000. Due March 1, 1910, bearing interest at 5 per cent., secured by Mortgage made by the Northern Illinois Railway Company, dated April 1, 1885, upon that portion of the railway hereby conveyed from Belvidere, Illinois, to Spring Valley, Illinois, about 4 miles.

Do. 16. $3,150,000. Due April 1, 1911, bearing interest at 4 per cent., secured by mortgage made by the Chicago and North Western Railway Company, dated April 1, 1871, upon that portion of the railway hereby conveyed from Madison, Wisconsin to Winona Junction, Wisconsin, about 129 miles.

Do. 17. $500,000. Due May 1, 1911, bearing interest at 6 per cent. secured by pledge of earnings of the Milwaukee, Lake Shore and Western Railway, under agreement dated May 2, 1881.

Do. 18. $2,697,000. Due June 1, 1911, bearing interest at 7 per cent., secured by Mortgage made by the Chicago and North Western Ry. Co., dated June 1, 1871, upon that portion of the railway hereby conveyed from Fort Howard, Wisconsin to Escanaba, Michigan, about 114 miles.

Do. 19. $12,832,000. Due February 1, 1915, bearing interest at 7 per cent. secured by Mortgage made by the Chicago and North Western Ry. Co., dated January 16, 1865, and Supplemental Mortgage, dated April 1, 1867, upon certain portions of the railway hereby conveyed aggregating about 474 miles.

Do. 20. $2,332,000. Due May 1, 1916, bearing interest at 7 per cent. secured by Mortgage made by the Cedar Rapids and Missouri River R. R. dated May 1, 1866, upon that portion of the railway hereby conveyed from the Des Moines River in Iowa

to The Hoisconsin River, about 150 miles.

No. 21. $2,500,000. Due June 1, 1917, bearing interest at 4 per cent., secured by Mortgage made by The Northwestern Union Railway Company, dated June 1, 1872, upon that portion of the railway thereby conveyed from Milwaukee, Wisconsin, to Fond du Lac, Wisconsin, about 63 miles.

No. 22. $10,000,000. Due April 15, 1921, bearing interest at 5 per cent., being Debenture Bonds issued by the Chicago and North Western Railway Company under Agreement dated February 28, 1891.

No. 23. $3,000,000. Due May 1, 1921, bearing interest at 6 per cent., secured by Mortgage made by The Milwaukee, Lake Shore and Western Railway Company, dated May 2, 1891, and Supplemental Mortgage dated October 13, 1894, upon that portion of the railway hereby conveyed from Lake Shore Junction near Milwaukee, to Michigan State Line with Branches Thereon, aggregating about 413 miles.

No. 24. $400,000. Due October 1, 1922, bearing interest at 5 per cent, secured by Mortgage made by The Milwaukee, Lake Shore and Western Railway Company, dated October 1, 1892, upon that portion of the railway hereby conveyed from Wausau, Wisconsin, to Marshfield, Wisconsin, about 40 miles.

No. 25. $1,251,000. Due July 1, 1924, bearing interest at 6 per cent, secured by Mortgage made by The Milwaukee, Lake Shore and Western Railway Company, dated June 20, 1884, and Supplemental Mortgage dated December 9, 1884, upon that portion of the railway hereby conveyed from Wisconsin State Line to the Montreal River, with Branches Thereon, all in the State of Michigan, aggregating about 82 miles.

No. 26. $1,000,000. Due March 1, 1925, bearing interest at 6 per cent., secured by Mortgage made by The Milwaukee, Lake Shore and Western Railway Company, dated March 2, 1896, upon that portion of the railway hereby conveyed from Montreal River to Ashland, Wisconsin, about 40 miles.

No. 27. $16,369,000. Due August 15, 1925, bearing interest at 4 per cent., issued by The Chicago and North Western Railway Company, under Agreement at date April 15, 1886, pledging bonds among others secured by Mortgages upon portions of the railway hereby conveyed, to-wit:

By Toledo and Northwestern Railway Company, dated August 2, 1886.

By Maple Valley Railway Company, dated August 2, 1886.

By Tomahawk and Evansville Railway Company, dated September 15, 1886.

By Green Bay Railway Co., dated July 15, 1887.

By River Valley Railway Co., dated July 15, 1887.

By Lima County Ry. Co., dated August 15, 1887.

By Iron Range Ry. Co., dated October 15, 1887.

By Lake Geneva and State Line Ry. Co., dated February 15, 1888.

By Junction Ry. Co., dated May 15, 1889.

By Saint Peter Ry. Co., dated October 15, 1890.

The aforesaid agreements of April 15, 1886, also pledge bonds secured by mortgages made by other companies as follows, to-wit:

By Fremont, Elkhorn and Missouri Valley Railroad Company dated July 2, 1883, with supplemental Mortgage dated September 24, 1884, September 15, 1885, and April 1, 1886.

By Wyoming Central Railway Company, dated April 15, 1886 and also July 15, 1887.

No. 28. $4,188,000. Due February 1, 1929, bearing interest at 5 per cent., secured by Mortgage made by The Milwaukee, Lake Shore and Western Ry. Co., dated February 1, 1889, upon that portion of the railway hereby conveyed from Lake Shore Junction near Milwaukee, to the Michigan State Line, with Branches Thereon, aggregating about 693 miles.

No. 29. $4,664,000. Due October 1, 1929, bearing interest at 5 and 6 per cent., issued by The Chicago and North Western Railway Company under Agreement of date October 1, 1879, pledging bonds among others, secured by Mortgages upon portions of the railway hereby conveyed, to-wit:

By Menominee Ry. Co. dated April 1, 1880

By Menominee River R. R. Co., dated July 1, 1881.

By Menominee River R. R. Co., dated June 1, 1882.

By Sheboygan and Western Ry. Co., dated May 1, 1880.

By Rock River Ry. Co. dated May 2, 1881.

By Baraboo and Mississippi River Ry. Co. dated December 1, 1882.

By Elmwood and Tipton Railway Company, dated April 1, 1880.

By Iowa Southwestern Railway Company, dated May 2, 1871.

By Wyanmie and Portland Railway Company, dated November 1, 1883.

By Toledo and North Western Railway Company, dated April 1, 1880.

By Toledo and North Western Railway Company, dated August 1, 1880.

By Toledo and North Western Railway Company, dated May 2, 1881.

By Toledo and North Western Railway Company, dated April 1, 1882.

By Toledo and North Western Railway Company, dated September 30, 1882.

No. 30. $660,000. Due July 15, 1931, bearing interest at 4 per cent., secured by Mortgage made by the Wisconsin Northern Railway Company, dated July 15, 1896, upon that portion of the railway hereby conveyed from Big Bearinee, Wisconsin, in a northwesterly

direction to a point on the boundary line between the States of Iowa and Michigan.

No. 31. $9,700,000. Due May 1, 1938. bearing interest at 5 per cent., being Debenture Bonds issued by the Chicago and North Western Railway Company, under Agreement of date May 1, 1893.

Sec. 2. Whereas the Railway Company owns all the Capital Stock of two certain Railroad Companies, to-wit: The Winona and St. Peter Railroad Company, having 447.48 miles of railroad in operation in the States of Minnesota and South Dakota, and The Dakota Central Railway Company, having 123.93 miles of railroad in operation in the States of South Dakota and North Dakota; and

Whereas, the said two Companies severally have issued or assumed bonds secured by Trust Deeds or Mortgages upon their respective lines of railroad with their equipments and appurtenances, which said bonds now outstanding amount in the aggregate to $17,343,000; and

Whereas, It is contemplated that the Railway Company, party of the first part hereto, may acquire the railroads of one or both of said two Companies (whose capital stocks is now held by it as aforesaid), and in such case may assume the payment of the bonds issued or assumed by, and now outstanding as aforesaid against, the Company or Companies whose railroads shall have been so acquired;

It is hereby covenanted and agreed that bonds, secured by these presents, for the aggregate principal sum of $17,343,000. shall be issued and from time to time shall be certified, delivered and issued only in case the railroads of said Winona and St. Peter Railroad Company, or of said Dakota Central Railway Company, shall be acquired by the Railway Company, party of the first part, as aforesaid, and the bonds of such Company shall be assumed by the Chicago and North-Western Railway Company, and in either such event, only for the purpose of exchanging, selling, refunding or paying, at or before maturity, the bonds so issued or assumed by the Company whose railroad shall have been so acquired, and specified and described as follows, to-wit:

No. 1. $1,065,000. Due September 1, 1907 bearing interest at 6 per cent., secured by Mortgage made by the Dakota Central Railway Company dated May 1, 1882, upon the line from Watertown to Redfield, South Dakota, about 41 miles.

No. 2. $2,000,000. Due November 1, 1907, bearing interest at 6 per cent., secured by a Mortgage made by the Dakota Central Railway Company dated November 1, 1882, upon the line of railway from Doughpoint to Bowesdale, about 125 miles.

No. 3. $2,265,000. Due August 15, 1926, bearing interest at 5 per cent., secured by Mortgages made by the Dakota Central Railway Company, to-wit:

Mortgage dated July 15, 1886, upon line from Columbia, South Dakota, to Oakes, North Dakota, about 3 miles.

Mortgage dated August 16, 1886, upon line from Redfield to Ellendale, South Dakota, about 45 miles.

Mortgage dated September 15, 1886, upon line from Leland to a point 30 miles south, 30 miles.

Mortgage dated July 15, 1887, upon line from a point 30 miles south of Leland to Groton, about 9 miles.

No. 4. $4,965,000. Due October 1, 1929, bearing interest at 6 per cent., secured by Mortgages made by the Dakota Central Railway Company, to-wit:

Mortgage dated July 30, 1879, upon line from Minnesota State Line to Bowes, South Dakota, about 57 miles.

Mortgage dated April 1, 1880, upon line from Bowes to Pierre, South Dakota, about 121 miles.

Mortgage dated May 2, 1881, upon line from Bowes to Ordway and from Brookings to Watertown, South Dakota, about 132 miles.

Mortgage dated September 30, 1882, upon line from Ordway to Columbia, about 15 miles.

Mortgage, dated October 1, 1885, upon line from Centerville to Yankton, about 27 miles.

No. 5. $1,592,000. Due November 1, 1907, bearing interest at 7 per cent., secured by Mortgage made by The Winona and St. Peter Railroad Company, dated November 1, 1864, upon the railway of said Company from Winona, Minnesota, to Minnesota River near St. Peter, about 139 miles.

No. 6. $200,000. Due September 1, 1908, bearing interest at 7 per cent., secured by Mortgage made by the Rochester and Northern Minnesota Railway Company, dated September 1, 1878, upon line from Rochester to Hamilton, about 24 miles.

No. 7. $100,000. Due September 1, 1908, bearing interest at 7 per cent., secured by Mortgage made by the Minnesota Railroad Company, dated September 1, 1875, upon line from Ogata to Minnesota, Minnesota, about 15 miles.

No. 8. $150,000. Due October 1, 1908, bearing interest at 7 per cent., secured by Mortgage made by the Minnesota

Valley Railway bompany, dated October 1, 1971, upon line from Sleepy Eye to Redwood Falls, Minnesota, about 24 miles.

Do. 9. $2,241,000. Due December 1, 1916, bearing interest at 4 per cent., secured by Mortgage made by The Winona and St. Peter Railroad bompany, dated December 1, 1871, upon the line of railway from St. Peter, Minnesota, to Watertown, South Dakota, about 154 miles.

Do. 10. $465,000. Due October 1, 1929, bearing interest at 6 per cent., secured by Mortgage as follows:

Mortgage made by The Chicago and Dakota Railway bompany dated July 30, 1879, upon line from Tracy, Minnesota to South Dakota line, about 46 miles.

Mortgage made by The Chatfield Railroad bompany, dated April 1, 1880, upon line from Byota to Chatfield, about 11 miles.

In the event of such acquisition, as aforesaid, of the railroad of The Winona and St. Peter Railroad bompany, or of The Dakota Central Railway bompany, and of the assumption by the Chicago and South-Western Railway bompany of the indebtedness of the bompany whose railroad it shall have acquired, and of the anticipation and delivery to the Railway bompany of bonds secured by this indenture for the purpose of exchanging, retiring, refunding or paying any of the above specified obligations of such bompany, the railroads acquired from said bompany whose indebtedness shall have been assumed by or on account of whose indebtedness shall have been assumed and on account of whose indebtedness bonds shall have been issued hereunder, ipso facto shall become and be subject to the provisions of this indenture, but nevertheless upon request the Railway bompany will also make, execute and deliver any and all such additional conveyance or assurance as for that purpose may reasonably be required; excepting, however, that such conveyance shall not include any bonds, other than right of way and railroad yard, station and terminal grounds which may have been granted to said Winona and St. Peter Railroad bompany by the United States or by the State of Minnesota.

The bonds specified in this section are hereinafter called existing bonds, and shall be taken to be included with the aforesaid thirty-one issues specified in the next preceding section, whenever this indenture speaks of existing bonds, so far as such bonds have been issued or assumed by either of said two allied railroad companies whose railroads The Railway bompany, party of the first part hereto shall have acquired and whose bonds said Railway bompany shall have duly assumed as aforesaid.

Sec. 11. For the purpose of facilitating the issue of bonds under this mortgage in order to refund, retire, pay or exchange from any of the existing bonds specified in Sections 2 and 3 of this Article, the Railway bompany shall be entitled to receive, and upon request of the Railway bompany, by resolution of its Board of Directors or Executive bommittee, the said Trustee shall certify and shall deliver to the Railway bompany bonds issued under this Mortgage for the aggregate principal sum of $1,000,000.

Thereafter, whenever and as often as the Railway bompany shall surrender to the said Trustee any of the existing bonds specified in said Section 2 or in said Section 3, the said Trustee shall certify and shall deliver to the Railway bompany bonds issued under this Mortgage for an aggregate principal sum equal to the amount so surrendered, and for such further and additional sum as shall have been paid by the Railway bompany as premium in retiring or in refunding any of said existing bonds, and this process may continue from time to time until the amount of existing bonds specified in said Sections 2 and 3 shall be reduced to $1,000,000, when no further amount of bonds shall be certified and delivered for the purpose specified in said Sections 2 and 3; except that if at any time or times thereafter the amount of said existing bonds shall come again to exceed $1,000,000, in consequence of the acquisition of the railroads of The Winona and St. Peter Railroad bompany or of the Dakota Central Railway bompany and of the assumption by the Railway bompany of the bonds of the company whose railroads shall have been so acquired, then said process of certification and delivery of bonds at such specified rate for retirement of existing bonds may again be put in operation from time to time until the amount of existing bonds shall be finally reduced to $1,000,000.

Reserving at all times such amount of the bonds issued by this indenture as at their face value shall be equal to the amount then outstanding of the bonds specified in Sections 2 and 3 (less the said $1,000,000), the said Trustee from time to time shall certify and shall deliver to the Railway bompany, out of the residue of the total authorized issue hereunder, bonds for an aggregate principal sum not exceeding five million dollars in such amounts and at

such times as they may be called for by the Railway Company by delivery to the said Trustee of an attested copy of a resolution of the Board of Directors or of the Executive Committee of the Railway Company requesting such certification and delivery: which $24,000,000 of bonds, when so received, and their proceeds, shall be expended only for the betterment or increase of the Company's properties, whether by improvement, enlargement or extension or by the acquisition of new property of any kind.

Of the total amount of bonds to be secured by this Trust Deed, apart from the amount of such bonds hereinbefore provided to be reserved for the purpose of refunding, retiring, paying or exchanging for prior bonds or obligations, and apart from the amount of four million dollars of the bonds hereinbefore in this Article otherwise provided to be certified and delivered to the Railway Company, the said Trustee, from time to time, shall certify and shall deliver to the Railway Company such amount of bonds, not exceeding $1,000,000 in any one year, as the Railway Company may call for, upon receiving from said Company an attested copy of a resolution of the Board of Directors or of the Executive Committee of the Company authorizing such call, together with a certificate of the President and the Chief Engineer of said Company, showing that an amount of money equal to or greater than the amount of bonds so called for, and for which no bonds have been issued or called for, has been expended in the permanent improvement of, or in additions to, the property, including equipment, subject to the lien of this indenture.

Sec. 3. Every outstanding existing bond or obligation received from the Railway Company by the said Trustee shall be stamped with the words "Not Negotiable. Held in trust for the purposes declared in the General Gold Bond Mortgage of 1907 of the Chicago and South Western Railway Company, dated November 1st, 1907," and (either with or without conversion into registered bonds according to the terms of such existing bonds or obligations, respectively as the option of the Trustee) shall be held by the Trustee as purchased without extinguishment or impairment of lien, as additional security for the payment of the bonds hereby secured until such less than ninety-seven per cent. of the issue to which such existing bond belongs either shall have been paid, or cancelled or shall have been received hereunder by the Trustee, whereupon, on the written request of the Railway Company the Trustee shall cancel and shall surrender to the Railway Company all outstanding existing bonds of such issue then in their possession.

If however, any such outstanding existing bond so received shall be of an issue of bonds constituting a lien upon any line or upon any division of railways conveyed by this indenture which shall be subject also to the lien of two or more mortgages securing bonds maturing after the year A. D. 1902, then and in every such case the cancellation or the surrender and the satisfaction of any such outstanding existing bond so received by the Trustee shall be postponed until after the discharge of all such liens upon such line or division superior to the lien thereof of this indenture or until after adequate provision for such discharge of all such superior liens shall have been made by delivery to the Trustee of ninety-seven per cent. of all such bonds constituting such superior lien, together with a sum of money sufficient to pay and to discharge the remainder thereof with all interest accrued or to accrue thereon.

If, at the time of maturity of any such outstanding existing bond, the holder thereof shall decline to sell and to deliver the same but shall require the payment and cancellation thereof, then upon such payment and cancellation, the said Trustee (being the Trust Company, Trustee) shall certify, and shall deliver to the Railway Company, or upon its order, the same amount of said bonds reserved hereunder as if said matured bonds had been purchased by the Railway Company, and by it delivered to the said Trustee, but in such case the Railway Company, upon demand of the Trustee, shall execute such instruments as may be required to vest in the Trustee, as far as may be practicable, the rights and lien of the holders of the bonds so paid and cancelled.

The Railway Company shall provide and maintain books wherein it shall register as the property of the Trustee all such outstanding existing bonds received by the said Trustee, except as herein expressly provided, no such outstanding existing bond shall be cancelled, unless at the time of maturity the holder thereof shall require cancellation as a condition of surrender.

Further the principal and the interest of any such outstanding existing bond so held by the Trustee shall be collected or required to be paid, unless or until proceedings shall have been instituted to enforce the mortgage securing such bond either by entry or by sale, but then and thereupon all of the bonds of that issue then so held by the Trustee and all interest thereon then matured and not theretofore paid shall be entitled to payment; and payment thereof shall be enforced

notably and equally with all other bonds of such issue not depos-
ited with the Trustee.

Sec. 6. Whenever any existing bonds or obligations of the Railway Company or of the Winona and St. Peter Railroad Company or of the Dakota Central Railway Company, mentioned in Section 2 or in Section 3 of this Article, are redeemed, purchased or acquired pursuant to the sinking fund provisions of any existing trust deed or mortgage and go into the possession of the Trustee of the Trust deed or mortgage establishing the sinking fund for the benefit of which such bonds or obligations shall have been redeemed, purchased or acquired as aforesaid, then from time to time, upon the production by the Railway Company of a certificate from the Trustee of such existing trust deed or mortgage to the effect that such bonds or obligations in an amount to be specified in such certificate, have been redeemed, purchased or acquired pursuant to the sinking fund provisions of such existing trust deed or mortgage, and that such bonds or obligations have come into the possession of such Trustee and have been duly cancelled in the presence of said Trustee, or have been destroyed, and that such cancellation is not covered by any prior certificate issued by such trustee pursuant hereto, the said Trustee (acting the Trust Company, Trustee hereunder) shall certify and shall deliver to the Railway Company bonds issued under this mortgage in the same way and to the same amount as would be done if such existing bonds or obligations, instead of coming to a sinking-fund as aforesaid, had been surrendered to the said Trustee in accordance with Section 14 of this Article; and thereupon the Railway Company shall be entitled to issue, and to dispose of, the bonds so certified and delivered to it.

Sec. 7. But, notwithstanding anything to the contrary herein contained, if any bond issued under Section 2 or under Section 3 of this Article shall remain unissued after retiring, refunding, paying or exchanging for all the outstanding existing bonds specified in such section, then and in that event upon being satisfied that, as above required, each and every existing outstanding bond specified in such section has been retired, refunded, paid or exchanged for, the said Trustee, without any other or further condition precedent, shall certify and shall deliver upon the order of the Railway Company the whole amount of the bonds reserved under such section, and then remaining unissued;

Provided, That one part of the $1,343,000 of bonds reserved under Section 3 of this Article shall be issued at any time except in the event of the acquisition by the Railway Company of the railroads of the Winona and St. Peter Railroad Company or of the Dakota Central Railway Company, and of the assumption by the Railway Company of the bonds of the company whose railroads shall have been so acquired, and of the inclusion in this mortgage of the railroads so acquired by the Railway Company, and then only to the amount that such bonds are allowed in said Section 3 to be issued upon account of bonds of the company whose railroads shall have been so acquired.

From time to time the Railway Company shall take all practicable measures to procure the discharge of all the mortgages securing any such outstanding existing bonds, which shall have been paid.

Sec. 8. Whenever any coupon bond or bonds issued under and secured by this indenture, together with all unmatured coupons thereto belonging, shall be surrendered for exchange for registered bonds, the Railway Company shall issue, and the said Trustee shall certify and deliver, in exchange for such coupon bond or bonds, a like amount of registered bonds, without coupons. Such registered bonds shall be for $1,000, or for $5,000 or for $10,000 each, and shall bear interest at the same rate as the surrendered coupon bonds, but payable quarterly, and from the first day of February, of May, of August or of November, as the case may be, next preceding the issue of the new registered bond. In every case of such exchange the said Trustee forthwith shall cancel the surrendered bond or bonds and coupons and shall deliver the same to the Railway Company.

Whenever any registered bond shall be surrendered for transfer, the Railway Company shall issue, and the said Trustee shall certify and deliver to the Railway Company for the transfer, upon surrender and cancellation of the bond or bonds transferred, a like amount of new registered bonds for $1,000, or for $5,000, or for $10,000 each; but no registered bond shall be converted into a coupon bond.

For any exchange of coupon bonds for registered bonds, and for any transfer of registered bonds, without coupons, the Railway Company, at its option, may make a charge not exceeding one dollar for each new registered bond issued upon such exchange or transfer.

Sec. 9. In case any coupon issued hereunder with the Coupons

Thereto appertaining, to any registered bond without coupons, shall become mutilated or be destroyed, the Railway Company in its discretion may cause, and thereupon the said Trustee shall certify and deliver, a new bond of like tenor and date, bearing the same serial number, in exchange for, substitution for, and upon cancellation of, the mutilated coupon bond with its coupons or the registered bond or instead of the coupon bond with its coupons or the registered bond so destroyed, upon receipt of satisfactory evidence of the destruction of such coupon bond and its coupons or of such registered bond, and upon receipt also of satisfactory indemnity.

Sec. 10. If at any time there happen to be no Trust Company among the existing Trustees under this indenture, or if at any time said Trust Company Trustee, shall be unable to act, any and all the powers to be exercised and acts to be done, according to any provisions of this article, by the Trust Company, Trustee hereunder, may and shall be exercised and performed by the United States Trust Company of New York, or in the event that said United States Trust Company of New York at any time shall be unable or shall decline to exercise such powers and perform such acts, by any other Trust Company as may be designated for that purpose by written appointment by the Railway Company and the Trustees under this indenture or (in the absence of such appointment) by resolution of the Board of Directors or of the Executive Committee of the Railway Company; and the exercise of any such powers or the performance of any such acts by the proper Trust Company, whether in form by it as Trustee or by it in its individual character, shall at all times and for all purposes be deemed sufficient as the act of such Trust Company individually, whether or not it be also the act of such Trust Company as Trustee; and if at any time there shall cease to be neither a Trust Company that is Trustee hereunder and is able to act, nor a Trust Company that has been designated by or in accordance with this Section to exercise the powers and perform the acts prescribed to be exercised or performed by a Trust Company, and is able and willing to act, then in such event and until there shall be a Trust Company able and willing to exercise such powers and perform such acts the existing Trustee or Trustees hereunder may and shall exercise the powers and perform the acts otherwise to be exercised and performed by a Trust Company.

Section 11. Nothing in this Article or in any other Article of this indenture expressed or implied, is intended or shall be construed to enlarge the security of the holders of any of said outstanding prior bonds specified in this Article, or to create any trust in their favor or to give to any person or corporation, other than the parties hereto and the holders of bonds issued under and secured by this indenture, any legal or equitable right, remedy or claim, under or in respect of this indenture, or any covenant, condition or provision herein contained; all the covenants, conditions and provisions of this indenture being intended to be, and being, for the sole and exclusive benefit of the parties hereto and of the holders of the bonds hereby secured.

Article Two.

Particular Covenants of the Railway Company.

The Railway Company covenants as follows:

Section 1. It will duly and punctually pay or cause to be paid to every holder of any bond issued and secured hereunder, the principal and interest accruing thereon, at the dates and place and in the manner provided in such bond, or in the coupons thereto belonging according to the true intent and meaning thereof without deduction from either principal or interest for any tax or taxes imposed by the United States or by any State or County or Municipality therein, which the Railway Company may be required to pay or to retain therefrom under or by reason of any present or future law; and the Railway Company will pay all such taxes. When and as paid, all coupons shall be cancelled.

Sec. 2. Whenever required by the Trustee, the Railway Company will grant, convey, confirm, assign, transfer and set over unto the Trustee the estate, right, title and interest of the Railway Company in or to all real and personal estate, corporate rights and franchises which in any way or manner it shall acquire as appurtenant to, or for the use of, the several railroads hereby mortgaged; and also it will do, execute, acknowledge and deliver, or it will cause to be done, executed, acknowledged and delivered, all and every such further acts, deeds, transfers and assurances for the better assuring, conveying and confirming unto the Trustee all and singular the premises, estates and property hereby conveyed, or intended so to be, as reasonably they shall require for better accomplishing the provisions and purposes of this indenture and for securing payment of the principal and interest of the bonds intended to be hereby secured.

But nothing in this indenture expressed or implied is intended

or shall be constructed. To limit the right or power of the Railway Company hereby expressly reserved to construct or to acquire and to own and hold, other lines of railway or branches or extensions or interests therein or other property free from the lien hereof.

Sec. 3. The Railway Company at an office or agency to be maintained by it in the City of New York will keep a sufficient register or registers of bonds issued hereunder, which register at all reasonable times shall be open to the inspection of the Trustees; and, upon presentation for such purpose, it will, under such reasonable regulations as it may prescribe, register therein any coupon bonds and any bonds as to both coupons issued under the provisions hereof.

Upon presentation of any such registered coupon bond with a written power to transfer the same, executed in a form approved by the Railway Company by the registered holder for the time being, or by his duly appointed attorney, such bond shall be transferred and entered upon the books of the Railway Company. The registered holder of any such registered coupon bond also shall have the right to cause the same to be transferred on the books of the Railway Company and registered on the bond to bearer, in which case transferability by delivery shall be restored; and thereafter the principal of such bond shall be payable to any person presenting the same; but any coupon bond registered to bearer may be registered again in the name of the holder with the same effect as on first registration thereof. Successive registrations and transfers as aforesaid may be made from time to time as desired; and such registration shall be noted by the Railway Company on the bond. Any registered bond without coupons may be transferred on the books of the Railway Company by the registered holder thereof in person or by his duly authorized attorney according to the rules and regulations of the Railway Company, upon the surrender of such bond and the payment of the charge for such transfer, in which case new registered bonds for an equivalent amount will be issued to the transferee or transferees, as provided in Section 7 of Article One hereof.

As to all bonds so registered, the person in whose name the same shall be registered shall, for all purposes of this indenture, be deemed and regarded as the owner thereof, and thereafter payment of, or on account of, the principal of such bond, if it be a registered coupon bond

and of the principal and interest, if it be a registered bond without coupons, shall be made only to, or upon the order of, such registered holder thereof, but such registration may be changed as above provided. All such payments so made shall be valid, and effectual to satisfy and to discharge the liability upon such bonds to the extent of the sum or sums so paid.

Registration of any coupon bond shall, however, not restrain the negotiability of any coupon thereto belonging, but every such coupon shall continue to pass by delivery and shall remain payable to bearer.

Sec. 4. Exclusively for the benefit of the holders of bonds issued hereunder, the Railway Company will pay and discharge, or will acquire and will deposit with the Trustees, on or before their respective dates of maturity or as soon thereafter as they may be presented for payment, all of the outstanding existing bonds and obligations secured by prior lien on any of the premises hereby mortgaged; and it will punctually pay or cause to be paid, or, upon the demand of the Trustees, will provide to their satisfaction for the payment of, the interest on all such outstanding existing bonds and obligations having prior lien not acquired and deposited hereunder as and when such interest shall become due and payable, until all such bonds and obligations finally shall have been paid and discharged, or shall have been acquired and deposited hereunder; and it will not extend any of such outstanding existing bonds and obligations having liens superior to this indenture.

Sec. 5. The Railway Company covenants that the premises hereby conveyed are subject to no mortgage or lien or charge except those securing the outstanding obligations hereinbefore mentioned, and that it will not create or suffer to be created any lien or charge having priority to, or preference over, the lien of these presents upon the mortgaged premises or any part thereof or upon the income thereof; and, within six months after the same shall become due it will pay, or cause to be discharged or will make adequate provision for the satisfaction or discharge of, all lawful claims and demands of mechanics, laborers and others, which, if unpaid, might by law be given precedence to this indenture as a lien or charge upon the mortgaged premises or any part thereof, or the income thereof; provided, however, that nothing contained in this section shall require the Railway Company to pay any such claim or demand so long as the Railway Company

in good faith shall contest the validity thereof or its being enforcable as a lien or charge superior to this indenture.

Sec. b. The Railway bompany, from time to time, will pay and discharge all taxes, assessments and governmental charges lawfully imposed upon the lines of railroad and other premises hereby mortgaged, or upon any part thereof, or upon the income and profits thereof, the lien of which would be prior to the lien hereof, so that the priority of this indenture shall be fully preserved in respect of such properties; provided, however, that nothing contained in this Section shall require the Railway bompany to pay any such tax, assessment or charge, so long as the Railway bompany in good faith shall contest the validity thereof.

Sec. c. The Railway bompany will not issue, negotiate, sell or dispose of any bonds hereby secured, in any manner other than in accordance with the provisions of this indenture and the agreements in that behalf herein contained, and in issuing, selling, negotiating or otherwise disposing of such bonds, from time to time, it will well and truly apply, or cause to be applied, the same or the proceeds thereof to and for purposes herein prescribed, and to and for no other or different purpose.

Article Three.

Remedies of Trustees and Bondholders.

Section 1. In case (1) default shall be made in the payment of any interest on any bond or bonds secured by this indenture, or in the performance of any of the covenants of the Railway bompany contained in Section 5 of Article Two hereof, and any such default shall have continued for a period of six months; or in case (2) default shall be made in the due and punctual payment of the principal of any bond hereby secured; or in case (3) default shall be made in the due observance or performance of any other covenant or condition herein required to be kept or performed by the Railway bompany, and any such default shall have continued for a period of six months after written notice thereof from the Trustees or from the holders of five per cent. in amount of the bonds hereby secured; then, and in each and every such case the Trustees personally, or by their agents or attorneys, may enter into and upon all or any part of the railways, rolling stock, property and premises, lands, rights, interests and franchises hereby conveyed, and each and every part thereof

and may exclude the Railway bompany, its agents and servants, wholly therefrom, and having and holding the same may use, operate, manage and control said railways and other premises, regulate the tolls for the transportation of passengers and freight thereon, and conduct the business thereon, either personally or by their superintendents, managers, receivers, agents, servants or attorneys, to the best advantage of the holders of the bonds hereby secured; and upon every such entry the Trustees at the expense of the trust estate, from time to time, either by purchase, repairs or construction, may maintain and restore and insure or keep insured the rolling stock, tools and machinery and other property, buildings, bridges and structures erected, or provided for use, in connection with said railways and other premises, and which may be worn out, destroyed or damaged, in the same manner and to the same extent as is usual with railway companies, and likewise from time to time, at the expense of the trust estate, may make all necessary or proper repairs, renewals and replacements and useful alterations, additions, betterments and improvements thereto and thereon, as to them may seem judicious; and, in such case, the Trustees shall have the right to manage the mortgaged premises, and to carry on the business and exercise all rights and powers of the Railway bompany, either in the name of the Railway bompany or otherwise, as the Trustees shall deem best; and they shall be entitled to collect and to receive all tolls, earnings, incomes, rents, issues and profits of the same and every part thereof; and after deducting the expense of operating said railways and other premises, and of conducting the business thereof, and of all repairs, maintenance, renewals, replacements, alterations, additions, betterments and improvements, and all payments which may be made for taxes, assessments, insurance and prior or other proper charges upon the said premises and property, or any part thereof, as well as just and reasonable compensation for their own services and for all agents, clerks, servants and other employes by them properly engaged and employed, they shall apply the moneys arising as aforesaid as follows:

In case the principal of the bonds hereby secured shall not have become due, to the payment of the interest in default, in the order of the maturity of the installments of such interest, with interest thereon at the same rate of interest as was borne by the bond on which such interest shall be in default; such pay-

ments to be made ratably to the persons entitled thereto, without discrimination or preference; ——————

In case the principal of the bonds hereby secured shall become due, by declaration or otherwise, prior to the payment of the accrued interest (with interest on the overdue instalments thereof at the same rate of interest as was borne by the bond on which such interest shall be in default) in the order of the maturity of the instalments, and then to the payment of the principal of all bonds hereby secured; in every instance such payments to be made ratably to the persons entitled to such payments, without any discrimination or preference.

Sec. 2. In case default shall be made in the payment of any interest on any bond hereby secured, or in the performance of any of the covenants of the Railway Company contained in Sec. 5 of Article Two hereof, and any such default shall have continued for a period of six months, then and in every case of such continuing default, upon the written request of the holders of a majority in amount of the bonds hereby secured then outstanding, the Trustee, by notice in writing delivered to the Railway Company, shall declare the principal of all bonds hereby secured then outstanding to be due and payable immediately, and upon any such declaration the same shall become and be immediately due and payable, anything in this indenture or in said bonds contained to the contrary notwithstanding. This provision, however, is subject to the condition that if, at any time after the principal of said bonds shall have been so declared due and payable, all arrears of interest upon all such bonds, with interest on overdue instalments of interest at the same rate as was borne by the bond which shall be in default, and the expenses of the Trustee, either shall be paid by the Railway Company or be collected out of the mortgaged premises before any sale of the mortgaged premises shall have been made, then and in every such case the holders of a majority in amount of the bonds hereby secured then outstanding, by written notice to the Railway Company and to the Trustee, may waive such default and its consequences; but no such waiver shall extend to or affect any subsequent default or impair any right consequent thereon. ——————

Sec. 3. In case (a) default shall be made in the payment of any interest on any bond at any time issued under and secured by this indenture, or in the performance

of any of the covenants of the Railway Company contained in Section 5 of Article Two hereof, and any such default shall have continued for a period of six months; or in case (2) default shall be made in the due and punctual payment of the principal of any bond hereby secured; or in case (3) default shall be made in the due observance or performance of any other covenant or condition herein required to be kept or performed by the Railway Company, and any such default shall have continued for a period of six months after written notice thereof from the Trustee, or from the holders of five per cent. in amount of the bonds hereby secured; then, and in each and every such case of default, (provided however, in respect of each of the two cases so indicated, that such default shall have continued for six months, as above provided) the Trustee, with or without entry, personally or by attorney, in their discretion (a) may, to the extent authorized by law, sell to the highest and best bidder all and singular the mortgaged property and premises, rights, franchises and interests, and appurtenances, and other real and personal property of every kind, and all right, title and interest, claim and demand therein, and right of redemption thereof, in one lot and as an entirety, unless a sale in parcels shall be required under the provisions of Section 5 of this Article, in which case such sale may be made in parcels as in said Section provided; which sale or sales shall be made at public auction at such place in the City of Chicago in the State of Illinois, or at such other place, and at such time and upon such terms, as the Trustee may fix and briefly specify in the notice of sale to be given as herein provided; or (b) immediately upon the expiration of the six months in the two cases so indicated, and immediately upon default in payment of principal, in the other case, may proceed to protect and enforce their rights and the rights of bondholders under this indenture by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or for the foreclosure of this indenture, or for the enforcement of any other appropriate legal or equitable remedy, as the Trustee, being advised by counsel learned in the law, shall deem most effectual to protect and enforce any of their rights or duties hereunder. ——————

Upon the written request of the holders of a majority in amount of the bonds hereby secured, in case of any such continuing default it shall be the duty of the Trustee, upon being indemnified as hereinafter provided, to take all needful steps for the protection and enforcement of their rights and the rights of the holders of the

bonds hereby secured, and to exercise the powers of entry or sale herein conferred, or both, or to take appropriate judicial proceedings by action suit or otherwise, as the Trustees, being advised by counsel learned in the law, shall deem most expedient in the interest of the holders of the bonds hereby secured.

Sec. 4. Anything in this indenture contained to the contrary notwithstanding, the holders of seventy-five per cent. in amount of the bonds hereby secured, and then outstanding, from time to time shall have the right, if they so elect and manifest such election by an instrument in writing executed and delivered to the Trustees, to direct and control the method and place of conducting any and all proceedings for any sale of the premises hereby conveyed, mortgaged or pledged, or for the foreclosure of this indenture, or for the appointment of a receiver, or any other proceedings hereunder.

Sec. 5. In the event of any sales, whether made under the power of sale hereby granted and conferred, or under or by virtue of judicial proceedings, or of some judgment or decree of foreclosure and sale, the whole of the property hereby mortgaged shall be sold in one parcel and as an entirety, including all the rights, titles, estates, railroads, equipment, franchises, leases, leasehold interests, contracts and other real and personal property of every name and nature, unless the holders of a majority in amount of the bonds hereby secured then outstanding shall in writing request the Trustees to cause said premises to be sold in parcels, in which case the sales shall be made (so far as the law may allow) in such parcels as may be specified in such request or petition, or unless such sale as an entirety is impracticable by reason of some statute or other cause: and this provision shall bind the parties hereto and each and every of the holders of the bonds and coupons hereby secured or intended so to be.

Sec. 6. Notice of any such sale pursuant to any provision of this indenture shall state the time and place when and where the same is to be made, and shall contain a brief general description of the property to be sold, and shall be sufficiently given if published once in each week for four successive weeks prior to such sale in a newspaper published in New York, N. Y., and in a newspaper published in Chicago, Illinois.

Sec. 7. The Trustees from time to time may adjourn any sale to be made by them under the provisions of this indenture by announcement at the time and place appointed for such sale, or for such adjourned sale or sales; and without further

notice or publication, they may make such sale at the time and place to which the same shall be so adjourned.

Sec. 8. Upon the completion of any sale or sales under this indenture, the Trustees shall execute and deliver to the accepted purchaser or purchasers a good and sufficient deed, or good and sufficient deeds of conveyance and transfer of the property and franchises sold, or shall execute and deliver in conjunction with the deed or deeds of the court officer conducting such sale or proper release of such property and franchises. And the Trustees and their successors hereby are appointed the true and lawful attorneys, irrevocable, of the Railway Company in its name and stead to make all necessary deeds and conveyances of property thus sold; and for that purpose they may execute all necessary acts of assignment and transfer. The Railway Company hereby ratifying and confirming all that its said attorneys shall lawfully do by virtue hereof. Nevertheless, the Railway Company shall, if so requested by the Trustees ratify and confirm such sales or sales by executing and delivering to the Trustees or to such purchaser or purchasers all proper deeds, conveyances and releases, as may be designated in such request.

Any such sale or sales made under, or by virtue of, this indenture whether under the power of sale hereby granted and conferred, or under, or by virtue of, judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of the Railway Company in and to the premises sold, and shall be a perpetual bar, both at law and in equity, against the Railway Company, its successors and assigns, and against any and all persons claiming or to claim the premises sold, or any part thereof, from, through or under the Railway Company, its successors or assigns.

For all the purposes of this indenture, the personal property and chattels conveyed, or intended to be conveyed, by or pursuant to this indenture, shall be real estate and shall be held and taken to be fixtures and appurtenances of the said railroads and part thereof, and are to be used and sold therewith and not separately therefrom, except as herein otherwise provided.

Sec. 9. The receipt of the Trustees shall be a sufficient discharge to any purchaser of the property, or any part thereof, sold as aforesaid, for the purchase money, and no such purchaser, or his representatives, grantees or assigns, after paying such purchase money and receiving such receipt, shall be bound

to see to the application of such purchase money upon or for any trust or purpose of this indenture, or, in any manner whatsoever shall be answerable for any loss, misapplication or non-application of any such purchase money, or any part thereof, or be bound to inquire as to the authorization, necessity, expediency or regularity of any such sale. ———

Sec. 10. In case of any such sale hereunder, whether under the power of sale hereby granted or pursuant to judicial proceedings, the principal of all the bonds hereby secured, if not previously due, immediately thereupon at the option of the Trustees shall become and be due and payable, anything in said bonds or in this indenture contained to the contrary notwithstanding. ———

Sec. 11. The purchase money, proceeds and avails of any such sale hereunder, whether under the power of sale hereby granted or pursuant to judicial proceedings, together with any other sums which then may be held by the Trustees under any of the provisions of this indenture, as part of the trust estate or of the proceeds thereof, shall be applied as follows.

First. To the payment of the costs and expenses of such sale including a reasonable compensation to the Trustees, their agents, attorneys and counsel, and of all expenses, liabilities and advances made or incurred by the Trustees in managing and maintaining the property hereby conveyed, and to the payment of all taxes, assessments or liens prior to the lien of these presents, except any taxes, assessments or other superior liens to which such sale shall have been made subject. ———

Second. To the payment of the whole amount then owing and unpaid upon the bonds hereby secured for principal and interest, with interest on the overdue installments of interest at the same rate as was borne by the respective bonds on which such installments of interest are overdue; and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon the said bonds, then to the payment

of such principal and interest, without preference or priority of principal over interest, or of interest over principal, or of any installment of interest over any other installment of interest, ratably to the aggregate of such principal, ~~or of any installment of interest over any other installments of interest, ratably to the aggregate of such principal~~ and the accrued and unpaid interest.

Third. To the payment of the surplus, if any, to the Railway Company, its successors or assigns, or to whosoever may be lawfully entitled to receive the same. ———

Sec. 12. In case of any sale hereunder, any purchaser, for the purpose of making settlement or payment for the property purchased, shall be entitled to turn in any bonds, and any matured and unpaid coupons hereby secured, in order that there may be credited, as upon the purchase money, the sums payable out of the net proceeds of such sale to the holders of such bonds and coupons, as his ratable share of such net proceeds, after allowing for the proportion of the total purchase price required to pay the various expenses, charges and other sums which, as provided in the last preceding section, are to be deducted from the gross proceeds of sale before applying any of such proceeds upon the bonds hereby secured; and such purchaser shall be credited on account of the purchase price of the property purchased with the sums payable out of such net proceeds on the bonds and coupons so turned in; and, at any such sale, any bondholder or their agents may bid for, and purchase, such property, and may make payment therefor as aforesaid, and, upon compliance with the terms of sale, may hold, retain and dispose of such property without further accountability therefor. ———

Sec. 13. The Railway Company covenants that (1) in case default shall be made in the payment of any interest on any bonds at any time outstanding and secured by this indenture, and such default shall have continued for a period of six months, or (2) in case default shall be made in the payment of the principal of any such bonds when the same shall become payable, whether at the maturity of said bonds or by declaration as authorized by this indenture, or by sale of the mortgaged premises as hereinbefore provided, then upon demand of the Trustees the Railway Company will pay to the Trustees for the benefit of the holders of the bonds and coupons hereby secured, then outstanding, the whole amount due and payable on all such bonds and coupons then outstanding for interest or principal or both, as the case may be, with

interest upon the overdue installments of interest at the same rate as on the respective bonds on which such installments of interest shall be overdue; and in case the Railway Company shall fail to pay the same forthwith upon such demand the Trustees, in their own names and as Trustees of an express trust, shall be entitled to recover judgment for the whole amount so due and unpaid.

The Trustees shall be entitled to recover judgment as aforesaid either before, or after, or during the pendency of, any proceedings for the enforcement of the lien of this indenture upon the mortgaged and pledged premises, and the right of the Trustees to recover such judgment shall not be affected by any entry or sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the provisions of this indenture or the foreclosure of the lien thereof; and in case of a sale of the mortgaged premises, and of the application of the proceeds of sale to the payment of the mortgage debt, the Trustees in their own names and as Trustees of an express trust shall be entitled to enforce payment of, and to receive, all amounts then remaining due and unpaid upon any and all of the bonds issued hereunder, and then outstanding, for the benefit of the holders thereof, and shall be entitled to recover judgment for any portion of the mortgage debt remaining unpaid, with interest. No recovery of any such judgment by the Trustees, and no levy of any execution upon any such judgment on property subject to the lien of this indenture, or upon any other property, shall in any manner, or to any extent, affect the lien of the Trustees upon the mortgaged premises or any part thereof, or any rights, powers or remedies of the Trustees hereunder or any rights, powers or remedies of the holders of the bonds hereby secured; but such lien, rights, powers and remedies shall continue unimpaired as before. Any moneys collected by the Trustees under this Section shall be applied by the Trustees, first to the payment, at the option of the Trustees, of the costs and expenses of the proceedings resulting in the collection of such moneys, and of the expenses paid or incurred by the Trustees in thereafter managing and maintaining the property hereby conveyed, and then to the payment of the amounts then due and unpaid upon such bonds and coupons, respectively, without any preference or priority of any kind, and ratably according to the amounts due and payable upon such bonds and coupons, respectively, on the date fixed by the Trustees for the distribution of such moneys.

Sec. 14. The Railway Company will not at any time insist upon or plead, or in any manner whatever claim or take the benefit or advantage of, any stay or extension laws now or at any time hereafter in force in any locality where the mortgaged premises, or any part thereof, may or shall be situated, nor will it claim, take or insist on, any benefit or advantage from any law now or hereafter in force, providing for the valuation, or appraisement, of the mortgaged premises or any part thereof, prior to any sale or sales thereof to be made pursuant to any provision herein contained, or to the decree of any court of competent jurisdiction; nor after any such sale or sales will it claim or exercise any right under any statute enacted by any State to redeem the property so sold or any part thereof; and it hereby expressly waives all benefit and advantage of any such law or laws; and it covenants that it will not hinder, delay or impede the execution of any power herein granted and delegated to the Trustees, but that it will suffer and permit the execution of every such power, as if no such law or laws had been made or enacted.

Sec. 15. If, in the event of a default by the Railway Company of the character and continuance indicated in Section 3 of this Article, the Trustees shall commence any judicial proceedings to enforce any of their rights, or any rights of the bondholders under this indenture, then the Trustees shall be entitled, as matter of right, to the appointment of a receiver of the premises hereby mortgaged and of the earnings, income, issues, rents, issues or profits thereof, with such powers as the Court making such appointment shall confer.

Sec. 16. The Railway Company, at any time before full payment of the bonds hereby secured, and whenever it shall deem expedient for the better protection and security of such bonds, although there be then no default entitling the Trustees to enter into possession, may surrender and deliver to the Trustees, with their consent, full possession of the whole or any part of the property, premises and interests hereby conveyed, or intended so to be, for any period fixed or indefinite. Upon such surrender and delivery to the Trustees with their consent, the Trustees shall enter into and upon the premises so surrendered and delivered, and shall take and receive possession thereof, for such period, fixed or indefinite, as aforesaid, without prejudice, however, to their right at any time subsequently, and to be entitled thereto by any provision hereof, to insist upon and to maintain such possession, though beyond the expiration of any pre-

scribed period. Upon any such voluntary surrender and delivery of said property and premises, or of any part thereof, the Trustee, from the time of their entry, shall work, maintain, use, manage, control and employ the same in accordance with the provisions of this indenture, and shall receive and apply the income and revenues thereof as provided in Section 1 of this Article.

Upon application of the Trustee and with the consent of the Railway Company, or without such consent if there then be a subsisting default by the Railway Company of the kind and continuance indicated in Section 3 of this Article, a Receiver may be appointed to take possession of and to operate, maintain and manage the whole or any part of said property wheresoever the same may be situated, and the Railway Company shall transfer and deliver to such Receiver all such property wheresoever the same may be situated; and in every case when a Receiver of the whole or any part of said property shall be appointed under this Section, or otherwise, the net income and profits of such property shall be paid over to and be received by the Trustee for the benefit of the holders of the bonds hereby secured.

Sec. 14. No holder of any bond or coupon hereby secured shall have any right to institute any suit, action or proceeding in equity or at law for the foreclosure of this indenture, or for the execution of any trust thereof, or for the appointment of a Receiver, or for any other remedy hereunder, unless the holders of a majority in amount of the bonds hereby secured then outstanding shall have made written request upon the Trustee, and shall have offered to them reasonable opportunity, either to proceed to exercise the powers herein before granted, or to institute such action, suit or proceeding in their own names, nor unless, also, the Trustee shall have been tendered adequate security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby; and such request and offer of indemnity are hereby declared, in every such case, at the option of the Trustee to be conditions precedent to any action or cause of action for foreclosure, or for the appointment of a receiver, or for any other remedy hereunder, on the part of any holders of bonds or coupons hereby secured; it being understood and intended that no one or more holders of bonds or coupons shall have any right in any manner whatever to affect, disturb or prejudice the lien of this indenture by his or their action or to enforce any right hereunder, except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all holders of such outstanding bonds and coupons.

Sec. 15. Except as herein expressly provided to the contrary, no remedy herein conferred upon or reserved to the Trustee or the holders of bonds hereby secured, is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute.

Sec. 16. No delay or omission of the Trustee, or of any holder of bonds hereby secured, to exercise any right or power accruing upon any default continuing as aforesaid shall impair any such right or power, or shall be construed to be a waiver of any such default, or an acquiescence therein, and every power and remedy given by this indenture to the Trustee or to the bondholders may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by the bondholders severally and respectively.

No waiver of any default hereunder shall extend to or shall affect any subsequent default, or shall impair any rights or remedies consequent thereon.

In case the Trustee shall have proceeded to enforce any right under this indenture, by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then and in every such case the Railway Company and the Trustee shall be restored to their former position and rights hereunder in respect of the mortgaged premises; and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Article Four.

Immunity of Officers, Directors and Stockholders.

No recourse under or upon any obligation, covenant or agreement of this indenture, or of any bond or coupon hereby secured, shall be had against any incorporator, stockholder, officer or director of the Railway Company, or of any successor corporation either directly or through the Railway Company, by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise; it being expressly agreed and understood that this mortgage and the obligations hereby secured are solely corporate obligations, and

It is no personal liability whatever shall attach to or be incurred by the incorporators, stockholders, officers or directors of the Railway Company or of any successor corporation, or by any of them, under or by reason of any of the obligations, covenants or agreements contained in, or implied from, this indenture or any of the bonds or coupons hereby secured, and that any and all personal liability of every name and nature, either at common law or in equity or by statute or constitution, of every such incorporator, stockholder, officer or director, is hereby expressly waived as a condition of, and consideration for, the execution and issue of this mortgage and such bonds and coupons.

Article Five.

Bondholders' Acts, Holdings and Apparent Authority.

Section 1. Any request or other instrument required by this indenture to be signed and executed by bondholders may be in any number of concurrent instruments of similar tenor, and may be signed or executed by such bondholders in person or by agent appointed in writing. Proof of the execution of any such request or other instrument, or of a writing appointing any such agent, and of the holding by any person of coupon bonds transferable by delivery, shall be sufficient for any purpose of this indenture, if made in the following manner:

Sec. 2. The fact and date of the execution by any person of any such request, or other instrument or writing, may be proved by the certificate of any notary public, or of any officer authorized to take acknowledgments of deeds to be recorded in New York, that the person signing such request or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution.

Sec. 3. The amount of coupon bonds transferable by delivery, held by any person executing any such request or other instrument or writing as a bondholder, and the amount and issue numbers of the bonds held by such person, and the date of his holding the same, may be proved by a certificate executed by any trust company, bank, bankers, or depository (wherever situated), if such certificate shall be deemed by the Trustees to be satisfactory, showing that at the date therein mentioned such person had on deposit with such depository, or had exhibited to it, the bonds therein described. The ownership of registered coupon bonds, or of registered bonds without coupons, shall be proved by the register of such bonds required in Section 3 of Article Two hereof. Such proof shall be conclusive in favor of the Trustees with regard to any action by them taken under such request or other instrument or writing.

Sec. 4. The bearer of any coupon bond hereby secured, which at the time shall not be registered as hereinbefore authorized, and the bearer of any coupon for interest on any such bond, whether the same shall be registered or not, may be deemed and treated by the Railway Company and by the Trustees as the absolute owner of such bond or coupon, as the case may be, for the purpose of receiving payment thereof, and for all other purposes, and no notice to the contrary shall affect the Railway Company or the Trustees.

Article Six.

Releases of Mortgaged Property.

Section 1. Upon the written request of the Railway Company, approved by resolution of its Board of Directors or Executive Committee from time to time, while the Railway Company is in possession of the mortgaged premises, but subject to the conditions and limitations in this Section prescribed, and not otherwise, the Trustees shall release from the lien and operation of this indenture any part of the mortgaged premises then subject hereto; provided, (1) that no part of the lines of track or of the rights of way shall be released, unless the same shall no longer be of use in the operation of any of the mortgaged lines of railway, and no part of such lines of track or rights of way shall be so released if thereby the continuity of the lines of railway of the Railway Company shall be broken; and (2) that no part of the mortgaged railways or other property shall be released hereunder, unless at the time of such release it shall no longer be necessary or expedient to retain the same for the operation, maintenance or use of such lines of railway, or for use in the business of the Railway Company.

No such release shall be made unless the Railway Company shall have sold or exchanged, or shall have contracted to sell or exchange, the property so to be released; and, unless some other disposition thereof be required by some prior encumbrance, the proceeds of any and all such sales and all moneys received as compensation for any property subject to this indenture taken by exercise of the power of eminent domain, shall be set apart and held in trust and applied, with the approval of the Trustees, to the purchase of other property, real or personal, or in betterments

of or improvements upon any part of the mortgaged premises. Any new property acquired by the Railway Company in exchange for, or to take the place of, any property released hereunder, ipso facto shall become and be subject to the lien of this indenture, as fully as if specifically mortgaged hereby; but, if requested by the Trustees, the Railway Company will convey the same to the Trustees, by appropriate deeds, upon the trusts and for the purposes of this indenture.

Sec. 2. While in possession of the mortgaged premises the Railway Company shall also have full power, in its discretion, from time to time, to dispose free from the lien of this indenture, of any portion of the implements, machinery, rolling stock, or equipment embraced within this indenture, which may have become unfit for such use, replacing the same by, or substituting for the same, new implements, machinery, rolling-stock, or equipment, which shall become subject to this indenture.

Sec. 3. In no event shall any purchaser or purchasers of any property sold or disposed of under any provision of this Article be required to see to the application of the purchase money.

Sec. 4. In case the mortgaged premises shall be in the possession of a receiver lawfully appointed, the powers hereby conferred upon the Railway Company may be exercised by such Receiver with the approval of the Trustees; and if the Trustee shall be in possession of the mortgaged premises under any provision of this indenture, then all the powers by this Article conferred upon the Railway Company may be exercised by the Trustee in their discretion.

Sec. 5. The Railway Company, from time to time, may make changes or alterations in, or substitutions for, any leases or trackage rights subject to this indenture; but in any such event any modified, altered or substituted leases or trackage rights forthwith shall become bound by, and be subject to, the terms of this indenture, in the same manner as those previously existing.

Sec. 6. A certificate signed by the President or the Vice President of the Railway Company may be received by the Trustee as conclusive evidence of any of the facts mentioned in this Article, and shall be full warrant to the Trustee for any action or the fourth thereof; but in their discretion the Trustee may require such further and additional

evidence as to them may seem reasonable.

Article Seven.

Concerning the Trustee.

Section 1. The Trustee shall not be answerable for the default or misconduct of any agent or attorney appointed by them in pursuance hereof, if such agent or attorney shall have been selected with reasonable care; or for anything whatever, in connection with this trust, except willful misconduct or gross negligence. The Trustee shall not be personally liable for any debts contracted by them, or for damages to persons or property whether or not being transported, or for salaries or non-fulfillment of contracts during any period wherein the Trustee shall manage the trust property or premises upon entry or voluntary surrender as aforesaid. The Trustee shall not be under any obligation to take any action towards the execution or enforcement of the trusts hereby created, which, in their opinion, shall be likely to involve them in expense or liability, unless one or more of the holders of the bonds hereby secured shall, as aforesaid, required by the Trustee, furnish them reasonable indemnity against such expense or liability; nor shall the Trustee be required to take notice of any default hereunder, or to take any action in respect of any default unless requested to take action in respect thereof by a writing signed by the holders of a majority in amount of the bonds hereby secured then outstanding, and tendered reasonable indemnity as aforesaid; anything herein contained to the contrary notwithstanding; but neither any such request nor this provision therefor shall affect any discretion herein elsewhere specially given to the Trustee to determine whether or not they shall take action in respect of such default, or to take action without such request. The Trustee shall not be responsible for the recording of this indenture, and shall not be required to file the same as a chattel mortgage.

The Trustee shall be entitled to reasonable compensation for all services rendered by them in the execution of the trusts hereby created.

Sec. 2. Any Trustee may resign and be discharged of the trusts created by this indenture, at any time, by giving three months' written notice thereof to the Railway Company and by also publishing such notice once in a newspaper at that time published in New York, N. Y., and by the execution of the conveyance required by the next section.

Any Trustee may be removed at any time by an instrument

in writing under the hands of three quarters in amount of the holders of the bonds hereby secured and then outstanding.

Any Trustee other than a Trust Company Trustee may be removed at any time by an instrument in writing executed upon the part of the Railway Company by order of its Board of Directors or of its Executive Committee, and by notice thereof to the Trust Company Trustee.

Sec. 3. In case at anytime the said United States Trust Company of New York or said John A. Stewart or any Trustee hereafter appointed shall resign or be removed or otherwise be or become incapable of acting, a new Trustee or Trustees may be appointed by the Railway Company; instead of the company or person so resigning, removed or incapable of acting, by an instrument executed by order of said Railway Company's Board of Directors or Executive Committee. One of the Trustees hereunder shall always be a Trust Company in good standing, doing business in the City of New York and having a capital and surplus aggregating at least $2,000,000, if there be such a Trust Company willing and able to accept the trust upon reasonable and customary terms.

Any new Trustee or Trustees appointed hereunder shall execute, acknowledge and deliver to the Railway Company and to its predecessor such new Trustee or Trustees without any further act, deed or conveyance, all the estates, properties, rights, powers and trusts hereunder, jointly with any other then existing Trustee or Trustees, with like effect as if originally named as Trustee or Trustees herein; but any retiring Trustee shall, nevertheless, on the written request of the remaining or the new Trustee or Trustees, execute and deliver an instrument transferring to the then existing Trustee or Trustees, upon the trusts herein expressed, all the estates, properties, rights, powers and trusts of the Trustee so retiring and shall duly assign, transfer and deliver any property and moneys held by such Trustee to the then existing Trustee or Trustees.

Should any deed, conveyance or instrument in writing from the Railway Company be required by any new Trustee or Trustees, for more fully and certainly vesting in and confirming to such new Trustee or Trustees such estate, rights, powers and duties, any and all such deeds, conveyances and instruments in writing shall, on request, be made, executed, acknowledged

and delivered by it.

Sec. 4. If at anytime or times, in order to conform to any law of any State in which the Railway Company now holds or at any time hereafter shall hold any property, or for any other reason, the Railway Company shall so request, the Trustee shall unite with the Railway Company in the execution, delivery and performance of all instruments and agreements necessary or proper to constitute an additional Trustee or Trustees, or co-trustee or co-trustees hereunder, jointly with the Trustee previously existing; provided however that the bonds secured hereby shall be certified and delivered and all powers to be exercised and acts to be performed by the Trust Company, Trustee, under the provisions of Article One hereof shall be exercised and performed only as prescribed in section 10 of said Article One.

Sec. 5. The terms "Trust Company, Trustee," and "said Trustee" and other equivalent terms, and also the terms "the Trustee" and other equivalent terms, as used in this indenture, shall be construed and held to relate to those at the time being, whether original or successor; and provisions herein referring in terms to the Trustee hereunder shall be construed and held to apply equally to a single Trustee hereunder, in case at any time there be but one existing Trustee.

Article Eight.

Railway Company's Possession till Default; and Defeasance clause.

Section 1. Until some default shall have been made in the due and punctual payment of the interest or of the principal of the bonds hereby secured, or of some part of such interest or principal, or in the due and punctual performance and observance of some covenant or condition hereof obligatory upon the Railway Company, and until such default shall have continued beyond the period of grace, if any, herein provided in respect thereof, or until the Railway Company voluntarily shall have surrendered possession to the Trustee as herein permitted, the Railway Company, its successors and assigns, shall be suffered and permitted to retain actual possession of all the premises hereby mortgaged, and to manage, operate and use the same and every part thereof, with the rights and franchises appertaining thereto, and to collect, receive, take, use and enjoy the tolls, earnings, income, rents, issues and profits thereof.

Sec. 2. If when the bonds hereby secured shall have become due and payable, the Railway Company shall well and

truly pay, or shall cause to be paid, the whole amount of the principal moneys and the interest due upon all of the bonds and the coupons for interest thereon, hereby secured and then outstanding, or shall provide for such payment by depositing with the Trustee hereunder for the payment of such bonds and coupons the entire amount due thereon for principal and interest, and also shall pay or cause to be paid all other sums payable hereunder by The Railway Company, and shall well and truly keep and perform all the things herein required to be kept and performed by it, according to the true intent and meaning of this indenture, then and in that case all property, rights and interest hereby conveyed shall revert to the Railway Company, and the estate, right, title and interest of the Trustee shall thereupon cease, determine and become void, and the Trustee in such case, on demand of the Railway Company and at its cost and expense, shall enter satisfaction of this indenture upon the records; otherwise, the same shall be, continue and remain in full force and virtue.

Article Nine.

Sundry Provisions.

Section 1. All the covenants, stipulations, promises and agreements in this indenture contained, by or in behalf of the Railway Company, shall bind its successors and assigns whether so expressed or not.

Sec. 2. Nothing contained in this indenture, or in any bond hereby secured, shall prevent any consolidation or merger of the Railway Company with any other corporation, or any conveyance and transfer, subject to the continuing lien of this indenture and to all the provisions thereof, of all the mortgaged premises or any entirety to a railroad corporation at that time existing under and by virtue of the laws of the United States or of any State or States, and entitled to acquire the same; provided, however, that such consolidation, merger or sale shall not impair the lien and security of this indenture, or any of the rights or powers of the Trustee or of the bondholders hereunder, and that, upon any such consolidation, merger or sale, the due and punctual payment of the principal and interest of all of said bonds according to their tenor, and the due and punctual performance and observance of all the covenants and conditions of this indenture, shall be assumed by the corporation formed by such consolidation or merger, or purchasing as aforesaid.

Sec. 3. In case the Railway Company, pursuant to Section 2 of this Article, shall be consolidated or merged with any other corporation, or shall sell, convey and transfer, subject to this indenture, all the mortgaged premises as an entirety as aforesaid, the successor corporation formed by such consolidation or into which the Railway Company shall have been merged, or which shall have purchased and received a conveyance and transfer as aforesaid upon executing, and causing to be recorded, an indenture with the Trustee, satisfactory to the Trustee, whereby such successor corporation shall assume the due and punctual payment of the principal and interest of said bonds and the performance of all the covenants and conditions of this indenture, shall succeed to, and be substituted for, the Railway Company, party of the first part hereto, with the same effect as if it had been named herein as such party of the first part, and such successor corporation thereupon may cause to be signed and may issue, either in its own name or in the name of the Chicago and North Western Railway Company any or all of such bonds which shall not theretofore have been signed by the Railway Company and certified in accordance herewith; and, upon the order of said successor corporation in lieu of the Railway Company, and subject to all the terms, conditions and restrictions herein prescribed, the Trust Company, Trustee or the Trust Company designated for that purpose, or the Trustee hereunder (as indicated in Section 10 of Article One hereof), shall certify and deliver any of such bonds which shall have been previously signed and delivered by the officers of the Railway Company for certification, and any of such bonds which such successor corporation shall thereafter cause to be signed and delivered for that purpose. All the bonds so issued shall in all respects have the same legal rank and security as the bonds theretofore or thereafter issued in accordance with the terms of this indenture, as if all of said bonds had been issued at the date of the execution hereof.

Sec. 4. For every purpose of this indenture, including the execution, issue and use of any and all bonds hereby secured, the terms "Railway Company" and "Chicago and North Western Railway Company" and equivalent terms include and mean not only the party of the first part hereto, but also any such successor corporation. Every such successor corporation shall possess and from time to time may exercise each and every right and power hereunder of the Chicago and North Western Railway Company, in its name or otherwise.

Sec. 15. Any act or proceeding by any provision of this indenture permitted or required to be done or performed by any board or officer of the Railway Company may and shall be done and performed with like force and effect by the like board or officer of any Railroad corporation that at the time shall be such lawful successor of the Railway Company.

Sec. 16. Nevertheless, before the exercise of the powers conferred by this Article, the Railway Company, by instrument in writing executed by authority of two-thirds of its Board of Directors and delivered to the Trustees, may surrender any of the powers conferred to the Railway Company or to such successor corporation under this Article and thereupon such power so surrendered shall terminate.

This indenture shall become operative and effectual for all purposes immediately upon its execution by the Railway Company, party of the first part, without more; and, if either or both of the designated parties of the second part, (See margin) refusing to execute and accept this indenture and the trusts hereunder; and in all respects the effect of such failure of execution and acceptance shall be only the same as if such party or parties of the second part had resigned or been removed from trusteeship hereunder.

The United States Trust Company of New York and John A. Stewart, parties hereto of the second part, hereby severally accept the trusts in this indenture declared and provided and agree to perform the same upon the terms and conditions hereinbefore set forth.

In order to facilitate the record of this indenture, the same may be simultaneously executed in ten counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

In Witness Whereof, The Chicago and North Western Railway Company, the party hereto of the first part, has caused this indenture to be signed in its name and behalf by its President, and its corporate seal to be hereunto affixed, and the same to be attested by the signature of its Secretary; and The United States Trust Company of New York, one of the parties of the second part, has caused its corporate seal to be hereunto affixed and attested by its Secretary, and these presents to be signed in its name and behalf by its

+ shall fail to execute this indenture or to accept the trusts hereunder, a memorandum

President, and John A. Stewart, the other of the parties of the second part, has hereunto set his hand and seal; all upon the day and year first above written, at the city of New York, N. Y.

Chicago and North Western Railway Company
By Marvin Hughitt
Its President.

(Seal)

Attest:
H. L. Hughes. Secretary.

Signed, sealed and delivered in behalf of the Chicago and North Western Railway Company, in the presence of
Geo. H. Corey
Wm. H. Bunder

United States Trust Company of New York
By John A. Stewart.
Its President.

(Seal)

Attest:
H. L. Thornell. Secretary.

Signed, sealed and delivered in behalf of the United States Trust Company of New York in the presence of } Secretary.
Geo. H. Corey
Wm. H. Bunder

John A. Stewart. (Seal)
Geo. H. Corey
Wm. H. Bunder

Signed, sealed and delivered by John A. Stewart in the presence of

Approved by:
Lloyd W. Bowers
General Counsel, C. & N. W. Ry. Co.

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

I, George H. Corey, a notary public in and for the city and county of New York in the State of New York, and a commissioner of deeds in and for the State of New York duly appointed and commissioned as such by the respective governors of and for the States of Illinois, Wisconsin, Michigan, Iowa, Minnesota, North Dakota and South Dakota, being a resident in the city, county and state of New York and duly qualified to act as such commissioner for each of said States of Illinois, Wisconsin, Michigan, Iowa, Minnesota, North Dakota and South Dakota and duly authorized as such commissioner to take and certify in the State of New York acknowledgments of deeds of lands in each of said States of Illinois, Wisconsin, Michigan, Iowa, Minnesota, North Dakota and South Dakota

do hereby certify that on this ninth day of November in the year 1897 before me, the subscriber personally appeared Marvin Dayhill and Martin L. Sykes, President and Secretary respectively of the Chicago and North-Western Railway Company, a corporation, and on said same day also appeared before me by its said officers the said Chicago and North-Western Railway Company being known to me to be the corporation whose name is subscribed to the foregoing instrument and which executed the same as the party of the first part; that Marvin Dayhill and Martin L. Sykes are personally known to me and are known to me to be the President and Secretary, respectively of said Chicago and North-Western Railway Company and the identical persons whose names are subscribed to the foregoing instrument as President and Secretary of said corporation; that said Marvin Dayhill and Martin L. Sykes then and there severally acknowledged that they signed, sealed and delivered the foregoing instrument as the President and Secretary, respectively, of the said Chicago and North-Western Railway Company and in behalf of said corporation and by order of its Board of Directors, and that they were President and Secretary, respectively, of said corporation at the time of the execution of said foregoing instrument, and that the seal attached to said instrument is the corporate seal of said Chicago and North-Western Railway Company and was affixed to said instrument on behalf of said corporation and by order of its Board of Directors; and I further certify that said Marvin Dayhill and Martin L. Sykes then and there further severally acknowledged that they executed said instrument as their free and voluntary act and deed as such President and Secretary respectively, and as the free and voluntary act and deed of said Chicago and North-Western Railway Company, and for the uses and purposes in said instrument set forth.

And at the same time said Marvin Dayhill and Martin L. Sykes, being by me severally and duly sworn, did severally depose and say that said Marvin Dayhill resided in the city of Chicago, State of Illinois, and said Martin L. Sykes resided in the city of Mount Vernon, state of New York; that said Chicago and North-Western Railway Company is a corporation; that they are and at the time of the execution of the foregoing instrument were the President and Secretary, respectively, of said Chicago and North-Western Railway Company

the corporation described in and which executed the foregoing instrument; that they knew the seal of said corporation; that they signed the foregoing instrument as President and Secretary respectively of said corporation and in its behalf and by order of its Board of Directors; and that the seal affixed to the said instrument is the seal of said Chicago and North-Western Railway Company, and was so affixed by them by order of the Board of Directors of said corporation. ——————————

——And I further certify that I know the seal affixed to the foregoing instrument to be the corporate seal of the Chicago and North Western Railway Company, and that said instrument is executed and acknowledged according to and in conformity with the laws of the State of New York. ——————————

——In Testimony Whereof I have hereunto set my hand and affixed my official seals as notary public for the city and county of New York, in the State of New York, and also as commissioner within the State of New York of and for the several States of Illinois, Wisconsin, Michigan, Iowa, Minnesota, North Dakota and South Dakota, on said ninth day of November, A. D. 1897. ——

Geo. H. Bovey
Notary Public in and for the
city and county of New York
Geo. H. Bovey

Seal

Commissioner of the State of Illinois in the State of New York, appointed by the Governor of the State of Illinois to take acknowledgments of deeds and other instruments to be recorded and used in Illinois.
Geo. H. Bovey.

Seal

Commissioner of the State of Wisconsin in the State of New York, appointed by the Governor of the State of Wisconsin to take acknowledgments of deeds and other instruments to be recorded and used in Wisconsin
Geo. H. Bovey.

Seal

Commissioner of the State of Michigan in the State of New York, appointed by the Governor of the State of Michigan to take acknowledgments of deeds and other instruments to be recorded and used in Michigan
Geo. H. Bovey.

Seal

Commissioner of the State of Iowa in the State of New York, appointed by the Governor of the State of Iowa to take acknowledgments of deeds and other instruments to be recorded and used in Iowa

Geo. H. Bovey.

Seal

Commissioner of the State of Minnesota in the State of New York, appointed by the Governor of the State of Minnesota to take acknowledgments of deeds and other instruments to be recorded and used in Minnesota.

Geo. H. Bovey.

Seal

Commissioner of the State of North Dakota in the State of New York, appointed by the Governor of the State of North Dakota to take acknowledgments of deeds and other instruments to be recorded and used in North Dakota.

Geo. H. Bovey.

Seal

Commissioner of the State of South Dakota in the State of New York, appointed by the Governor of the State of South Dakota to take acknowledgments of deeds and other instruments to be recorded and used in South Dakota.

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

I, Henry D. Purroy, Clerk of the City and County of New York and also Clerk of the Supreme Court for the said City and County, having a Court of Record having a seal do hereby certify that Geo. H. Bovey, whose name is subscribed to the foregoing certificate of acknowledgment of the preceding instrument therein mentioned, was at the time of taking such acknowledgment and making such certificate a notary public in and for the City and County of New York in the State of New York residing in the said City, commissioned and sworn, and duly authorized to take such acknowledgment and make such certificate; that I am well acquainted with the handwriting of such notary, and the signature of said certificate of acknowledgment is genuine; that said notary was at the time of taking such acknowledgment duly authorized by the laws of the State of New York to take and certify acknowledgments and proofs of deeds of lands therein and that the foregoing instrument is executed and acknowledged according to and in conformity with the laws of the State of New York.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court and County this 9th day of November, A. D. 1897.

Seal

Henry D. Purroy.
Clerk.

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

I, George H. Bovey, a notary public in and for the City and County of New York in the State of New York, and a commissioner of deeds in and for the State of New York duly appointed and commissioned as such by the respective governors of and for the States of Illinois, Wisconsin, Michigan, Iowa, Minnesota, North Dakota and South Dakota, being a resident in the City, County and State of New York and duly qualified to act as such commissioner for each of said States of Illinois, Wisconsin Michigan, Iowa, Minnesota, North Dakota and South Dakota and duly authorized as such commissioner to take and certify in the State of New York acknowledgments of deeds of lands in each of said States of Illinois, Wisconsin, Michigan, Iowa, Minnesota North Dakota and South Dakota, do hereby certify that on this ninth day of November in the year 1897 before me, the subscriber, personally appeared John A. Stewart and Henry L. Thorell, President and Secretary, respectively, of the United States Trust Company of New York, a corporation, and on said ninth day also appeared before me by its said officers the said United States Trust Company of New York, being known to me to be the corporation whose name is subscribed to the foregoing instrument and which executed the same as one of the parties of the second part; that John A. Stewart and Henry L. Thorell are personally known to me and are known to me to be the President and Secretary, respectively, of said United States Trust Company of New York and the identical persons whose names are subscribed to the foregoing instrument as President and Secretary of said corporation; that said John A. Stewart and Henry L. Thorell then and there severally acknowledged that they signed, sealed and delivered the foregoing instrument as the President and Secretary, respectively, of the said United States Trust Company of New York and in behalf of said corporation and by order of its Board of Trustees, and that they were President and Secretary, respectively, of said corporation at the time of the execution of said foregoing instrument, and that the seal + (so making) affixed to said instrument was the corporate seal of said United States Trust Company of New York, and was affixed to said instrument on behalf of said corporation and by order of its Board of Trustees; and I further certify that said John A. Stewart and Henry L. Thorell then and there further severally acknowledged that they executed said instrument as their + (Whereby) free and voluntary act and deed as such President and Secretary respectively, and as the free and voluntary act and deed of said

United States Trust Company of New York, and for the uses and purposes in said instrument set forth.

And at the same time said John A. Stewart and Henry L. Thorwell, being by me severally and duly sworn, did severally depose and say that they resided in the city and state of New York; that said United States Trust Company of New York is a corporation; that they are and at the time of execution of the foregoing instrument were the President and Secretary, respectively, of said United States Trust Company of New York, the corporation described in and which executed the foregoing instruments; that they knew the seal of said corporation; that they signed the foregoing instrument as President and Secretary respectively, of said corporation and in its behalf and by order of its Board of Trustees; and that the seal affixed to said instrument is the seal of the United States Trust Company of New York, and was so affixed by them by order of the Board of Trustees of said corporation.

And I further certify that I know the seal affixed to the foregoing instrument to be the corporate seal of the United States Trust Company of New York, and that said instrument is executed and acknowledged according to and in conformity with the laws of the state of New York.

In Testimony Whereof I have hereunto set my hand and affixed my official seals as notary public for the city and county of New York, in the state of New York, and also as commissioner within the state of New York of and for the several states of Illinois, Wisconsin, Michigan, Iowa, Minnesota, North Dakota and South Dakota, on said ninth day of November, A. D. 1911.

Geo. H. Carey.

(Seal)

Notary Public in and for the city and county of New York in the State of New York.

Geo. H. Carey.

(Seal)

Commissioner of the state of Illinois in the state of New York, appointed by the Governor of the state of Illinois to take acknowledgments of deeds and other instruments to be recorded and used in Illinois.

Geo. H. Carey

(Seal)

Commissioner of the state of Wisconsin in the state of New York, appointed by the Governor of the state of Wisconsin to take acknowledgment of deeds and other instruments to be recorded and used in Wisconsin

Geo. H. Carey.

(Seal)

Commissioner of the state of Michigan in the state of New York, appointed by the Governor of the state of Michigan to take acknowledgments of deeds and other instruments to be recorded and used in Michigan.

Geo. H. Carey.

(Seal)

Commissioner of the state of Iowa in the state of New York, appointed by the Governor of the state of Iowa to take acknowledgments of deeds and other instruments to be recorded and used in Iowa.

Geo. H. Carey.

(Seal)

Commissioner of the state of Minnesota in the state of New York, appointed by the Governor of the state of Minnesota to take acknowledgments of deeds and other instruments to be recorded and used in Minnesota

Geo. H. Carey.

(Seal)

Commissioner of the state of North Dakota in the state of New York, appointed by the Governor of the state of North Dakota to take acknowledgments of deeds and other instruments to be recorded and used in North Dakota.

Geo. H. Carey.

(Seal)

Commissioner of the state of South Dakota in the state of New York, appointed by the Governor of the state of South Dakota to take acknowledgments of deeds and other instruments to be recorded and used in South Dakota

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

I, Henry D. Purroy, Clerk of the City and County of New York and also Clerk of the Supreme Court for the said City and County, being a court of record having a seal, do hereby certify that Geo. H. Carey, whose name is subscribed to the foregoing certificate of acknowledgment of the preceding instrument therein mentioned, was at the time of taking such acknowledgment and making such certificate a notary public in and for the City and County of New York in the State of New York, residing in the said City, commissioned and sworn, and duly authorized to take such acknowledgment and make such certificate; that I am well acquainted with the handwriting of such notary, and the signature of said certificate of acknowledgment is genuine. That said notary was at the time of taking such acknowledgment duly authorized by the laws of the State of New York

to take and certify acknowledgments and proofs of deeds of land therein, and that the foregoing instrument is executed and acknowledged according to and in conformity with the laws of the State of New York.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said court and county this 9th day of November, A.D. 1897.

Seal

Henry D. Perry
Clerk.

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

I, George H. Corey, a notary public in and for the city and county of New York in the State of New York, and a commissioner of deeds in and for the State of New York duly appointed and commissioned as such by the respective governors of and for the states of Illinois, Wisconsin, Michigan, Iowa, Minnesota, North Dakota and South Dakota, being a resident in the city, county and state of New York and duly qualified to act as such commissioner for each of said states of Illinois, Wisconsin, Michigan, Iowa, Minnesota, North Dakota and South Dakota and duly authorized as such commissioner to take and certify in the State of New York acknowledgments of deeds of lands in each of said states of Illinois, Wisconsin, Michigan, Iowa, Minnesota, North Dakota and South Dakota, do hereby certify that on this ninth day of November in the year 1897 before me the subscriber, personally appeared John A. Stewart, personally known to me and known to me to be the identical person whose name is subscribed to the foregoing instrument, and who is described in said instrument and executed the same as one of the parties of the second part; and that said John A. Stewart then and there acknowledged that he signed, sealed, delivered and executed the foregoing instrument as his free and voluntary act and deed, and for the uses and purposes therein set forth.

And I further certify that said foregoing instrument is recorded and acknowledged according to and in conformity with the laws of the State of New York.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal as a notary public for the city and county of New York, in the State of New York, and also as commissioner within the State of New York of and for the several states of Illinois, Wisconsin, Michigan, Iowa, Minnesota, North Dakota and South Dakota, on said ninth day of November A.D. 1897.

Notary Seal

Geo. H. Corey.
Notary Public in and for the city and county of New York in the State of New York.

Seal

Geo. H. Corey
Commissioner of the State of Illinois in the State of New York, appointed by the Governor of the State of Illinois, to take acknowledgments of deeds and other instruments to be recorded and used in Illinois.

Geo. H. Corey.

Seal

Commissioner of the State of Wisconsin in the State of New York, appointed by the Governor of the State of Wisconsin to take acknowledgments of deeds and other instruments to be recorded and used in Wisconsin

Geo. H. Corey

Seal

Commissioner of the State of Michigan in the State of New York, appointed by the Governor of the State of Michigan to take acknowledgments of deeds and other instruments to be recorded and used in Michigan.

Geo. H. Corey.

Seal

Commissioner of the State of Iowa in the State of New York, appointed by the Governor of the State of Iowa to take acknowledgments of deeds and other instruments to be recorded and used in Iowa.

Geo. H. Corey.

Seal

Commissioner of the State of Minnesota in the State of New York, appointed by the Governor of the State of Minnesota to take acknowledgments of deeds and other instruments to be recorded and used in Minnesota

Geo. H. Corey.

Seal

Commissioner of the State of North Dakota in the State of New York, appointed by the Governor of the State of North Dakota to take acknowledgments of deeds and other instruments to be recorded and used in North Dakota.

Geo. H. Corey.

Seal

Commissioner of the State of South Dakota in the State of New York, appointed by the Governor of the State of South Dakota to take acknowledgments of deeds and other instruments to be recorded and used in South Dakota.

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

I, Harry D. Parry, Clerk of the City and County of New York and also Clerk of the Supreme Court for the said City and County, being a Court of Record having a seal, do hereby certify that Geo. F. Long, whose name is subscribed to the foregoing certificate of acknowledgment of the preceding instrument therein mentioned, was at the time of taking such acknowledgment and making such certificate a Notary Public in and for the City and County of New York in the State of New York, residing in the said City, commissioned and sworn, and duly authorized to take such acknowledgment and make such certificate; that I am well acquainted with the handwriting of such Notary, and the signature of said certificate of acknowledgment is genuine; that said Notary was at the time of taking such acknowledgment duly authorized by the laws of the State of New York to take and certify acknowledgments and proofs of deeds of land therein, and that the foregoing instrument is entitled and acknowledged according to and in conformity with the laws of the State of New York.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court and County this 9th day of November, A. D. 1897.

Harry D. Parry
Clerk.

Seal

State of Wisconsin } ss
Department of State }

Received this 13th day of November, A. D. 1897, at 9:45 o'clock A. M., and recorded in Vol. M of R. R. Mortg. and Trust Deeds, on pages 393 to 398.

G. E. Vanderenck.
Assistant Secretary of State

Washburn, Bayfield and Iron River Railway Company.
Trust Deed
to
Charles B. Wood.

This Indenture, made and entered into this 30th day of October, 1897, by and between the Washburn, Bayfield and Iron River Railway Company, a corporation duly organized and existing under the laws of the State of Wisconsin, (hereinafter called the Company) party of the first part, and Charles B. Wood of the City of Chicago, County of Cook and State of Illinois (hereinafter called the Trustee) party of the second part, as Trustee, —

Witnesseth, That Whereas, the Railway Company has full power under and by virtue of the laws of the State of Wisconsin, to borrow money, and issue its notes therefor, and to pledge by mortgage or trust deed, its property rights and franchises to secure the payment thereof, and

Whereas, the Board of Directors of said Railway Company, at a meeting held at the office of said Company, in the town of Washburn, Wisconsin, on the 9th day of November, 1897, unanimously adopted the following resolution: —

"Resolved by the Board of Directors of the Washburn, Bayfield and Iron River Railway Company, that the vice and acting president and secretary of this Company be, and they are hereby authorized and directed to execute on behalf of this Company, Ten (10) notes of Five Thousand Dollars ($5,000) each dated the 30th day of October, 1897, and payable one (1) year after date, with interest thereon from date at the rate of six per centum, per annum, payable annually. And said vice and acting president and secretary are further authorized to secure the payment of the principal and interest of said notes by a trust deed, and to execute under their hands and seal of this Company a deed of trust which shall be a first lien upon all the rights of way, real and personal property and franchises appertaining to the first section of said Railway which is that portion thereof extending from its present terminus in the village of Washburn, three northwesterly miles along its graded line towards the village of Iron River to a point two miles distant along such line from said terminus and which one mile or which shall hereafter be acquired by this Company, to Charles B. Wood, of the City of Chicago, county of Cook and State of Illinois, as

Trustee, which said Trust Deed shall be in form sufficient to secure the payment of the said notes and interest in the most ample manner, and

The Vice-Pres Acting President and Secretary of this Company are hereby authorized and empowered to sell or pledge said notes for the purpose of raising money to be used for the purposes of the Company in constructing its lines of Railway, and such sale or pledge of said notes shall be binding upon this Company; and

Whereas, the Vice and Acting President and Secretary of the Railway Company have this day, in accordance with the resolutions so passed as aforesaid by the Board of Directors, executed notes in form and amount and maturing as therein directed.

Now Therefore The party of the first part, in consideration of the premises, and of the sum of one dollar ($1.00) paid by the party of the second part hereto, the receipt whereof is hereby acknowledged, and in order to secure due and punctual payment of said several notes and the interest thereon has given, granted, bargained, sold, transferred and conveyed and does by these presents give, grant, bargain, sell, transfer and convey unto said party of the second part, Trustee, as herein provided, and his successors in the trust, all the rights of way of the party of the first part, located in the county of Banfield and State of Wisconsin, so far only however, as the same appertain to and are a part of the first section of said Railway, which is that portion thereof extending from its present terminus, in the village of Bashburn, Three north westerly ten (10) miles, along its graded line, towards the village of Iron River, to a point ten miles distant, along such lines from said terminus, together with the entire system of Railway of said Company and all grades, bridges, culverts, ties, rails and property of every description, including all rights, privileges and franchises, either that the same are now owned, or whether the same shall be hereinafter acquired by the party of the first part, so far however, only as the same are a part of said first section of said Railway, particularly intending hereby to convey, that portion of the line of railway, completed and projected from the village of Bashburn in the county of Banfield to the town of Iron River in said county, which constitutes the aforesaid first section thereof with all appurtenances now

owned or hereafter acquired in connection therewith, or in any manner appurtenant thereto, it being the intention of this instrument to embrace herein, and subject to the lien herein provided for, all the real estate and personal property, and all the rights, privileges and franchises that may be hereafter acquired by the party of the first part, as well as that now owned by it relating to said first section of said line of Railway. Excepting however, and wholly reserving unto said Railway Company all Railway aid Bonds heretofore issued by the county of Banfield in aid of the said Railway, and the full right to have, demand and receive all of the same, to the use of said Railway Company as its property, which bonds are now deposited in escrow with the Wisconsin Trust Company.

To Have and To Hold the above described property, real estate and personal property and rights, properties and franchises, with all the privileges and appurtenances thereunto belonging unto the party of the second part, and his successors, to their own use and behoof forever, but in trust nevertheless for the equal pro rata benefit and security of the holders of the above mentioned notes, at whatever period the same may be issued without any preference of one note over another, and for the uses and purposes hereinafter declared.

Article 1. So long as no default shall be made in the payment of the principal or interest of said notes, according to their tenor and so long as the conditions of this instrument shall be performed, the Railway Company shall be permitted to retain possession and control of said mortgaged property, and all its income and profits, except as hereinafter provided, but the Company agrees to pay all taxes, assessments and levies which shall from time to time be legally imposed, assessed or levied upon the property and franchises hereby conveyed, so that the priority of these presents shall be at all times be duly maintained and preserved, and to take care of and preserve the said property and to do on demand of the Trustee all acts necessary and proper to keep valid the lien hereby created, and intended to be created and at any future time, and as often as it may be necessary, to execute on demand of the said Trustee, or his successor, all such assurances, deeds, mortgages and other instruments of writing, in due form and effect as may be proper to the better carrying out of the true intent and meaning of these presents, and especially and at its own cost, to do all things that may reasonably be required by the said Trustee or his

successor, to keep valid the lien hereby intended to be created upon rafter acquired property. _____

Article II. And the bompany hereby covenants and agrees that having possession as aforesaid, it will diligently preserve the rights and franchises now or hereafter granted to or conferred upon it, and that it will at all times keep and maintain its property in thorough repair, working order and condition and fully supplied with motive power and equipments and that it will from time to time make all needed and proper repairs and replacements so that the business of the said party of the first part shall at all times be properly conducted. _____

Article III The bompany agrees at all times to furnish the Trustee a schedule, showing with reasonable details, the items of the estate, property and things owned by the lien hereof, or intending so to be. The bompany shall at no time during the life of the debt secured hereby, or any part thereof, acquire any property that at the time of the purchase thereof is subject to any incumbrance whatsoever, but all property hereafter purchased by the bompany shall be free and clear of all liens and incumbrances whatsoever. _____

Article IV. If default shall be made by the bompany in the payment of said notes, or any of them, at the time the same becomes due and payable, or if the bompany shall fail to pay any interest accruing upon said notes as and when the same becomes due, or if the bompany shall fail faithfully to observe any of the requirements and stipulations of these presents, and such default shall continue for the space of ten days, the Trustee shall, at the request of the holders of a majority in amount of the notes then outstanding, enter into and take possession of the lines of Railway and property hereby conveyed or intended so to be, and shall proceed to operate the same, and to collect and receive the income thereof, and after paying all outstanding taxes, assessments and liens legally imposed by the State of Wisconsin, or the county of Bayfield, and after paying all necessary and proper operating expenses, including labor and materials, and reasonable Trustee's fee for his services in that behalf, the Trustee shall use the surplus, if any there shall be, of the income of the bompany as follows:

1st- In the payment of all overdue interest upon said notes;
2nd- If any sum shall remain after the payment of interest, in the payment notably of any note or notes secured hereby. When all reasonable taxes, assessments and liens, and all arrears of interest secured hereby have been paid, it shall then be the duty of the Trustee to turn said property back to the bompany. The privileges granted by this paragraph shall be a continuing power, so often as the occasion arises, and shall not be exhausted by one or more uses thereof. _____

It shall not be obligatory upon the Trustee so to take possession of, and to operate said line of Railway and property until the owners of at least one half in amount of the notes secured and then outstanding shall, by their writing duly signed by them, request the Trustee so to act, and shall deposit with the Trustee the notes of the bompany so held by them and secured hereby, and shall further give the Trustee such assurances of indemnity for his disbursements and fees as he may reasonably require. _____

Article V. If the bompany shall well and faithfully pay the principal and due on said notes, and the interest thereon, according to the time thereof, and shall well and truly perform all the other things required by these presents to be done by the bompany, then these presents shall be void, but if default shall be made by the bompany in the payment of the said notes, or any of them at the time they become due and payable, or if the bompany shall fail to pay the interest thereon or any part thereof according to the time of said notes or if the bompany shall fail faithfully to observe any requirements made of it by these presents, and such default shall continue for the space of ten days, then the amount of the principal of all of said notes secured hereby, together with all accrued and unpaid interest thereon, shall at the option and request of the holders of a majority in amount of the said notes then outstanding, become immediately due and payable, and it shall be lawful for the trustee to sell and dispose of all and singular the premises, property, rights, privileges and franchises hereby conveyed or intended so to be, or such portion thereof as the Trustee may deem necessary, at public auction in the town of Washburn, county of Bayfield and State of Wisconsin, upon such terms as to credits partial credits and security for the payment as he may think proper or expedient, having first given public notice of the

time, place and terms of sale, by advertisement printed not less than once a week for at least six consecutive weeks in a newspaper published in said town of Washburn, and no other notice or demands whatsoever to or upon the Company shall be necessary. The Trustee shall have the right to adjourn such sale or sales from time to time in his discretion, and after so adjourning to make the sale at the time and place to which the same may be adjourned. The Trustee is hereby authorized and empowered either in his own name, or in the name of the Company, to make, execute, acknowledge and deliver to the purchaser or purchasers at such sale, a good and sufficient deed or deeds of conveyance of the property so sold, and any sale made as aforesaid will be a perpetual bar forever in law or in equity against the Company, and all persons claiming through or under it out of the proceeds arising from such sale or sales, and the income and profits if any, the Trustee shall first defray the expenses thereof together with his just and lawful charges for services and expenses, including reasonable allowances for attorney and counsel fees, and also all advances and expenses reasonably made or incurred by the Trustee, in operating, maintaining or managing the property of the first party while in possession. The balance of said proceeds shall be paid over ratably to and amongst the holders of said notes, so far as the same may be necessary to pay the amounts then due upon the same, for principal and interest computed to the time of making the payment, and if any such proceeds then remain, the remainder shall be paid over to the Company or its assigns. It is also agreed that any one or more of the holders of said notes or any party in their behalf may purchase the property at any sale made as aforesaid, and that the receipt of the Trustee shall be a sufficient discharge to the purchasers.

Article VI. The foregoing provision for sale under the power aforesaid, is cumulative with the ordinary remedy of foreclosure by entry of suit thereof, and the Trustee here under may, upon default being made as aforesaid, institute or carry out proceedings to foreclose this instrument by suit or otherwise in such manner as may be authorized by law for the foreclosure of mortgages, and in the event of foreclosure being had there under, there shall be included in any decree that may be rendered in such suit of foreclosure

a reasonable allowance for the services and expenses for the Trustee, together with a reasonable attorney's and solicitor's fee in such suit or proceeding, and the Company hereby waives any and all rights of redemption now or hereafter provided by the statutes of the State of Wisconsin.

Article VII. In case of the death, resignation or removal from the city of Chicago of the Trustee herein named, Horace S. Oakley, of the city of Chicago, county of Cook and State of Illinois, is hereby appointed as successor in trust to said Trustee, and such successor shall be invested with all of the powers, rights, estates and interests hereby granted to or conferred upon the party of the second part by these presents, without any further assurance or conveyance whatsoever.

In Witness Whereof, The Washburn, Bayfield and Iron River Railway Company has caused these presents to be signed by its vice and acting president, sealed with its corporate seal, and attested by its secretary for and in its behalf, the day and year first above written.

Washburn, Bayfield and Iron River Railway Company
By Howard Benton
Vice and Acting President.

(Corporate Seal)

Attest: John A. Jacobs
Secretary.

State of Wisconsin } ss.
County of Bayfield }

Personally before me this 10th day of November, 1897, came Howard Benton, the Vice and Acting President of the Washburn, Bayfield and Iron River Railway Company, a corporation, to me known to be the person who as such officer, executed the foregoing instrument in the name of said corporation, and acknowledged the same to be the duly authorized act of said corporation, and also came John A. Jacobs the Secretary of the Washburn, Bayfield and Iron River Railway Company, a corporation, to me known to be the person who as such secretary, executed the foregoing instrument in the name of such corporation, and affixed its corporate seal thereto, and acknowledged the same to be the duly authorized act of said corporation.

In Testimony Whereof I have hereunto set my hand and fixed my notarial seal this 10th day of November, 1897.

(Corporate Seal)

L. N. Clausen
Notary Public.

State of Wisconsin } ss.
Department of State }
Received this 11th day of Nov. A.D. 1897, at 2:00 P.M. and recorded in Vol. 11 of R.R. Mortgages and Trust Deeds on pages 393 to 399.
L. D. Sanderson, Asst. Secy of State

Washburn, Bayfield and Iron River Railway Company to Northern Pacific Railway Company Mortgage.

This Indenture, made this 26th day of November, A.D. one Thousand eight hundred and ninety seven, by and between the Washburn, Bayfield and Iron River Railway Company, a railway corporation organized and existing under and by virtue of the laws of the State of Wisconsin, party of the first part, and the Northern Pacific Railway Company, a railway corporation created and existing under and by virtue of the laws of the State of Wisconsin, party of the second part,

Witnesseth: Whereas the party of the first part has power under the laws of the State of Wisconsin and under its articles of incorporation to borrow money and incur indebtedness in such sum or sums and payable at such times and places and upon such terms as its board of directors shall agree upon and authorize as necessary or expedient, and to execute trust deeds or mortgages, or both, as occasion may require, on any railroads, or parts thereof, constructed or in process of construction, for amounts borrowed or owing or indebtedness incurred or to be incurred by the corporation, and therein to make provision touching, transferring or mortgaging their railroad tracks, right of way, depot grounds, rights, privileges, franchises, immunities, structures, machine houses, rolling stock, furniture, tools, implements, appendages and appurtenances used in connection with such railroads in any manner whatever pertaining to the corporation, or which may hereafter belong to it, as security for any bonds or evidences of debt therein mentioned, in such manner as the party of the first part or its directors shall think proper, and _____

Whereas the board of directors of the party of the first part has by resolution duly adopted at a meeting duly called and regularly held, determined and agreed upon and authorized as necessary and expedient the execution and delivery of this instrument: _____

Now therefore this Indenture Witnesseth:

That said party of the first part for and in consideration of the sum of one dollar to it in hand paid, and other valuable considerations, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed, transferred and mortgaged unto the said Northern Pacific Railway Company, party of the second part, and by these presents does grant, bargain, sell, convey, transfer and mortgage unto the said party of the second part, and to its successors and assigns forever, all and singular, the estate and property, real, personal and mixed, described as follows, to-wit: All that section of railroad, or parts thereof, constructed or in process of construction, or to be constructed, for a distance of ten miles from a point on the main line of the Northern Pacific Railway Company at Iron River in the county of Bayfield, State of Wisconsin, and extending in a northeasterly direction from said Iron River towards Washburn in said Bayfield County, said railroad crossing or touching or to cross or touch or running over the following described real estate, situate, lying and being in the county of Bayfield and state of Wisconsin, to-wit: _____

South West quarter of South West quarter of Section Eight, Township Forty-seven, North of Range Eight, West. _____

South West quarter of South West quarter of Section Eight, Township Forty-seven, North of Range Eight, West. _____

South West quarter of South West quarter of Section Eight, Township Forty-seven, North of Range Eight, West. _____

South East quarter of South West quarter of Section Eight, Township Forty-seven, North of Range Eight, West. _____

South East quarter of South West quarter of Section Five, Township Forty-seven, North of Range Eight, West. _____

South East quarter of South West quarter, Section Five, Township Forty-seven, North of Range Eight, West. _____

South West quarter of South East quarter of Section Five, Township Forty-seven, North of Range Eight, West. _____

South West quarter of South East quarter of Section Five, Township Forty-seven, North of Range Eight, West. _____

South West quarter of South East quarter of Section Five, Township Forty-seven, North of Range Eight, West. _____

South East quarter of South East quarter of Section Five, Township Forty-seven, North of Range Eight, West. _____

South East quarter of South East quarter of Section Thirty-five Township Forty-eight, North of Range Eight, West. _____

South East quarter of South East quarter of Section Thirty-two, Township Forty Eight, North of Range Eight, West. _____

South West quarter of South West quarter of Section Thirty-five, Township Forty-eight, North of Range Eight, West. _____

South West quarter of South West quarter of Section Thirty-

Township Forty-eight, North of Range Eight, West. ____
South East quarter of North West quarter, of Section Thirty-three
Township Forty-eight, North of Range Eight, West. ____
North East quarter of North West quarter, of Section Thirty
three, Township Forty-eight, North of Range Eight, West. ____
North West quarter of North East quarter, of Section Thirty
three, Township Forty-eight, North of Range Eight, West. ____
South West quarter of South East quarter, of Section
Twenty-eight, Township Forty-eight, North of Range Eight, West.
South East quarter of South East quarter, of Section Twenty-
eight, Township Forty-eight, North of Range Eight, West. ____
North East quarter of South East quarter, of Section Twenty-
eight, Township Forty-eight, North of Range Eight, West. ____
South East quarter of North East quarter, of Section Twenty-
eight, Township Forty-eight, North of Range Eight, West. ____
South West quarter of North West quarter of Section
Twenty-seven, Township Forty-eight, North of Range Eight, West.
North West quarter of North West quarter, of Section Twenty-
seven, Township Forty-eight, North of Range Eight, West. ____
South West quarter of South West quarter, of Section
Twenty-two, Township Forty-eight, North of Range Eight, West.
South East quarter of South West quarter of Section Twenty-
two, Township Forty-eight, North of Range Eight, West. ____
North East quarter of South West quarter, of Section Twenty-
two, Township Forty-eight, North of Range Eight, West. ____
South East quarter of North West quarter, of Section Twenty-
two, Township Forty-eight, North of Range Eight, West. ____
North West quarter of North East quarter, of Section Twenty-
two, Township Forty-eight, North of Range Eight, West. ____
South East quarter of North East quarter, of Section
Fifteen, Township Forty-eight, North of Range Eight, West.
North West quarter of South West quarter, Section Fif-
teen, Township Forty-eight, North of Range Eight, West. ____
South West quarter of North West quarter, of Section
Fourteen, Township Forty-eight, North of Range Eight, West
North West quarter of North West quarter, of Section

Fourteen, Township Forty-eight, North of Range Eight, West. ____
North East quarter of North West quarter, of Section Fourteen,
Township Forty-eight, North of Range Eight, West. ____
South East quarter of South West quarter, of Section Eleven,
Township Forty-eight, North of Range Eight, West. ____
North East quarter of South West quarter, of Section Eleven
Township Forty-eight, North of Range Eight, West. ____
North West quarter of South East quarter, of Section Eleven,
Township Forty-eight, North of Range Eight, West. ____
South West quarter of North East quarter, of Section Eleven,
Township Forty-eight, North of Range Eight, West. ____
North West quarter of North East quarter, of Section Eleven
Township Forty-eight, North of Range Eight, West. ____
North East quarter of North East quarter, of Section Eleven,
Township Forty-eight, North of Range Eight, West. ____
South East quarter of North East quarter, of Section Eleven
Township Forty-eight, North of Range Eight, West. ____
North West quarter of North West quarter, of Section Twelve
Township Forty-eight, North of Range Eight, West. ____
South West quarter of South West quarter, of Section One,
Township Forty-eight, North of Range Eight, West. ____
North East quarter of South West quarter, of Section One,
Township Forty-eight, North of Range Eight, West. ____
North East quarter of South East quarter, of Section One, Town
ship Forty-eight, North of Range Eight, West. ____
North West quarter of South East quarter, of Section One, Town
ship Forty-eight, North of Range Eight, West. ____
South West quarter of North East quarter, of Section One
Township Forty-eight, north of Range Eight, West. ____
South East quarter of North East quarter, of Section One, Town
ship Forty-eight, North of Range Eight, West. ____
North West quarter of North West quarter, of Section Six-
teen, Township Forty-nine, North of Range Seven, West. ____
South West quarter of South East quarter, of Section Six-
teen, Township Forty-nine, North of Range Seven, West. ____
North West quarter of South East quarter, of Section

Thirty-one, Township Forty-nine, North of Range Seven, West. — South West quarter of North East quarter of Section Thirty-one Township Forty-nine North of Range Seven, West. — South East quarter of North East quarter of Section Thirty-one Township Forty-nine, North of Range Seven, West. — North East quarter of North East quarter of Section Thirty-one, Township Forty-nine, North of Range Seven, West. — North West quarter of North West quarter of Section Thirty-two, Township Forty-nine, North of Range Seven, West. — North East quarter of North West quarter of Section Thirty-two, Township Forty-nine, North of Range Seven West. — South East quarter of South West quarter of Section Twenty-nine, Township Forty-nine North of Range Seven, West. — North East quarter of South West quarter of Section Twenty-nine, Township Forty-nine, North of Range Seven, West. — South East quarter of North West quarter of Section Twenty-nine, Township Forty-nine North of Range Seven, West. — North East quarter of North West quarter of Section Twenty-nine, Township Forty-nine, North of Range Seven, West. — North West quarter of North East quarter of Section Twenty-nine Township Forty-nine North of Range Seven, West. — North East quarter of North East quarter of Section Twenty-nine, Township Forty-nine North of Range Seven, West. — Together with its railroad tracks, right of way, depot grounds rights, privileges, franchises, immunities, exemptions, meeting houses, rolling stock, furniture, tools, implements, appendages and appurtenances used in connection with such railroad in any manner whatever, belonging to the party of the first part or which may hereafter belong to it; —

To Have and To Hold the above described property, rights, franchises, unto the said party of the second part its successors and assigns forever. Provided Always that 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 to the said party of the second part its successors and assigns the sum of Twenty two Thousand Dollars ($22,000) according to the condition of one certain promissory note, of even date herewith executed by the said party of the first part to the said party of the second part then these presents and the said note shall cease and be null and void. —

And the said Washburn, Bayfield and Iron River Railway

Company does further covenant and agree that it will pay all taxes and assessments of every nature that may be assessed against it for or on account of the above described property, rights and franchises whatever. The same may become due and also will pay the sum of Five Hundred Dollars ($500) as solicitors fee in case of foreclosure of this mortgage by reason of the non-performance of any of the conditions hereto by the said party of the first part. And in case of the non-payment of the said sum of Twenty-Two Thousand Dollars ($22,000) or any part thereof at the time or times above limited for the payment thereof or in case of the non-payment of any taxes or assessments that may be assessed in the manner aforesaid, then and in either case it shall or be lawful for the said party of the second part, its successors or assigns, and the said party of the first part does hereby covenant and agree, and by these presents empower and authorize the said party of the second part, its successors or assigns to grant bargain, sell, release and convey the said property, rights and franchises at public auction or vendue and on such sale to make and execute to the purchaser or purchasers, his, her or their heirs and assigns forever, good, ample and sufficient deeds of conveyance in the law for that purpose, pursuant to the statute in such case made and provided, and out of the moneys received from such sale to retain the principal and interest which shall then be due on the said notes, together with the costs and charges, and the said sum of Five Hundred Dollars ($500) solicitors fee as aforesaid, rendering the surplus moneys if any there be to the said party of the first part its successors or assigns after deducting the cost of such sale as aforesaid. —

In Witness Whereof the party of the first part hereto has caused its corporate seal to be hereunto affixed, and these presents to be signed by its president and countersigned by its secretary the day and year first above written. —

Washburn, Bayfield and Iron River Railway Company
By Howard Burton
Vice President

countersigned
John A. Jacobs.
Secretary.

Corporate Seal.

In presence of } D. No. Sabin
C. D. Pike

State of Wisconsin } ss.
Bayfield County.

On This 16th day of November A. D. 1897, before me the undersigned, a Notary Public in and for said county of Bayfield Wisconsin, personally came Howard Benton, Vice Pres. ident and John A. Groebs, Secretary of the Washburn, Bayfield & Iron River Railway Company, to me personally known to be such president and such secretary and to be the identical persons who executed the foregoing instrument and whose names are thereto subscribed as such officers, and each being by me duly sworn did each for himself depose and say, The said Howard Benton that he is the Vice President of the Washburn, Bayfield & Iron River Railway Company, and the said John A. Groebs that he is the secretary of the said company; that the seal affixed to the said instrument is the corporate seal of the said corporation and that the said instrument was signed and sealed in behalf of said company by authority of its board of directors and each acknowledged said instrument to be the free act and deed of said corporation. ——

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

L. H. Hansen
Notary Public
Bayfield County
Wisconsin

(Notarial Seal)

State of Wisconsin } ss.
Department of State

Received This 24th day of Nov., A. D., 1897 at 2:00 P. M. and recorded in Vol 11 of R. R. Mortgages and Trust Deeds on pages 400 to 404.

H. E. Vandercook
Assistant Secretary of State

The Washburn and Superior Railway Company.
to
Andrew G. Evans.
Trust Deed of Further Assurance.

Whereas the Washburn, Bayfield and Western Railway Company, a corporation existing under the laws of the State of Wisconsin, executed and delivered to Andrew G. Evans, as Trustee, a deed of trust dated the first day of February 1890 and recorded in the office of the Secretary of the State of Wisconsin in the book of Railway Mortgages in Volume 9, commencing at page 525, upon the fourth day of March 1890; and ——

Whereas the name of said Railway Company has since been changed and its name is now the Washburn and Superior Railway Company; and ——

Whereas, at the time of the execution and delivery of said deed of trust, the railroad now owned and operated by the said Railway Company had not been fully built; and ——

Whereas said deed of trust provides, by Article 14 that the party of the first part to these presents, to-wit, the said Railway Company, now known by the name Washburn and Superior Railway Company, will execute and deliver a further deed or deeds, conveyance or conveyances, to the said Trustee, for more fully defining, designating and describing the location and extent of the several extensions of the railway intended to be covered by the said deed of trust and for more fully securing the payment of the indebtedness and bonds secured by said deed of trust, and particularly for the conveyance of any right, interest or property acquired by the said party of the first part subsequent to the date of said deed of trust and pertaining to the premises conveyed by said deed of trust; and ——

Whereas the party of the first part wishes to execute a further deed to comply with its agreement contained in said Article 14 to more fully define and designate and describe the property intended to be conveyed by said deed of trust to secure the payment of said indebtedness and bonds and also to reserve to itself the right to pay said bonds before maturity and to limit the amount of bonds that shall be issued under said deed of trust; ——

Now Therefore, in consideration of the premises and of the sum of One Dollar ($1.00) to it in hand paid by the said

Andrew J. Frame, as Trustee, described in said deed of trust, party of the second part. The said party of the first part has granted, bargained and sold by these presents does grant, bargain all and transfer unto the said Andrew J. Frame, party of the second part, as Trustee as aforesaid, all and singular the following described property, to-wit: all and singular the railway of the said party of the first part, with the road bed, right of way, bridges, depot grounds and fixtures as now located and constructed and described as follows, to-wit: ——

Commencing at its most easterly terminus, near Granville in the county of Milwaukee, Wisconsin, running thence westerly through Menomonee Falls and Sussex to its most westerly terminus, in North Lake in the county of Waukesha Wisconsin, including in the premises hereby conveyed all real estate and personal property owned by the party of the first part, its railways, ways and rights of way, road bed and grades, including its mainline above described and all spurs, side tracks, switches and branches and all depots, depot grounds and other lands, and all tracks bridges, viaducts, culverts, fences and other structures, and all depots, station houses, engine houses, wood houses and other buildings, and all machine shops and other shops, and tools machinery, wood, coal, fuel, oil and all other supplies and all other property whatsoever, both real and personal, pertaining to its said railway, including all locomotives, tenders, passenger, baggage, freight and other cars and all other rolling stock, and equipment of every kind and description, now owned by the party of the first part, or which may hereafter be purchased or acquired by the said party of the first part for the use and operation of its said railway. ——

Together with all and singular the rights, privileges and corporate franchises connected with or relating to said railway or to the construction, maintenance, use or operation of the same, whether now owned or constructed or hereafter to be acquired or constructed, with all and singular the tenements, hereditaments and appurtenances to the said premises belonging, and all the reversion and reversions, remainder and remainders, tolls, income, rents, issues and profits thereof, and also all the estate, right, title interest, property, claim, possession and demand whatsoever as well in law as in equity of the said party

of the first part which it now has or may hereafter acquire and in and to the same and every part thereof. ——

To Have and To Hold all and singular the above described and granted property, premises and appurtenances and every part thereof unto the said party of the second part and to its successors or successors, his and their only proper use, benefit and behoof forever.

But Trust Nevertheless, for the same purposes and upon the same terms and conditions as are set forth fully in the said deed of trust dated the first day of February 1890, the same as if all of said property had been originally described in said deed of trust dated the first day of February 1890, ——

Subject, nevertheless, to the following modifications made in said deed of trust and the bonds thereby described, that is to say:

First: The party of the first part is about to sell one hundred and sixty-eight (168) of the bonds secured by said deed of trust said bonds being numbered from one (1) to one hundred and sixty-eight (168), both inclusive, and for the sum of One Thousand Dollars ($1.000.00) each and has caused to be printed upon the back of said bonds, numbered from one (1) to one hundred and sixty-eight (168), both inclusive, the following clause, to-wit: ——

"This bond may be paid by the obligor at any time before maturity, provided said obligor shall give notice to the First National Bank of Milwaukee, Wisconsin, or to the holder of said bond, that the obligor elects to pay this bond. Such notice shall be in writing, shall name the time elected for payment and shall be delivered to said First National Bank of Milwaukee or to the holder of said bond at least thirty days prior to the time specified in said notice for such payment. If such notice shall be given and money paid according to notice, then this bond shall cease to draw interest after the time fixed in said notice for its payment. —

Since the making of this bond, the name of said obligor has been changed to that of the Milwaukee and Superior Railway Company and pursuant to the forgoing clause, printed on said bond as aforesaid, the party of the first part has and does hereby reserve unto itself the right to pay any one or more of said one hundred and sixty-eight (168) bonds before the maturity thereof according to the terms of said clause, endorsed thereon as aforesaid.

Second: It is understood and agreed that said one hundred and sixty-eight (168) bonds, numbered from one (1) to one hundred and sixty-eight (168) as aforesaid, now are and are to remain the first lien upon all the property, real and personal, rights

and franchises, created by said deed of trust dated the first day of February 1890 and by this trust deed of further assurance and the party of the first part covenants and agrees with said Trustee and with the person or persons who shall become the owner or owners of said one hundred and sixty eight (168) bonds, numbered as aforesaid, that until the whole of said one hundred and sixty eight (168) bonds, amounting to one hundred and sixty eight thousand dollars ($168,000.00) and numbered from one to one hundred and sixty eight (168) as aforesaid, shall have been fully paid, principal and interest, the party of the first part shall have no right to issue any additional bonds under the terms of said deed of trust dated the first day of February 1890; and it is further understood and agreed that the lien of said one hundred and sixty eight (168) bonds is and shall always be prior to that of the bonds directed to be issued by the party of the first part at the meetings of its stockholders and directors held upon the 14th day of July 1897.

In Witness Whereof the party of the first part has caused these presents to be signed by its president, countersigned by its secretary and its corporate seal to be hereunto affixed this nineteenth day of November 1897, pursuant to resolutions duly adopted by its stockholders and directors at meetings held upon the nineteenth day of November 1897, directing the execution of this further trust deed of assurance, and the party of the second part has hereunto affixed his hand and seal.

Midwaukee and Superior Railway Company
By Winfield Smith
President

Countersigned by:
Oliver B. Fuller
Secretary

Signed, sealed and delivered in presence of
b. F. Wenz
A. H. A. Wenz

Andrew J. Frame (Seal)
Trustee

Witnesses: A. J. F.
H. E. Blair
H. H. Frame.

State of Wisconsin } ss.
Milwaukee County }

Personally came before me this 30th day of November 1897, the above named Winfield Smith, president of the Midwaukee and Superior Railway Company, and the above named Oliver B. Fuller, secretary of said company, to me known to be such president and secretary and to be the persons who executed the foregoing instrument and acknowledged the same and they did certify that they executed said foregoing instrument and affixed the corporate seal of the corporation thereto by virtue of and pursuant to resolutions authorizing them so to do, duly passed at meetings of the stockholders and directors of the company.

Witness my hand and notarial seal this 30th day of November 1897.

b. F. Wenz
Notary Public
Milwaukee County, Wis.

State of Wisconsin } ss.
Winnebago County }

Personally came before me this 4th day of December 1897 the above named Andrew J. Frame, trustee, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Witness my hand and notarial seal this 4th day of December, 1897.

Henry E. Blair
Notary Public
Waukesha County, Wis.

State of Wisconsin } ss
Department of State }

Received this 9th day of December A.D. 1897 at 9:00 A.M., and recorded in Vol. 11 of R. R. Mortgages and Trust Deeds on pages 409 to 412

L. E. Vanderveer
Assistant Secretary of State

Milwaukee & Superior Railway Company

Mortgage

to

Milwaukee Trust Company

This Indenture, made This first day of October in The year eighteen hundred and ninety-seven, between The Milwaukee and Superior Railway Company, a corporation created under The laws of The State of Wisconsin, The principal place of business of which is in The city of Milwaukee, party of The first part, herein called The Mortgagor, and The Milwaukee Trust Company, a corporation also created under The laws of The State of Wisconsin, and doing business in The said city party of The second part, herein called The Trustee, Witnesseth:

Whereas, The Board of Directors of The mortgagor, with The approval of all The stock holders of The mortgagor has at a meeting duly held, authorized and directed The borrowing of money secured by The bonds and mortgage as herein after written, and whereas such bonds are to bear even date herewith, being Three hundred in number, for The sum of One Thousand Dollars each, due in twenty years from date bearing interest at The rate of five per cent per annum, payable semi-annually from The date hereof, according to forty coupons, of Twenty-five Dollars each, to be annexed to each of said bonds, and payable, principal and interest, in gold coin of The United States, at The office of The Milwaukee Trust Company aforesaid. The said bonds shall be payable to bearer, but any of such bonds may, at The request of The holder, be registered on The books of The Trustee, such registry being noted on such bonds, and thereafter such bonds shall only be transferred upon said books until They shall again be transferred to The bearer. And

Whereas The said bonds are substantially in The following form:

United States of America

State of Wisconsin

5% Gold Bond

First Mortgage

No.....

$1000.

Total Issue $300,000.

The Milwaukee and Superior Railway Company

A corporation organized and existing under The laws of The State of Wisconsin,

The satisfaction of this mortgage, recorded in Vol. 12 of Deeds on page 537.

Acknowledges itself indebted to The bearer or registered owner hereof in The sum of One Thousand Dollars, which it promises to pay in United States gold coin of The present Standard of weight and fineness, Twenty years from The date hereof at The office of The Milwaukee Trust Company, in The city of Milwaukee, Wisconsin with interest at The rate of five per centum per annum payable semi-annually in like gold coin on surrender of The annexed coupons Thereto as They severally mature. The payment of The principal and interest of This bond and of The others of like tenor and even date, not exceeding in all Three Hundred Thousand Dollars, and numbered from one to Three hundred inclusive, is secured by a mortgage or Deed of Trust of even date herewith, executed by said Milwaukee and Superior Railway Company to The Milwaukee Trust Company, a corporation under The laws of Wisconsin, Trustee for The holders of The said bonds, which shall be The first mortgage and paramount lien upon The entire railway and branches owned by The said Railway Company, now constructed and to be constructed, with The appurtenances, rights and franchises of every nature, and The lands and other property of said Railway Company now held and which may be hereafter acquired.

This bond shall pass by delivery, or by transfer on The books of The said Railway Company to be kept for That purpose at The office of The said Trustee in Milwaukee, but after such registration no such transfer, except on The said books shall be valid unless The last transfer be to bearer; and This bond shall continue subject to successive registrations and transfers to bearer at The option of The holder. The Railway Company may, at its discretion, require proof of The ownership of any such coupon before making payment, and The payment to The holder of any coupon shall in every case discharge The Railway Company. No bond secured by said Mortgage or Deed of Trust shall be of any force or effect unless authenticated by The execution of The certificate of The said Milwaukee Trust Company, thereon endorsed.

In Witness Whereof, The said Milwaukee and Superior Railway Company has caused its corporate seal to be hereunto affixed, and This bond to be signed by its President and countersigned by its Secretary, and The coupons of interest hereto attached to bear The engraved signature of

its Treasurer, this first day of October, 1894.

President.

Corporate Seal.

Countersigned.

Secretary.

(Coupon.)

$25.00

Coupon No.....

The Milwaukee & Superior Railway Company will pay to bearer on the first day of....., at the office of the Milwaukee Trust Company, in the city of Milwaukee, Twenty-five Dollars in gold coin of the United States, being six months interest then due on its first mortgage gold bond No.....

Treasurer.

The Trustee's certificate shall be as follows:

This bond is hereby certified to be one of the issue of bonds described in the mortgage therein referred to.

The Milwaukee Trust Company

By.....

Secretary.

Now Therefore in consideration of the premises and of One Dollar received by the Mortgagor from the Trustee, and in order to secure the payment of the principal and interest of all the bonds aforesaid, at any time outstanding, the said Mortgagor hereby grants, bargains, sells, mortgages and conveys to the Trustee and its successors and assigns, all the railway, including branches, spurs and sidings owned by the said Railway Company, now constructed and to be constructed from its terminus in the town of Hartford, County of Milwaukee, State of Wisconsin easterly to North Lake in the County of Waukesha, in said State, together with all the lands, right of way, appurtenances, franchises, rights of every nature thereunto belonging and all the bridges, tracks, viaducts, depots and other buildings; locomotives and tenders, cars, machinery and other rolling stock, tools, equipments and apparatus and other real and personal property of every name and nature, which it may now own or hereafter acquire; the company being the same formerly incorporated and known under the name of the Milwaukee, Hartford Falls and Western Railway Company, by which the railroad of this company was constructed from Hartford as aforesaid, through Hartford Falls, Lannon and Templeton to the village of Sussex; from which last named village the said railroad is now extended to North Lake aforesaid.

To Have And To Hold the estate and property above described, unto the said party of the second part, its successors and assigns, to its and their use forever.

But In Trust Nevertheless for the benefit of all holders of bonds duly issued under this Mortgage or Deed of Trust, and to secure the payment of the principal and interest thereon without preference; and it is agreed that the bonds aforesaid shall be delivered to the Trustee; and he shall certify and deliver on the order of the President or Board of Directors of the Mortgagor, all such bonds to the limit of the authorized issue; and he shall hold the said mortgaged property under the following conditions, to wit:

First: The Mortgagor shall pay when due the principal of the said bonds upon surrender of such bonds, and the interest upon surrender of such coupons as they mature, without deduction for any taxes or charges imposed upon such property, [illegible] such coupons shall then be cancelled as paid and shall be void on such payment.

Second: The Mortgagor shall have the possession, management, use and benefit of such mortgaged property, so long as there shall be no default in payment of principal and interest of such bonds, or in the performance of the covenants herein contained.

Third: The Mortgagor shall pay the taxes and lawful charges imposed upon the said mortgaged property when they shall become due, and shall not suffer any lien, superior to the lien of this mortgage, to be attached to such property. If it shall fail herein, the Trustee may, at its option, pay and discharge such taxes and charges and other lien, and the moneys paid by such Trustee shall be repaid by the Mortgagor on demand with interest, at the rate of eight per centum per annum, and the Mortgagor shall pay to such Trustee a reasonable compensation for such services and for all services performed by the Trustee in connection with this mortgage, for which amount, with interest, such Trustee shall have a lien upon all the said mortgaged property.

Fourth: In case of default for six months in the payment of interest on any of the said bonds, or in case of default at

anytime in the performance of any of the covenants herein contained the principal of said bonds together with all accrued interest on said, shall become due at the election and declaration of the Trustee or of the owners of the majority of the said bonds, and this mortgage shall be subject to foreclosure. In such case the Trustee, its successors and assigns shall have the right to take possession of the said mortgaged property and to operate the same, and out of the income thereof and from such other moneys as may come to its hands, to make necessary repairs replacements and improvements, and to pay all taxes, and other charges thereon, and any interest or principal of said bonds which may be in arrears; and to retain just and reasonable compensation for its services in the premises. Upon the execution whereof, and payment of such claims, the Trustee shall re-deliver the possession of said property to the Mortgagor, together with such moneys as shall then remain in its hands. Or in lieu of taking possession as aforesaid. _____

The Trustee or its successors shall be entitled to apply to any court of competent jurisdiction for the appointment of a Receiver of such mortgaged property and of the rents and income thereof, which Receiver shall be clothed with the usual powers of receivers in such cases according to the practice of the court. _____

Sixth: The Trustee may sell and convey the said mortgaged premises according to the provisions of the laws of the State of Wisconsin in such cases, or according to the judgment of such court having jurisdiction. Such sale shall be binding and bar as against the said Mortgagor, and its successors and assigns, and it shall be lawful for the said Trustee to bid in, purchase, and acquire said mortgaged property for the best price that may be obtained and for the benefit of all the holders of the said bonds. Out of the proceeds of such sale the Trustee shall pay the expenses of such sale and other proceedings including a proper compensation for the services of the Trustee, and shall then pay all taxes, assessments, and other lawful charges upon the said mortgaged property and thereafter the interest and principal due upon the bonds aforesaid, rendering the residue, if any there be, to the Mortgagor. _____

Seventh: The Trustee shall at all times during the continuance of this Trust have power to release, in its discretion, any portion of the lands, rolling stock machinery or other equipment which shall have become disused or useless, or which shall, in the judgment of the said Trustee be unnecessary or unfit for use in connection with said Railroad, upon such terms as its substitution or otherwise as the Trustee may think for the interest of the holders of said bonds, and it may consent to such changes in the location of any building or side track, or other structure, as in its judgment may be expedient, providing always, that any lands or property which shall be acquired for permanent use in substitution for any so released shall become subject to the lien of this mortgage. _____

Seventh: It is agreed that the Trustee, or that any Trustee succeeding the same, may resign the Trust hereby created by giving written notice to the Mortgagor of its intention not less than six months before such resignation become operative. Any vacancy occurring in the office of the Trustee, by resignation or otherwise, may be filled by appointment made by the Mortgagor and concurred in by the holders of the majority in amount of the bonds hereby secured, which appointment and concurrence shall be in writing, filed with the new Trustee and in duplicate with the Mortgagor. Whereupon the rights of the Trustee hereby created shall vest in the new Trustee so appointed and approved, and a certificate of such appointment shall be filed with the Secretary of State, in the State of Wisconsin. _____

Eighth: It shall not be obligatory upon the Trustee to record this mortgage, or to file the same in the office of the Secretary of State, or to inquire as to the payment of taxes or assessments, or to require such payment, or the payment of other liens or the performance of the covenants herein contained. The Trustee shall, on request, make entry upon the books of registry aforesaid, of the payment of any of the bonds hereby secured, and shall, on demand execute a release of this mortgage whenever all said bonds shall have been fully paid or otherwise satisfied. Whereupon the estate of the Trustee and its successors and assigns shall cease and determine, and this indenture shall become utterly void. _____

Ninth: The provisions of this mortgage shall bind the successors and assigns of the Mortgagor and of the Trustee.

Should any suit or other proceeding be brought against the Trustee (or any one else) by reason of any matter or thing connected with the trust hereby created, or by reason of its

wing such Trustee. It shall be under no obligation to enter any appearances by counsel, or in any way appear in and defend the said suit or other proceeding, until indemnified to its satisfaction for so doing; but it may nevertheless appear and defend same without indemnity if it shall elect so to do, and in such case it shall be compensated therefor from the trust fund.

In case at any time it shall be necessary and proper for the Trustee to make any investigation respecting any facts pertaining to taking or not taking any action, or doing or not doing anything as such Trustee, the certificate of the party of the first part under its corporate seal, attested by the signature of its president or vice-president and the affidavit of one or more directors, shall be conclusive evidence of such fact to protect the Trustee in any action that it may take by reason of the supposed existence of such fact. ———

It shall be no part of the duty of the party of the second part to record this indenture as a mortgage or conveyance of real estate, or to file the same as a chattel mortgage, or to renew such mortgage, or to procure any further, other, or additional instrument of further assurance, or to do any other act which may be suitable or proper to be done for the continuance of the lien of this indenture, or for giving notice of the existence of such lien, or for extending the lien, or for supplementing the lien sought to be effected by this indenture; nor shall it be any part of its duty to effect insurance against fire or other damage on any portion of the mortgaged property, or to renew any policies of insurance, or to keep itself informed or advised as to the payment of any taxes or assessments, but the party of the second part may, in its discretion, do any or all of the matters and things in this paragraph set forth or require the same to be done. ———

The Trustee shall only be responsible for reasonable diligence in the performance of the trust, and shall not be answerable in any case for the act or default of any agent, attorney, or employee selected with reasonable discretion.

The Trustee shall be entitled to be reimbursed for all proper outlays of any sort or nature by it incurred in the discharge of its trust; and to receive a reasonable and proper compensation for any service that it may at any time perform in the discharge of the same; and all such fees, commissions, compensations and disbursements shall constitute a lien on the mortgaged property superior

The party of the second part is not to be understood as making any representations as to the character, extent, or value of the property, real or personal, sought to be affected by this mortgage, nor as to the title thereto, neither the party of the second part, nor its agents, or officers purporting to have any knowledge in respect to any of such matters, and the description of said property as hereinbefore set forth, and any and all statements in respect to all the matters aforesaid having been furnished by the party of the first part or some person or persons purporting to act on behalf of the party of the first part. ———

All recitals, statements of fact, and representations herein contained are made on behalf of the party of the first part, and the party of the second part assumes no responsibility as to the correctness of any recital, statement, or representation herein contained. ———

In Witness Whereof the said party of the first part, has caused its corporate seal to be hereunto affixed, and this indenture to be attested by the signature of its President and Secretary, and the said party of the second part has hereunto appended its acceptance of the trust hereby created, causing such acceptance to be officially signed by its president.

Winfield Smith
President.

Countersigned
Oliver B. Fuller
Secretary.

Corporate Seal.

In presence of
L. E. Haug
A. M. A. Haug

Accepted by the Milwaukee Trust Company, party of the first part hereinabove mentioned ———

Carl H. Lamp
President.

Corporate Seal.

In presence of
C. O. Kannenberg
Chas. G. Arnold

State of Wisconsin } ss.
County of Oshkosh }

Be It Known that on the 23rd day of December A. D. 1897, before me, a Notary Public, in and for said county came Winfield Smith, President, and Oliver B. Fuller, Secretary, of the Oshkosh and Superior Railway Company and being by me duly sworn, do each say on oath that they are respectively the President and Secretary of the said company, and that they know the corporate seal of said company and that the same is affixed to the foregoing instrument by order of the said company, and that they have signed their respective names as President and Secretary and they acknowledge the execution of said instrument as the act of the said Oshkosh and Superior Railway Company.

And I certify that they are personally known to me to be the persons above described and who executed the said instrument.

Witness my hand and notarial seal on the day and year above written.

(Notarial Seal)

D. F. Wing.
Notary Public
Oshkosh County
Wisconsin

State of Wisconsin } ss.
County of Oshkosh }

Be It Remembered, that on the 24th day of December, 1897 before the undersigned, a Notary Public, in the above county, came Abel D. Kamp, to me known to be the person who subscribed as President of the Oshkosh Land Company, the foregoing acceptance, and acknowledged the execution thereof.

(Notarial Seal)

C. O. Kammerer
Notary Public
Oshkosh County
Wisconsin.

State of Wisconsin } ss.
Department of State }

Received this 28th day of December at 9 a.m. A. D. 1897, and recorded in Vol. 11 of R. R. Mortgages and Lease Deeds on pages 412 to 421

H. D. Vanderook, Asst. Sec. of State.

Brooks Locomotive Works of Dunkirk N.Y.
and
Receivers of Wisconsin Central Company.
Agreement Between.

Articles of Agreement made this 15th day of December, A. D. 1897, between The Brooks Locomotive Works of Dunkirk, New York, party of the first part, and Henry D. Whitcomb and Howard Harris as receivers of the railway and property of the Wisconsin Central Company, appointed such receivers by order entered September 27th, A. D. 1893, in a suit pending in the Circuit Court of the United States for the Eastern District of Wisconsin, wherein John C. Stewart and Edwin H. Abbot as trustees, are complainants, and the Wisconsin Central Company is defendant, parties of the second part: ———

Whereas The parties of the second part are now managing and operating, under orders of said court, the property and railway of said Wisconsin Central Company, and are desirous of purchasing for the benefit of said property and to be used in the proper operation thereof, ten (10) locomotive engines as hereinafter mentioned, and have had negotiations with the party of the first part for the purchase from it of said locomotives and have applied to the said court for authority as such receivers, to purchase the same from the party of the first part and have submitted to said court the contract hereinafter made, for its approval, and said court has in said suit entered an order approving and authorizing the same, attested copy whereof is hereto attached: ———

Now, Therefore, the said parties agree as follows:

First: The party of the first part, in consideration of the covenants and agreements of the parties of the second part hereinafter contained, agrees to sell to the parties of the second part six (6) freight locomotives and four (4) passenger locomotives to be built in conformity with the specifications therefor, attached to, and made part of, this contract, marked "Exhibit A". The said engines are to be delivered by the party of the first part during the month of February, A. D. 1898, upon the railroad lines of the parties of the second part, in the city of Chicago, Illinois, at the point where deliveries of freight cars are usually made to said parties of the second part by the Lake Shore and Michigan Southern Railroad Company. ———

Second: Said engines shall be marked and lettered

according to said specifications hereto attached marked "Exhibit E" and shall be numbered from two hundred twenty one (221) to two hundred Thirty (230) both numbers inclusive. There shall also be placed on each side of said engines an iron plate marked Brooks Locomotive Works, Owner, and the parties of the second part agree that the said plates shall be kept in such position until the terms of this agreement shall have been fully performed.

Third: The parties of the second part shall, at their own expense, reasonably furnish to the party of the first part, at its works at Dunkirk, New York, the Westinghouse Air Brake equipment usually furnished by that company, including the cylinders and reservoirs, to be used in the construction of said Ten (10) engines, as prescribed in said specifications, and when said air brake equipment is applied it shall become a part and parcel of said engines. All other material shall be furnished by the party of the first part at its own expense, and shall be of the highest class of its kind, and subject to the inspection and acceptance of the authorized agent of said parties of the second part.

Fourth: The parties of the second part agree to pay to the party of the first part for said locomotive engines the sum of one hundred eleven Thousand nine hundred twenty dollars ($111,920) as follows, to-wit: that less than ten (10) per centum of said purchase price shall be paid upon complete delivery of said locomotives as aforesaid. The balance of said purchase price shall be paid in twelve equal monthly installments, and each installment of said purchase price shall draw interest from the date of said complete delivery of said locomotives until the date of payment thereof at the rate of six (6) per centum per annum; Provided, However, that the second parties may anticipate payment of any or all of said installments, but in case of such anticipation shall pay said installments respectively together with interest at the rate aforesaid from said date of delivery of said locomotives to the day of payment.

All moneys due under this contract shall be payable at the principal office of said parties of the second part in Milwaukee, Wisconsin.

Fifth: The title and ownership of said locomotive engines are to remain in the party of the first part until the parties of the second part shall have fully performed all their agreements herein contained, and until said locomotive engines shall have been paid for in full.

Sixth: The parties of the second part agree to pay all taxes that may be assessed upon the said locomotive engines.

Seventh: If default shall be made by the parties of the second part in the payment of any of said installments of the purchase money as the same may become due, or in the performance of any of the agreements herein contained, and such default shall continue for thirty (30) days, the party of the first part shall have the right to reclaim and take possession of said locomotive engines, or any one or more of them, wherever the same may be, and remove them from the possession of the parties of the second part, or any person or corporation having possession of the same, and sell or otherwise dispose of the same as it shall think proper: and upon any such default continuing for said thirty (30) days, the parties of the second part agree, upon demand of the party of the first part, to deliver each and every of said engines to the party of the first part, in Chicago, Illinois free of all charges to the party of the first part.

Eighth: When all the payments required by this agreement shall have been fully made, said locomotive engines shall become the property of the parties of the second part without further transfer or conveyance.

In Witness Whereof the parties hereto have executed this agreement in triplicate the day and year first above written.

Brooks Locomotive Works.

(Seal)

By Gad'l D. Stivers

President.

Attest:

T. H. Hagemeyer.

Secretary.

D. Whitcomb (Seal)

Howard Morris (Seal)

Receivers of Wisconsin Central Company.

State of New York
County of Chautauqua } ss.

On this 21st day of December A.D. 1897, before me appeared Gadiel D. Stivers to me personally known, who being by me duly sworn, did say that he is the President of the Brooks Locomotive Works; that said

Brooks Locomotive Works is a corporation under the laws of the State of New York: That the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Frederick H. Stevens acknowledged said instrument to be the free act and deed of said corporation

Harry B. Sorgenstrong
Notary Public
Chautauqua County
New York.

(Seal)

State of Wisconsin } ss.
Milwaukee County }

I, Geo. W. Webster, a Notary Public in and for the state and county aforesaid, do hereby certify that on this 15th day of December A. D. 1897, personally appeared before me, Henry B. Whitcomb and Howard Morris, personally known to me to be the identical persons who signed the foregoing instrument, and acknowledged that they, as receivers as therein recited, executed said agreement as their free and voluntary act, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and affixed my notarial seal, this 15th day of December A.D. 1897.

Geo. W. Webster
Notary Public
Milwaukee County, Wisconsin

(Seal)

United States Circuit Court } ss.
Eastern District of Wisconsin }

John A. Stewart et al.
Plaintiffs
vs.
Wisconsin Central Company.
Defendants. } Equity

December 15th, 1897.

This day came on to be heard the petition of Henry B. Whitcomb and Howard Morris, Receivers having qualified the 10th day of December, A. D. 1897, praying for leave to enter into a contract with the Brooks Locomotive Works, of Dunkirk, New York, in respect to the purchase by said Receivers for the benefit of their trust estate of

six (6) freight locomotives and four (4) passenger locomotives: and the answers of Messrs. John A. Stewart and Edwin D. Abbot, Trustees, as plaintiffs, and the Wisconsin Central Company, as defendants thereto. The Court being now fully advised in the premises, and after hearing counsel, it is, upon motion of Howard Morris, counsel for said Receivers, now hereby

Ordered, Adjudged and Decreed, as follows:

First: Henry B. Whitcomb and Howard Morris, as Receivers of the Wisconsin Central Company, are hereby authorized and directed to execute and deliver the contract between them as such Receivers of the Wisconsin Central Company, and the Brooks Locomotive Works, to be dated even date herewith, in the form annexed to this order, marked "Exhibit A"; upon condition however, that said Brooks Locomotive Works shall, upon its part, sign and execute and deliver said contract to said Receivers.

Second: The reservation of such a lien by and in behalf of said Brooks Locomotive Works upon the said ten (10) locomotive engines, in and by said contract provided to be sold, furnished and delivered to the Receivers as aforesaid, is hereby ratified, confirmed and approved.

Third: Said Receivers are hereby authorized and directed, from and out of moneys currently received by them from time to time, and without further order, to make the payments mentioned and provided to be by them made in said contract, as the same mature: Subject, however, to the payments which have been heretofore ordered by this Court to be made by said Receivers out of the trust estate in their possession, and the income thereof.

(Signed) James G. Jenkins
United States Circuit Judge

Exhibit A.

Wisconsin Central Company.
Wisconsin Central Railroad Co.
H. F. Whitcomb Howard Morris Receivers.

Specification
of
Ten Wheel Express Passenger
and
Freight Locomotives

[redacted]

U.S.

Brooks Locomotive Works is a corporation under the laws of the State of New York: That the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Frederick H. Stevens acknowledged said instrument to be the free act and deed of said corporation

Harry S. Longenberg
Notary Public
Chautauqua County
New York.

(Seal)

State of Wisconsin } ss.
Milwaukee County }

I, Geo. W. Webster, a Notary Public in and for the State and county aforesaid, do hereby certify that on this 15th day of December A. D. 1897, personally appeared before me, Henry S. Whitcomb and Howard Morris, personally known to me to be the identical persons who signed the foregoing instrument, and acknowledged that they, as receivers as therein recited, executed said agreement as their free and voluntary act, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and affixed my notarial seal, this 15th day of December A.D. 1897.

Geo. W. Webster
Notary Public
Milwaukee County, Wisconsin

(Seal)

United States Circuit Court } ss.
Eastern District of Wisconsin }

John A. Stewart et al.
Plaintiffs
vs.
Wisconsin Central Company.
Defendants. } Equity

December 15th, 1897.

This day came on to be heard the petition of Henry S. Whitcomb and Howard Morris, Receivers herein verified the 10th day of December, A. D. 1897, praying for leave to enter into a contract with the Brooks Locomotive Works, of Dunkirk, New York, in respect to the purchase by said Receivers for the benefit of their trust estate of six (6) freight locomotives and four (4) passenger locomotives; and the owners of Novers, John A. Stewart and Edwin D. Abbot, Executors as plaintiffs, and The Wisconsin Central Company, as defendants thereto. The Court being now fully advised in the premises, and after hearing counsel, it is, upon motion of Howard Morris, Counsel for said Receivers, now hereby

Ordered, Adjudged and Decreed, as follows:

First: Henry S. Whitcomb and Howard Morris, as Receivers of The Wisconsin Central Company, are hereby authorized and directed to execute and deliver the contract between them as such Receivers of The Wisconsin Central Company, and The Brooks Locomotive Works, to be dated even date herewith, in the form annexed to this order, marked "Exhibit A"; upon condition however, That said Brooks Locomotive Works shall, upon its part, sign and execute and deliver said contract to said Receivers.

Second: The reservation of priority in favor and in behalf of said Brooks Locomotive Works upon the said ten (10) locomotive engines, in and by said contract provided to be sold, furnished and delivered to the Receivers as aforesaid, is hereby ratified, confirmed and approved.

Third: Said Receivers are hereby authorized and directed, pay and out of moneys currently received by them from time to time, and without further order, to make the payments mentioned and provided to be by them made in said contract, as the same mature: Subject, however, to the payments which have been heretofore ordered by this Court to be made by said Receivers out of the trust estate in their possession, and the income thereof.

(Signed) James B. Jenkins
United States Circuit Judge.

Exhibit A.

Wisconsin Central Company.
Wisconsin Central Railroad Co.
H. F. Whitcomb & Howard Morris Receivers.

Specification
of
Ten Wheel Express Passenger
and
Freight Locomotives.
Specification
Of Ten Wheel Express Passenger and Freight Locomotives.

General Descriptive.

Gauge	4' 8½"
Kind of fuel	Bituminous coal.
Weight on drivers	115.000 lbs.
Weight on truck wheels	33.000 lbs.
Weight total	148.000 lbs.
Weight, Tender loaded	78.000 lbs.
Wheel base, total of engine	24' 9" (J. P. Rapp 12/14/97)
Wheel base, driving	14' 6"
Wheel base, total engine and tender	52' 6"
Height of stack above rails	15' 0"
Drivers, number	6
Drivers, diameter	69" and 63"
Truck wheels, diameter	33"
Cylinders, diameter	19" and 20"
Piston, stroke	26"
Boiler, Type	Belpaire, extended wagon top
Boiler, diameter	66"
Working pressure	200 lbs.
Fire Box, length	113"
Fire Box, width	42"
Tubes, diameter	2"
Heating surface, total	
Tank capacity, water	4500 Gals.
Tank capacity, coal	8 tons
Truck, type	all metal
Height of tank funnel	9' 0"

Detailed Specification

Boiler

66 Diameter improved Belpaire conical connection wagon top type, of homogeneous, Park Bros. best grade (Letter from J. McL. Naughton 12/24/97) boiler steel of approved manufacture well designed, having an ample factor of safety to carry the working pressure of 200 lbs. per square inch

Dome placed on conical connection.

Fire Box

Park Bros best grade (Letter from J. McL Naughton 12/24/97) On top of the frames, sloping type, 113 inches long 41⅜ inches wide inside of sheets. water space 3½ inches sides and back and 4 inches front.

Stay bolts, iron of approved manufacture Brown (J. McL Naughton 1/3/98) 1 inch diameter, with 3/16 inch hole drilled 1¼ inch deep from the outside (J. McL Naughton 12/18/97)

Hand ring 3½ x 3½, double riveted automatic blow off cock in front of fire box leg. R. R. to (memo. J. McNaughton 12/27/97) to furnish 1½ Ashton, blow off cock. Viz to apply according to proposition (memo. J. P. to R. J. 12/18/97)

Tubes.

To be made of Knobbled hammered charcoal iron, Brooks Brand (J. P. to R. J. 12/14/97) by Lyncoln Tube Co., and lap welded, No. 12 B.W.G., 2 inches outside diameter, set with copper ferrules and headed on both ends.

Brick Arch

Carried on arch pipes 3 inches outside diameter

Clearing Holes.

Washout plugs in corners and sides of fire box, above crown sheet and in front flue sheet. Corner fire box plugs to be reinforced by flanging the sheet outward and tapping the interior of the flange to receive the plugs.

Safety Valves.

Two 3½", Crosby locomotive pop safety valves of sufficient capacity to relieve the boiler promptly, set at 200 and 203 lbs. (memo. J. P. to R. J. 12/15/97)

Smoke Box.

With extension front fitted with netting deflector and cinder valve as required. front end ring and door pressed steel with brass shield number plate

Stack

Smoke stack, steel taper pattern.

Grates.

Rocking, suitable for the fuel.

Ash Pan

Slide bottom. Sides 3/16 inch and bottom No. 6 Tank steel; 3 inch angle iron at the top and 2 inch angle iron on the bottom corners.

Frames.

Of hammered iron forged down for fire box. Main frames forged solid and planed the full length. Front frame securely fastened to main frames and in the most approved manner. Deck plate or drop casting of steel. Pedestal tie bars as required.

Engine Truck.

Engine Truck.

To have swivelling and swing centre. Frame of wrought iron, pedestals cast iron. Four 33 inches diameter Pattern No. 1 steel tired wheels, open (memo. J. McL to D. R. 12/22/97) tire 2⅝" thick, 72 inches between tires. Axles of hammered iron

with journals 5 1/2 inches diameter by 12 inches long; journal bearings to be approved. Steel Springs of cast steel of approved manufacture hung on equalizing beams. (Memo Pres. to D.R. 12/16/97)

Machinery

Cylinders.

Placed horizontally. 19 inches and 20 inches diameter, 26 inches stroke. The cylinders for both engines to be cast from the same pattern, the only difference being in the diameter of the bore. Back cylinder heads of cast steel.

Pistons

Of cast steel fitted with the most approved pattern of cast iron steam packing. Piston rods of Swedish iron securely fastened to pistons and fitted with metallic packing of approved manufacture. Jerome (Memo G. P. to R. G. S. 12/15/97.)

Valves.

Allegator type, secured in the most approved manner

Cross Heads

Of cast steel with heavy brass gibs, riveted solid to cross head.

Valve Motion

Approved shifting link style, graduated to cut off equally at all points of the stroke. Piston Valve (Memo. P. G. to D. R. 12/16/97) fitted with Jerome (Memo G. P. to R. G. S. 12/15/97) metallic packing. Eccentrics on passenger engines fitted with bronze straps (Ajax (Memo. G. P. to R. G. S. 12/15/97)

Driving Wheels

Six in number 69 inches and 63 inches outside diameter, centers of cast steel 62 inches and 56 inches diameter. cast solid. Brass bush liner on all driving wheels.

Tires.

Knurled crucible steel 3 1/2 inches thick when finished front and back tires flanged 5 1/2 inches wide; main tire plain 6 1/2 inches wide,

Driving Axles.

Of Swedish iron free from flaws, sand cracks &c. Journal diameters 5 1/2 inches front and back, 9 inches main, by 11 inches long.

Driving Boxes.

Of cast steel fitted with heavy Ajax metal bearings of suitable composition for running coal on iron axles.

Crank Pins. Swedish iron

Springs and Riggings. (Memo R. G. S. to D. R. 12/16/97)

Bands, springs of cast steel of approved manufacture, tempered in oil, rigging of good design.

Rods.

Connecting rods I section hammered iron fitted with straps, keys and brasses. Coupling rods hammered iron with straps, keys and brasses on middle connection and solid ends and bushings on front and back pins.

Lubrication

All bearings fitted with facilities for proper lubrication. Cylinders and air pumps oiled from cab by combination improved sight feed lubricator, Nathan Special Improved with circulating valve attachment with high pressure attachment. Oil conducted to cylinders through copper pipes under the jackets; pipes proved to 300 lbs. pressure. Pedrick & Ayer red oil guide oil cups (Memo P. G. S. to D. R. 12/27/97.)

Feed Water

Supplied by two injectors of suitable capacity, make and design to be approved. New Monitor of 1897 type R. (D. R. 12/27/97.) (Memo J. M. H. to

Cab.

Cab.

Roof similar to Engine "Roanoke" Windows and door openings all arched (Memo G. P. to R. G. S. 12/15/97) substantially built of well seasoned ash or spruce, well finished and securely braced to boiler and running boards. Window opening for fireman only with solid flush panel in front (Memo. G. P. to R. G. S. 12/15/97)

Pilot and Bumper

Pilot.

Short pilot made of well seasoned oak, strongly braced with iron and fitted for standard M. C. B. freight couplers.

Bumper

Front end of engine and rear of tender provided with heavy oak bumper cased with iron.

Tender

Tender and Trucks.

Steel tender frame bumage new section (Memo G. P. to R. G. S. 12/15/97) 10" channel. Two four wheel all metal trucks complete with American extra heavy (Memo. R. G. S. to D. R. Dec. 27/97) metal brake beams of approved make. with standard Christie head and shoe (Memo. R. G. S. to D. R. Dec. 27/97) Side bearing on rear truck; Elliptic cast steel Bands (Memo. R. G. S. to D. R. 12/16/97) springs. Wheels 33" diameter. Tank No 1 steel open hearth 2 3/8" thick (Memo. J. M. H. to D. R. 12/22/97) Tired wheels for passenger engines, 650 lbs. cast iron plate, (Memo G. P. H. to R. G. S. 12/15/97) wheels for freight engines. Tank 4500 gallons capacity, well braced and provided with the necessary splashers. Large coal space with round sloping back.

(Memo J. M. to D. R. 12/24/97)

Couplers.

Freight engines to have Standard No. 6. B. freight couplers front and back.

Passenger engines to be similarly equipped in front and to have combination Miller hook with suitable buffer in rear. Substantial wrought iron draw bar and safety chains between engine and tender, with suitable chafing plates and spring buffer on Tender.

Finish.

Boiler lagged with Magnesia sectional covering Monarch brand, jacketed with planished iron secured with planished iron bands. Dome and cylinders lagged with Magnesia sectional covering Monarch brand jacketed with sheet iron painted.

Painting

Engine and Tender to be well painted with one coat of good primer. Three coats of filler and two coats of Lamp black, varnished with two coats of Engine finishing varnish. Filler to be thoroughly rubbed down with rubbing stone before applying the black.

Inside of the cab to be painted Chrome green and varnished one coat. Lettered and numbered as required by R. R. Co.

Miscellaneous.

Running Boards. Tools &c.

Engines to be furnished with running plates made of steel extending from cab to smoke box, hand rails through which air pipes to be carried to front of engine, complete set of tools consisting of two jack screws, pinch bar, hand & sledge hammers; monkey, packing, spanner, socket and flat wrenches packing hooks, chisel, pail, broom, coal pick, ash hoe, slash bar, scoop shovel, wrecking frog and tool boxes, saw, axe and hoe; bell with Ballmar, alternating ringer, chime, 13 & 16 inch chime, whistle Crosby (visible), steam gauge, water glass and fixtures, gauge cocks, steam and water gauge lamps. One 15" duplex round headlight with side numbers, bracket and shelf for headlight bolted to smoke box. Oil and tallow cans, brush and brush holders, time table holders, cab seats, cab gong, are not &c. One sand box with double pipes, Leach's pneumatic sander on all pipes, Sand box valve, cylinder cocks and blower valve operated from cab.

Bolts and nuts must conform to U. S. standard and such other recognized standards as can (will) be used, also Railroad Company's standards as may be designated.

This specification anticipates an engine finished and complete in every detail ready for service when delivered as per contract.

The Builders will call the attention of the Receivers in writing to any deficiency in the specifications or drawings which form a part of same and which may be discovered by them.

It is further agreed that no variation from this specification will be permitted except as mutually agreed between the parties at interest.

The material and workmanship used in the construction of engines covered by this specification must be the best each of its kind, free from defects of any nature; the engines as a whole to be symetrical and attractive in outline, combining in their construction the latest features of design, and guaranteed to meet the advanced requirements of the service for which they are intended.

If after the delivery of the engines it should be discovered that any of the material used in their construction was not strictly in accordance with this specification, the Locomotive Builder will replace such material with the kind specified free of cost to the receivers, and the Builders further agree that in the event of their failure from any cause to make such replacements upon notification to do so, The Receivers may furnish such material and labor that may be necessary to make the engines conform strictly to this specification and charge the cost thereof to the Builders.

The receivers shall furnish and deliver to the Locomotive Builders at their works at their own expense, the following articles appurtenant to the Air Brakes and Signal apparatus:

For All Engines

Westinghouse Schedule A. 1 with 9½" pumps, 26½" x 41" main reservoir, 14" x 33" auxiliary, No. 15 D. driver brake cylinders.

Westinghouse Schedule B. 1 tender brake equipment with No. 9 D [Memo. by G. P. 12/13/97] cylinder.

American Brake Company's driver brake fixtures, Schedule No. 16.

For Passenger Engines

Engine tender brake equipment consisting of Westinghouse Air Brake Company's Schedule D. 2. American Brake Company's

Schedule W. D. _____

Train signal apparatus Westinghouse Schedule G. _____

Each every and all other articles, materials and labor, including the labor incident to the application of air brake and signal apparatus above mentioned, shall be furnished and performed by the Locomotive Builders at their own expense and the latter shall indemnify the Receivers and their successors in estate against all cost demands, liability and expense growing out of the use and employment of any patented article or device on the locomotives covered hereby other than the air brake and signal apparatus. _____

Steam heat Fittings furnished by Co. to be applied by C. & N. W. } memo G. Hand R. G. Ls. 12/18/97 }. _____

State of Wisconsin } ss.
Department of State }

Received this 21st day of January A. D. 1898 and recorded in Vol. 11 of R. R. Mortgages and Joint Deeds on pages 421 to 433. _____

L. E. Vanderwalk
Assistant Secretary of State

Washburn, Bayfield and Iron River
Railway Company.
and
Missouri Car and Foundry Company. (Lease between)

This Agreement Made at the City of St. Louis, Missouri, this 24th day of February, 1898, between the Missouri Car and Foundry Company, a corporation organized under the laws of Missouri, having its office at the City of St. Louis, in said State, hereinafter called the lessor, and the Washburn, Bayfield and Iron River Railway Co., a corporation organized under the laws of the State of Wisconsin, and having its chief office and place of business at the City of Washburn, State of Wisconsin, hereinafter called the lessee. _____

Witnesseth: That the said lessor agrees to lease to the said lessee, and said lessee agrees to hire from said lessor, the following railroad equipment and rolling stock, to be furnished by said lessor, subject to inspection and approval by said lessee or its authorized agent in said City of St. Louis or East St. Louis, Ill., to-wit:- (30) Thirty coal cars to be lettered with the name or initials of the lessee and numbered from 100 to 159 (odd numbers only) inclusive. _____

The said thirty coal cars are to be delivered to said lessee in said City of St. Louis, Missouri or East St. Louis, Ill., at once; said renting and hiring to be in respect to each of said cars for the period of twenty-seven months from March 15th 1898, subject, however, to the provisions and conditions hereinafter contained. —

An Inspector shall sign a certificate that the said cars have been inspected and have been accepted by him, and said inspector's certificate shall be final and conclusive evidence that said cars are in accordance with this contract.

The rental of said cars to be paid by said lessee to said lessor shall be as follows, to-wit: _____

A cash payment of twenty five ($25.00.) dollars per car upon the delivery thereof to the said lessee or its authorized agent, said cash payment to be made by a sight draft made by said lessor upon A. L. Frost and Co., Chicago, Ill., upon deliveries of said cars; and in addition to said cash payment, and after a final delivery of all of said cars in accordance with the terms of this contract, the said lessee agrees to execute and deliver to said lessor its 27 lease warrants, dated March 15. 98. Three for the sum of ($15.00.) each, payable one each on the 15th day of April, May and June 1898 respectively, with interest at rate

of six per cent per annum from date; and one for the sum of $195.00 due July 1st 1895; and twenty-three for the sum of $153.00 each payable one each month commencing August 1st 1895 and thereafter on the 1st of each month until all have been paid; the total sum of said lease warrants being Five Thousand, Two Hundred and Eighty one and 60/100 ($4281.60) dollars. _____.

Each of said lease warrants shall be drawn in the following form, to-wit: _____

$..... ..... 189....

On the ..... day of ....., 189... the ....., for value received, promises to pay to its own order ..... dollars for the rental of ..... cars, under contract of lease with the Missouri Car and Foundry Company of February 24th, 1895, payable at the office of A. L. Ford and Co. of the City of Chicago, State of Illinois.

Hazelhurst, Mayfield and Gulf River Ry Co.

By .....

Dto. ..... Due ..... 189....

The possession of the rolling stock and equipment aforesaid, or any part thereof, by the lessee or its assigns, under this agreement, is not to be considered, claimed, or held to be evidence of ownership in said lessee; but, on the contrary it is hereby expressly stipulated and agreed that the title to, and ownership in said property, is to remain in the lessor, its successors or assigns, until all of the payments herein provided for have been made. _____

In case default is made in any one or more of the payments herein provided to be made by said lessee, after the day on which the same falls due hereunder, the said lessee, its successors or assigns, hereby agrees, upon demand therefor by said lessor, to deliver all or any of said cars, so demanded by said lessor, to said lessor, at its (said lessee's) own expense, to such point or places as said lessor may direct, on the river thereof, and the said lessor, its successors or assigns, shall have the right, at its option by its agents employees or attorneys, to take immediate and exclusive possession of, and remove any or all of its said cars which may have been delivered to said lessee under this agreement and for that purpose may pursue the same, or any part thereof, wherever they may be found, and may for that purpose enter upon the road or premises of said lessee, said lessee agreeing to furnish to the lessor all facilities and assistance in the recovery of said cars which the said lessor may require; and shall have the right to sell the same at public or private sale, without notice to said lessee, its successors or assigns, in one or more lots and at one or more places, and on such times as the said lessor may deem advisable; and the said lessor shall have the right to become a purchaser of said cars at any such public or private sale, and the proceeds of such sale shall be applied as follows:

First. To the payment of the costs and expenses of the recovery, transportation, custody and disposition of said cars and all charges incident thereto.

Second. To pay any balance that may be due and owing upon said lease warrants, or any one of them, it being agreed that in case default is made in the payment of any one of said lease warrants, all of said lease warrants shall become due and payable, whether due and payable on their face or not.

Third. If the proceeds of such sale or sales shall be more than sufficient to pay said lease warrants with interest and also said costs and expenses, then the surplus shall be paid to said lessee, but if there should be any deficit, then said lessee should be liable to pay said deficit on demand. _____

The said lessee also agrees to keep the said cars insured for the sum of $1000.00 per car, free of expense to the lessor, for the benefit of the said lessor, to the extent of its interest in said cars; and said lessee agrees to assign the policies of insurance on said cars to the said lessor until all the conditions of this contract are complied with. And it is agreed that in the event of the destruction in whole or in part of any of said cars under this contract, a pro rata part of the insurance collected on account of such loss or damage by fire shall be used and applied to pay for repairing or rebuilding said cars as damaged or destroyed, after such cars shall have been rebuilt or repaired. _____

The lessee further agrees to keep said cars in good order and repair, subject to the inspection and approval of the said lessor, and to pay all taxes becoming due thereon; and in the event of any of the said cars being destroyed, the lessee hereby agrees to replace the same without expense to the lessor and any failure to so repair said cars, or to pay said taxes or to replace cars destroyed, shall entitle said lessor to take immediate possession of all of said cars and sell the same in the same manner as is hereinbefore provided in case

of default in payment of any of said lease warrants.

Car plates shall be securely fastened to each side of the cars herein mentioned, by said lessor, with the name of the lessor thereon, followed by either the word "owner" or lessor as shall be required to conform to the requirements of law, and for the purpose of marking the ownership publicly, and said plates shall be maintained thereon by the lessee until all of the conditions of this contract have been fulfilled.

In case such plates shall be removed or destroyed, the lessee agrees to immediately replace or replace the same, and to do such other and further acts and things as the lessor shall deem necessary and requisite for the full and complete protection of the rights of said lessor as owner of said cars.

The lessee agrees not to place upon, or suffer to be placed upon said cars, or any of them, any marks, signs or words which shall declare the title to, or ownership of said cars in any person, firm or corporation other than the lessor, it is mutually covenanted and agreed between the parties hereto, their successors and assigns, (See margin) that in case hereafter this agreement or any of said lease warrants, shall be transferred or assigned by the lessor, and the latter, for any reason, the lessee shall be unable to pay, or shall neglect to pay the whole or any part of any of the lease warrants hereinbefore referred to, and the lessor, its successors or assigns, shall take up, acquire or pay any of said lease warrants, or any part thereof, then and in that case the lease warrants so taken up, acquired or paid shall not be considered as having been paid by the said lessee, and the said lessor, its successors or assigns, who may have taken up, acquired or paid the said lease warrants, or any part thereof, shall, as holders of the said lease warrants, have each and all of the rights thereunder, and as and to the security of this agreement of lease pro rata, with the total amount due thereunder that the holders thereof, from whom the said warrants may have been taken up or acquired or to whom payment may have been made by the said lessor, its successors or assigns, would have had.

The lessee agrees to pay all license, licenses and charges of every kind whatsoever that may be levied, assessed or become payable on said cars, and to reimburse the said lessor, its successors or assigns, for any expense that may be by it incurred, attending the execution, acknowledgment, filing or recording of this agreement, as required by law.

The said lessee covenants and agrees to perform the agreements and undertakings in it to be wholly contained herein and to repay promptly said rents and every lease warrant to be given by it hereunder.

After the lessee shall have faithfully performed all the stipulations, terms and conditions of this agreement, and paid said lease warrants as they may mature, in the manner and form as herein provided, without default, then the lessor shall, upon the payment to it, its successors or assigns, by the said lessee, of the sum of one dollar ($1.00) sell and by proper bill of sale convey said rolling stock and equipment to said lessee.

The said lessor, its successors or assigns, shall have full power and authority to pledge or assign the whole or any portion of the said lease warrants that may be acquired under this agreement, and said warrants when so pledged or assigned, shall still be entitled to all the provisions of this agreement, and also to assign or pledge this agreement and all the rights, powers and remedies hereunder, from time to time, and on such terms and conditions as they may deem proper.

In case the lessor, its successors or assigns, shall at any time, assign the said railroad equipment, and this agreement of lease, then it shall be and become a contract between the assignee and the lessee, and the assignee shall have and possess all the property, rights, powers and remedies which are now held under, possessed by, or belong to the lessor, and with the same effect as though this contract had been originally made by and between the assignee and the lessee.

The said lessee further agrees to and with the said lessor, that in case of any default on its part to comply with any of the terms of this agreement, that then, and in such case, all of the mileage earnings of the cars mentioned in this contract which at the date of such default may be due to said lessee, or which shall thereafter become due to said lessee for mileage earnings of said cars, shall be and become payable to the lessor herein, or its successors or assigns, and shall be applied to the payment of installments of rent then due and payable, or thereafter becoming due and payable under the

terms of this contract; and said lessee further agrees, that it will forthwith upon such default being made, notify the proper parties to pay over such earnings to the said lessor, its successors or assigns, but such notice shall not be necessary to be given in order to enable the lessor, its successors or assigns, to collect or retain such earnings in case such default is made. _____

It is further agreed between the parties hereto, this agreement shall be binding upon the parties hereto and their respective successors and assigns. _____

In Witness Whereof, the Missouri Iron and Foundry Company, and the Washburn, Bayfield and Iron River Railway Company have caused these presents to be executed in triplicate by their respective duly authorized officers, and their corporate seals, duly attested, to be hereunto affixed. _____

Missouri Iron and Foundry Company
By W. K. Bixby
Vice President and Act. President

Corporate Seal

Attest: W. L. Hazard
Asst. Secretary

Washburn, Bayfield and Iron River Ry. Co.
By Howard Benton
Vice and Acting President

Corporate Seal

_____

State of Missouri } ss.
City of St. Louis }

_____ On this 25th day of February A.D. 1898 before me appeared W. K. Bixby, to me personally known, who being by me duly sworn, did say, that he is Vice-President and Acting President of Missouri Iron and Foundry Company, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said W. K. Bixby acknowledged said instrument to be the free act and deed of said corporation. _____

Witness my hand and official seal, the date aforesaid

D. A. Bixby
Notary Public
City of St. Louis, Mo.

Notarial Seal

My term ends August 11th, 1900

State of Wisconsin } ss.
County of Bayfield }

_____ On this 7th day of March, A. D. 1898, before me appeared Howard Benton, to me personally known who being by me duly sworn, did say that he is the Vice and Acting President of the Washburn, Bayfield and Iron River Railway Company _____

And also on the 7th day of March, A. D. 1898, before me appeared John A. Jacobs, to me personally known, who being by me duly sworn, did say that he is the Secretary of the said Washburn, Bayfield and Iron River Railway Company. _____

And both of said persons did on oath further say that the seal affixed to the foregoing instrument is the corporate seal of the Washburn, Bayfield and Iron River Railway Company and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said Howard Benton and John A. Jacobs, severally acknowledged said instrument to be the free act and deed of said corporation _____

L. M. Hanson
Notary Public
Bayfield County
Wisconsin

Notarial Seal

Term ends July 29th, 1899.

State of Wisconsin } ss.
Department of State }

_____ Received this 9th day of March A. D. 1898 at 9:00 A.M. and recorded in Vol. 11 of R. R. Mortgages and Trust Deeds on pages 433 to 440 _____

S. E. Vandrewelz
Assistant Secretary of State.

The Duluth & Winnipeg Terminal Company

Deed of Conveyance

from

Harry S. Butler as Commissioner

to

John W. Sterling, John A. Garner and George H. Shmeh.

Know All Men By These Presents. That, Whereas, the Duluth and Winnipeg Terminal Company, a corporation created and organized under and by virtue of the laws of the State of West Virginia, was duly authorized to issue its bonds and secure the same by indenture of mortgage or deed of trust upon all and singular its real estate, together with all of its docks wharves, elevators, warehouses, or other buildings, and its terminal tracks, railroads, rights-of-way, side tracks and terminal improvements, together with any other property it owned at the time of the making of said mortgage or deed of trust, or might thereafter acquire, including its franchise, a more particular description of which said property is hereinafter made, and also contained in the decree herein referred to; and

Whereas, said Duluth & Winnipeg Terminal Company for the purposes authorized by the laws of the State of West Virginia, did duly execute and deliver to the Safe Deposit & Trust Company of Baltimore, a corporation duly created, organized and existing under and by virtue of the laws of the State of Maryland, its certain mortgage or deed of trust dated the first day of July, A. D., 1892, to secure an issue of its bonds which were outstanding on the fifth day of April A. D. 1897, the date of the making and entry of the Final Decree mentioned herein; which mortgage or deed of trust was duly filed and recorded in the office of the Register of Deeds in and for the county of Douglas and State of Wisconsin where said property is located;

Whereas, said Duluth & Winnipeg Terminal Company having made default in the payment of the interest which became due on the bonds secured by said mortgage or deed of trust, and the principal of said bonds having been duly declared due and payable in accordance with the provisions of said mortgage or deed of trust, such proceedings were had in an action duly brought in the District Court of the United States, for the Western District of Wisconsin, wherein the said Safe Deposit

and Trust Company of Baltimore was complainant, and the said Duluth & Winnipeg Terminal Company and Peter White were Defendants, that a certain Decree of Foreclosure and Sale was, on the fifth day of April, A. D. 1897, duly made and entered in said court, wherein and whereby it was duly adjudged and decreed that said Duluth and Winnipeg Terminal Company pay, or cause to be paid, within ten days after the making and entry of said decree certain amounts therein found to be due under the said mortgage or deed of trust, and that in default of such payment by said Duluth & Winnipeg Terminal Company, or by any one claiming under it, all the mortgaged premises, property and franchises of said Duluth & Winnipeg Terminal Company should be sold as provided in said decree; and

Whereas, neither the said Duluth & Winnipeg Terminal Company, nor any one claiming under it, nor any one for or on its account, made payment of the said sum, or any part thereof, due under the said mortgage or deed of trust, within the time provided in said decree, or at any time since; and,

Whereas, I, Harry S. Butler of the city of Superior, Douglas County, Wisconsin, was in and by said decree, duly appointed the Commissioner to conduct and make the sale of said mortgaged property, and to execute and deliver to the purchasers thereof a Deed of Conveyance of the property foreclosed and so sold, upon the entry of a decree confirming the said sale, and upon the payment or settlement of the purchase price bid for the said property, as in said decree provided; and,

Whereas, in pursuance of and as directed in said decree, I did on the fifteenth day of May, A. D., 1897, at the said city of Superior duly sell at public auction to John W. Sterling, John A. Garner and George H. Shmeh they being the highest and best bidders at said sale all and singular the premises and property hereinafter described, due notice of the time and place of said sale having been given as required in said decree, and according to law; and said decree having been complied with in all things relating to said sale, and

Whereas, I did thereafter duly make and file my Report of said sale which said report and the sale therein reported were in all respects duly approved

and confirmed by said court on the 2nd day of June A.D. 1897: and,

Whereas, in and by said Final Decree, and also by said Decree confirming the said sale, I was ordered and directed as said Commissioner, to duly execute, seal and deliver a deed or deeds of conveyance to said John W. Sterling, John A. Garver and George H. Church of all of said property covered by said mortgage or deed of trust and sold as herein stated, upon receiving payment from said purchasers of the amount bid for said property so sold or in lieu of such purchase price, upon receiving the outstanding bonds and unpaid interest coupons belonging thereto, secured by said mortgage or deed of trust, which said bonds and interest coupons I was duly authorized to receive and accept at the face value thereof, from said purchasers, as and for cash to be applied upon the purchase price bid for said property so sold, together with the said judgment of said Edwin White with the accrued interest thereon, which said judgment I was duly authorized to receive and accept as and for cash to be applied upon the purchase price bid for the said property so sold up to the full face of said judgment together with the interest accrued thereon: and,

Whereas, the said purchasers have in all respects duly complied with all the terms and provisions of said Final Decree, and also said Decree approving and confirming said sale, and with all the provisions of law in relation thereto:

Now, Therefore, I, Harry S. Baxter, acting as said Commissioner in order to fully carry into effect said sale made by me as aforesaid to said purchasers in pursuance of said decree and in conformity with the law, and in consideration of the premises and the delivery to me of said bonds and interest coupons thereto belonging, together with the assignment of said judgment, the full performance and receipt whereof is hereby acknowledged, do hereby Grant, Bargain, Sell, Assign, Alien, Release, Convey and Confirm unto said John W. Sterling, John A. Garver and George H. Church, as joint tenants and not as tenants in common, their survivors, successors and assigns Forever, all and singular the

property, franchises and assets, whether real, personal or mixed, and wheresoever situate, conveyed by said mortgage or deed of trust and embraced and included in said decree, and therein and thereby authorized and directed to be sold the same being described as follows, to-wit:-

All and singular the right, title, interest and estate of said Duluth and Winnipeg Terminal Company in those tracts of land situate in the city of Superior, Douglas County, Wisconsin described as follows:- Beginning at a point on a right line production of the west line of Railroad Avenue, as the same is platted and on file in the office of the Register of Deeds in Douglas County, Wisconsin, said point being nineteen hundred and eighty (1980) feet north of the center line of East Second Street at the intersection of said center line with the west line of Railroad Avenue, which center line is located by two stone monuments, one at the intersection of the center line of Ross Avenue with the center line of East Second Street and one at the intersection of the center line of Water Avenue with said center line of East Second Street; thence running north from the above located starting point and following a right line production of said west line of Railroad Avenue to or point on the proposed dock line hereafter to be established; thence running easterly and following the said proposed dock line proposed to be established, to a point that is five hundred and eighty (580) feet distant eastwardly from the first above described line, said five hundred and eighty feet being measured on a line at right angles to the said first described line; thence running south parallel to the first above described line to a point that is five hundred and eighty (580) feet east of the place of beginning, said five hundred and eighty (580) feet being measured on a line at right angles to the said first described line; thence running west five hundred and eighty (580) feet to the place of beginning; also an undivided one-half of that part of blocks numbered Forty-seven, Forty-nine and Forty-two on East Seventh Street lying south of the right-of-way of the Superior Short Line Railway Company; the undivided one-half of Block numbered Forty-three on East Seventh Street; the undivided one-half of Block numbered Thirty-eight on East Eighth Street lying south of the right-of-way of the Superior Short Line Railway Company; and the undivided one-half of Blocks numbered Forty, Forty-two, Forty-four and Forty-six on East

Eighth Street; excepting and reserving the easements and rights-of-way along Railroad Avenue heretofore granted and conveyed to The Superior Belt Line Railroad Terminal Railway Company, The Duluth and Winnipeg Railroad Company, and The Duluth, Rainy River and Southern Railway Company along and adjacent to said Blocks numbered Forty-two and Forty-three East Seventh Street; and said Block numbered Forty-six on East Eighth Street: all in the Town of Superior, City of Superior, County of Douglas and State of Wisconsin.

Also, a right-of-way described as follows: That certain strip or belt of land one hundred feet in width extending northerly along and upon Railroad Avenue in the Town of Superior, Douglas County, Wisconsin, according to the recorded plat of said Town of in the office of the Register of Deeds for said Douglas County, from the north line of the right-of-way of the Superior Short Line Railroad Company where the same crosses said Railroad Avenue, between Fifth and Seventh Streets, to the Section Line between Sections Twenty-nine and Thirty-two, in Township Forty-nine north of Range Thirteen West, being the north end of said Railroad Avenue, said strip being about Thirty-two hundred and sixty feet in length measured along the center line of the main track of the Duluth and Winnipeg Railroad and being included between lines parallel with one distant Twenty feet, and the other one hundred and Twenty feet easterly from the west line of said Railroad Avenue, excepting therefrom the right-of-way of the Northern Pacific Railroad Company in said Railroad Avenue where it crosses said Avenue.

Also, a right-of-way described as follows:- Beginning at a point on a right line production of the west line of Railroad Avenue in the Town of Superior, in the City of Superior, said point being Nineteen hundred and eighty feet north of the center line of East Second Street at the intersection of said center line with said west line of Railroad Avenue, marked by a stone monument; thence running south from said place of beginning on a right line production of said west line of said Railroad Avenue Nine hundred and eighty feet, more or less, to the east and west Section line between Sections Twenty-nine and Thirty-two, Township Forty-nine North, Range Thirteen West, Douglas County, Wisconsin; thence east on said

Section line one hundred feet, thence north nine hundred and eighty feet, more or less, to a point east of and one hundred feet distant from the place of beginning; thence west one hundred feet to the place of beginning.

Also, all the docks, wharves and real estate of the said Terminal Company situate in the City of Superior in said State of Wisconsin: Together with all the terminal property and equipments, and improvements thereon, and all the corporate rights and franchises relating thereto, or for the use of said property, then owned or which may have been thereafter acquired and all the incomes, revenues and profits arising from the same; and also all manner of real estate and interest therein wherever the same may be situated; and also all personal property used in or connected with, or designed to be used in or connected with the operation and maintenance of the said terminal railroad or terminal property and its appurtenances of whatever kind or nature, owned at the date of the execution of the said mortgage or deed of trust, or at any time thereafter acquired, during the existence of the said mortgage or deed of trust.

To Have and To Hold all and singular the above mentioned and described property hereby conveyed unto said John W. Sterling, John A. Garver and George H. Church, as Joint Tenants and not as tenants in common, their successors and assigns Forever.

In Witness Whereof, I, said Henry S. Barter, as such Commissioner have set my hand and seal, this eleventh day of June, A. D., 1897.

Signed, Sealed and Delivered
In presence of
Isaac Ross.
H. B. Perry.

Henry S. Barter [Seal]
Commissioner

State of Wisconsin } ss.
County of Douglas }

On this 11th day of June, A. D., 1897, personally appeared before me Henry S. Barter, 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 as and for his free act and deed as such Commissioner, for the uses and purposes therein set forth. Isaac Ross, Notary Public, Douglas County, Wis.

Office Register of Deeds
Douglas County, Wisconsin } ss.

I hereby certify that the within instrument was filed in this office for record on the 11th day of June, A. D. 1898 at 10:35 o'clock A.M., and was duly recorded in Book 61 of Deeds, Pages 444 to 455 inc.

P. A. Sandberg
Register of Deeds
By L. F. Kinne, Deputy

State of Wisconsin } ss.
Department of State

Received This 11th day of March A. D. 1898, at 10: A.M., and recorded in Vol. 11 of R. R. Mortgages and Trust Deeds on pages 440 to 446

H. E. Vandercook
Assistant Secretary of State

Duluth and Winnipeg Terminal Company

to

John W. Sterling, John A. Garner and George H. Knech.

Deed of Conveyance

Know All Men By These Presents, That, Whereas, the Duluth and Winnipeg Terminal Company, a corporation created and organized under and by virtue of the laws of the State of West Virginia, was duly authorized to issue its bonds and secure the same by indenture of mortgage or deed of trust upon all and singular its real estate, together with all of its docks, wharves, elevators, warehouses or other buildings, and its terminal tracks, railroads, rights of way, sidetracks and terminal improvements, together with any other property it owned at the time of the making of said mortgage or deed of trust, or might thereafter acquire, including its franchise to be a corporation, a more particular description of which said property is hereinafter given, and also contained in the decree herein referred to; and,

Whereas, said Duluth and Winnipeg Terminal Company for the purposes authorized by the laws of the State of West Virginia, did duly execute and deliver to the Safe Deposit and Trust Company of Baltimore, a corporation duly created, organized and existing under and by virtue of the laws of the State of Maryland, its certain mortgage or deed of trust dated the first day of July, A. D. 1892, to secure an issue of its bonds which were outstanding on the 5th day of April, 1897, the date of the making and entry of the final decree mentioned herein; which mortgage or deed of trust was duly filed and recorded in the office of the Register of Deeds in and for the County of Douglas and State of Wisconsin, where said property is located; and,

Whereas, said Duluth and Winnipeg Terminal Company, having made default in the payment of the interest which became due on the bonds secured by said mortgage or deed of trust, and the principal of said bonds having been duly declared due and payable in accordance with the provisions of said mortgage or deed of trust, such proceedings were had in an action duly brought in the District Court of the United States for the Western District of Wisconsin, wherein the said Safe Deposit and Trust Company of Baltimore was complainant and said Duluth and Winnipeg Terminal Company and Peter White were Defendants, that a certain Decree of Foreclosure and Sale was, on the 5th day of April

described line, said five hundred and eighty feet being measured on a line at right angles to the said first described line; thence running south parallel to the first above described line to a point that is five hundred and eighty (580) feet east of the place of beginning, said five hundred and eighty (580) feet being measured on a line at right angles to the said first described line; thence running west five hundred and eighty (580) feet to the place of beginning; also an undivided one-half of that part of Blocks numbered Thirty-seven, Thirty-nine and Forty-two on East Seventh Street lying south of the right-of-way of the Superior Short-line Railway Company; the undivided one-half of Block numbered Forty-three on East Seventh Street; the undivided one-half of Block numbered Thirty-eight on East Eighth Street lying south of the right-of-way of the Superior Short Line Railway Company; the undivided one-half of Blocks numbered Forty, Forty-two, Forty-four and Forty-six on East Eighth Street; excepting and reserving the easement and right-of-way along Railroad Avenue heretofore granted and conveyed to the Superior Belt Line and Terminal Railway Company, the Duluth and Winnipeg Railroad Company and the Duluth, Redwing and Southern Railway Company along and adjacent to said Blocks numbered Forty-two and Forty-three East Seventh Street and said Block numbered Forty-six on East Eighth Street all in the Townsite of Superior, City of Superior, County of Douglas, and State of Wisconsin.

Also a right-of-way described as follows: That certain strip or belt of land one hundred feet in width extending northerly along and upon Railroad Avenue in the Townsite of Superior, Douglas County, Wisconsin, according to the recorded plat of said Townsite in the office of the Register of Deeds for said Douglas County, from the north line of the right-of-way of the Superior Short Line Railway Company, where the same crosses said Railroad Avenue, between Sixth and Seventh Streets, to the section line between Sections Twenty-nine and Thirty-two, in Township Forty-nine north of Range Thirteen West, being the north end of said Railroad Avenue, said strip being about Thirty-two hundred and sixty feet in length measured along the center line of the main track of the Duluth and Winnipeg Railroad and being included between lines parallel with one distant twenty feet, and the other one hundred and twenty feet east-

wardly from the west line of said Railroad Avenue, excepting therefrom the right-of-way of the Northern Pacific Railroad Company in said Railroad Avenue, where it crosses said Avenue.

Also, a right-of-way described as follows:- Beginning at a point on a right line of production of the west line of Railroad Avenue in the Townsite of Superior, in the City of Superior, said point being Nineteen hundred and eighty feet north of the center line of East Second Street at the intersection of said center line with said west line of Railroad Avenue, marked by a stone monument; thence running south from said place of beginning on a right line production of said west line of said Railroad Avenue Nine Hundred and eighty feet, more or less, to the east and west section line between sections Twenty-nine and Thirty-two, Township Forty-nine North, Range Thirteen West, Douglas County, Wisconsin; thence east on said section line one hundred feet, thence north nine hundred and eighty feet, more or less, to a point east of and one hundred feet distant from the place of beginning; thence west one hundred feet to the place of beginning.

Also, all the docks, wharves and real estate of the said Terminal Company situate in the City of Superior in said State of Wisconsin, together with all the terminal property and equipment and improvements thereon, and all the corporate rights and franchises relating thereto, or for the use of said property, then owned or which may have been thereafter acquired, and all the incomes, revenues and profits arising from the same; and also all manner of real estate and interest therein whatever the same may be situated; and also all personal property used in or connected with, or designed to be used in or connected with the operation and maintenance of the said terminal railroad or terminal property and its appurtenances of whatsoever kind or nature, owned at the date of the execution of the said mortgage or deed of trust, or at any time thereafter acquired during the existence of the said mortgage or deed of trust.

To Have and To Hold all and singular the above mentioned and described property, railroad and franchises hereby conveyed unto said John W. Stirling, John A. Warner and George H. Wheeler, as joint tenants and not as tenants in common, their successors and assigns forever.

In Witness Whereof, the said Duluth and Winnipeg Terminal Company has duly caused its corporate name to be hereunto

signed and its corporate seal to be hereunto affixed for and on its behalf by its President and Secretary thereunto duly authorized this 1st day of July, A. D. 1897.

Signed sealed and delivered in presence of
Cornelius A. Longlin
George H. Roe.

Duluth and Winnipeg Terminal Company
By Zelah Van Loan
Its President
By Benj. Whitley
Its Secretary

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

On This 2nd day of July, A. D., 1897. before me appeared Zelah Van Loan, to me personally known who, being by me first duly sworn, did say that he is the President of said Duluth and Winnipeg Terminal Company; and on said day before me appeared Benj. Whitley, to me personally known, who being by me first duly sworn, did say that he is the Secretary of said Duluth and Winnipeg Terminal Company; and each for himself said that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation as required by law, and said Zelah Van Loan and Benj Whitley acknowledged said instrument to be the free act and deed of said corporation

Cornelius A. Longlin
Notary Public
County of New York, N.Y.

Office Register of Deeds } ss.
Douglas County Wisconsin }

I hereby certify that the within instrument was filed in this office for record on the 10th day of July A. D. 1897 at 1:00 o'clock P. M., and was duly recorded in book 66 of Deeds, pages 294, 295, 296-297+298.

P. A. Sandberg
Register of Deeds

State of Wisconsin } ss.
Department of State }

Received this 11th day of March A. D. 1898 at 10:00 A. M. and recorded in Vol. 11 of R. R. Mortgages and Trust Deeds on pages 447-453.

H. D. Vanderook, Assistant Secy of State

The Duluth, Superior and Western Terminal Company

Deed Dated, August 13, 1897

from

John W. Sterling, John A. Garner and George H. Shneck.

This Indenture, made the Thirteenth day of August, in the year One Thousand eight hundred and ninety-seven, between John W. Sterling, John A. Garner and George H. Shneck, parties of the first part, and the Duluth, Superior and Western Terminal Company, a corporation organized and existing under the laws of the State of West Virginia, party of the second part, Witnesseth:-

Whereas, in a certain cause pending in the Circuit Court of the United States for the Western District of Wisconsin, wherein the Safe Deposit and Trust Company of Baltimore was complainant and the Duluth and Winnipeg Terminal Company and Peter White were defendants, it was sought, among other things, to foreclose a certain Indenture of Mortgage, dated July 1, 1892, made by the said Duluth and Winnipeg Terminal Company to the said Safe Deposit and Trust Company of Baltimore, and such proceedings were had therein that a decree of foreclosure and sale was, on the 15th day of April, 1897, duly made and entered in said Court, wherein and whereby it was duly adjudged and decreed that the said Duluth and Winnipeg Terminal Company pay or cause to be paid, within ten days after the making and entry of said decree, certain amounts therein found to be due under the said Mortgage or Deed of Trust, and that, in default of such payment by the said Duluth and Winnipeg Terminal Company or by anyone claiming under it, all the mortgaged premises, property and franchises of the said Duluth and Winnipeg Terminal Company should be sold as provided in the said decree;

And Whereas, neither the said Duluth and Winnipeg Terminal Company nor anyone claiming under it, nor anyone for or on its account, made payment of the said sum or any part thereof, due under the said Mortgage or Deed of Trust within ten days after the making and entry of the decree as provided therein, or at any time since;

And Whereas, such further proceedings were had in the said cause that Henry H. Butler, the Commissioner appointed in and by the said decree to conduct and make the sale of the said mortgaged property and to execute and deliver to the purchasers thereof a deed of conveyance of the property

as said, upon the entry of the decree confirming said sale and upon the payment or settlement of the purchase price bid for said property as in said decree provided, did, on the 13th day of May, 1897, at the City of Superior, in the State of Wisconsin, duly sell, at public auction, to the parties of the first part hereto, they being the highest and best bidders at said sale, the said property and franchises mentioned and described in said decree; _____

And Whereas, Thereafter and on the 2nd day of June, 1897, an order was made by said Circuit Court, confirming said sale, and the said Henry S. Baxter, by deed dated the 11th day of June, 1897, pursuant to said decree of said Circuit Court and of the order of said Court confirming said sale and upon receiving the purchase price bid at the said sale, did convey the said property and franchises to the parties of the first part hereto, as joint tenants and not as tenants in common; _____

And Whereas, the Duluth, Superior and Western Terminal Company, party of the second part hereto, has agreed to purchase all the right, title and interest of the parties of the first part in and to the said property and franchises as the same were conveyed to the parties of the first part hereto by the said Commissioner, as aforesaid; _____

Now, Therefore, in consideration of the premises and of the covenants herein contained and of One Dollar and other valuable considerations paid to the parties of the first part by the party of the second part, the receipt whereof is hereby acknowledged, the parties of the first part hereby grant, bargain, sell, assign, alien, release, convey and confirm unto the said Duluth, Superior and Western Terminal Company, the party of the second part hereto, its successors and assigns, forever, all and singular the property, franchises and assets, whether real, personal or mixed; and wheresoever situated, embraced in the said deed, dated June 11, 1897, executed by the said Commissioner to the parties of the first part, which said property is more particularly described as follows, to-wit:- _____

All those tracts of land situate in the City of Superior, Douglas County, Wisconsin, described as follows: _____

Beginning at a point on a right line production of the west line of Railroad Avenue, as the same is platted and on file in the office of the Register of Deeds in Douglas County, Wisconsin, said point being nineteen hundred and eighty (1980) feet south of the center line of East Second Street at the intersection of said center line with the west line of Railroad Avenue, which center line is located by two stone monuments, one at the intersection of the center line of Bass Avenue with the center line of East Second Street and one at the intersection of the center line of Water Avenue with said center line of East Second Street; thence running from the above located starting point and following a right line production of said west line of Railroad Avenue to a point on the proposed dock line hereafter to be established; thence running easterly and following the said proposed dock line proposed to be established, to a point that is five hundred and eighty (580) feet distant eastly from the first above described line, said five hundred and eighty feet being measured on a line at right angles to the said first described line; thence running south parallel to the first above described line to a point that is five hundred and eighty (580) feet east of the place of beginning, said five hundred and eighty (580) feet being measured on a line at right angles to the said first described line; thence running west five hundred and eighty (580) feet to the place of beginning; also an undivided one-half of that part of blocks numbered Thirty-seven, Thirty-nine and Forty-two on East Seventh Street lying south of the right-of-way of the Superior Short-line Railway Company; the undivided one-half of Block numbered Forty-three on East Seventh Street; the undivided one-half of Block numbered Thirty-eight on East Eighth Street lying south of the right-of-way of the Superior Short-line Railway Company; and the undivided one-half of blocks numbered Forty, Forty-two, Forty-four and Forty-six on East Eighth Street; excepting and reserving the easement and right-of-way along Railroad Avenue heretofore granted and conveyed to the Superior Belt Line and Terminal Railway Company, the Duluth and Winnipeg Railroad Company, and the Duluth, Redwing and Southern Railway Company along and adjacent to said Blocks numbered Forty-two and Forty-three East Seventh Street, and said Block numbered Forty-six on East Eighth Street, all in the Townsite of Superior, City of Superior, County of Douglas and State of Wisconsin _____

—Also a right-of-way described as follows: That certain

strip or belt of land one hundred feet in width extending northerly along and upon Railroad Avenue in the Town site of Superior, Douglas County, Wisconsin, according to the recorded plat of said Town site in the office of the Register of Deeds for said Douglas County, from the north line of the right-of-way of the Superior Short Line Railway Company, where the same crosses said Railroad Avenue between Sixth and Seventh Streets, to the Section Line between Sections Twenty-nine and Thirty-two, in Township Forty-nine north of Range Thirteen West, being the north end of said Railroad Avenue, said strip being about Thirty-two hundred and sixty feet in length measured along the center line of the main track of the Duluth and Winnipeg Railroad and being included between lines parallel with and distant twenty feet, and the other one hundred and twenty feet eastwardly from the west line of said Railroad Avenue, excepting therefrom the right-of-way of the Northern Pacific Railroad Company in said Railroad Avenue where it crosses said avenue. ——

Also a right-of-way described as follows: Beginning at a point on a right line production of the west line of Railroad Avenue in the Town site of Superior, in the City of Superior, said point being Nineteen hundred and eighty feet north of the center line of East Second Street at the intersection of said center line with said west line of Railroad Avenue marked by a stone monument; Thence running north from said place of beginning on a right line production of said west line of said Railroad Avenue Nine hundred and eighty feet, more or less, to the east and west Section line between Sections Twenty-nine and Thirty-two, Township Forty-nine North, Range Thirteen West, Douglas County, Wisconsin; Thence east on said Section line one hundred feet, thence south nine hundred and eighty feet, more or less, to a point east of and one hundred feet distant from the place of beginning, thence west one hundred feet to the place of beginning. ——

Also all the docks, wharves and real estate formerly held or owned by the said Duluth and Winnipeg Terminal Company, and conveyed as aforesaid to the parties of the first part, by the said Commissioner, situate in the City of Superior in the State of Wisconsin; together

relating

with all the terminal property and equipment, and improvements thereon, and all corporate rights and franchises thereto, or for the use of said property and all the income, revenues and profits arising from the same; and also all manner of real estate and interest therein whatever the same may be situated; and also all personal property used in or connected with, or designed to be used in or connected with the operation and maintenance of the said terminal property and its appurtenances of whatever kind or nature included in the said mortgage or deed of trust and conveyed to the parties of the first part, as aforesaid; and also all revenues, rents, tolls and sums of money arising from the said property or premises from and after May 15th, 1897; it being intended by this instrument to fully convey and vest in the said Duluth, Superior and Western Terminal Company all of the property, of whatever kind or nature, purchased by the parties of the first part at the foreclosure sale of the property and franchises of the said Duluth and Winnipeg Terminal Company on the 15th day of May, 1897, or which has been in any way acquired by the parties of the first part in connection with the said property since the said sale; and also all property of whatsoever kind or nature which was conveyed to or vested in the parties of the first part in and by virtue of the said Commissioner's deed above mentioned. ——

To Have and To Hold all and singular the above mentioned and described property and franchises, of whatsoever kind or nature, hereby conveyed, unto the said Duluth, Superior and Western Terminal Company, the party of the second part, its successors and assigns, forever. ——

Subject, Nevertheless, to all decrees and orders entered or which may be hereafter entered in said cause, so far as they may relate to the premises and property hereby conveyed, or any part thereof; the said property, franchises and premises being hereby charged with the payment of any amounts which the parties of the first part may be required to pay under and by virtue of the said decree or orders, or any of them, or by reason of the purchase of the said premises by the parties of the first part.

The party of the second part hereby covenants and agrees with the parties of the first part that it will forever indemnify and save harmless the parties of the first

part and each of them and their and each of their respective heirs, executors and administrators, from and against all costs expenses, charges, claims and liabilities whatsoever resulting from the purchase or ownership of the said property and franchises or from the conveyance and transfer thereof or from the execution of this instrument, or incurred or which may be incurred by them by reason of the purchase of said property and franchises at said sale thereof, or by reason of any act done or suffered to be done or omitted to be done by them, as the purchasers or owners: this conveyance, sale and transfer of the said property and franchises being made subject to the performance by the party of the second part of the foregoing covenants, and the said covenants being made a charge upon such property and franchises prior to any mortgage to be executed by the party of the second part or any other lien created by it thereon.

It is further covenanted and agreed by and between the respective parties hereto, that no covenant on the part of the parties of the first part is to be implied from this deed, except that the parties of the first part have not made any prior conveyance of the said property and franchises, or any part thereof.

In Witness Whereof, The parties of the first part have hereunto set their hands and seals and the party of the second part has caused this instrument to be executed under its corporate seal, by its President and Secretary all on the day and year first above written

Signed, sealed and delivered in presence of
Joseph D. Ballou
George H. Roe

John W. Sterling (seal)
John A. Garner (seal)
Geo. H. Church (seal)

Duluth, Superior and Western Terminal Company
By Borland Betts
President.

Attest: Benj. Whitley
Secretary

Executed by the Duluth, Superior and Western Terminal Company and the Astor Trust Company in presence of
Joseph D. Ballou
George H. Roe.

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

Personally came before me this sixteenth day of August, 1897, the above named John W. Sterling, John A. Garner and George H. Church to me known to be the individuals who executed the foregoing instrument and acknowledged to me that they executed the same.

Joseph D. Ballou
Notary Public (206)
New York County

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

On this sixteenth day of August, 1897, before me personally appeared Benjamin Whitley, to me personally known, who being by me duly sworn did say that he is the Secretary of the Duluth, Superior and Western Terminal Company and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Benjamin Whitley acknowledged said instrument to be the free act and deed of said corporation

Joseph D. Ballou
Notary Public (206)
New York County

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

I, Henry D. Purroy, Clerk of the City and County of New York, and also Clerk of the Supreme Court for the said City and County, the same being a Court of Record, Do Hereby Certify, That Joseph D. Ballou whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment a Notary Public in and for the City and County of New York, dwelling in the said City, commissioned and sworn, and duly authorized to take the same. And further, that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine

In Testimony Whereof I have hereunto set my hand and

affixed the seal of the said Court and County. The 15 day of Aug 1898

Henry D. Barron.

Clerk.

Seal

Office of Register of Deeds } ss.
Douglas County, Wisconsin }

I hereby certify That the within instrument was filed in this office for record on the 24th day of Aug. A.D. 1898 at 11:15 o'clock A. M., and was duly recorded in Book 69 of Deeds, Pages 31 to 36 inc.

P. A. Landberg
Register of Deeds.
By L. G. Kinne
Deputy.

State of Wisconsin } ss.
Department of State }

Received this 11th day of March A. D. 1898 at 10. o'clk A.M. and recorded in Vol. 11 of R. R. Mortgs and Trust Deeds on pages 453 to 461

L. O. Vandercook
Assistant Secretary
of State.

Washburn, Bayfield and Iron River Railway Company
and
Brooks Locomotive and Machine Co.
Lease Agreement

Agreement, made this 25th day of March 1898 between The Brooks Locomotive and Machine Company, a corporation organized and existing under the laws of the State of New Jersey, (hereinafter called the lessor) and The Washburn Bayfield and Iron River Railway Company, a corporation organized and existing under the laws of the State of Wisconsin (hereinafter called the lessee) ———

The Brooks Locomotive and Machine Company agrees to lease to The Washburn, Bayfield and Iron River Railway Company, and The Washburn, Bayfield and Iron River Railway Company agrees to hire from the Brooks Locomotive and Machine Company the following described railroad equipment and rolling stock, (built according to specifications furnished,) the date of delivery thereof being May first 1898. one standard gauge locomotive engine of ten wheel type having cylinders twenty one by twenty six inches, and named number 3, builder's number 22152.

Such renting and hiring to be in respect to said locomotive for the period of sixty months from the first day of May 1898. subject, however, to the provisions and conditions hereinafter contained.

It is agreed That the value of said locomotive is as follows:
For One Locomotive delivered at Chicago, Ill.
Ten Thousand Eight Hundred and Sixty Dollars ($10,860.00)
amounting, in the aggregate, to the sum of Ten Thousand Eight Hundred and Sixty ($10,860.00) Dollars.

The rental of said locomotives, payable to the said The Brooks Locomotive and Machine Company, lessor, by said The Washburn, Bayfield and Iron River Railway Company lessee, shall be as follows:

A cash payment of One Thousand Eight Hundred and Sixty ($1860.00) Dollars, payable upon the delivery of said locomotive to the party authorized by said The Washburn, Bayfield and Iron River Railway Company to receipt for the same. The receipt of this party to the final and conclusive evidence of the acceptance of said locomotive to the satisfaction of the lessee; and, in addition to the

said cash payment twenty (20) consecutive quarterly payments of Five Hundred and Twenty-nine 87/100 ($529.87) Dollars each on the first day of each and every quarter from August 1st. 1898 to May 1st. 1903 both inclusive, making in all, for the deferred Twenty (20) quarterly payments the sum of Ten Thousand Four Hundred and Seventeen and 50/100 ($10,417.50) Dollars.

Each of such deferred payments shall be represented by a lease warrant of the lessee of the following tenor:

$529.87. Washburn, Wis. On the first day of ——— without grace The Washburn, Bayfield and Iron River Railway Company promises to pay to its own order, Five Hundred and Twenty and 87/100 ($529.87) Dollars for rental of one locomotive under contract of lease with The Lowell Locomotive and Machine Company of even date herewith, payable at the office of The Lowell Locomotive and Machine Company in Paterson N.J. No. ——— Due ———

In case of default in the payment of any instalment or instalments of rent on the day on which the same falls due hereunder, the said lessor or its assigns shall have the right, at its option by its agents, employees or attorneys, to take immediate and exclusive possession and remove any locomotive which may have been delivered to said The Washburn, Bayfield and Iron River Railway Company under this agreement, and for that purpose may enter the same, wherever it may be found, and shall have the right to sell the same at notice, at public or private sale, in one or more lots and at one or more places, and to apply the proceeds to the payment of any and all instalments of rent for said locomotive for the whole of said term of sixty months limited and prescribed by this lease, whether said instalments shall have fallen due or not, less interest at six per cent. per annum; and notwithstanding that said locomotive may be thus taken possession of and removed and sold prior to the expiration of this lease. If the proceeds shall be more than sufficient to pay such unpaid instalments of rent, with interest and expenses, then the surplus shall be paid to The Washburn, Bayfield and Iron River Railway Company, but if there should be any deficit, then The Washburn Bayfield and Iron River Railway Company shall be liable and for its benefit and the manner provided by the laws of the State where any locomotive lost by fire or otherwise destroyed, in that case it shall assign to the lessee

to pay such deficit or demand.

The lessee shall keep said locomotive in proper order and complete repair, and in working condition, less fair wear and tear; such repairs and maintenance to be done to the satisfaction of the agent or engineer of the lessor.

At all times the name, number, plates and marks and signs of the ownership of the lessor shall be fixed and retained upon said locomotive for the purpose of making the ownership publicly known. In the event of any such marks or signs being destroyed, the lessee will immediately restore the same, and such other things shall be done as by the counsel of said lessor shall be deemed necessary or expedient for the full and complete protection of the rights of said lessor as owner of said locomotive.

The lessor shall have the right to inspect the said locomotive once in every year, or oftener if it should deem it advisable so to do, during the continuance of this contract, by any person or agent to be appointed by the lessor, after reasonable notice to the lessee of its intention to make such inspection, and the lessee shall provide a suitable place, with suitable facilities for such inspection.

The said locomotive shall be insured against fire by the lessee, * (see margin) the amount collected from the insurance company in such loss.

The Washburn, Bayfield and Iron River Ry. Co. covenants and agrees to perform the agreements and undertakings in its behalf contained herein, and to pay promptly each and every lease warrant to be given by it thereunder.

It is further agreed, that in consideration of such several payments hereinbefore specified, during the said term of sixty months and all other sums of money due hereunder, (and any interest which may have accrued thereon being fully paid to the lessor within thirty days after the expiration of said term of sixty months then the said locomotive as described herein, shall become the absolute property of said lessee, without further conveyance or transfer.

It is mutually covenanted and agreed between the parties hereto, their successors and assigns, that although hereafter by written agreement, the provisions as to the rental to be paid under this agreement may be changed and this agreement in other respects modified, yet that no such change or modification shall or can be

made as shall in any respect or to any extent diminish the total sum due hereunder from the lessee, as rental or otherwise; and that no such modification or change shall or can be made as shall in any respect or to any extent change or affect the title to or the ownership of the locomotive herein referred to until the total sum due from the lessee hereunder, as rental or otherwise, and also the total sum due as rental or otherwise under any agreement changing or modifying this agreement shall have been fully paid, either by the lessee itself or by its successors or assigns, to the lessor, or to its successors or assigns. _____

The lessee agrees to pay whatever taxes or licenses may be payable on said locomotive, and to reimburse the said lessor or its assigns, for any expenses that may be incurred by them attending the execution, aknowledgment, filing or recording of this agreement, as required by law. _____

In Witness Whereof, The Locke Locomotive and Machine Co. and Washburn, Bayfield and Iron River Ry. Co. have each caused these presents to be signed by their respective duly authorized officers, and their corporate seals, duly attested, to be hereto affixed. Executed in duplicate _____

The Locke Locomotive and Machine Company
By Jno. S. Locke
President

Attest:
Chas. D. Locke
Secretary.

Washburn, Bayfield and Iron River Ry. Co.
By Howard Benton
Vice and Acting President.

Attest:
John A. Jacobs
Secretary.

_____

State of New Jersey } ss:
County of Passaic }

_____ Be it remembered that on this 15th day of March, eighteen hundred and ninety eight, before me, personally appeared Charles D. Locke, who, being by me duly sworn, according to law, on his oath says, that he is the Secretary of the The Locke Locomotive and Machine Company, the lessor corporation in the foregoing instrument named; that he knows the seal affixed thereto to be its common seal; that John S. Locke is the president of said corporation; that he saw the said John S. Locke sign and seal the same, and heard him acknowledge that he signed, sealed and delivered the same, as and for the voluntary act and deed of said corporation for the uses and purposes therein expressed; and that the the said Charles D. Locke, signed his name thereto at the same time as an attesting witness. _____

Thomas H. Randall
Master in Chancery
of New Jersey.

_____

State of Wisconsin } ss.
County of Bayfield. }

_____ On this 25th day of March, A. D. 1898, before me appeared Howard Benton, to me personally known who being by me duly sworn did say that he is the Vice and Acting President of the Washburn, Bayfield and Iron River Railway Company; and also on the 25th day of March, A. D. 1898, before me appeared John A. Jacobs, to me personally known, who being by me duly sworn did say that he is the Secretary of the said Washburn, Bayfield and Iron River Railway Company; And both of said persons did on oath further say that the seal affixed to the foregoing instrument is the corporate seal of the Washburn, Bayfield and Iron River Railway Company; and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said Howard Benton and John A. Jacobs, severally acknowledged said instrument to be the free act and deed of said corporation _____

L. H. Hanson
Notary Public
Bayfield County
Wisconsin

Term ends July 29th, 1899.

State of New Jersey } ss.
Passaic County

I, Albert D. Winfield, Clerk of said County and also Clerk of the County Courts thereof, do hereby certify That Thomas W. Randall whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument, in writing, and endorsed thereon, was at the time of taking such proof or acknowledgment, a Master in Chancery in and for said County, dwelling in said County, duly commissioned and sworn, and authorized by the laws of said State to take the acknowledgments and proofs of deeds or conveyances for lands, tenements or hereditaments in said State; and that I am well acquainted with the handwriting of the said Thomas W. Randall and verily believe that the signature to the said certificate of proof or acknowledgment is genuine. In Testimony Whereof, I have hereunto set my hand and affixed my official seal at Paterson this 15 day of Mch., A. D., 1898.

A. D. Winfield
Clerk.

(Seal.)

State of Wisconsin } ss.
County of Bayfield

I, Geo. F. McClintock, Clerk of the Circuit Court for the County of Bayfield which is a Court of Record having a seal, Do Hereby Certify, That L. H. Clausen whose name is subscribed to the certificate of proof of acknowledgment of the annexed instrument, and therein written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for said County, duly commissioned and qualified, and duly authorized to take the same. And Further, That I am well acquainted with the handwriting of such L. H. Clausen and verily believe that the signature to the said certificate or proof of acknowledgment is genuine. I Further Certify, That the said instrument is entitled and acknowledged according to the laws of this State.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court this 21st day of March A. D. 1898.

Geo. F. McClintock. Clerk.

State of Wisconsin } ss.
Department of State }

Received this 24th day of March A. D. 1898 at 9. A. M. and recorded in Vol. 11 R. R. Mortgages and Deeds on page 149 & 150 thereof.

A. D. Hamilton
Secretary of State.

Northern Pacific Railway Company
Washburn, Bayfield and Iron River Railway Co.
(Contract between)

This Contract made the sixth day of April, A. D. 1898. between The Northern Pacific Railway Company a corporation under the laws of Wisconsin party of the first part and Washburn, Bayfield and Iron River Railway Company a corporation under the laws of Wisconsin party of the second part Witnesseth:

The party of the first part hereby leases for the term of six months from this date unto the party of the second part a certain locomotive engine and tender lettered "N. P. Ry." on sides of the cab, "994" on sides and rear end of tank, "994" on sand box, "994" on number plate upon front of engine; said engine also carrying the maker's name as follows; "Portland Locomotive Works, 3-97, 1881". Upon the said engine is also an ownership plate reading as follows; "Northern Pacific Railway Company owns".

The party of the second part agrees to pay for the use of said engine the sum of six dollars per day, payable at the end of every thirty days during the time of the lease; also to keep said engine and tender in good repair and condition as the same now are and to return the same in similar good repair and condition unto the party of the first part at the end of this lease, the risk and liability of all loss and damage to the same to be upon the lessee.

But it is provided nevertheless that the lessee shall have the option to purchase said engine and tender at any time during the term of this lease for the agreed price of two Thousand dollars payable in cash when said option is exercised. In that event there shall be credited upon the said sum of two Thousand dollars any and all sums which the lessee may have theretofore paid to the lessor on account of rental as hereinbefore provided.

The title to said engine and tender shall remain in the Northern Pacific Railway Company during the whole term of this lease or until the option to purchase is exercised by the lessee and the purchase price fully paid.

In Witness Whereof the parties hereto have executed

this contract by their respective proper officers the day and year above written.

Northern Pacific Railway Company
by: J. W. Kendrick
General Manager.

Washburn, Bayfield and Iron River Railway Co.
by Howard Benton
Vice and Acting President.
Attest: John A Jacobs
Secretary

State of Wisconsin } ss.
Department of State.

Received this 9th day of April A. D. 1898, at 9 o'clock A. M. and recorded in Vol. 11 of R. R. Mtg's and Trust Deeds on pages 467 and 468.

S. E. Vanderwerk
Assistant Secretary of State.

Citizens Traction Company
and
Standard Security and Trust Company
Quit-Claim and Release.

Know All Men By These Presents: That the New York Security and Trust Company, Trustee, a corporation duly organized and existing under and by virtue of the laws of the State of New York, having its principal place of business in the City of New York, for and in consideration of the presentation to it for cancellation and burning of the Two hundred bonds of the Citizens Traction Company, described in and secured by the instrument hereinafter described, together with the coupons thereto annexed, and in consideration of the receipt by it of the request of the Board of Directors of the Citizens Traction Company, the receipt whereof is hereby acknowledged, in accordance with the provisions in said instrument contained, does hereby remise, release convey and quit-claim unto the Citizens Traction Company a corporation organized and existing under the laws of Wisconsin, having its principal place of business at Oshkosh, Winnebago County in that State, all the right, title and interest, claim and demand whatsoever it had acquired in, by or through a certain deed of trust bearing date the first day of February, 1897, and recorded in the Register's office of Winnebago County, State of Wisconsin, on the 10th day of April, 1897, in Volume 206 of , page 463, and in the office of the Secretary of State of Wisconsin in Volume 10 of Railroad Mortgages and Trust Deeds, at pages 459 to 500, on the 19th day of July, 1897, in and to the premises and property in said trust deed described.

In Witness Whereof the New York Security and Trust Company, Trustee, has caused this instrument to be subscribed by its Second Vice President and attested by its Secretary, and its corporate seal to be hereto affixed This 6th day of April, 1898.

New York Security and Trust Company
Trustee, By A. Mc. Hoyt
Second Vice President.
Attest: Osborn D. Bright
Secretary

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

On This 6th day of April, 1898. before me personally came Abram H. Hoyatt, to me known who being by me duly sworn did depose and say, That he resided in The City of New York; That he is The Second Vice President of The New York Security and Trust Company, The corporation described in and which executed The above instrument; That he knows The seal of said corporation; That The seal affixed to said instrument was such corporate seal and That it was so affixed by order of The Board of Directors of said corporation and That he signed his name thereto by like order.

Abram H. Hoyatt

Sworn to before me this 6th day of April, 1898.

Chas. R. Braine Jr.
Notary Public
Kings Co.
Cert. filed in New York Co.

(Notarial Seal)

Register's Office } ss.
Winnebago Co. Wis }

Received for record the 9 day of April, 1898, at 11 30 o'clock A. M. and recorded in Vol. 24 of Mtgs. page 549 to 550

John Strange
Register.

State of Wisconsin } ss.
Department of State }

Received this 16th day of April A. D. 1898 at 9 30 A. M. and recorded in Vol 11 of R. R. Mortgages and Trust Deeds on pages 469-470

H. D. Vandrenck
Asst. Secretary of State

Washburn, Bayfield and Iron River
Railway Company
and
Charles B. Wood
Trust Deed.

This Indenture made and entered into This 21st day of April, 1898. by and between the Washburn, Bayfield and Iron River Railway Company, a corporation duly organized and existing under the laws of the State of Wisconsin, (hereinafter called the Company) party of the first part, and Charles B. Wood, of the City of Chicago, County of Cook and State of Illinois, (hereinafter called The Trustee) party of the second part, as Trustee

Witnesseth, That Whereas, the Railway Company has full power under and by virtue of the laws of the State of Wisconsin, to borrow money and issue its notes therefor, and to pledge by mortgage or trust deed, its property, rights and franchises to secure the payment thereof; and

Whereas, the Board of Directors of said Railway Company, at a meeting held at the office of said company, in the Town of Washburn, Wisconsin on The twenty-first day of April, 1898. unanimously adopted the following resolution:

"Resolved by the Board of Directors of the Washburn, Bayfield and Iron River Railway Company That The vice and acting president and secretary of this company be, and they are hereby authorized and directed to execute on behalf of this company Ten (10) notes of Ten Thousand Dollars ($10,000.00) each, dated the 21st day of April, 1898. and payable one (1) year after date, with interest thereon from date at the rate of six per centum per annum payable semi-annually. And said vice and acting president and secretary are further authorized to secure the payment of the principal and interest of said notes, by a trust deed and to execute under their hands and seal of this company a deed of trust which shall be a first lien upon all the rights of way, real and personal property and fran-

chises appertaining to the second and fourth sections of said railway; said second section being that portion thereof extending from a point ten (10) miles distant from its present terminus in the village of Washburn, Wisconsin being the point where the first section of said railway ends, and said second section begins thence northwesterly along its graded and located line to the end of said second section of said railway on or near section nineteen (19), township forty-nine (49) north of range six (6) west in said Bayfield County, being the point where the second section of said railway ends, and said fourth section being that portion thereof extending from a point ten (10) miles distant from its present terminus in the village of Iron River, Wisconsin being the point where the third section of said railway ends and said fourth section begins; thence northeastily along its graded and located line to the end of said fourth section of said railway on or near said section nineteen (19) township forty-nine (49) north of range six (6) west, being the point where the fourth section of said railway ends, and the point where said second and fourth sections unite, making a continuous graded and located line between said first and third sections, and which are now owned or which shall hereafter be acquired by this company, to Charles B. Wood, of the city of Chicago, county of Cook and state of Illinois, as Trustee, which said Trust Deed shall be in form sufficient to secure the payment of the said notes and interest in the most ample manner. And the vice and acting president and secretary of this company are hereby authorized and empowered to sell and pledge said notes for the purpose of raising money to be used for the purposes of the company in constructing its lines of Railway, and such sale or pledge of said notes shall be binding upon this company.

And Whereas, the vice and acting president and secretary of the Railway Company have this day, in accordance with the resolutions so

as aforesaid by the Board of Directors, executed notes in form and amount and maturing as therein directed.

Now Therefore, The party of the first part, in consideration of the premises, and of the sum of One Dollar ($1.00) paid by the party of the second part hereto, the receipt whereof is hereby acknowledged, and in order to secure due and punctual payment of said several notes and the interest thereon, has given, granted, bargained, sold, transferred and conveyed, and does by these presents give, grant, bargain, sell, transfer and convey unto said party of the second part, Trustee as herein provided, and his successors in the Trust all the rights of way of the party of the first part, located in the county of Bayfield and State of Wisconsin, as far only, however, as the same appertain to and are a part of the second and fourth sections of said railway; said second section being that portion thereof extending from a point ten (10) miles distant from its present terminus in the village of Washburn, Wisconsin, being the point where the first section of said railway ends and said second section begins; thence northwesterly along its graded and located line to the end of said second section of said railway on or near section nineteen (19), township forty-nine (49) north of range six (6) west, in said Bayfield County, being the point where the second section of said railway ends; and said fourth section being that portion thereof extending from a point ten (10) miles distant from its present terminus in the village of Iron River, Wisconsin, being the point where the third section of said railway ends and said fourth section begins; thence northeastily along its graded and located line to the end of said fourth section of said railway, on or near said section nineteen (19), township forty-nine (49) north of range six (6) west, being the point where the fourth section of said railway ends, and the point where said second and fourth sections unite, making a continuous graded and located line between said first and third sections, together with the entire system of Railway of said company and all grades, bridges, culverts, ties, rails, and property of every description, including all rights

privileges and franchises, whether the same are now owned, or whether the same shall be hereinafter acquired by the party of the first part, so far, however only as the same are a part of said second and fourth sections of said Railway, particularly intending hereby to convey. That portion of the line of Railway, completed and projected from the village of Pembroke, in the county of Renfrew to the town of Deep River in said county, which constitutes the aforesaid second and fourth section thereof with all appurtenances now owned or hereafter acquired in connection therewith, or in any manner appurtenant thereto, it being the intention of this instrument to embrace hereinby subject to the lien herein provided for, all the real estate and personal property, and all the rights privileges and franchises that may be hereafter acquired by the party of the first part as well as that now owned by it relating to said second and fourth sections of said line of railway. Excepting however, and wholly reserving unto said Railway Company all railway aid bonds heretofore issued by the county of Renfrew in aid of the said railway, and the full right to have, demand and receive all of the same, to the use of said Railway Company as its property, which bonds are now deposited herein with the Bankers Trust Company ———

To have and to hold the above described property, real estate and personal property, and rights properties and franchises, with all the privileges and appurtenances thereunto belonging unto the party of the second part, and his successors, to their own use and behoof forever, but in trust nevertheless for the equal pro rata benefit and security of the holders of the above mentioned notes, or another kind the same may be issued without any preference of one note over another, and for the uses and purposes hereinafter declared.

Article I. So long as no default shall be made in the payment of the principal or interest of said notes, according to their time, and so

long as the conditions of this instrument shall be performed, the Railway Company shall be permitted to retain possession and control of said mortgaged property, and all its income and profits, except as hereinafter provided, but the company agrees to pay all taxes, assessments and levies which shall from time to time be legally imposed, assessed or levied upon the property and franchises hereby conveyed, so that the priority of these presents shall be at all times duly maintained and preserved, and to take care of and preserve the said property and to do or demand of the Trustee all acts necessary or proper to keep valid the lien hereby created, and intended to be created, and at any future time, and as often as it may be necessary, to execute or demand of the said Trustee, or his successors, all such other assurances, deeds, mortgages and other instruments of writing in due form and effect as may be proper to the better carrying out of the time intent and meaning of these presents, and especially at its own cost, to do all things that may reasonably be required by the said Trustee, or his successor, to keep valid the lien hereby intended to be created upon after acquired property. ———

Article II. And the company hereby covenants and agrees that having possession as aforesaid, it will diligently preserve the rights and franchises now or hereafter granted to or conferred upon it and that it will at all times keep and maintain its property in thorough repair, working order and condition, and fully supplied with motive power and equipments, and that it will from time to time make all needful and proper repairs and replacements so that the business of the said party of the first part shall at all times be properly conducted. ———

Article III. The company agrees at all times to furnish the Trustee a schedule, showing with reasonable details, the items of the estate, property and things owned by the lien thereof, or intended so to be. The company shall at any time during the life of the debt secured hereby, or any part thereof,

require any property that at the time of purchase thereof is subject to any incumbrance whatsoever, but all property hereafter purchased by the company shall be free and clear of all the liens and incumbrances whatsoever.

Article IV. If default shall be made by the company in the payment of said notes, or any of them, at the time the same become due and payable, or if the company shall fail to pay any interest accruing upon said notes, as and when the same become due, or if the company shall fail faithfully to observe any of the requirements and stipulations of these presents, and such default shall continue for the space of ten days, the Trustee shall, at the request of the holders of a majority in amount of the notes then outstanding, enter into and take possession of the lines of railway and property hereby conveyed or intended so to be, and shall proceed to operate the same, and to collect and receive the income thereof and after paying all outstanding taxes assessments and liens legally imposed by the State of Wisconsin, or the county of Bayfield and after paying all necessary and proper operating expenses, including labor and materials and reasonable Trustis fee for his services in that behalf, the Trustee shall use the surplus, if any there shall be, of the revenue of the company, as follows:

1st: In the payment of all overdue interest upon said notes

2nd: If any sum shall remain after the payment of interest, in the payment ratably of any note or notes secured hereby.

When all reasonable taxes, assessments and liens and all arrears of interest secured hereby have been paid, it shall then be the duty of the Trustee to turn said property back to the company. The privileges granted by this paragraph shall be a continuing power, so often as the occasion arises, and shall not be exhausted by one or more uses thereof.

It shall not be obligatory upon the Trustee so to take possession of and to operate said line of Railway and property until the owners of at least one half in amount of the notes secured and then outstanding shall, by their writing duly signed by them request the Trustee so to act, and shall deposit with the Trustee the notes of the company so held by them and secured hereby, and shall further give the Trustee such assurances of indemnity for his disbursements and fees as he may reasonably require.

Article V. If the company shall well and faithfully pay the principal sum due on said notes, and the interest thereon according to the tenor thereof, and shall well and truly perform all the other things required by these presents to be done by the company, then these presents shall be void, but if default shall be made by the company in the payment of the said notes, or any of them at the time they become due and payable, or if the company shall fail to pay the interest thereon or any part thereof according to the tenor of said notes, or if the company shall fail faithfully to observe any requirements made of it by these presents, and such default shall continue for the space of ten days, then the amount of the principal of all of said notes secured hereby, together with all accrued and unpaid interest thereon, shall at the option and request of the holders of a majority in amount of the said notes then outstanding, become immediately due and payable, and it shall be lawful for the Trustee to sell and dispose of all and singular the premises, property, rights, privileges and franchises hereby conveyed or intended so to be, or such portion thereof as the Trustee may deem necessary, at public auction in the town of Washburn, county of Bayfield and state of Wisconsin, upon such times as to credits, partial credits and security for the payment as he may think proper or expedient having first given public notice of the time, place and terms of sale, by advertisement printed not less than once a week for at least six consecutive weeks in a newspaper published in said town of Washburn, and no other notices or demands whatsoever to or upon the company shall be necessary. The Trustee shall have the right to adjourn such sale or sales from time to time in his discretion, and after so adjourning to make the sale at the time and place to which the same may be adjourned.

The Trustee is hereby authorized and empowered, either in his own name, or in the name of the company, to make, execute, acknowledge and deliver to the purchaser or purchasers at such sale, a good and sufficient deed or deeds of conveyance of the property so sold, and any sale made as aforesaid will be a perpetual bar, both in law or in equity against the company and all persons claiming through or under it. Out of the proceeds arising from such sale or sales, and the income and profits, if any, the Trustee shall first defray the expenses thereof, together with his just and lawful charges for services and expenses, including reasonable allowance for attorney and counsel fee, and also all advances and expenses reasonably made or incurred by the Trustee, in operating, maintaining or managing the property of the first party while in possession. The balance of said proceeds shall be paid over ratably to and amongst the holders of said notes, so far as the same may be necessary to pay the amounts then due upon the same, for principal and interest computed to the time of making the payment, and if any such proceeds then remain, the remainder shall be paid over to the company or its assigns. It is also agreed that any one or more of the holders of said notes or any party in their behalf, may purchase the property at any sale made as aforesaid, and that the receipt of the Trustee shall be a sufficient discharge to the purchasers.

Article VI. The forgoing provision for sale under the power aforesaid, is cumulative with the ordinary remedy of foreclosure by entry of suit thereof, and the Trustee hereunder may, upon default being made as aforesaid, institute or carry out proceedings to foreclose this instrument by suit or otherwise in such manner as may be authorized by law, for the foreclosure of mortgages, or in the event of foreclosure being had hereunder, there shall be included in any decree that may be rendered in such suit of foreclosure, a reasonable allowance for the services and expenses for the Trustee

together with a reasonable attorneys and solicitors fee in such suit or proceeding, and the company hereby waives any and all rights of redemption now or hereafter provided by the Statutes of the State of Wisconsin.

Article VII. In case of the death resignation or removal from the city of Chicago of the Trustee herein named, Forrest L. Oakley, of the city of Chicago, county of Cook and State of Illinois, is hereby appointed as successor in trust said Trustee, and such successor shall be invested with all the powers, rights, estates and interests hereby granted to or conferred upon the party of the second part by these presents, without any further assurance or conveyance whatsoever.

In Witness Whereof, the Washburn, Bayfield and Iron River Railway Company has caused these presents to be signed by its Vice and Acting President, sealed with its corporate seal, and attested by its Secretary for and in its behalf, the day and year first above written

Washburn, Bayfield and Iron River Railway Company

By Howard Benton
Vice and Acting President

Attest: John A. Jacobs.
Secretary.

State of Wisconsin } ss.
County of Bayfield }

Personally before me this 21st day of April, 1898, came Howard Benton, the vice and acting President of the Washburn, Bayfield and Iron River Railway Company, a corporation, to me known to be the person who as such officer executed the foregoing instrument in the name of said corporation and acknowledged the same to be the duly authorized act of said corporation and also came John A. Jacobs, the Secretary of the Washburn, Bayfield and Iron River Railway Company, a corporation, to me known to be the person who, as such secretary, executed the foregoing instrument in the name of said corporation and affixed its corporate seal thereto, and acknowledged the same to be the

duly authorized act of said corporation. _____

In Testimony Whereof, I have hereunto set my hand and affixed my notarial seal this 21st day of April A. D. 1898.

L. H. Clausen
Notary Public
Bayfield County
Wisconsin

State of Wisconsin } ss.
Department of State }

Received this 22d. day of April A. D. at 2:30 P.M. 1898 and recorded in Vol. 11 of R.R. Mortgages and Trust Deeds on pages 471-480. _____

H. E. Vanderveer
Assistant Secretary of State

Chicago & Milwaukee Railway Company
Appointment as Successor
Trustee,
The Northern Trust Company.

United States of America
State of Illinois } ss.
County of Cook }

Be it remembered, That heretofore to-wit: on the 12th day of April in the year of our Lord one thousand eight hundred and ninety eight the same being one of the days of the April Term of the Superior Court of Cook County the following among other proceedings were had in said Court and entered of record, to-wit: Decree. 159,090. In the Matter of the Petition of certain Holders of Bonds secured by a Trust Deed, dated August 1st, 1863, and made by the Chicago and Milwaukee Railway Company to Frederick Schuchardt and Amasa Stone, Jr., as Trustees, and afterwards Modified by an Indenture between said Chicago and Milwaukee Railway Company and said Trustees, under date December 10th, 1863, for the appointment of a Trustee under said Trust Deed as modified.

This cause coming on to be heard upon the petition of National State Bank of Newark, N. J.; S. S. Palmer

Chicago & Milwaukee Railway Company
Appointment as Successor
Trustee,
The Northern Trust Company.

United States of America
State of Illinois } ss.
County of Cook }

Be it remembered, That heretofore, to-wit: On the 12th day of April in the year of our Lord one thousand eight hundred and ninety eight, the same being one of the days of the April Term of the Superior Court of Cook County, the following among other proceedings were had in said Court and entered of record, to-wit:

Decree. 159,090.

In the Matter of the Petition of certain Holders of Bonds secured by a Trust Deed, dated August 1st, 1863, and made by the Chicago and Milwaukee Railway Company to Frederick Schuchardt and Amasa Stone, Jr., as Trustees, and afterwards Modified by an Indenture between said Chicago and Milwaukee Railway Company and said Trustees, under date December 10th, 1863, for the appointment of a Trustee under said Trust Deed as modified.

This cause coming on to be heard upon the petition of National State Bank of Newark, N. J.; S. S. Palmer

Present:- The Honorable Farlin A. Ball.
Judge of the Superior Court of Cook Co.
Charles S. Deneen
State's Attorney
James Cease
Sheriff of Cook County

Attest: John A. Linn, Clerk,

Trustee of Estate of Moses Taylor, deceased; The Prudential Insurance Company of America; Fidelity Title and Deposit Company; and George Smith by C. Geddes and Jas. H. Smith, his attorneys in fact; filed herein and upon the proofs offered in open court, and the court having heard the same and being fully advised in the premises doth find that on August 1st, 1863, the Chicago and Milwaukee Railway Company executed and delivered a certain Trust Deed to Frederick Schuchardt of New York, in the State of New York, and Amasa Stone, Jr., of Cleveland, in the State of Ohio, as Trustees whereby said Chicago and Milwaukee Railway Company conveyed a certain railroad and property therein described to said Trustees for the purpose of securing certain bonds described in said Trust Deed, and that thereafter on December 10th, 1863, said Chicago and Milwaukee Railway Company and said Schuchardt and Stone, as Trustees under said Trust Deed, executed and delivered a certain Indenture wherein and whereby the clause or portion of said Trust Deed providing substantially as follows, viz: "And in case of the death, resignation removal, refusal or incapacity of such survivor, said party of the first part, its successors or assigns, or the holders of one half or more in amount of said bonds, actually issued, shall have the right to apply to any court exercising equity powers, in said city of Chicago, by petition setting forth the vacancy in said Trusteeship and asking the appointment of a successor to said Trust," was modified and amended so that, in the language of said last mentioned indenture "in case of said Trusteeship becoming vacant, as mentioned in said clause, the application to a court for the appointment of a successor to said Trust, shall only be made by the holders of $100,000 or more, of said bonds, and notice in writing of said application shall be served upon the party of the first part, its successors or assigns." ——————

—And the court doth further find that said Frederick Schuchardt and Amasa Stone, Jr., Trustees as aforesaid, have long been dead and no other Trustee

or Trustees have been appointed in their place or under said Trust Deed and no Trustee or Trustees now exist under said Trust Deed; that the Chicago and Northwestern Railway Company, by various consolidations and conveyances, has become the successor of said Chicago and Milwaukee Railway Company in its corporate character and its property, and has succeeded to and now owns and holds all the franchises and property of said Chicago and Milwaukee Railway Company; that the petitioners in said petition own and hold bonds secured by said Trust Deed in the aggregate amount of two hundred twenty-two thousand dollars ($222,000.00); and that all the other material allegations of said petition are true. ——————

—And the court doth further find that notice in writing of this application was duly and legally served upon the Chicago and Northwestern Railway Company on the second day of February, A. D. 1898; and that copies of said notice were published in the Milwaukee Sentinel, a daily newspaper published in the city of Milwaukee, three times in each week for eight successive weeks commencing on the seventh day of February, A. D. 1898, in the Chicago Times-Herald, a daily newspaper published in the city of Chicago three times a in each week for eight successive weeks commencing on the third day of February, A. D. 1898, and in the New York Press, a daily newspaper published in the city of New York, three times in each week for eight successive weeks commencing on the fourth day of February, A. D. 1898, and that all and singular the other terms and requirements specified to be done by the Trust Deed of August 1st, 1863, and the Indenture of December 10th, 1863, as pre requisites to the appointment of a Trustee in place of the original Trustees have been fully and legally complied with and performed by the petitioners herein ——————

—And the court doth order, adjudge and decree that the Northern Trust Company, a corporation existing under and by virtue of the laws of Illinois, be and it is hereby appointed as Trustee to execute said Trust under said Trust Deed dated August 1st, 1863, as modified by said Indenture of December 10th, 1863, and the court doth hereby vest said Northern Trust Company

with all the estate, rights, powers, and duties of the said Trust Deed as modified, as fully and completely as the same were vested in the said original Trustee by the said Deed of Trust and Indenture modifying the same, upon the condition that said Northern Trust Company cause to be recorded in the offices of the recorders of conveyances of real estate in the various counties through which the line of railroad conveyed by said Trust Deed passes certified copies of this order with an endorsement thereon of its acceptance of the said trust.

State of Illinois } ss.
County of Cook }

I, John A. Linn, Clerk of the Superior Court of Cook County, in and for the State of Illinois, do hereby certify the above and foregoing to be a true, perfect and complete copy of a certain Decree made and entered of record in said court in a certain cause lately pending in said Court on the Chancery side thereof, to-wit: In the matter of the Petition of certain holders of Bonds etc. Petitioners

In Witness Whereof, I have hereunto set my hand, and affixed the seal of said Court, at Chicago, this 13th day of April A.D. 1895.

John A. Linn,
Clerk.

The Northern Trust Company hereby accepts the position and trusts to which it is appointed by the within decree.

The Northern Trust Company.
By Byron L. Smith
President.
Attest: Arthur Hunting.
Secretary

State of Illinois } ss.
County of Cook }

I, Henry H. Young a Notary Public in and for said County, do hereby certify that Byron L. Smith personally known to me to be the President of the Northern Trust Company and Arthur Hunting, personally known to me to be the Secretary of said Company, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day, in person, and severally acknowledged that they as such President and Secretary, signed, sealed and delivered the said instrument as the free and voluntary act of said company, pursuant to authority given by the Board of Directors of said company, for the uses and purposes therein set forth. And I further certify that I know the seal affixed to said instrument to be the corporate seal of said company.

Given under my hand and notarial seal, this twenty-first day of April, A. D. 1895.

Henry H. Young
Notary Public
Cook County
Illinois

State of Wisconsin } ss.
Department of State }

Received this 23d day of April A.D. 1895. at 10:30 A.M. and recorded in Vol. 11 of R. R. Mortgages and Trust Deeds on pages 451-456.

L. E. Sandvenck
Assistant Secy. of State

Indexed

Received this 28th day of April A.D. 1898 at 10 A.M. and recorded in Vol 11 of R.R. Mortgages and [illegible] E. Vandenwerk, Assistant Secretary of State.

Northern Pacific Railway Company

Assignment of Mortgage

to Carl E. Hansen.

For and In Consideration of the sum of Eighteen Thousand, Two Hundred and Seventy-nine and 25/100 Dollars ($18,279.25), this day received, the Northern Pacific Railway Company, a corporation organized under the laws of Wisconsin, hereby assigns to Carl E. Hansen, of New York City a certain mortgage, executed to said Northern Pacific Railway Company by the Washburn, Bayfield and Iron River Railway Company, a corporation, the twenty-sixth day of November, A.D. 1897, and filed and recorded in the office of the Secretary of State of Wisconsin on the twenty-seventh day of November, 1897, at two o'clock P.M. in Volume 11 of Railroad Mortgages and Trust Deeds, on page 400; together with the note and indebtedness therein mentioned, and by said mortgage secured, said indebtedness amounting to the consideration above named, and no more ______

Witness the hand and seal of said Northern Pacific Railway Company this ninth day of April A.D. 1898, acting by its proper officers.

Northern Pacific Railway Company

By C. O. Clark

Treasurer

Attest. W. H. Gemmel

Assistant Secretary

(Corporate Seal)

In presence of

L. T. Chamberlain

Geo. [illegible]

State of Minnesota } ss.
County of Ramsey }

Personally came before me this ninth day of April, A.D. 1898, the above named C. O. Clark, Treasurer, of the Northern Pacific Railway Company and W. H. Gemmell, Assistant Secretary of the Northern Pacific Railway Company, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Levi T. Chamberlain

Notary Public, Ramsey Co. Minn.

(Notarial Seal)

State of Wisconsin } ss.
Department of State }

Washburn, Bayfield and Iron River Railway Co.

Assignment of Trust Deed

Carl E. Hansen Trustee.

Know All Men By These Presents, That for and in consideration of one dollar to me in hand paid, I do hereby grant, bargain, sell, assign and set over unto Carl E. Hansen, of the city of New York, as Trustee, a certain trust deed or mortgage executed by the Washburn, Bayfield and Iron River Railway Company, a corporation organized and existing under the laws of the state of Wisconsin and dated October 30, A.D. 1897, to me, as Trustee, on Section No. One of a certain railroad of the said Railway Company in the county of Bayfield, Wisconsin which deed was duly recorded in the office of the Secretary of State of the state of Wisconsin on the 15th day of November, A.D. 1897, at two o'clock P.M., in Vol. 11 of Railroad Mortgages and Trust Deeds, commencing on page 393.

To Have and To Hold the said mortgage and trust-deed, with all the interest conveyed by the same in and to the property therein described, to the said Carl E. Hansen, Trustee, his successors and assigns, for the use and benefit of the holders of the notes in said trust deed described ______

And I hereby grant, bargain, sell, assign and set over unto the said Carl E. Hansen, as Trustee, all of the interest in the property described in the said trust deed conveyed to me thereby and consent that the said Carl E. Hansen be substituted as Trustee thereunder in my place. ______

And the said Washburn, Bayfield and Iron River Railway Company hereby consents to the above transfer and substitution and that the said Carl E. Hansen be so substituted as such Trustee.

In Witness Whereof, I, the said Charles B. Wood have set my hand and seal, and the said Washburn, Bayfield and Iron River Railway Company has caused these presents to be signed by its Vice and Acting President and its corporate seal to be hereto affixed this 19th day of May, A.D. 1898. ______

In Presence of { Geo. M. Seward   Charles B. Wood (Seal)
A. C. Frost

(Corporate Seal)

As to signature } Chas Quarles. Washburn Bayfield & Iron River
Howard Benton } Geo. A. West: Railway Company. By
Howard Benton
Vice Pr & Acting President

State of Wisconsin } ss.
Milwaukee County }

Personally appeared before me this 19th day of May, A. D. 1895, the above named Howard Benton, to me known to be the person who executed the foregoing instrument on behalf of the said Washburn Bayfield & Iron River Railway Company and to be its Vice and Acting President, and acknowledged the same as the act and deed of said Railway Company.

Chas Quarles
Notary Public
Milwaukee County
Wisconsin

State of Illinois } ss.
County of Cook }

Personally came before me this 23rd day of May, A. D. 1895. the above named Charles B. Wood to me known to be one of the persons who executed the foregoing instrument, and acknowledged the same.

Albert H. Frost.
Notary Public
Cook County
Illinois

State of Wisconsin } ss.
Department of State. }

Received this 25 day of May, A.D. 1895. at 9. A.M. and recorded in Vol. 11 of R. R. Mortgages and Trust Deeds on pages 487 and 488.

L. E. Vandrevenk
Asst. Secy of State.

Wisconsin Central Company

Deed of Release

from

Edwin H. Abbot. Trustee to John A. Stewart, Trustee.

Whereas The Wisconsin Central Company, a railroad corporation organized under the laws of the State of Wisconsin, made, executed and delivered to John A. Stewart of New York, in the county and state of New York, and the undersigned Edwin H. Abbot, then of Milwaukee, in the county of Milwaukee and state of Wisconsin, a certain indenture of trust and mortgage dated July 1st, A. D. 1887, and thereafter duly acknowledged by the proper officers of said Company and recorded on September 22, A. D. 1887, in the office of the Secretary of State of the State of Wisconsin, in Volume T of Railroad Mortgages and Trust Deeds on pages 112 and 134, both inclusive and in the office of the Secretary of State of the State of Minnesota, in General Railroad Records, Book 5 on pages 7 etc., on the 3rd day of October, A. D. 1887, and in the Recording of Deeds for Baraboo County, Michigan on the 14th day of October, A. D. 1887, in Liber B of Mortgages, on pages 52 to 216, inclusive; and

Whereas, the said John A. Stewart and Edwin H. Abbot thereafter entered upon the administration of the trusts under said indenture, dated July 1st, A. D. 1887, and continued therein as joint trustees until the 21st day of May, A. D. 1895, and, pursuant of the provisions of said mortgage or deed of trust, the undersigned, Edwin H. Abbot, did on said day resign and discharge himself of said trusts and declare that such resignation should take effect as of that day, all with the consent and approval of the Wisconsin Central Company and of his associate trustee.

Now, Therefore in consideration of the premises and of One Dollar to me in hand paid, I, Edwin H. Abbot, formerly Trustee as aforesaid, do hereby convey, assign, transfer and set over unto said John A. Stewart of the city, county and state of New York, associate trustee with me as aforesaid, all my right, title and interest as such trustee

under said indenture of trust and mortgage dated July 1, A. D. 1887, in and to any and all the property therein mentioned and described. ___

To Have and To Hold the same unto said John A. Stewart his successor and successors and assigns, to his and their use, benefit and behoof upon the trusts in said instrument expressed. ___

Witness my hand and seal, this 23rd day of May A. D. 1898. ___

Edwin H. Abbot.

In presence of { Charles M. Morris
Edgar C. Hoe.

State of Wisconsin } ss.
Milwaukee County }

___ On this 31st day of May A. D. 1898 x (see margin) personally, known to be the person described in and who executed the foregoing instrument, and acknowledged the same. ___

x appeared before the above named Edwin H. Abbot, to me personally

(Notarial Seal)

Edgar C. Hoe
Notary Public
Milwaukee County
Wisconsin

State of Wisconsin } ss.
Department of State }

___ Received this 7th day of June, A. D. 1898 at 2:30 P. M., and recorded in Vol. N of R.R. Mortge and Trust Deeds on page 489 and 490. ___

G. E. Vandercook
Assistant Secretary of State

Agreement of Lease, made at Hartford in the State of Connecticut, this First day of March A. D. Eighteen Hundred and Eighty-four, by and between The Central Car Company, a corporation duly created and organized under and by the laws of the State of Connecticut, party of the first part, and The Wisconsin Central Railroad Company a corporation duly created and established under and by the laws of the State of Wisconsin, party of the Second Part and John A. Stewart and Edwin H. Abbot, as they are Trustees in possession of the Wisconsin Central Railroad, under the Mortgage thereupon dated July 1st A. D. 1871, parties of the third part; Witnesseth, That. ___

Whereas, said Car Company is the owner of all the rolling stock and motive power described, in the schedule hereto annexed and made part hereof, and is willing to lease the same as hereinafter set forth to said Railroad Company, and said Trustees are willing, for and during the period of their remaining as such Trustee in possession of the Wisconsin Central Railroad, to retain in operation, and keep and use the demised property upon the terms hereinafter set forth, and to pay to the lessor the rental therefor, which is hereinafter stipulated and reserved:- ___

Now Therefore, it is hereby agreed by and between the parties above mentioned, ___

First. The Wisconsin Central Railroad Company, for and in consideration of the delivery to it and its receipt of the rolling stock and motive power hereinafter described, which is specifically enumerated in the Schedule thereof hereto annexed and now made part of this lease, and for and in consideration, as well of the sum of One Dollar to it paid by The Central Car Company at and before the sealing and delivery hereof, receipt of which is hereby acknowledged, as of the agreements hereafter mentioned to be kept and performed by said Car Company, agrees to lease, upon the terms hereinafter stated, all the rolling stock and motive power described in said schedule, whenever and as soon as said Trustees shall elect to, and shall surrender the same to said Company together with the possession of the Wisconsin Central Railroad under the

plan of organization thereof adopted by said Trustees on October first A. D. Eighteen Hundred and Seventy-nine and doth by these presents covenant and agree with the lessor that, upon receipt by it of said property as aforesaid from said Trustees, this lease and all the covenants of this Railroad Company shall forthwith take effect and bind the said Railroad Company thereafter to performance thereof, and also as follows:-

1. Said Railroad Company admits that said rolling stock is now and shall at the time when said company receives delivery of the same from said Trustees, be accepted and received by said Company as in thorough good order and repair, and worth the full value of One Million Dollars ($1,000,000.) at the current market price of such rolling stock and motive power; and said railroad Company agrees to maintain all said rolling stock and motive power mentioned and described in said schedule, and all such other rolling stock and motive power as shall during the term of this lease be from time to time substituted in place thereof, in thorough good order and repair; so that the same shall be and continue as good as new rolling stock and motive power of the same pattern; and further agrees to insure, and insures, the same and every part of the demised property against all loss and injury by fire, or other casualty, during the time of this lease; and further agrees to indemnify said Car Company against all depreciation thereof by wear and tear and use thereof during the time of this lease and any and all extensions of this lease; and further agrees to pay for and as rental upon the rolling stock and motive power, which is enumerated and described in said schedule, upon the fifth day of each month for the calendar month next preceding, the sum of Seventy-five Hundred Dollars ($7500) each month during the time of this lease, and at the same rate for such further time as said railroad Company shall retain and use the same prior to the final payment of the principal value thereof as stipulated herein to be paid therefor; and further

agrees that it will, at the expiration of Ten (10) years from the date hereof, at the option of said Railroad Company, interpay therefor to said Car Company the sum of One Million Dollars ($1,000,000.) in gold coined money of the United States on the First day of March A. D. Eighteen Hundred and Ninety-four, or extend this lease upon the same terms and conditions as are herein expressed for the further term of Ten (10) years from said date last named; and said railroad company further agrees that it shall and will, at its own proper cost and charge maintain and keep all of the said rolling stock and motive power by it at any time held under this lease in thorough good order and repair at all times, and will cause the same to be numbered and lettered on the body thereof as stated in the schedule hereto annexed, and to be kept so numbered and lettered thus, to-wit:- "The Central Car Company, Owners," and shall and will replace by, and re-mark, at its own cost, other rolling stock of equal value, and of like material, character and construction any that may be destroyed by accident while in its service or under its control or management or while connecting or other railroads, and will insure at its own expense said rolling stock and motive power in such companies and to such amounts as shall be satisfactory to the lessors, and, if required will make said insurance payable to the lessor when and as such loss, if any, occurs; and agrees that it does itself hereby insure the same to said Car Company, and that it shall and will through its General Manager or other proper officer or agent, furnish to said Car Company once in every year during the continuance of this contract, an accurate statement of the number and description of the said rolling stock and motive power, and of all other rolling stock and motive power which it shall then have in actual service belonging to the lessor together with the number and description of all that shall, if any have been destroyed by accident and the number repaired during the preceding year, and also the number then undergoing repairs or in the shops for repairs; and further agrees that said Car Company shall have the right to inspect the said rolling stock and motive power from time to time during the continuance of this

lease by any person or agent by the lessee nominated and appointed and that such person or agent shall be entitled to free passage over the railroad and branch lines of the lessee while making such inspection. _____

2. Said Railroad Company further agrees that, in case the lessee shall make default in the payment of any part of said rent for more than thirty (30) days after the same shall become due and payable, or shall fail or refuse to comply with any of the covenants herein on its part to be kept and performed, said Bar Company or its assigns, may by its attorneys, servants and agents enter upon the railroads and premises of the lessee, and take possession of all the said rolling stock and motive power, and withdraw the same from the said railroad, and make such disposition of the said rolling stock and motive power as the lessee shall then direct, and the said lessee shall thereupon cease to have any rights or remedies under this contract, but all such rights and remedies shall be deemed thereafter to have been waived and surrendered by the said lessee and as payment thereafter made by the lessee for the rent or use of said rolling stock and motive power, or any portion thereof, shall in case of such default on the part of the lessee, and such repossession by the lessor, give to the lessee any legal or equitable interest or title in or to the said rolling stock, or motive power, or any part thereof, or any cause or right of action, at law or in equity, against the lessor, or the managers or the shareholders thereof, and said repossession by the lessor shall not be a bar to recover the rent actually due for the same prior to the time of such repossession after such default and at the same rate for such further time as the said rolling stock and motive power, or any portion thereof, shall remain in the possession of the said lessee; and it is further agreed that said rights hereinbefore specified shall be cumulative and in addition to all other rights at law and equity vested in the said lessor, as the legal owner of said rolling stock and motive power, as well for damages as for specific performance of the agreements herein contained; and it is further agreed that said Bar Company and its assigns shall be entitled, at its or their option, to a decree of specific performance of this contract, if it so elect, to enforce the same instead of proceeding to claim damages against the lessee for breach of this contract as aforesaid. _____

3. It is hereby further provided, understood and agreed by and between the said parties hereto that, in the event that all of the said rolling stock shall not be paid for by said lessee in accordance with the terms of this lease when and as the same is to be paid, then, and in such case, this lease shall be and remain in full force and effect as to so much of such rolling stock and motive power herein described and hereby demised as shall not be so paid for, excepting only that in lieu and instead of the monthly payments of rent herein specified, said lessee shall pay a proportionate part thereof respectively calculated upon the basis of the number and proportionate value of the cars and locomotives by said lessee so as aforesaid not then paid for.

4. It is further agreed that the said Railroad Company becomes party to this lease upon the condition and distinct understanding and agreement that it shall not and does not assume or incur any liability or responsibility for the application or non-application of the said rent or sums of money to be paid by it to said lessor as in this lease provided, and that, upon the payment by the said lessee of all said monthly rental and of the principal sum of money as herein provided, that then and in such case, without any further payment by the said lessee, the title to said rolling stock and motive power shall thereupon vest in said railroad company, and said Bar Company and its assigns, shall and will thereupon forthwith release and transfer the said rolling stock and motive power to the said railroad company, and that all the said rolling stock and motive power hereby leased shall thereupon become the absolute property of the said railroad company without any principal sum of One Million Dollars ($1,000,000.), together with all rental previously earned, shall have been paid as herein provided, and that neither said Bar Company, nor any of its stockholders, nor its assigns, shall have any further claim nor or interest in same. _____

Second. The said Bar Company doth hereby let, demise and lease to the Wisconsin Central Railroad Company for and upon the terms hereinbefore stated and for the period and upon the rental hereinbefore stipulated, with

right of extension as provided herein, all the rolling stock and motive power hereinbefore scheduled and described and referred to; and also consents and agrees, That said Trustees, parties of the third part, whenever they actually deliver possession of the Wisconsin Central Railroad to the Wisconsin Central Railroad Company, pursuant to the plan of re-organization of said Wisconsin Central Railroad hereinbefore referred to, may also deliver all said rolling stock and motive power (schedule of which is hereto annexed), together with all additions to and substitutions in the same to said Wisconsin Central Railroad Company, to be by said Wisconsin Central Railroad Company owned, held, used and employed upon the terms and conditions of this agreement; and further agrees that, whenever and so soon as said John A. Stewart and Edwin H. Abbot, as Trustees, the survivor and successor of them, shall actually surrender possession of the demised rolling stock and motive power to the Wisconsin Central Railroad Company, for operation and use by said Company under the terms of this agreement, then said Trustees, and each of them, their and his survivor, successor and successors, shall from and after the delivery of possession of said demised property to the Wisconsin Central Railroad Company, be themselves, their survivor, successor, successors and assigns and each of them, thenceforth forever released and discharged from any and all liability and responsibility growing out of their having hereto fore received from said Bar Company said rolling stock and motive power, or some part thereof, under temporary arrangement with said Bar Company for its use upon the Wisconsin Central Railroad during their possession thereof, as Trustees, and also from any and all further liability and responsibility growing out of this agreement and any and all provisions thereof or out of any action had or done by them or either of them while they were in possession of the demised property or any portion of the same.

Third. Said John A. Stewart and Edwin H. Abbott Trustees, parties of the third part, agree, That so long as they continue in possession of the Wisconsin Central Railroad as Trustees under the First Mort-

gage Bonds now dated July first A. D. Eighteen Hundred and Seventy-one, they will pay at the rate of Seventy-five hundred Dollars ($7,500) per month for the use of the rolling stock and motive power described in the schedule hereto annexed and of any and all substitutions therein made, reserving however the right at their pleasure, to deliver possession thereof to the Wisconsin Central Railroad Company as hereinbefore provided, and to release themselves by such delivery of and from all further liability and responsibility whatsoever growing out of their having received, used or employed at any time, or in any way said rolling stock and motive power or any portion thereof.

In Witness Whereof the Wisconsin Central Railroad Company has caused these presents to be signed by Charles L. Colby its Treasurer and the Central Bar Company has caused these presents to be signed by Henry F. Spencer its Treasurer and each and corporation has caused its corporate seal to be hereto affixed and said John A. Stewart and Edwin H. Abbot as they are Trustees in possession of the Wisconsin Central Railroad under the First Mortgage thereof dated July first A. D. Eighteen Hundred and Seventy-one have hereunto set their hands and seals in token of their corporate Trusts. This first day of March A. D. Eighteen Hundred and eighty-four as Mortgagors in the State of Connecticut.

Signed, sealed and delivered in presence of Chas. E. Perkins

The Central Bar Company
By Henry F. Spencer
Treasurer

Central Bar Co. Seal of 1878.

Wisconsin Central Railroad Company
By Chas. L. Colby
Treasurer

John A. Stewart
Edwin H. Abbot
Trustees in possession of Wis. Cen. R. R.

State of Wisconsin } ss.
Department of State }

Received this 10th day of June A. D. 1878, at 10 A. M. and recorded in Vol. 14 of R. R. Mortgages and Trust Deeds on page 491.

H. E. Vanderzee
Assistant Secretary of State

Schedule of Motive Power & Rolling Stock

now on the Wisconsin Central Railroad and entered in lease by the Central Car Company to Wisconsin Central Railroad Company and Trustees dated March first A.D. Eighteen hundred and Eighty-four (1884). _____

Twenty-four (24) Locomotive Engines numbered twenty-two (22) to thirty (30), thirty-two (32) to thirty-five (35), thirty-seven (37) to forty (40), forty-two (42) to forty-five (45) and forty-seven (47) to forty-nine (49), all inclusive. _____

Four hundred and forty (440) Flat Cars numbered five hundred and one (501) to five hundred and fifty-nine (559), six hundred and seven (607) to thirteen hundred and five (1305), thirteen hundred and nineteen (1319) to fourteen hundred and thirty seven (1437), all these cars bearing odd numbers and all these numbers being inclusive.

Fifty-five (55) Coal Cars numbered thirteen hundred and seven (1307) to thirteen hundred and eleven (1311), thirteen hundred and fifteen (1315) to thirteen hundred and seventeen (1317), and fourteen hundred and thirty-nine (1439) to fifteen hundred and thirty-seven (1537), all these cars bearing odd numbers and all these numbers being inclusive. _____

Seven hundred and thirty-six (736) Box Cars numbered three hundred and two (302) to five hundred and fifty (550), six hundred and twelve (612) to ten hundred and twelve (1012) ten hundred and sixteen (1016) to fourteen hundred and seventy-six (1476), fourteen hundred and eighty (1480) to sixteen hundred and ten (1610) sixteen hundred and eighteen (1618) to sixteen hundred and thirty-two (1632), sixteen hundred and thirty-six (1636) to sixteen hundred and sixty-six (1666), sixteen hundred and seventy (1670) to eighteen hundred and forty-six (1846), all these cars bearing even numbers and all these numbers being inclusive.

Six (6) First Class Coaches numbered twelve (12) thirteen (13), fourteen (14), nineteen (19), twenty (20) and twenty-one (21).

Two (2) Parlor Cars numbered Thirty-two (32) and thirty-three (33). _____

Ten (10) Second Class Coaches numbered fifteen (15), sixteen (16), twenty-two (22), twenty-three (23), twenty-six (26), twenty seven (27), twenty-eight (28), twenty-nine (29), thirty (30) and thirty one (31). _____

Six (6) Baggage Cars numbered eight (8), ten (10), eleven (11), twelve (12), fourteen (14) and sixteen (16).

Four (4) Baggage, Mail and Express Cars numbered five (5), six (6), seven (7) and nine (9). _____

Four (4) Caboose Cars numbered sixteen (16), seventeen (17), eighteen (18) and nineteen (19). _____

Five (5) Sleeping Cars numbered forty-one (41), forty-two (42), forty-three (43), forty-four (44) and forty-five (45). _____

Equipment in process of construction under contracts for future delivery, and to be added in detail to this schedule when delivered, to amount of, say, Thirty-six Thousand One Hundred and fifty-one and eighty-five hundredths dollars ($36.151 85/100). March 1. 1884. _____

In presence of
Chas. E. Perkins

The Central Car Company
By Henry F. Spencer
Treasurer
Wisconsin Central Railroad Co.
By Chas. L. Colby
Treasurer
John A. Stewart } Trustees in
Edwin H. Abbot } possession of the Lands

State of Wisconsin } ss.
Department of State

Received this 10th day of June A.D. 1884, at 10 A. M. and recorded in Vol. 77 of R.R. Mortgages and Trust Deeds on page 498. _____

G. E. Vandercook
Assistant Secretary of State

Agreement of Lease

Made at Hartford in the State of Connecticut, this first (1st) day of July A. D. Eighteen hundred & Eighty seven (1887) by and between The Central Car Company, a corporation duly created and organized under and by the laws of the State of Connecticut, party of the first part, and The Wisconsin Central Company, The Wisconsin Central Railroad Company, The Wisconsin and Minnesota Railroad Company, The Minnesota, St. Louis & Wisconsin Railroad Company, The Penokee Railroad Company, The Milwaukee and Lake Winnebago Railroad Company, and The Chicago, Wisconsin & Minnesota Railroad Company, each being a railroad corporation duly created, organized and existing in the States of Wisconsin, Minnesota, Illinois and Michigan, and known as the Wisconsin Central Associated Lines, and jointly and severally entering into the agreement hereinafter written, parties of the second part, and also John A. Stewart and Edwin D. Abbot, as they are trustees in possession of the Wisconsin Central Railroad under its indenture of Trust and mortgage dated the 1st day of July, A. D. 1871, and now operating said railroad thereunder, and being also lessees of The Milwaukee and Lake Winnebago Railroad under lease thereof dated March 27th A. D. 1872, parties of the third part,

Witnesseth, That.

Whereas said Car Company is the owner of all the rolling stock and motive power described in the schedule hereto annexed and made part hereof, and is willing to lease the same as hereinafter set forth to said Railroad Companies, upon their joint and several obligations and agreements as hereinafter set forth and said Trustees, parties of the third part, are willing for and during the period of their remaining as such trustees and lessees in possession and operation of the Wisconsin Central Railroad and the Milwaukee and Lake Winnebago Railroad to retain in operation and use the demised property upon the terms hereinafter set forth, and said parties of the second part jointly and severally, during the term of this lease, and said parties of the third part, during the period of their operating said Wisconsin Central Railroad and Milwaukee and Lake Winnebago Railroad as aforesaid, are willing to pay and agree to pay, to the lessor the rental therefor which is hereinafter stipulated and reserved.

Now, Therefore it is hereby agreed by and between the parties above mentioned,

First. Said second and third parties, for and in consideration of the delivery to them and their receipt of the rolling stock and motive power hereinafter described and specifically enumerated in the schedule hereto annexed and now made part of this lease, and in further consideration of the sum of One Dollar to them paid by said Central Car Company, the party of the first part, at or before the sealing and delivery hereof, receipt of which is hereby acknowledged, and also of the agreements hereinafter mentioned to be kept and performed by said first party, do hereby agree to lease, upon the terms hereinafter stated, and do hereby lease, all the rolling stock and motive power described in said schedule, and do by these presents covenant and agree that all the covenants hereinafter contained shall forthwith take effect and bind jointly and severally the several railroad companies, parties of the second part to performance thereof, and said third parties covenant and agree to be bound in like manner for and during the period of their remaining in possession and operation of the Wisconsin Central Railroad and Milwaukee and Lake Winnebago Railroad as Trustees and lessees thereof.

Second. Said second and third parties admit that said rolling stock and motive power is now accepted and received by them in thorough good order and repair, and is worth the full value of One Million Dollars ($1,000,000.) at the current market price of such rolling stock and motive power, and jointly and severally agree to maintain all said rolling stock and motive power, enumerated and described in said schedule, and all such other rolling stock and motive power as shall during the term of this lease, be from time to time substituted in place or instead thereof, in like thorough good order and repair, so that the same shall be and continue as good as new rolling stock and motive power of the same kind during the entire term of this lease.

And they further jointly and severally agree to insure

and do hereby insure, the same, and every part of the demised property against all loss and injury by fire or other casualty during the term of this lease; and further agree to indemnify said first party against all depreciation thereof by wear and tear and use thereof during the time of this lease and all extensions of this lease; and further agree jointly and severally to pay for and as rental upon all rolling stock and motive power which is enumerated and described in said schedule upon the fifth day of each month for the calendar month next preceding, the sum of Seventy-five Hundred Dollars ($7500.) during each month in the time of this lease and at the same rate for such further time as said second and third parties, or either of them, shall retain and use the same, prior to the final payment of the principal value thereof as stipulated hereinafter to be paid therefor; and said second parties further agree that they will, at the expiration of ten (10) years from the date hereof, to-wit, upon the first day of July A. D. 1897, at the option of said second parties, pay therefor to said first party the sum of One Million Dollars ($1,000,000.) in gold coined money of the United States on said first day of July, A. D. 1897 or will extend this lease upon the same terms and conditions as are herein expressed for the further and additional term of ten (10) years from said date hereof; but they agree absolutely at the expiration of said second time to pay said sum of One Million Dollars ($1,000,000.) as aforesaid on the first day of July, A. D. 1907, if said lease shall be extended until that time. And said second and third parties further agree that they will, at their own proper cost and charge, maintain and keep all of said rolling stock and motive power, by them at any time held under this lease, in thorough good order and repair at all times, and will cause the same to be numbered and lettered on the body thereof as stated in the schedule hereto annexed, and to be kept so numbered and lettered thus, to-wit: "The Bethel Bar Company, Owner"; and shall and will replace by and renewals, at their own cost, other rolling stock of equal value and of like material, character and

construction, to the satisfaction of said first party, if any of said rolling stock hereinafter described shall be destroyed by accident while in the service of the second or third parties, or under their control and management, or while upon connecting or other railroads. And said second and third parties further agree to insure, at their own expense, said rolling stock and motive power in such companies and to such amounts as shall be satisfactory to said first party, and, if required will make said insurance payable to said first party as and as such loss, if any, shall occur. _____

And said second and third parties further agree that they do themselves hereby insure the same to said first party and that they will, through their General Manager or other proper officer or agent, furnish to said first party, once in every year, during the continuance of this lease, an accurate statement of the number and description of all said rolling stock and motive power, and of all other rolling stock and motive power, which they shall then have in actual service belonging to said first party together with the number and description of all parts thereof that shall, if any, have been destroyed by accident and also the number and description of such rolling stock as shall have been repaired during the preceding year, and also the number thereof then undergoing repairs or in the shops for repairs; and said second and third parties further agree that said Bar Company shall have the right to inspect the said rolling stock and motive power from time to time during the continuance of this lease by any person or agent by said first party duly nominated and appointed, and that such person or agent shall be entitled to free passage over the railroad and leased lines of the parties of the second and third parts, and each of them, while making such inspection. _____

Third. Said second and third parties further agree that in case they, or either of them, shall make default in the payment of any part of said rent for more than thirty (30) days after the same shall have become due and payable, or shall fail or refuse to comply with any of the covenants herein on their part to be kept and performed, said first party, or its assigns, may

by their attorneys, servants and agents, enter upon the railroads and premises of the said second parties and take possession of all the said rolling stock and motive power, and withdraw the same from the said railroads and make such disposition of the said rolling stock and motive power as said first party shall deem direct, and the said second and third parties shall thereupon cease to have any rights or remedies under this contract, but all such rights and remedies shall be deemed thenceforth to have been waived and surrendered by said second and third parties, and no payment theretofore made by them for the rent or use of said rolling stock and motive power, or any portion thereof, shall, in case of any default on the part of said second and third parties or either of them, give to said second and third parties, or either of them, any legal or equitable interest or title in or to the said rolling stock and motive power, or any part thereof, or give any cause or right of action at law or in equity against said first party or the managers or the shareholders thereof, and said re-possession, if taken by the lessor, shall not be or be to recover the rent actually due for such time, or so much thereof as is prior to the time of such re-possession after such default in payment of rent; and said second and third parties further agree to pay at the same rate for such further time as said rolling stock and motive power, or any portion thereof shall remain in their possession after the expiration of this lease; and it is further agreed that said rights hereinbefore specified shall be cumulative and in addition to all other rights at law or in equity which are vested in said lessor as the legal owner of said rolling stock and motive power and shall extend as well for damages as for specific performance of the agreements herein contained; and it is hereby further expressly agreed that said first party, and its assigns, shall be entitled, at its or their option, to a decree of specific performance of the terms of this contract, if said first party shall so elect, to enforce the performance thereof instead of proceeding to claim damages against said second parties for breach of this contract.

Fourth. It is hereby further provided, understood and agreed by and between the parties hereto that in the event that all of the said rolling stock and motive power shall not be paid for by said second parties, in accordance with the terms of this lease, when and as the same is to be paid, then and in such case this lease shall be and remain in full force and effect as to so much of said rolling stock and motive power herein described and hereby demised, and as to all new rolling stock and motive power from time to time substituted hereunder for that which is described in said schedule hereto annexed, as shall not be paid for, excepting only that in lieu and instead of the monthly payments of rent herein specified of Seventy-five Hundred Dollars ($7,500.) per month, said second parties shall pay a proportionate part thereof respectively calculated upon the basis of the number and proportionate value of the cars and locomotives by said second parties so as aforesaid not then paid for.

Fifth. It is further agreed that said second parties shall not and do not assume or incur any liability or responsibility for the application or non-application of the rental and sums of money to be paid by them to said first party, as in this lease provided, after the same shall have been so paid, and that, upon the payment by them of all said monthly rental and of the principal sum of money hereinbefore stipulated, then and in such case, without any further payment or action taken by said second parties, the title to said rolling stock and motive power shall thereupon vest in said second parties, and said first party, and its assigns, shall and will thereupon forthwith release and transfer their title to the said rolling stock and motive power to the said second parties, or to such one of said second parties as said second parties shall then designate and jointly select, and that all the said rolling stock and motive power hereby leased shall thereupon become the absolute property of said second parties or of the party so selected as aforesaid to become title thereto, whenever said principal sum of One Million Four Dollars ($1,000,000.), together with all rentals previously earned, shall have been paid as herein provided to said first party and that thereafter neither said first party nor any of its shareholders nor its assigns

shall have any further control over or interest in the demised premises.

Sixth. The Wisconsin Central Company, party of the first part hereby let, demise and lease to the said parties of the second part and of the third part, for and upon the terms hereinbefore stated, and for the periods and upon the rental hereinbefore stipulated, together with right of extension of this lease as hereinbefore provided, all the rolling stock and motive power hereinafter scheduled and described; and said first party also covenants and agrees that whenever said Trustees, parties of the third part, shall actually deliver possession of the Wisconsin Central Railroad to the Wisconsin Central Railroad Company, pursuant of the plan of re-organization of said Wisconsin Central Railroad adopted and accepted by said Trustees on the first day of October, A. D. 1894, said Trustees may also deliver all said rolling stock and motive power hereinafter scheduled, together with all additions to and substitutions for the same to said Wisconsin Central Railroad Company, to be by said Wisconsin Central Railroad Company received, held, used and employed upon the terms and conditions of this agreement so far as it has any separate and independent right in and to the same, as one of the joint and several second parties hereto. And said first party further agrees that whenever and as soon as Edward Stuart and Edwin D. Abbot, Trustees as aforesaid the survivor and successor of them, shall actually surrender possession of the demised rolling stock and motive power to the Wisconsin Central Railroad Company for operation and use by said Company under the terms of this agreement, then said Stuart and Abbot, Trustees, and each of them, and his survivor successor and successors shall, from and after the delivery of possession of said demised property to the Wisconsin Central Railroad Company, be thereby relieved, their survivor, successor, successors and assigns and each of them, thereafter forever released and discharged from any and all liability and responsibility growing out of this lease having ever heretofore received from said first party said rolling stock and motive power, or any portion thereof, under temporary arrangement with said first party for use thereof upon said Wisconsin Central Railroad during said Trustees' time of possession thereof and also shall be forever released and discharged from any and all further liability and responsibility growing out of this agreement, and from any and all provisions thereof, or out of any action had or taken by them, or either of them, while they were in possession of the demised premises or any portion of the same.

Seventh. Said John A. Stewart and Edwin D. Abbot, Trustees, parties of the third part, agree that so long as they continue in possession of the Wisconsin Central Railroad as Trustees under said first mortgage, dated July 1st, A. D. 1871, they will pay or cause to be paid, at the rate of Seventy-five Hundred Dollars ($7500.) per month, for the use of the rolling stock and motive power described in the schedule hereto annexed, and for the use of any and all substitutions therein made, but said Trustees reserve to themselves the right, at their pleasure, to deliver possession of the demised premises, so far as the same shall be in the possession of said Trustees, to the Wisconsin Central Railroad Company, as hereinbefore provided, and thereby to release themselves, by such delivery, of and from all further liability and responsibility whatsoever to said first party, its successors or assigns growing out of said Trustees having ever received, used or employed at any time, or in any manner, said rolling stock and motive power, or any portion thereof.

Eighth. Said second parties hereby agree with the Wisconsin Central Railroad Company and said John A. Stewart and Edwin D. Abbot, Trustees in possession of the Wisconsin Central Railroad and lessees of the Milwaukee and Lake Winnebago Railroad, that said second parties will, and do hereby assume and perform indenture and agreement of lease made at Hartford in the State of Connecticut and dated the 1st day of March, A. D. 1884, by and between said first party and the Wisconsin Central Railroad Company and said Stewart and Abbot, Trustees, and said second parties do hereby covenant and agree to pay to said first party the rental therein reserved, and to perform all the agreements, stipulations and requirements

entitled in said lease dated March 1st. A. D. 1874, and do agree to and with said Wisconsin Central Railroad Company and said Stewart and Abbot, Trustees, hereafter from the terms, conditions, stipulations and payments therein reserved to be made, and the Central Railroad Company does hereby accept the parties hereinnamed as second parties to this agreement of July 1st. A. D. 1877, as assignees of said lease of March 1st. 1874, in substitution for the parties named as second and third parties in said lease of March 1st. A. D. 1874, provided however, that nothing herein contained shall release said Wisconsin Central Railroad Company and said Stewart and Abbot, Trustees, from any liability in which they may have severally assumed as one of the second or third parties to this present agreement.

In Witness Whereof, the Wisconsin Central Railroad Company, the Wisconsin and Minnesota Railroad Company, the Minnesota, St. Louis and Wisconsin Railroad Company, the Penokee Railroad Company, the Milwaukee and Lake Winnebago Railroad Company and the Chicago, Wisconsin and Minnesota Railroad Company, known as the Wisconsin Central Associated Lines, have caused these presents to be signed by Charles L. Colby, their President, and the Central Iron Company has caused these presents to be signed by Henry F. Spencer, its Treasurer, and each said corporation has caused its corporate seal to be hereunto affixed, and said John A. Stewart and Edwin H. Abbot as they are Trustees in possession of the Wisconsin Central Railroad under the first mortgage thereof dated July 1st. A. D. 1871, have hereunto set their hands and seals in token of their consent hereto, this first day of July, A. D. Eighteen Hundred and eighty-seven (1887), at Hartford in the State of Connecticut.

Wisconsin Central Company.
By Chas. L. Colby
President

Attest: Howard Morris
Assistant Secretary.

Wisconsin Central Railroad Company
By Charles L. Colby
President.

Attest. Howard Morris
Assistant Secretary
Wisconsin and Minnesota Railroad Company
By Chas L. Colby
President.

Attest. Howard Morris
Assistant Secretary
Minnesota St. Louis and Wisconsin Railroad Company
By Chas L. Colby
President

Attest. Howard Morris
Assistant Secretary
Penokee Railroad Company
By Joseph L. Colby
President

Attest. Howard Morris
Secretary
Milwaukee and Lake Winnebago Railroad Company
By Chas. L. Colby
President.

Attest. Howard Morris
Assistant Secretary.
Chicago, Wisconsin and Minnesota Railroad Company
By Chas. L. Colby
President

Attest: Howard Morris
Assistant Secretary
The Central Iron Company
By Henry F. Spencer
Treasurer.

John A. Stewart } Trustees in pos-
Edwin H. Abbot } session.
Wis. Cen. R. R.

Schedule of Motive Power and Rolling Stock now on the railroads of The Wisconsin Central Associated Lines and embraced in the lease by The Central Lines Company to The Wisconsin Central Company, The Wisconsin Minnesota Railroad Company, The Wisconsin and Minnesota Railroad Company, The Penokee Railroad Company, The Milwaukee and Lake Winnebago Railroad Company, and The Chicago, Wisconsin and Minnesota Railroad Company, known as The Wisconsin Central Associated Lines, and John A. Stewart and Edwin H. Abbot Trustees of The Wisconsin Central Railroads and Lessees of The Milwaukee and Lake Winnebago Railroad, dated July 1st., A. D. Eighteen Hundred and Eighty seven (1887).

Amount of difference between The actual and estimated costs of The following described rolling stock and motive power described and included in lease of March 1st., 1884, as "equipments in process of construction", to-wit:-

One (1) Locomotive Engine numbered Forty-one (41);

Six (6) Box cars numbered Eighteen Hundred and Forty-eight (1848) to Eighteen Hundred and Fifty-three (1853), said numbers and both numbers inclusive;

One (1) First class coach numbered Forty-eight (48);

Two (2) Parlor cars numbered Thirty-four (34) and Thirty-five (35);

Two (2) Combination Passenger and Baggage cars numbered Twenty-four (24) and Forty-six (46);

One (1) Chair car numbered Forty-one (41);

Four (4) Baggage, Mail and Express cars numbered Thirteen (13), Nineteen (19) and Twenty (20); the actual cost of which is ..... $ 37,257.20
estimated in lease of March 1st., 1884.
as of the value of ..... $ 36,151.85
leaving to be comprised herein ..... $ 1,105.35

Money spent for upholstery on Parlor cars numbered Thirty-four (34), Thirty-five (35) and Forty-one (41) and included in lease of March 1st., 1884 ..... $ 1,211.94

Six (6) Switching Locomotive Engines (Schenectady) numbered Seventy-five (75) to Eighty (80), both numbers inclusive of the value $ 41,250.00 $ 2,318.24

Twelve (12) Locomotive Engines (Schenectady), numbered Eighty-one (81) to Ninety-two (92), both numbers inclusive, of the value of $92,766.00

Seven Hundred and Fifty (750) Box cars, numbered Two Thousand Nine Hundred and Sixty (2,960) to Three Thousand One Hundred and Fifty-eight (3,158), Three Thousand Two Hundred (3,200) to Three Thousand Seven Hundred and Ninety-eight (3,798) and Three Thousand Eight Hundred and eight (3,808) to Four Thousand Five Hundred and Six (4,506), all these cars bearing even numbers and all these numbers being inclusive, of the value of $317,887.00

Thirty-six (36) Window Ware bars (B. & S. Mfg. Co.) Three Thousand One Hundred and Sixty (3,160) to Three Thousand One Hundred and Ninety-eight (3,198), Three Thousand Eight Hundred (3,800) to Three Thousand Eight Hundred and Six (3806), and Four Thousand Five Hundred and Eight (4,508) to Four Thousand Five Hundred and Thirty (4,530), all these cars bearing even numbers, and all these numbers being inclusive, of the value of 17,000.00

Fifty (50) Coal bars (Wilmington Co.) numbered Nine Hundred and Thirty-nine (939) to Two Thousand and Thirty-seven (2,037), all these cars bearing odd numbers and all these numbers being inclusive, of the value of 7,650.00

Fifty (50) Furniture bars (B. & S. Mfg. Co.) numbered Four Thousand Five Hundred and Thirty-two (4,532) to Four Thousand Six Hundred and Thirty (4,630), all these cars bearing even numbers and all these numbers being inclusive of the value of 29,500.00

Two Hundred (200) Stock bars (Pullman), numbered Five Thousand Two Hundred and Forty (5,240) to Five Thousand Six Hundred and Thirty-eight (5,638), all these cars bearing even numbers and all these numbers being inclusive, of the value of 62,000.00

Four Milk bars (B. & S. Mfg. Co.) numbered Twenty-seven (27), Twenty-eight (28) and Twenty-nine (29), of the value of 6,900.00

State of Wisconsin } ss. Department of State } Received this 10th day of June, A.D. 1895, at 10 A.M. and recorded in Vol. 11 of R.R. Mortgages, Trust Deeds on page 500 to 5?? incl.
L. E. Vandervoort, Assistant Secretary of State.

Two (2) Chair Cars (B & S. Mfg. Co.) numbered Sixty-five (65) and Sixty-six (66), of the value of . . . . $ 12,545.00

Seven (7) Sleeping Cars numbered Fifty (50) and Fifty-one (51), One hundred (100) and One Hundred and one (101), built by B & S. Mfg. Co.) and numbers One Hundred and Two (102), One Hundred and Three (103) and One Hundred and Four (104), built by Pullmans of the value of 59,592.00

Four (4) Dining Cars (Pullmans) numbered One Hundred and Twenty (120) to One Hundred and Twenty three (123) both numbers inclusive, of the value of 36,000.00

Three (3) Smoking Cars (B & S. Mfg. Co.), numbered Sixty-seven (67) to Sixty-nine (69), both numbers inclusive, of the value of 14,400.00

Two (2) Mail and Express Cars (O. F. Car Co.) numbered Thirty-two (32) and Thirty-three (33) of the value of 4,600.00

Two (2) Baggage Cars numbered Thirty (30) and Thirty-one (31) (O. F. Car Co.) of the value of . . . 4,350.00

Eight (8) Cabooses (O. F. Car Co.) numbered Forty (40) to Forty-seven (47), both numbers inclusive, of the value of 6,600.00

Equipment in process of Construction under contracts for future delivery, namely Six (6) First Class Passenger Coaches (Pullman) and Twenty four Locomotive Engines (Baldwin); contract price of . . . . $267,735.

of which amount the sum of . . . . 234,245.71 is included in this schedule

Total 1,000,000.00

The Central Car Company
By Henry F. Spencer
Treasurer
Wisconsin Central Associated Lines
Chas. L. Colby

Trustees in possession of
Edwin H. Abbot for Wis. Cent. R.R. and Lessees of
Mil. & Lake Winnebago R.R.

Agreement of Lease

Made at Hartford in the State of Connecticut, this 30th day of November, A.D. 1889, by and between The Central Car Company, a corporation duly created and organized under and by the laws of the State of Connecticut, party of the first part, and the Wisconsin Central Company and the Wisconsin Central Railroad Company, each being a railroad corporation duly created, organized and existing and operating lines of railroad in the states of Wisconsin, Minnesota, Illinois and Michigan, and jointly and severally entering into the agreement hereinafter written parties of the second part. Witnesseth, That, ——

Whereas said Car Company is the owner of all the rolling stock and motive power described in Section One of the schedule hereto annexed, and has already delivered the rolling stock described in Section One of said schedule and has contracted to deliver the ten engines described in Section Two, thereof as soon as they are received from the Brooks Locomotive Works, and to furnish hereafter upon the same terms such other motive power and rolling stock not exceeding in value the sum of One Hundred and Five Thousand, Nine Hundred Eighty-five and Twenty-nine one-hundredths dollars ($105,985.29), as shall from time to time be specifically requested by said railroad companies, provided that the same shall at once upon delivery pass under this lease and be deemed to be and be part of the property demised hereunder; ——

Now Therefore, it is hereby agreed by and between the parties hereto as follows: ——

First. Said second parties, for and in consideration of the delivery to them and their receipt of the rolling stock and motive power hereinafter described, and specifically enumerated in Section One of the schedule hereto annexed, and now made part of this lease, and of the ten locomotives contracted to be furnished and described in Section Two of said schedule and of such additional rolling stock and motive power as shall hereafter be furnished upon request of said companies to an amount not exceeding One Hundred and Five Thousand Nine Hundred Eighty-five and Twenty-nine one-hundredths dollars ($105,985.29), in value, and in further consideration of the sum of One Dollar to them paid by said first party at and before the sealing and delivery hereof, receipt

of which is hereby acknowledged, and also of the agreements hereinafter mentioned to be kept and performed by said first party, do hereby agree to lease upon the terms herein after stated, and do hereby lease all the rolling stock and motive power described in said schedule, together with such additional rolling stock and motive power as may be furnished by said first party as aforesaid, and do by these presents covenant and agree that all the covenants hereinafter contained shall forthwith take effect and bind, jointly and severally the several parties of the second part to the performance hereof.

Second. Said second parties admit that all rolling stock and motive power, described in Section One of said schedule, and already furnished by said first party, was received and accepted by them in through good order and repair, and jointly and severally agree to maintain all said rolling stock and motive power enumerated and described in said schedule, and all such other rolling stock and motive power enumerated and described in said schedule, and all such other rolling stock and motive power as shall during the time of this lease be from time to time substituted in place or renewal thereof, as well as all said additional rolling stock and motive power, if any, which shall be received hereunder, in like through good order and repair, so that the same shall be and continue as good as new rolling stock and motive power of the same pattern during the entire time of this lease. And they further, jointly and severally, agree to insure, and do hereby insure the same and every part of the demised property against all loss and injury by fire or other casualty during the time of this lease; and further agree to indemnify said first party against all depreciation thereof by wear and tear and use thereof during the time of this lease, and all extensions, if any, of this lease, and that they will at the expiration of ten years from the date hereof, to-wit, upon the 30th day of November, A. D. 1909, at the option of said second parties, either pay thereof to said first party the value thereof, as hereinafter mentioned, in gold

coined money of the United States, or will extend this lease upon the same terms and conditions as are herein expressed for the further and additional term of ten years from said date last mentioned, and hereby agree absolutely to pay said agreed value at the expiration of said second term, to-wit, on the 30th day of November, A. D. 1909, if said lease shall be extended as aforesaid.

Said second parties further agree that they will, at their own proper cost and charge, maintain and keep all said rolling stock and motive power by them at any time held under this lease in through good order and repair at all times, and will at all times cause the same to be numbered and lettered on the body thereof as stated in the schedule hereto annexed, and to be kept numbered and also to be lettered thus, to-wit: "The Central Car Company, Owners," and shall and will replace by and re-mark, at their own cost, other rolling stock of equal value and of like material, character and condition, to the satisfaction of said first party, if any of said motive power and rolling stock in said schedule described, or at any time furnished to them hereunder, shall be destroyed by accident while in the service of the second parties, or under their control and management but while upon connecting or other railroads. And said second parties further agree to insure at their own expense such rolling stock and motive power in such companies and to such amounts as shall be satisfactory to said first party, and, if required, will make said insurance payable to said first party when and as such losses, if any, shall occur. And said second parties further agree and they do themselves hereby insure the same to said first party, and agree that they will through their General Manager, or other proper officer or agent, furnish to said first party, once in every year during the continuance of this lease, an accurate statement of the number and description of all said rolling stock and motive power, and of all other rolling stock and motive power which they shall then have in actual service belonging to said first party, together with the number and description of all parts thereof that shall, if any, have been destroyed by accident, and also the number and

scription of such motive power and rolling stock as shall have been repaired during the preceding year, and also the number then undergoing repairs or in the shops for repair; And said second parties further agree that said first party shall have the right to inspect the said rolling stock and motive power from time to time during the continuance of this lease by any person or agent by said first party duly nominated and appointed and that such person or agent shall be entitled to free passage over the railroad and leased lines of the parties of the second part, and each of them, while making such inspection.

Third. Said second parties further agree that in case they, or either of them, shall make default in the payment of any part of the rent hereinafter reserved to said first party, for more than thirty (30) days after the same shall have become due and payable, or shall fail or refuse to comply with any of the covenants herein on their part to be kept and performed, said first party, or its assigns, may, by their attorneys, servants and agents, enter upon the railroads and premises of the second parties and take possession of all the said rolling stock and motive power, and withdraw the same from the said railroads, and make such disposition of the said rolling stock and motive power as said first party shall then elect, and the said second parties shall thereupon cease to have any rights or remedies under this contract, but all such rights and remedies shall be deemed thenceforth to have been waived and surrendered by said second parties, and no payment theretofore made by them for the rent or use of said rolling stock and motive power, or any portion thereof, shall, in case of such default in the part of said second parties, or either of them, give to said parties or either of them any legal or equitable interest or title in or to the said rolling stock and motive power, or any part thereof, or give any cause or right of action at law or in equity against said first party or the managers or the shareholders thereof, and said re-possession, if taken by the lessor, shall not be a bar to recover the rent actually due for such time, or so much thereof as is prior to the time of such re-possession after such default in payment of rent; and said second parties further agree to pay at the same rate for such further time as said rolling stock and motive power, or any portion thereof, shall remain in their possession after the expiration of this lease; and it is further agreed that said rights hereinbefore specified shall be cumulative and in addition to all other rights at law or in equity which are vested in said lessor as the legal owner of said rolling stock and motive power, and shall extend as well for damages as for damages as for specific performance of the agreements herein contained; and it is hereby further expressly agreed that said first party, and its assigns, shall be entitled, at its or their option, to a decree of specific performance of the terms of this contract, if said first party shall so elect to enforce the performance thereof, instead of proceeding to claim damages against said second parties for breach of this contract.

Fourth. It is hereby further provided, understood and agreed by and between the parties hereto that in the event that all of the said rolling stock and motive power shall not be paid for by said second parties, in accordance with the terms of this lease, when and as the same is to be paid then and in such case this lease shall be and remain in full force and effect as to so much of said rolling stock and motive power herein described and hereby demised as well as to all new rolling stock and motive power from time to time substituted hereunder for that which is described in said schedule hereto annexed, and as to all additional rolling stock and motive power furnished hereunder as shall not be so paid for, respectively that in lieu and instead of the monthly payments of rent hereinafter reserved, said second parties shall pay a proportionate part thereof, respectively calculated upon the basis of the number and proportionate value of the cars and locomotives by said second parties so as aforesaid not then paid for.

Fifth. It is further agreed that said second parties shall not, and do not, assume or incur any liability or responsibility for the application or non-application of the rentals and sums of money to be paid by

thereto said first party, as in this lease provided, after the same shall have been so paid, and that, upon the payment by them of all said monthly rental and of the principal sum of money hereinbefore stipulated, then and in such case, without any further agreement or action taken by said second parties, the title to said rolling stock and motive power shall thereupon vest in said second parties, and said first party and its assigns shall and will thereupon forthwith release and transfer their title to the said rolling stock and motive power to the said second parties, or to such one of said second parties, or their assigns or successors, as said second parties, or their assigns and successors, shall then designate and jointly select, and all the said rolling stock and motive power hereby leased shall thereupon become the absolute property of said second parties, or of the party so selected as aforesaid to receive title thereto, whenever the agreed valuation thereof, together with all rentals previously earned shall have been paid as herein provided to said first party; and that thereafter neither said first party nor any of its stockholders nor its assigns shall have any further control over or interest in the demised premises.

Sixth. The Central Iowa Railway Company, party of the first part does hereby let, demise and lease to the said parties of the second part, for the time and upon the conditions hereinbefore stated, and upon the rentals hereinafter stipulated and agreed to be paid, together with right of extension of this lease as hereinafter provided, all the rolling stock and motive power described in Section One of the schedule hereunto annexed; and also such motive power and rolling stock, if any, as shall be furnished hereunder by said first party to said second parties, to be held under this lease by said second parties, from and after the time when and if the first party shall so furnish the same; and further covenants and declares that it is the intent of this lease that the second parties shall pay rental as aforesaid only upon the rolling stock described in the first section of said schedule from the date hereof, and shall so pay upon said two locomotives described in the second section thereof only from the date of their actual delivery to said second parties, and shall pay rental as aforesaid upon the additional rolling stock and motive power, if any, which may be furnished hereunder to the value of One hundred and five thousand nine hundred eighty five and twenty nine one-hundredths dollars ($105,985.29) only from and after the time when the same shall be furnished upon said second parties' request as aforesaid.

Seventh. Said second parties hereby covenant and agree to pay to said first party, at its office in the city of Milwaukee, Wisconsin on the fifth day of each month for and as rental for the month preceding, for all rolling stock and motive power furnished to them by said first party hereunder, a sum equal to three-quarters of one per centum of the value of the motive power and rolling stock owned by this lease, as scheduled hereunder at the actual cash cost thereof to the first party, said rental to accrue only upon each article of said rolling stock and motive power from and after the date when the same shall have been actually delivered by said first party to said second parties for use upon their lines of railway.

Eighth. Said second parties further covenant and agree that the motive power and rolling stock now in existence and in use by said second parties, and owned by said first party, and particularly described in the first section of said schedule hereunto annexed, is of the actual value of Two hundred and eighty six thousand, five hundred fourteen and seventy one one-hundredths dollars ($286,514.71), and that said first party, at their instance and request, has contracted to purchase said two locomotives for the sum of One hundred and seven thousand five hundred dollars ($107,500), which said sums are agreed to be the actual value thereof for the purposes of this lease, and that the actual cash cost to said first party of any motive power or rolling stock which may from time to time hereafter be furnished by said first party to said second parties, at their instance and request, shall for all the purposes of this lease be deemed to be the value thereof upon which rental is thereafter to be computed and paid by the second parties hereunder (See Page 520)

In Witness Whereof the parties hereto have hereunto set

their respective corporate seals, and caused these presents to be executed and attested by their respective officers, thereunto duly authorized, the day and year first above written.

(Corporate "Seal")

Wisconsin Central Company
By Charles L. Colby
President

(Corporate "Seal")

Wisconsin Central Railroad Company
By Chas. L. Colby
President

(Corporate "Seal")

The Central Car Company
By Edwin H. Abbot
President

Schedule

* Insert from here at star on page 518

Of Motive Power and Rolling Stock now on the railroads of The Wisconsin Central Company and the Wisconsin Central Railroad Company, and embraced in the Lease by The Central Car Company to said Wisconsin Central Company and said Wisconsin Central Railroad Company, dated November 30th, A.D. Eighteen hundred and eighty nine (1889).

Section One

Amount of difference between the actual cost and the proportion of contract price included in lease of July 1st, 1887, of the following described rolling stock and motive power described and included in the said lease of July 1st, 1887, as "equipment in process of construction", to-wit:-

Six (6) First Class Passenger Coaches (Pullman Co.) numbered Eighty (80) to Eighty-five (85), both numbers inclusive; and Twenty-four (24) Locomotive Engines (Baldwin), numbered One hundred and eight (108) to One hundred and thirty-one (131), both numbers inclusive,
the actual cost of which is . . . $274,752.00
amount included in lease of July 1st, 1887 . . . . 234,248.71
leaving to be comprised herein $40,503.29

One Hundred and fifty (150) Gondola Cars (Muskegon Car Co.), numbered Five thousand and one (5001) to Five thousand two hundred

and ninety-nine (5299), all these cars bearing odd numbers and all these numbers being inclusive, of the value of $59,400.00

Twenty-five (25) Refrigerator Cars (Michigan Car Co.), numbered Four thousand six hundred and thirty-two (4632) to Four thousand six hundred and eighty (4680), all these cars bearing even numbers and all these numbers being inclusive, of the value of 23,125.00

Five Hundred (500) box cars (United States Rolling Stock Co.) numbered Four thousand six hundred and eighty two (4682) to Four thousand nine hundred and ninety eight (4998), and Seven thousand (7000) to Seven thousand six hundred and eighty (7680), all these cars bearing even numbers and all these numbers being inclusive, of the value of - - - - - - - - - - - - 247,500.00

Ten (10) First Class Passenger Coaches (B.K.L. Mfg. Co.) numbered Eighty seven (87) to Ninety six (96), both numbers inclusive, of the value of - - - 45,300.00

Two (2) Baggage Cars (Wis. Cent. Co.) numbered respectively Three hundred and fifteen (315) and Three hundred and sixteen (316), of the value of 4,772.81

Cost of additional equipment in the way of improvements put, at request of lessee, by the lessor upon Thirty-eight (38) Locomotive Engines numbered respectively, 22, 24, 25, 26, 28, 29, 30, 32, 33, 34, 37, 38, 39, 40, 41, 42, 43, 44, 45, 49, 80, 81, 82, 83, 84, 85, 87, 88, 89, 90, 91, 113, 115, 123, 124, 125, 126, 128, - - - - - - - - - - - - 13,347.74
958.07
12,389.69

Cost of conversion, by the lessor at request of lessee, into Charcoal Cars of Twelve (12) Furniture Cars numbered respectively, 4542, 4544, 4568, 4570, 4578, 4580, 4590, 4602, 4612, 4618, 4620, 4626. . . . . . 542.15
958.07
1500.22

Cost of conversion, by the lessor at request of the lessee, into Beer Cars, of Twenty-five (25) Box Cars, numbered respectively, 4736, 4742, 4812, 4850, 4890, 4892, 7014, 7026, 7062, 7096, 7120, 7122, 7142, 7172, 7192, 7304, 7348, 7494, 7506, 7512, 7520, 7534, 7576, 7630, 7642. . . . . 2,502.52

Making a total of 429,993.51

From which total deduct

Twelve (12) Sleepers sold at request of lessee to Pullman's

Colorado Car Co. and Wisconsin Central Co., numbered Forty-one (41) to Forty-five (45), both numbers inclusive, Fifty (50) and Fifty-one (51), and One Hundred (100) to One Hundred and four (104), both numbers inclusive, at actual cost of same. $152,392.00

Two (2) Switch Engines, numbered respectively Forty-seven (47) and Forty-eight (48), sent to scrap heap at a valuation of. 711.80

Allowance of patent fuel made on Refrigerator cars numbered Four Thousand six hundred and Thirty two (4,632) to Four Thousand six hundred and eighty (4,680), both numbers inclusive 375.00 $153,478.80

leaving to be comprised herein. 286,514.71

Section Two.

Ten (10) ten-wheeled Passenger Locomotive Engines Cylinders 19 inches by 26 inches, Driving Wheels 68 inches diameter, Class 19 D., Weight 129,000 lbs. each, contracted by Brooks Locomotive Works to be built for. 107,500.00

Section Three.

Amount to be expended for additional equipment to be furnished hereafter upon joint consent of lessor and lessee from time to time and then to be scheduled under this section in detail and deemed to be covered by this lease, viz. 105,955.29

Section One $286,514.71
Section Two 107,500.00
Section Three 105,955.29
Total $500,000.00

(Insert to here)

Received and recorded (as per index p 293) June 10, 1898

Memorandum of Agreement

Made this nineteenth (19th) day of February A. D. 1894, by and between The Central Car Company, a corporation under the laws of the State of Connecticut, hereinafter called the Car Company, party of the first part, and The Wisconsin Central Railroad Company, a corporation under the laws of the State of Wisconsin, hereinafter called the Railroad Company, party of the second part; Witnesseth. _____

Whereas, The parties entered into an agreement of lease dated March 1st A. D. 1884, whereby the Car Company leased to the Railroad Company, certain motive power and rolling stock more particularly therein described and set forth existing and of the agreed value of one million dollars, for the term of ten years ending March 1st A. D. 1894; and

Whereas, under said agreement the Railroad Company has the option at this time either to pay said Car Company for said rolling stock, the value thereof, to-wit: One Million Dollars, or to have an extension of said contract and lease upon the terms and conditions therein expressed, for the further term of ten (10) years from said first day of March, A. D. 1894; and _____

Whereas, The Railroad Company has exercised its said option for an extension of said lease and the Car Company has received notice from said Railroad Company of the exercise of its said option to that effect. _____

Now Therefore, The parties hereto do hereby agree for and in consideration of the premises and of one dollar by each to the other paid, as follows: _____

First. The Car Company hereby consents and agrees that said agreement of lease for the term ending on the first day of March A. D. 1894, shall be and the same is hereby, in all respects continued and extended for and in behalf of said Wisconsin Central Railroad Company, for the further term of ten (10) years ending on the first day of March A. D. 1904, upon the same terms and conditions as are expressed in said agreement of lease dated March 1st. A. D. 1884. _____

Second. Said Railroad Company accepts said extension of the term of said agreement of lease dated March 1st A. D. 1884, for said term of ten (10) years ending on the 1st. day of March, A. D. 1904, upon the terms and conditions expressed therein. _____

Third. Said agreement of lease shall be in full free

and effect as between the parties hereto during the term ending on the first day of March, A. D. 1904, in like manner as if the said agreement of lease had been originally made between them for the term of twenty (20) years from and after the first day of March, A. D. 1884. Provided, however, That nothing herein contained shall be construed to release the Railroad Company from paying for said rolling stock and equipment owned by said agreement of lease as therein described, on the first day of March A. D. 1904.

Witness the corporate seals of the parties hereto and the hands of the president and secretary of said Wisconsin Central Railroad Company, and the hand of E. O. Wetherbee, director of the Central Iron Company especially thereunto authorized this 19th day of February A. D. 1884.

Wisconsin Central Railroad Company
By Edwin H. Abbot
President.

Attest: Howard Morris
Secretary

Central Iron Company
By E. O. Wetherbee

State of Wisconsin } ss
Department of State }

Received this 10th day of June A. D. 1884 at 10 a m and recorded in Vol 11 of R. R. Mortgages and Trust Deeds on pages 523 and 524.

H. D. Vandercook
Assistant Secretary of State.

Washburn, Bayfield and Iron River Railway Co.
and
Missouri Iron and Boundry Company
(Contract between)

This Agreement, made at the City of St. Louis, Missouri, this 9th day of April, 1884, between the Missouri Iron and Boundry Company, a corporation organized under the laws of Missouri, having its office at the city of St. Louis, in said State, hereinafter called the lessor, and the Washburn, Bayfield and Iron River Railway Company, a corporation organized under the laws of the State of Wisconsin, and having its chief office and place of business at the city of Washburn, State of Wisconsin, hereinafter called the lessee,

Witnesseth: That the said lessor agrees to lease to the said lessee, and said lessee agrees to hire from said lessor, the following railroad equipment and rolling stock to be built by said lessor, subject to inspection and approval by said lessee or its authorized agent, at its works in said city of St. Louis or Madison, Illinois, to-wit:

Two Furniture Cars, numbered	500	to	501	inclusive
Four Box Cars	520	to	523	"
Thirty Flat Cars	161	to	210	" odd Nos only

The Furniture and Box Cars are to be second hand, and the Flat Cars are to have second hand trucks and new bodies.

The said thirty-six cars are to be delivered to said lessee at the works of said lessor in said city of St. Louis, Missouri or Madison, Ill., on or before the first day of June next thereafter, subject to delays on account of accidents labor strikes, fires, or any other causes beyond the control of said lessor; said renting and hiring to be in respect to each of said cars for the period of sixty months from the average date of delivery of said cars, subject, however, to the provisions and conditions hereinafter contained.

It is agreed that said lessee shall have an inspector at the works of said lessor during the construction of said cars, to inspect the cars mentioned in this contract and, as completed, said inspector shall sign a certificate that the same have been so inspected and have been accepted by him, and said inspector's certificate shall be final and conclusive evidence that said cars are built in accordance with this contract.

The rental of said cars to be paid by said lessee to said lessor shall be as follows, to-wit:

A cash payment of Thirty-four Dollars per car upon the delivery thereof to the said lessee or its authorized agent at the works of said lessor in said city of St. Louis or Meadium Ill., said cash payments to be made by a sight draft made by said lessor upon said lessee upon delivery of said cars in lots of ten cars or less; and in addition to said cash payment and after a final delivery of all of said cars in accordance with the terms of this contract, the said lessee agrees to execute and deliver to said lessor its 60 days warrants each for the sum of ninety-four 67/100 dollars, and bearing date of the average delivery of all of said lots of cars, and payable one upon the corresponding day of each consecutive month thereafter, covering the whole of the remainder to be paid under this contract in excess of said cash payment; the total sum of said lease warrants being fifty-six hundred and eighty 00/100 dollars.

Each of said lease warrants shall be drawn in the following form, to-wit:

$94,67. . . . . By . . . . . .

On the . . . . . day of . . . . . , 189. . the Washburn Bayfield and Iron River Railway Co., for value received, promises to pay to its own order ninety-four 67/100 dollars for the rental of thirty-six cars, under contract of lease with the Missouri Car and Foundry Company, of April 29th 1895, payable at the . . . . . of the city of . . . . . State of . . . . . .

Washburn Bayfield and Iron River Railway Co.,

By . . . . . .

No. . . . . Due . . . . . 189- - - - -

The possession of the rolling stock and equipment aforesaid, or any part thereof, by the lessee or its assigns under this agreement, is not to be considered claimed or held to be evidence of ownership in said lessee, but, on the contrary, it is hereby expressly stipulated and agreed that the title to, and ownership in said property is to remain in the lessor, its successors or assigns until all of the payments herein provided for have been made.

In case default is made in any one or more of the payments herein provided to be made by said lessee, after the day on which the same falls due

hereunder, the said lessee, its successors or assigns, hereby agrees upon demand therefor by said lessor, to deliver all or any of said cars as demanded by said lessor, to said lessor, to said lessor at its (said lessee's own expense, to such point or points as said lessor may direct, as the owner thereof and the said lessor, its successors or assigns, shall have the right, at its option, by its agents, employes or attorneys, to take immediate and exclusive possession of, and remove any or all of its said cars which may have been delivered to said lessee under this agreement; and for that purpose may pursue the same, or any part thereof, wherever they may be found, and may for that purpose enter upon the roads or premises of said lessee, said lessee agreeing to furnish to the lessor all facilities and assistance in the recovery of said cars which the said lessor may require; and shall have the right to sell the same at public or private sale, without notice to said lessee, its successors or assigns, in one or more lots and at one or more places, and on such terms as the said lessor may deem advisable; and the said lessor shall have the right to become a purchaser of said cars at any such public or private sale, and the proceeds of such sale shall be applied as follows:

First. To the payment of the costs and expenses of the recovery, transportation, custody and disposition of said cars and all charges incident thereto.

Second. To pay any balance that may be due and owing upon said lease warrants, or any one of them, it being agreed that in case default is made in the payment of any one of said lease warrants, all of said lease warrants shall become due and payable whether due and payable on their face or not.

Third. If the proceeds of such sale or sales shall be more than sufficient to pay said lease warrants with interest and, also said costs and expenses, then the surplus shall be paid to said lessee, but if there should be any deficit, then said lessee shall be liable to pay said deficit on demand.

The said lessee also agrees to keep the said cars insured for 80 per cent. of their value, for the expense to the lessee for the benefit of the said lessor, to the extent of its interest in said cars; and said lessee agrees to assign

The policies of insurance on said cars to the said lessor until all the conditions of this contract are complied with. And it is agreed that in the event of the destruction in whole or in part of any of said cars under this contract a pro rata part of the insurance collected on account of such loss or damage by fire shall be used and applied to pay for repairing or rebuilding said cars so damaged or destroyed, after such cars shall have been rebuilt or repaired. _____

The lessee further agrees to keep said cars in good order and repair, subject to the inspection and approval of the said lessor, and to pay all taxes becoming due thereon, and in the event of any of the said cars being destroyed, the lessee hereby agrees to replace the same without expense to the lessor, and any failure to so repair said cars, or to pay said taxes or to replace said destroyed, shall entitle said lessor to take immediate possession of all of said cars and sell the same in the same manner as is hereinbefore provided in case of default in payment of any of said lease warrants. _____

Name plates shall be securely fastened to each side of the cars herein mentioned, by said lessor, with the name of the lessor thereon, followed by either the word "owner" or "lessor", as shall be required to conform to the requirements of law, and for the purpose of marking the ownership publicly known, and said plates shall be maintained thereon by the lessee until all of the conditions of this contract have been fulfilled _____

In case such plates shall be removed or destroyed, the lessee agrees to immediately restore or replace the same and to do such other and further acts and things as the lessor shall deem necessary and requisite for the full and complete protection of the rights of said lessor as owner of said cars _____

The lessee agrees not to place upon, or suffer to be placed upon said cars, or any of them any marks, signs or words, which shall declare the title to or ownership of said cars, in any person firm or corporation other than the lessor herein. _____

It is mutually covenanted and agreed, between the parties hereto, their successors and assigns, that at any time hereafter by written agreement, the provisions as to the rental to be paid under this agreement may be changed, and this agreement in other respects modified by such change or modification shall or can be made as shall in any respect, or to any extent diminish the total sum due hereunder from the lessee as rental or otherwise and no such modification or change shall or can be made as shall in any respect, or to any extent change or affect the title to or ownership of the rolling stock herein referred to, until the total sum due from the lessee hereunder, as rental or otherwise, and also the total sum due as rental or otherwise under any agreement changing or modifying this agreement, shall have been fully paid, either by the lessee itself or by its successors or assigns to the lessor, its successors or assigns _____

It is further mutually agreed between the parties hereto, their successors and assigns, that in case hereafter this agreement or any of said lease warrants, shall be transferred or assigned by the lessor, and thereafter, for any reason, the lessee, shall be unable to pay, or shall neglect to pay the whole or any part of any of the lease warrants hereinbefore referred to, and the lessor, its successors or assigns, shall take up, acquire or pay any of said lease warrants, or any part thereof, then and in that case the lease warrants so taken up, acquired or paid shall not be considered as having been paid by the said lessee, and the said lessor, its successors or assigns, who may have taken up, acquired or paid the said lease warrants, or any part thereof, shall, as holders of the said lease warrants, have each and all of the rights thereunder, and in and to the security of this agreement of lease pro rata, with the total amount due thereunder, that the holders thereof, from whom the said warrants so may have been taken up or acquired or to whom payment may have been made by the said lessor, its successors or assigns would have had.

The lessee agrees to pay all taxes, licenses and charges of every kind whatsoever that may be levied, assessed or become payable on said cars, and to reimburse the said lessor, its successors or assigns, for any expense that may be by it incurred, attending the execution acknowledgment, filing or recording of this agreement as required by law. _____

The said lessee covenants and agrees to perform the agreements and undertakings in its behalf contained herein, and to pay promptly each and every lease warrant to be given by it hereunder. _____

After the lessee shall have faithfully performed all the stipulations, terms and conditions of this agreement, and paid said lease warrants as they may mature in the manner and form as herein provided, without default, then the lessor shall, upon the payment to it, its successors or assigns, by the said lessee, of the sum of one dollar ($1.00) sell and by proper bill of sale convey said rolling stock and equipment to said lessee. _____

The said lessor, its successors or assigns, shall have full power and authority to pledge or assign the whole or any portion of the said lease warrants that may be required under this agreement, and said warrants when so pledged or assigned, shall still be entitled by all the provisions of this agreement; and also to assign or pledge this agreement and all the rights powers and remedies hereunder, from time to time and on such terms and conditions as they may deem fit. In case the lessor, its successors or assigns, shall at any time assign the said railroad equipment and this agreement as herein it shall be and become a contract between the assignee and the lessee, and the assignees shall have and possess all the property, rights, powers and remedies which are and shall under, possessed by, or belong to the lessor, and with the same effect as though this contract had been originally made by and between the assignee and the lessee. _____

The said lessee further agrees to and with the said lessor, that in case of any default on its part to comply with any of the terms of this agreement, that then, and in such case, all of the mileage earnings of the cars mentioned in this contract, which at the date of such default may be due to said lessee, or which shall thereafter become due to said lessee from mileage earnings of said cars, shall be and become payable to the lessor herein, or its successors or assigns, and shall be applied to the payment of installments of

rent then due and payable, or thereafter becoming due and payable under the terms of this contract; and said lessee further agrees, that it will forthwith, upon such default being made, notify the respective parties to pay over such earnings to the said lessor its successors or assigns, but such notice shall not be necessary to be given in order to enable the lessor, its successors or assigns to collect or receive such earnings in case such default is made. _____

It is further agreed between the parties hereto _____

This agreement shall be binding upon the parties hereto, and their respective successors and assigns _____

In Witness Whereof the Missouri Car and Foundry Company and the Washburn Bonfield and Iron River Railway Company have caused these presents to be executed in triplicate by their respective duly authorized officers, and their corporate seals, duly attested, to be hereafter affixed. _____

Missouri Car and Foundry Company
By H. B. Binby
Vice and Acting President.

Attest: W. S. Hazard
Asst. Secretary

Washburn Bonfield and Iron River Railway Co.
By Howard Benton
Vice and Acting President.

Attest: John A. Jacobs
Secretary.

_____

State of Missouri } ss.
City of St. Louis }

_____ On this 30th day of April, 1907, before me appeared H. B. Binby, to me personally known, who being by me duly sworn did say that he is Vice-President and Acting President of Missouri Car and Foundry Company, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said H. B. Binby acknowledged said instrument to be the free act and deed of said corporation. _____

In testimony whereof I have hereunto set my hand and affixed my official seal, the date last above written.

D. A. Binby
Notary Public, City of St. Louis

State of Wisconsin } ss.
County of Bayfield }

On This 1st. day of June, A. D. 1898. before me appeared Howard Benton to me personally known who being by me duly sworn, did say That he is the Vice and Acting President of the Washburn, Bayfield and Iron River Railway Company; _____

And also on the 1st day of June, A. D. 1898. before me appeared John A. Jacobs, to me personally known, who being by me duly sworn, did say That he is the secretary of the said Washburn Bayfield and Iron River Railway Company

And both of said persons did on oath further say that the seal affixed to the forgoing instrument is the corporate seal of the Washburn, Bayfield and Iron River Railway Company and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors. And said Howard Benton and John A. Jacobs, severally acknowledged said instrument to be the free act and deed of said corporation _____

Historical Seal

L. N. Isaacson
Notary Public
Bayfield County
Wisconsin

Term ends July 29th 1899

State of Wisconsin } ss.
Department of State }

Received this 20th day of June A.D. 1898 and recorded in Vol. 11 of R. R. Mortg. and Trust Deeds on page 525. _____

G. E. Vandervook
Assistant Secretary of State.

Washburn, Bayfield and Iron River Railway Co.
Wisconsin Car and Foundry Company
(Contract between)

This Agreement, Made at the City of St. Louis, Missouri, this 27th day of May 1898, between the Wisconsin Car and Foundry Company, a corporation organized under the laws of Missouri having its office at the City of St. Louis, in said State, hereinafter called the lessor, and the Washburn, Bayfield and Iron River Railway Co., a corporation organized under the laws of the State of Wisconsin, and having its chief office and place of business at the city of Washburn, State of Wisconsin, hereafter called the lessee, _____

Witnesseth: That the said lessor agrees to lease to the said lessee, and said lessee agrees to hire from said lessor, the following railroad equipment and rolling stock, to be built by said lessor, subject to inspection and approval by said lessee or its authorized agent, at its works in said city of St. Louis, to-wit: _____

Box Furniture cars, Log Box cars, Twenty Flat cars and twenty-five logging cars. Numbers of cars to be as follows: Furniture, 504, 506 & 508; Box, 530 to 548 inclusive, even numbers only; Flat, 221 to 289, odd numbers only, inclusive; Logging 601 to 751 inclusive, odd numbers only. _____

The lessee furnishes the trucks, end plates, draw bars and springs for logging cars, and the lessor agrees to complete the logging cars by furnishing the lumber and other material required and the completed cars, duly painted and numbered, are to be owned by this agreement and title to same retained by lessor. _____

The said Box, Furniture, Flat and Logging cars, as hereinbefore named are to be delivered to said lessee at the works of said lessor in said city of St. Louis, Missouri, as soon as possible, subject to delays on account of accidents, labor strikes, fires, or any other causes beyond the control of said lessor; said renting and hiring to be in respect to each of said cars for the period of sixty months from the average date of delivery of said cars, subject however, to the provisions and conditions hereinafter contained.

It is agreed that said lessee shall keep an inspector at the works of said lessor during the construction of said cars, to inspect the cars mentioned in this contract, and on completion, said inspector shall sign a certificate that

The same have been so inspected and have been accepted by him and said inspector's certificate shall be final and conclusive evidence that said cars are built in accordance with this contract. The rental of said cars to be paid by said lessee to said lessor shall be as follows, to-wit: _____

A cash payment of twenty-nine 06/100 dollars per car upon the delivery thereof to the said lessee or its authorized agents, at the works of said lessor, in said city of St. Louis, said cash payment to be made by a sight draft made by said lessor upon said lessee upon deliveries of said cars in lots of ten cars each; and in addition to said cash payment, and after a final delivery of all of said cars in accordance with the terms of this contract, the said lessee agrees to execute and deliver to said lessor its 60 lease warrants, each for the sum of one hundred and seventy-nine 16/100 dollars, and bearing date of the average delivery of all of said lots of cars, and payable one upon the corresponding day of each consecutive month thereafter, covering the whole of the rentals to be paid under this contract in excess of said cash payments. The total sum of said lease warrants to bring ten thousand five hundred and sixty-nine 60/100 Dollars.

Each of said lease warrants shall be drawn in the following form, to-wit: _____

$179.16 ..... 189..

On or before the .... day of ....., 189..., the Washburn, Bayfield and Iron River Railway Co., for value received, promises to pay to its own order one hundred and seventy-nine 16/100 dollars for the rentals of 3 Furniture, 6 Box, 20 Flat and 75 Logging cars, under contract of lease with the Missouri Car and Foundry Company, of May 27th 1895, payable at the office of A. D. Frost & Co., of the City of Chicago, State of Illinois. Washburn, Bayfield and Iron River Ry. Co. _____

By .....

No. ..... Due ..... 189....

The possession of the rolling stock and equipment aforesaid, or any part thereof, by the lessee or its assigns, under this agreement, is not to be considered, claimed or held to be evidence of ownership in said lessee; but, on the contrary, it is expressly stipulated and agreed that the title to and ownership in said property is to remain in the lessor, its successors or assigns

until all of the payments herein provided for have been made.

In case default is made in any one or more of the payments herein provided to be made by said lessee, after the day on which the same falls due hereunder, the said lessee, its successors or assigns, hereby agrees, upon demand therefor by said lessor to deliver all or any of said cars so demanded by said lessor to said lessor, at its [said lessee's] own expense, to such point or places as said lessor may direct, as the owner thereof, and the said lessor, its successors or assigns, shall have the right, at its option by its agents, employes or attorneys, to take immediate and exclusive possession of, and remove any or all of its said cars which may have been delivered to said lessee under this agreement; and for that purpose may pursue the same, or any part thereof, wherever they may be found, and may for that purpose enter upon the road or premises of said lessee, said lessee agreeing to furnish to the lessor all facilities and assistance in the recovery of said cars which the said lessor may require; and shall have the right to sell the same at public or private sale, without notice to said lessee, its successors or assigns, in one or more lots and at one or more places, and on such terms as the said lessor may deem advisable; and the said lessor shall have the right to become a purchaser of said cars at any such public or private sale, and the proceeds of such sale shall be applied as follows: _____

First: To the payment of the costs and expenses of the recovery, transportation, custody and disposition of said cars and all charges incident thereto.

Second: To pay any balance that may be due and owing upon said lease warrants, or any one of them, it being agreed that in case default is made in the payment of any one of said lease warrants, all of said lease warrants shall become due and payable, whether due and payable on their face or not. _____

Third: If the proceeds of such sale or sales shall be ~~more~~ more than sufficient to pay said lease warrants with interest, and also said costs and expenses, then the surplus shall be paid to said lessee, but if there should be any deficit, then said lessee shall be liable to pay said deficit on demand. _____

The said lessee also agrees to keep the said cars insured

for To per cent. of their value, free of expense to the lessor, for the benefit of the said lessor, to the extent of its interest in said cars; and said lessee agrees to assign the policies of insurance on said cars to the said lessor until all the conditions of this contract are complied with. And it is agreed that in the event of the destruction in whole or in part of any of said cars under this contract, or fair pro rata part of the insurance collected on account of such loss or damage by fire shall be used and applied to pay for repairing or rebuilding said cars so damaged or destroyed, after such cars shall have been rebuilt or repaired.

The lessee further agrees to keep said cars in good order and repair, subject to the inspection and approval of the said lessor, and to pay all taxes levying due thereon; and in the event of any of the said cars being destroyed, the lessee hereby agrees to replace the same without expense to the lessor, and any failure to so repair said cars, or to pay said taxes, or to replace cars destroyed, shall entitle said lessor to take immediate possession of all of said cars and sell the same in the same manner as is hereinbefore provided in case of default in payment of any of said lease warrants. _____

Iron plates shall be securely fastened to each side of the cars herein mentioned by said lessor, with the name of the lessor thereon, followed by either the word "owner" or "lessor", as shall be required to conform to the requirements of law, and for the purpose of making the ownership publicly known; and said plates shall be maintained thereon by the lessee until all of the conditions of this contract have been fulfilled. _____

In case such plates shall be removed or destroyed, the lessee agrees to immediately restore or replace the same, and to do such other and further acts and things as the lessor shall deem necessary and requisite for the full and complete protection of the rights of said lessor as owner of said cars. _____

The lessee agrees not to place upon, or suffer to be placed upon said cars, or any of them, any marks signs or words, which shall defame the title to or ownership of said cars, in any person, firm or cor-

poration other than the lessor herein. _____

It is mutually covenanted and agreed between the parties hereto, their successors and assigns, that although hereafter by written agreement, the provisions as to the rental to be paid under this agreement may be changed, and this agreement in other respects modified, yet no such change or modification shall or can be made as shall in any respect, or to any extent diminish the total sum due hereunder from the lessee, as rental or otherwise, and no such modification or change shall or can be made as shall in any respect, or to any extent change or affect the title to or ownership of the rolling stock herein referred to, until the total sum due from the lessee hereunder as rental or otherwise, and also the total sum due as rental or otherwise under any agreement changing or modifying this agreement, shall have been fully paid either by the lessee itself, or by its successors or assigns to the lessor, its successors or assigns. _____

It is further mutually agreed between the parties hereto, their successors and assigns, that in case hereafter this agreement or any of said lease warrants, shall be transferred or assigned by the lessor, and thereafter, for any reason, the lessee shall be unable to pay, or shall neglect to pay the whole or any part of any of the lease warrants hereinbefore referred to, and the lessor, its successors or assigns, shall take up, acquire or pay any of said lease warrants, or any part thereof, then and in that case the lease warrants so taken up, acquired or paid shall not be considered as having been paid by the said lessee, and the said lessor, its successors or assigns, who may have taken up, acquired or paid the said lease warrants, or any part thereof, shall, as holders of the said lease warrants, have each and all of the rights thereunder, and in and to the security of this agreement of lease pro rata, with the total amount due thereunder, that the holders thereof, from whom the said warrants may have been taken up or acquired, or to whom payment may have been made by the said lessor, its successors or assigns, would have had. _____

The lessee agrees to pay all taxes, licenses and charges of every kind and nature soever that may be levied, assessed or become payable on said cars, and to reimburse the said

lessor, its successors or assigns, for any expense that may be by it incurred attending the execution and delivery of this agreement, filing or recording of this agreement, as required by law.

The said lessee covenants and agrees to perform the agreements and undertakings in its behalf contained herein and to pay promptly each and every lease warrant to begiven by it hereunder.

After the lessee shall have faithfully performed all the stipulations, terms and conditions of this agreement, and paid said lease warrants as they severally mature, in the manner and form as herein provided without default, then the lessor shall, upon the payment to it, its successors or assigns, by the said lessee, of the sum of one dollar ($1.00) all, and by proper bill of sale convey said rolling stock and equipment to said lessee.

The said lessor, its successors or assigns, shall have full power and authority to pledge or assign the whole or any portion of the said lease warrants that may be required under this agreement, and said warrants when so pledged or assigned, shall still be governed by all the provisions of this agreement; and also to assign or pledge this agreement, and all the rights, powers and remedies hereunder, from time to time, and on such terms and conditions as they may deem proper. In case the lessor, its successors or assigns shall at any time, assign the said railroad equipment, and this agreement of lease, then it shall be and become a contract between the assigns and the lessee, and the assignees shall have and possess all the property, rights, powers and remedies which are now held under, possessed by, or belong to the lessor, and with the same effect as though this contract had been originally made by and between the assignees and the lessee.

The said lessee further agrees to and with the said lessor, that in case of any default on its part to comply with any of the terms of this agreement, that then, and in such case, all of the mileage earnings of the cars mentioned in this contract which at the date of such default may be due to said lessee, or which shall thereafter become due said lessee for mileage earnings of said cars shall be and become payable to the lessor herein

or its successors or assigns, and shall be applied to the payment of installments of rent then due and payable, or thereafter becoming due and payable under the terms of this contract, and said lessee further agrees, that it will forthwith, upon such default being made, notify the proper parties to pay over such earnings to the said lessor, its successors or assigns, but such notice shall not be necessary to be given in order to enable the lessor, its successors or assigns, to collect or receive such earnings in case such default is made.

It is further agreed between the parties hereto that George Hines of St. Louis, Missouri, shall act as inspector for lessee.

This agreement shall be binding upon the parties hereto and their respective successors and assigns.

In Witness Whereof, The Missouri Car and Foundry Company and The Washburn, Bayfield and Iron River Railway Company, have caused these presents to be executed in triplicate by their respective duly authorized officers, and their corporate seals, duly attested, to be hereafter affixed.

Missouri Car and Foundry Company.

By W. L. Bixby
Vice-President and Acting President

Attest: W. T. Hazard.
Asst. Secretary.

Washburn, Bayfield and Iron River Railway Co.

By Howard Benton
Vice and Acting President.

Attest: John A. Jacobs.
Secretary

State of Missouri } ss.
City of St. Louis }

On this 20th day of May, 1895, before me appeared W. L. Bixby, to me personally known, who, being by me duly sworn, did say that he is Vice-President and Acting President of Missouri Car and Foundry Company, a corporation, and that the seal affixed to the forgoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said W. L.

Birthy acknowledged said instrument to be Their act and deed of said corporation.

Witness my hand and official seal. The date aforesaid.

(Notarial Seal)

D. A. Birthy
Notary Public
City of St. Louis

Term ends August 17th. 1900.

State of Wisconsin } ss.
County of Bayfield }

On This 1st day of June, A. D. 1898 before me appeared Howard Benton to me personally known, who being by me duly sworn, did say that he is the Vice and Acting President of the Washburn, Bayfield and Iron River Railway Company; And also on the 1st day of June, A. D. 1898, before me appeared John A. Jacobs, to me personally known, who being by me duly sworn, did say that he is the secretary of the said Washburn Bayfield and Iron River Railway Company; And both of said persons did on oath further say that the seal affixed to the foregoing instrument is the corporate seal of the Washburn Bayfield and Iron River Railway Company and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors. And said Howard Benton and John A. Jacobs, severally acknowledged said instrument to be the free act and deed of said corporation.

(Notarial Seal)

L. H. Hanson
Notary Public
Bayfield County
Wisconsin

Term ends July 29th 1899.

State of Wisconsin } ss.
Department of State }

Received this 20th day of June A. D. 1898, and recorded in Vol. 11 of R. R. Mortgages and Trust Deeds on page 533.

H. D. Vanderveer
Assistant Secy. of State

Eastern Railway Company
of
Minnesota
to
Mercantile Trust Company of New York (Trustee)
Northern Division Mortgage
Dated April 1. 1898.

This Indenture, made on the first day of April. 1898. between the Eastern Railway Company of Minnesota, hereinafter called the Railway Company, party of the first part, and the Mercantile Trust Company, of the City of New York as Trustee, hereinafter called the Trustee party of the second part.

Whereas, the Railway Company is a corporation duly organized and existing under the laws of the late Territory and present State of Minnesota, to-wit: An Act entitled An Act to incorporate the Minneapolis and Saint Cloud Railroad Company, approved March 1st. A. D., 1856. and acts amendatory thereof and supplementary thereto; and

Whereas, under authority of the said several acts and of the general laws of the States of Minnesota and Wisconsin, the Railway Company has constructed and acquired a line of standard gauge railway, beginning at a connection with the system of railways owned by the Saint Paul, Minneapolis and Manitoba Railway Company at Hinckley, in the State of Minnesota, and running thence northeasterly in the States of Minnesota and Wisconsin, to the waters of the Saint Louis River and Bay, at West Superior, in the State of Wisconsin together with terminal properties, docks, warehouses, elevators, passenger and freight depots, yards and other terminal and station facilities situated in West Superior Wisconsin, and an equipment of rolling stock which said railway has at total length, at this date, of sixty-nine and seventy-eight one hundredths (69.78) miles of main track, and is known as the First Division of the said Company's railways; and

Whereas, the Railway Company, by an indenture made on January 21st. 1887, with the Saint Paul, Minneapolis and Manitoba Railway Company, has obtained, upon certain rentals, terms and conditions in the said indenture particularly set forth, the right for the term of ninety (90) years from and after September 1st. 1885, to run its own trains and engines over the railway of the Saint

Paul, Minneapolis and Manitoba Railway Company, between Hinckley, Minneapolis and Saint Paul, and to use the property and facilities of the Saint Paul, Minneapolis and Manitoba Railway Company appertaining to said line including terminal facilities in Saint Paul and Minneapolis; and by the same indenture has granted and leased to the Saint Paul, Minneapolis and Manitoba Railway Company upon certain rentals, terms and conditions in the said indenture particularly set forth, the right for ninety (90) years from and after September 1st, 1888, to run the trains and engines of said The Saint Paul, Minneapolis and Manitoba Railway Company, in and for the transaction of said Company's own business, between Lake Superior and any points on its own line of railway other than Saint Paul and Minneapolis, over the Railway Company's said First Division of its railway between Hinckley and Lake Superior, and to use the Railway Company's property and facilities appertaining to said line; and _____

Whereas, the Railway Company has obtained, under the laws of the States of Wisconsin and Minnesota, the necessary authority, and has determined to acquire, by purchase or construction, or by both, another line of railway, to be known as the Northern Division of its railway beginning at a connection with the said First Division at or near West Superior and extending thence in a northwesterly direction within the States of Wisconsin and Minnesota, or within the State of Minnesota alone, to a connection with the railway owned by The Saint Paul Minneapolis and Manitoba Railway Company at the Village of Winston, in Township one hundred and forty-seven, north, of Range forty, west, in the County of Polk State of Minnesota, and having a length of about two hundred (200) miles, more or less, and to equip and operate the same as a part of its railway system, for the transportation of property and persons; and _____

Whereas, under the laws of the State of Minnesota and of the State of Wisconsin the Railway Company is authorized to make and sell its bonds and obligations, secured by mortgage of its rights, properties and franchises, or any portion thereof, to such amount as may be required to procure the necessary funds for the acquisition, construction, completion and equipment of its railways, with the appurtenances thereof; and _____

Whereas, for the purpose of procuring the funds required for the construction of the said First Division of its railways, and equipping the same, and providing the same with terminal facilities, the Railway Company duly made its mortgage, bearing date January 21st., 1888, to The Central Trust Company of New York, as Trustee, of the said First Division of its railways, and of all terminals which it might at any time own in Superior, in Wisconsin, or in Duluth, in Minnesota, to secure an issue of bonds, which should not exceed five million Dollars ($5,000,000) principal in amount, and should bear interest at the rate of five (5) per centum per annum, payable semi-annually, principal and interest to be payable in gold coin of the United States, and which should mature on April 1, 1940; and

Whereas, of the said issue of bonds, four million seven hundred thousand dollars ($4,700,000) principal have, from time to time, been negotiated, and are now outstanding in the hands of the public; and _____

Whereas, the Railway Company has determined to make, issue, sell, exchange, or otherwise dispose of, its bonds to an amount not exceeding fifteen millions of dollars ($15,000,000), par value, for the following specific purposes:

First - To pay for the acquisition, by purchase or construction, or both, of the said proposed Northern Division of the Railway Company's railway and the equipment and appurtenances thereof. _____

Second - To redeem and pay off all the bonds heretofore issued or that may hereafter be issued, under the said mortgage of the Railway Company's said First Division of its railway. _____

Third - To pay the cost of acquiring, by purchase or construction or both, any branches of or extensions from either of the Railway Company's said main lines of railway, or for any extensions from any line of railway over which the Railway Company may now or hereafter have, by lease or otherwise, the right to operate its trains. _____

Fourth - To pay for such additions to the tracks, yards, stations, shops, equipments and other facilities of the Railway Company's system of railways and betterments

and improvements of the same, as may from time to time be made. And

Whereas, The Railway Company proposes to secure the payment of said bonds by deed of trust or mortgage upon the Northern Division of its railway, which it may construct or purchase, as aforesaid, and upon the railway and lines of railway now constructed in Minnesota or Wisconsin, and upon all of the bonds or obligations from either of said divisions of its railway hereinbefore mentioned that may at any time hereafter be acquired or constructed by or with the proceeds of said bonds, together with the equipments and appurtenances, and the rights, privileges, immunities and corporate and other franchises thereunto belonging or in any wise appertaining; said bonds to be of the same general form and character, save that a portion thereof shall be of the denomination of one thousand dollars, and shall be negotiable in form and pass by delivery, unless registered for the time being in the name of the owner on the books of the Company, and shall bear numbers consecutively from 1 to the highest number issued thereof, and shall have interest coupons attached attested by the fac-simile of the signature of the Secretary and another portion shall be of the denomination of five thousand dollars and non-negotiable in form, without interest coupons attached, and shall be numbered consecutively from A-1 to the highest number issued thereof; to bear date on the first day of April, 1948, and to be payable in gold coin of the United States of America, of or equal to the present standard of weight and fineness, at the office or agency of the Railway Company in the City of New York, on the first day of April, in the year 1978, and to bear interest from and after April 1, 1948, at the rate of four per centum per annum (or at such lower rate as the Board of Directors of the Railway Company shall have fixed in respect of any portion of said bonds before the issue thereof, and which rate shall be expressed on the face of each such bond), the interest being payable semi-annually on the first days of April and October in each year, at the said office or agency, and all

said bonds to be equally and ratably secured by such deed of trust or mortgage without discrimination or preference in respect of the time or times of their issue, and to be in the general form following:

United States of America
State of Minnesota

#..... No.....

Eastern Railway Company of Minnesota.
Northern Division First Mortgage
Fifty-year Gold Bond

Know All Men By These Presents, That the Eastern Railway Company of Minnesota is indebted in the sum of one thousand dollars, and hereby promises and agrees to pay said sum to the bearer, or if registered, to the registered holder of this bond in gold coin of the United States of America, of or equal to the present standard of weight and fineness, on the first day of April in the year one thousand nine hundred and forty-eight, at its office or agency in the City of New York, with interest thereon, at the rate of four per centum per annum, payable in semi-annual installments on the first days of April and October in each year, in like gold coin, upon presentation and surrender at said office or agency in the City of New York of the interest coupons hereto annexed as they shall severally become due. In case default shall be made in the payment, as aforesaid, of any semi-annual installment of interest on this bond, and such installment of interest shall remain unpaid and in arrear for a period of six months after the same shall have become due and been demanded, the principal of this bond and that of all the bonds, of the issue whereof this is one, shall become due and payable in the manner, upon the conditions and with the effect in that behalf provided in the deed of trust or mortgage hereinafter named. This bond may be redeemed by the said Railway Company at its option at any time after the first day of April A.D. 1928, at par and accrued interest and an added premium of five per centum of the face value thereof.

Notice of the time and place of such intended redemption being first given at least three months prior to such time, by publication at least once a week for six successive weeks in a daily newspaper of general circulation pub-

lished in the City of New York, as provided in said deed of trust or mortgage. _____

This bond is one of a series of bonds of the Railway Company issued and to be issued, to an amount not exceeding in the aggregate of the principal thereof fifteen million dollars, but limited as to the amount of the issue, to the extent and in the manner provided in said deed of trust or mortgage, all of the same general form and quality save that they may be issued at different rates of interest not exceeding four per centum per annum, and a portion thereof, of the denomination of one thousand dollars, are negotiable in form and pass by delivery, unless registered for the time being in the name of the owner on the books of the Company, and have interest coupons attached; and a portion thereof, of the denomination of five thousand dollars, are non-negotiable in form, without interest coupons attached, and are transferable only on the books of the Company, the negotiable being convertible into non-negotiable bonds as in that behalf provided in said deed of trust, the said bonds so negotiable in form being numbered consecutively from 1 to the highest number issued thereof and the said bonds so non-negotiable in form from A 1 to the highest number issued thereof. _____

The payment of each and all of said bonds, together with the interest thereon, without reference to the time when they shall be actually issued, is secured by a deed of trust or mortgage, bearing date the first day of April, 1898, duly executed by the said Eastern Railway Company of Minnesota to the Mercantile Trust Company, of the City of New York, as Trustee upon its Northern Division line of railway, and also upon its other railways and properties, rights, privileges and franchises in the States of Minnesota and Wisconsin as set forth in said deed of trust or mortgage, to which reference is made for a more particular description of the properties and franchises mortgaged and the nature and extent of the security and the rights of the holders of said bonds under the same, and of the terms and conditions upon which said bonds are issued and secured. _____

This bond shall pass by delivery unless registered

in the name of the owner on the books of the Company in New York. After registration of ownership, entitled hereon by the Transfer Agent or officer of the Company, no transfer except upon the books of the Company shall be valid unless the last preceding transfer shall have been to bearer which shall restore transferability by delivery; but this bond shall continue subject to successive registrations and transfers to bearer as aforesaid at the option of the holder. Registration of this bond, however, shall not affect the negotiability of the coupons, which shall continue to be transferable by delivery, or the holder hereof may at any time surrender to said Railway Company, for cancellation, all the coupons last to matured not then due, and have this bond entered on said Company's books as a registered bond. The surrender and cancellation of the coupons shall be noted on the back hereof, after which this bond shall cease to be transferable by delivery and become a registered bond, transferable only on the books of the Railway Company, and the interest thereon semi-annually, and the principal thereof when due, shall be payable only to the registered holder hereof or his legal representatives or assigns. This bond shall not become valid or obligatory upon the Railway Company until it shall be authenticated by a certificate endorsed hereon and signed by the Trustee. The payment of the principal and interest of this bond has been jointly and severally guaranteed by the Great Northern Railway Company and the Saint Paul, Minneapolis and Manitoba Railway Company, by an instrument appended to said mortgage deed, and by the guaranty thereunder executed. _____

In Witness Whereof, the Eastern Railway Company of Minnesota has caused this bond to be signed by its President and its Secretary, and its corporate seal to be hereunto affixed, this first day of April, 1898. _____

Eastern Railway Company of Minnesota

[Seal]

By . . . . . President.

Attest: . . . . . Secretary.

For Value Received, The Saint Paul, Minneapolis and Manitoba Railway Company and the Great Northern

Railway Company do hereby jointly and severally guarantee the payment of the principal and interest of this bond according to its tenor. _____

In Testimony Whereof each of said Companies has caused this guaranty to be signed by its President or Vice President and its Secretary and its corporate seal to be hereunto affixed, this first day of April, A. D., 1898. _____

The Saint Paul, Minneapolis and
Manitoba Railway Company.

Seal By .....

President.

Attest: .....

Secretary.

Great Northern Railway Company

Seal By .....

President.

Attest: .....

Secretary.

The non-negotiable bonds of the issue are to be in the same general form as the negotiable bonds, but without interest warrants or coupons, and are to be transferable only on the books of the Company and to so show on their face that they are not to be convertible into coupon bonds), and the Trustee's certificate is to be the same in form on all the bonds of the issue.

Interest Coupons.

The Eastern Railway Company of Minnesota will pay to the bearer hereof ..... dollars in gold coin, at its office or agency, in the City of New York, on the first day of ..... being six months' interest due on that day on its Northern Division First Mortgage fifty-year Gold bond. _____

No. .....

$ ....

Secretary.

Trustee's Certificate

This bond is one of the bonds described in the within mentioned deed of trust or mortgage, which bears date the first day of April, 1898, and is executed by the Eastern Railway Company of Minnesota to the Mercantile Trust Company as Trustee. _____

The Mercantile Trust Company, Trustee

By ..... President.

Now Therefore, This Indenture Witnesseth: That in order to secure the payment of the principal and interest of all such bonds at any time issued and outstanding under this indenture according to their tenor and effect, and the performance of all the covenants and conditions herein contained and to declare the terms and conditions upon which said bonds are issued and secured, the Railway Company, in consideration of the premises and of the purchase and acceptance of such bonds by the holders thereof and of the sum of one dollar lawful money of the United States of America, to it duly paid by the Trustee at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and by these presents doth grant, bargain, sell, convey and transfer unto the Trustee, and unto his successors and assigns forever, all and singular the railways and property hereinafter described, to wit:-

1. That certain line of railway, known and to be known as the Northern Division of the Railway Company's railway, as the same is now or may hereafter be constructed or acquired, beginning at a connection with the line of railway of the Railway Company commonly known as its First Division, at or near West Superior, in the State of Wisconsin and extending thence in a northwesterly direction within the States of Wisconsin and Minnesota, or within the State of Minnesota almost to a connection with the railway owned by the Saint Paul, Minneapolis and Manitoba Railway Company, at or near the Village of Fosston, situate in township one hundred and forty-seven north, of range forty west, according to the United States Government Survey, and in the County of Polk and State of Minnesota.

2. Also that other line of railway commonly known as the First Division of the Railway Company's railway beginning at a connection with the system of railways owned by the Saint Paul, Minneapolis and Manitoba Railway Company at Brinkley, in the State of Minnesota, and running thence northeasterly in the States of Minnesota and Wisconsin to the waters of Lake Superior and the St. Louis River and Bay at West Superior, in the State of Wisconsin. The said division

being designated as main lines. _____

3. Also all branches of and extensions from either of said main lines, or from any lines over which the said Railway Company may now or hereafter have the right, by lease or otherwise, to operate its trains, and which branches or extensions shall have been constructed or acquired by the Railway Company, with bonds issued hereunder, or the proceeds thereof. _____

4. Together with all and singular the railways, rights of way, roadbed, depot and other terminal grounds and all other lands, and all tracks, bridges, viaducts, culverts, fences, depots, wharves, piers, docks, elevators, warehouses, stations, station houses, engine houses, car houses, freight houses, wood houses, machine shops and other shops and all other structures and buildings whatsoever now held and owned, and which shall hereafter be constructed on land owned by this mortgage, or constructed or acquired by or with the bonds or the proceeds thereof issued under this mortgage. _____

5. Also all trackage rights now owned or held, or that may hereafter be acquired, by the Railway Company for use in connection with said lines of railway, or any part of them, under contracts with any other corporation or person; reserving, however, to the Railway Company the right, from time to time, to change or abrogate any of said contracts, and to modify or relinquish its rights thereunder as to it Board of Directors shall seem expedient, as hereinafter provided. _____

6. Also all locomotives, tenders and passenger, baggage, freight, cattle and other cars, and all other rolling stock and equipment whatsoever; all machinery, tools and implements, and all fuel, supplies and materials now owned and held, or that may hereafter be acquired or held by the Railway Company, its successors and assigns, for constructing, maintaining, operating, replacing and repairing the above described lines of railway, or any part thereof, or any of the equipment or appurtenances thereof, and all revenues, rents, tolls, income, rents, issues, profits and sums of money arising, or to arise, from said railways and terminals and other property hereby expressed to be conveyed, and from any of them. _____

7. And also all rights, franchises, powers, immunities and all the corporate and other franchises now or hereafter held and enjoyed by, or conferred upon, the Railway Company, its successors and assigns, connected with or relating to the said railways herein expressed to be conveyed, or to the branches of or extensions from either of said main lines of railway which may hereafter become subject to this Indenture, or to the maintenance and use of said main lines, branches and extensions and the reversion or reversions, remainder or remainders, estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, which the Railway Company now has or is entitled to, or which the Railway Company, its successors or assigns, shall or may hereafter acquire or become entitled to, in or concerning said railways, rights, franchises and property hereby expressed to be conveyed, and each and every part or parcel of the same, with the appurtenances thereof. _____

To Have and To Hold the above described premises and property, rights and franchises hereby expressed to be conveyed, or intended so to be, unto the Trustee, its successors and assigns, forever. In Trust Nevertheless to and for the uses and purposes, and with the powers and authority, and upon the conditions hereinafter mentioned and set forth, subject, however, as to the said First Division of the Railway Company's railway to the said mortgage or deed of trust thereon, hereinbefore mentioned, executed by the Railway Company to the Central Trust Company of New York, and dated January 21, 1888. _____

Article I.

Section 1. Until default shall be made in the payment of the principal or interest of any part of the said bonds hereby secured, or of some one or more of them, or until default shall be made in respect to something herein required to be done or kept by the Railway Company, the Railway Company shall be suffered and permitted to possess, manage and enjoy all of its lines of railway and property now constructed, or that may hereafter be constructed, with the equipments and appurtenances thereof, and the franchises appertaining thereto, and to take and use the rents, incomes, profits, tolls and issues thereof, and to possess and use said lines and property herein expressed to be conveyed in the same manner and

with the same effect as if this Indenture had not been made

Article II.

Section 1. All or any of the bonds to be issued in pursuance of and to be secured by this Indenture, may be redeemed by the Railway Company at its option at any time after the first day of April, 1925, at par and accrued interest and an added premium of five per centum of the face value thereof: Provided that if and so often as the Railway Company shall be desirous of redeeming some only of the then outstanding bonds, the particular bonds to be redeemed shall be ascertained by drawings by lot, to be made by the Trustee of so many of the said bonds as the Railway Company shall be desirous of redeeming: And Provided also, that at least three months notice of the numbers of the bonds so drawn for redemption as last aforesaid or (as the case may be) of the intended redemption of all of the said bonds then outstanding, shall be given by publication at least once a week for six weeks in a daily newspaper of general circulation published in the City of New York. Such notice shall state the number of the bonds so drawn or (as the case may be) the intention to redeem the whole of the bonds of such series, and that the same will be redeemed at the rates last aforesaid, with accrued interest, on the next succeeding first day of April or first day of October, as specified in such notice (being not less than three months from the date of the first publication of such notice), after which date interest upon the bonds so to be redeemed shall cease to accrue. _____

All bonds redeemed and paid as hereinbefore provided shall forthwith be cancelled in the presence of a representative of the Trustee and a representative of the Railway Company, and the Trustee shall thereupon note upon the mortgage the fact of such cancellation and destruction, together with a memorandum of the numbers of the respective bonds so cancelled, and shall thereupon deliver the bonds so cancelled to the Railway Company. _____

Section 2. Until the redemption or payment of any bonds issued as herein provided the Railway Company shall pay interest thereon at such rate not exceeding four per centum per annum as the Board of Directors of the Railway Company shall, from time to time, fix before each bond is issued, and as shall be expressed upon the face thereof as the same are issued. Such interest shall be paid in semi-annual instalments on the first days of April and October of each year. _____

Section 3. The Railway Company hereby obligates itself to, and for the benefit of, each and every holder of any bonds issued hereunder, to pay said bonds and the interest thereon punctually, at the times aforesaid, at its office or agency in the City of New York, in gold coin of the United States of, or equal to, the present standard of weight and fineness.

Section 4. All of the bonds issued hereunder shall be of the same general form and character, save that a portion thereof, of the denomination of one thousand dollars, shall be negotiable in form, and pass by delivery, unless registered for the time being in the name of the owner on the books of the Company, and shall have interest coupons attached, attested by the fac-simile of the signature of the Secretary, and a portion thereof, of the denomination of five thousand dollars, may be non-negotiable in form, without interest coupons attached, and transferable only on the books of the Company. _____

Section 5. Bonds issued by this Indenture in the said negotiable form with coupons attached, which have been properly issued under the provisions hereof may be exchanged in multiples of five thousand dollars for a bond or bonds of the said issue to the same amount, and bearing the same rate of interest, of non-negotiable form without coupons, to be certified and issued in place thereof in manner following, viz: That is to say, that whenever and as often as the lawful owner and holder of any such coupon bonds shall, at any time before maturity thereof, surrender the same to the Railway Company, with all the unpaid interest coupons thereof, for such exchange, the Railway Company shall, and it hereby undertakes and agrees that it will, receive and cancel the same and the said coupons thereof, and issue to the person or party so surrendering the same, in place thereof, a bond or bonds of the same aggregate amount, of the said non-negotiable form, which shall also bear interest at the same rate as the bonds so surren-

and from the date of the last so attached and paid coupon appertaining thereto; and upon the production by the Railway Company of such surrendered bonds and coupons to the Trustee, properly cancelled so that the same cannot again be put in circulation, or upon so cancelling the same in the presence of the Trustee, it shall be the duty of the Trustee to certify, and the Railway Company may thereupon deliver such bond or bonds of the said issue of said non-negotiable form in exchange for the bonds and coupons so surrendered, but the non-negotiable bonds so issued in exchange shall not be reconvertible into coupon bonds, nor shall any of the bonds of said issue, issued in said non-negotiable form, be convertible into negotiable or coupon bonds. It shall be the duty of the Trustee, as well as of the Railway Company, to keep a record of the bonds so exchanged, showing the numbers of the coupon bonds so surrendered for exchange, and the numbers of the non-negotiable bonds so issued in place thereof which shall at all times be open to the inspection of all parties interested. ———

Section 6. None of the bonds secured by this indenture shall become obligatory upon the Railway Company, or be secured hereby, until a certificate of the Trustee shall be endorsed thereon, to the effect and in the form herein above set forth; and the said bonds shall be so certified by the Trustee upon the terms and conditions and to the amounts prescribed by this Indenture and not otherwise.

Section 7. The Railway Company shall keep a transfer office or agency in the City of New York, and at such office or agency an appropriate book for the transfer of negotiable bonds, and at the same place shall also keep another book for the registration of the holders thereof, denominated "Negotiable Bond Register". ———

Section 8. All coupon bonds issued by this Indenture shall be payable to bearer and be negotiable and shall pass by delivery, unless registered, for the time being in the name of the owner thereof as hereinafter provided.

Section 9. The holder of every such bond may have his name and address and the number and denomination of the bond held by him entered in the said Negotiable Bond Register upon presentation at the Railway Company's office or agency where the said

register is kept, of a written statement of the said particulars signed by himself and proving his title to such bond, by the production thereof. ———

Section 10. Every such registration of ownership shall also be noted on the bond itself. ———

Section 11. After such registration of ownership of any such bond, no transfer thereof shall be made except in writing in the said transfer book by the person registered as the owner thereof for the time being, or his legal representatives, or his or their agent or attorney thereunto duly authorized, so as to show the number and denomination of the bond transferred and the name and address of the transferee, unless such transfer shall be made to bearer, in which case that fact shall be entered upon the said transfer book. ———

Section 12. Every such transfer shall also be noted on the bond itself, and, if the last transfer be to bearer, its transferability by delivery shall thereby become restored.

Section 13. Every such bond shall be subject to successive registration and transfer to bearer as aforesaid, at the option of each holder thereof. Or the holder of any such bond may at any time surrender to the Railway Company for cancellation all the coupons thereto annexed not then due, and have such bond entered on the proper book as a registered bond. The surrender and cancellation of the coupons shall be noted on the back of such bond, after which such bond shall cease to be transferable by delivery and shall become a non-negotiable registered bond, transferable only on the books of the Railway Company, and the interest thereon semi-annually and the principal thereof when due, shall be payable only to the registered holder of such bond or his legal representatives or assigns.

Section 14. The bonds of the issue herein provided for to be non-negotiable in form and without interest coupons attached, shall be transferable only in the books of the Railway Company. ———

Section 15. The Railway Company shall keep at its said transfer office or agency in the City of New York, an appropriate book for the transfer of such bonds, and at the same place another book for the registration of the holders thereof, denominated "Non-negotiable Bond Register".

Section 16. When any non-negotiable bond is issued upon

shall be entered in said non-negotiable Bond Register the number thereof and the name and address of the party to whom it is issued. _____

Section 17. Whenever a transfer of any such bond is made the fact of such transfer shall be entered in said register so as to show the number of the bond transferred and the name and address of the transferee. _____

Section 18. Every such registration and transfer shall be noted on the bond. _____

Section 19. No such transfer shall be made or shall be valid, except in writing on the said transfer book by the person registered as the owner, for the time being, or his legal representatives or his or their agent or attorney, thereunto duly authorized. _____

Section 20. The Trustee shall have free access, at all reasonable hours and times, to such bond register, and from time to time, on request thereof, in writing, shall be furnished with a copy of the entries on such registers by the Railway Company. _____

Section 21. In case any coupon bond issued hereunder with the coupons thereto appertaining, or any registered bond without coupons, shall become mutilated, or be destroyed, the Railway Company, in its discretion may cause, and thereupon the said Trustee shall certify and deliver, or cause to be certified and delivered, a new bond of like tenor and date bearing the same serial number, in exchange and substitution for and upon cancellation of the mutilated coupon bond with its coupons, or the registered bond, or, instead of the coupon bond with its coupons, or the registered bond, so destroyed, upon receipt of satisfactory evidence of the destruction of such coupon bond and its coupons, or of such registered bond, and upon receipt also of satisfactory indemnity. _____

Article III.

Section 1. The total aggregate principal of bonds to be issued hereunder and secured hereby at any time outstanding shall never exceed the amounts stated below in this section, that is to say: _____

First:- Five million dollars ($5,000,000.) principal, which may be issued for acquiring by purchase or by construction, or by both, the said Northern Division of the Railway Company's railway. _____

Second:- An amount equal at par to the amount of the principal of the mortgage bonds heretofore or hereafter issued by the Railway Company under its said mortgage to the Central Trust Company of New York, as Trustee dated January 21, 1887, not exceeding five million dollars ($5,000,000) principal in all; the bonds issuable under this subdivision of this article to be issued only for the purpose of retiring and redeeming the said bonds issued under said mortgage of January 21, 1887. _____

Third:- An amount equal at par to the actual cost, but in no event to exceed twenty thousand dollars ($20,000) for each mile of main track of any branch from or extension of either of the Railway Company's said main lines of railway, at any time hereafter acquired by the Railway Company, by construction or purchase, or by both, and hereinbefore made subject to the lien of this Indenture and free from any lien or encumbrance prior to the lien of these presents. _____

Fourth:- An amount equal to the actual cost and outlay made by the Railway Company at any time hereafter for the acquisition, by purchase, or by construction, or by both, of terminal properties and facilities at or in the vicinity of the head of Lake Superior, including grounds tracks, buildings, wharves, slips, elevators, shops, warehouses, depots or other structures, or for building any additional main or side tracks, passing tracks, or yard tracks, to the Railway Company's property or railways wherever situated, or for any other additions to or betterments of the Railway Company's properties and plant, of the character which by the usages of railway companies are treated as acquisitions or capital account or for procuring additional motive power, rolling stock, shops, tools and machinery for use in connection with the Railway Company's railways and plant; Provided, that the amount of bonds to be issued under this subdivision fourth shall not exceed two hundred thousand dollars ($200,000) par value thereof in any one calendar year. _____

Fifth:- An amount equal to the reasonable cost and value to the Railway Company of the securities, whether stock or bonds, in any terminal or transfer railway company whose tracks and facilities shall connect with those of the Railway Company, or can reasonably be so connected at or near the head of Lake Superior, which securities may at any time hereafter be purchased

by the Railway Company and which shall have been by the Railway Company duly transferred to and deposited with the Trustee so as to become part and parcel of the properties and rights covered by this Indenture. Provided, however, that the amount of bonds so to be issued hereunder shall not exceed at their par value the fair value of the property represented by the stocks or bonds so transferred to and deposited with the Trustee. And provided further that the Railway Company shall not be entitled to use the bonds covered hereby or their proceeds, for the purchase of any such stocks or bonds, unless by such purchase at least a controlling interest in such stocks or bonds respectively shall be acquired and transferred to the Trustee, it being the intention of this provision to prevent the bonds issued hereunder or their proceeds being used for the purchase of only a minority interest in any such stocks or bonds.

Sixth. - The total principal of bonds hereby secured issuable for all the purposes above stated, and at any time outstanding, shall never exceed the sum of fifteen millions of dollars ($15,000,000). _____

Section 2. The bonds issuable for the purpose stated in the first subdivision of the first section of this article shall be executed by the Railway Company and delivered to the Trustee, and the Trustee shall forthwith, upon the execution and sending of this instrument, certify and deliver the same to the Railway Company or upon its order and the Railway Company hereby undertakes, for the benefit of the holders of such bonds, to acquire, construct and complete as soon as may be, as a single track railway, in readiness for operation the said Northern Division of its railway. _____

Section 3. The bonds issuable for the purposes stated in the second subdivision of the first section of this article shall be issuable when and as the Railway Company shall procure to the Trustee hereunder the bonds of the said prior issue, with all unmatured coupons attached thereto respectively cancelled, so as to make them incapable of further issue or circulation, and such new bonds shall be issuable to the same amount as that of the principal of the prior bonds so cancelled.

Section 4. The bonds issuable for the purposes stated in the third subdivision of the first section of this article shall be issuable upon presentation to the Trustee of a written certificate, executed by the President or Vice President and the Chief Engineer of the Railway Company, setting forth the facts which by the terms of the said subdivision confer upon the Railway Company the right to issue such bonds. Such certificate shall specify the precise point of beginning and ending of the mileage covered thereby, and also the precise length of main track comprised in the same. _____

Section 5. The bonds issuable under the fourth subdivision of the first section of this article shall be issuable upon presentation to the Trustee of a written certificate executed by the President or Vice-President and the Chief Engineer of the Railway Company, setting forth the facts which, or the terms of the said subdivision, confer upon the Railway Company the right to issue such bonds. Such certificate shall particularly describe and specify the addition or betterment for the cost of which it is proposed to issue such bonds, and the actual cost in money to the Railway Company of acquiring the same whether by purchase or by construction, or both.

Section 6. The bonds issuable for the purposes named in the fifth subdivision of the first section of this article shall be issuable when and as the Railway Company shall make due transfer and delivery of the securities of such terminal or transfer railway company to the Trustee, to be held as a part of the properties hereby mortgaged, and shall also produce to the Trustee a written certificate of its President or Vice President, setting forth the actual cost to the Railway Company of the securities so transferred, the fair value of the properties represented thereby, and stating further that the securities so transferred represent at least a controlling interest in the property which they represent. _____

Section 7. Before issuing any bonds secured by this indenture, the Board of Directors of the Railway Company shall, by resolution, declare the purpose of the Railway Company to issue and negotiate the same, which resolution shall specify the amount of the principal of all the bonds to be issued, and the purposes for which the same are to be issued, and the Railway Company

covenants and agrees that such bonds and their proceeds shall be used only for the purposes specified in this ~~next~~ Article IV.

Section 1. The payment of the principal and interest of all bonds issued in pursuance of this Indenture is equally and ratably secured hereby, without regard to the time of issuance thereof. ———————

All such bonds shall be signed by such person as shall at the time of such signing be the President or Vice-President of the Railway Company, and the corporate seal of the Railway Company thereto affixed shall be attested by such person as shall at such time be the Secretary thereof. In case the officers of the Railway Company who shall have signed and sealed any of said bonds as aforesaid shall cease to be such officers after delivery of such bonds to the Trustee, such bonds may, nevertheless, upon the request of the Railway Company, be issued, certified and delivered as hereinabove provided, as though the persons who signed and sealed such bonds had not ceased to be officers of the Railway Company. ———————

The coupons to be attached to such bonds shall be authenticated by the engraved signature of the present Secretary, or of any future Secretary, of the Railway Company, it being intended that the Railway Company may adopt and use for that purpose the engraved signature of any such Secretary, notwithstanding the fact that he may have ceased to be Secretary of the Railway Company at the time when such bonds shall be actually certified and delivered.

Article V.

Section 1. Upon the written request of the Railway Company, approved by resolution of its Board of Directors from time to time while the Railway Company is in possession of the mortgaged premises and not in default hereunder, the Trustee, subject to the conditions and limitations in this article prescribed, shall release from the lien and operation of this Indenture the lands and premises at any time acquired or held by the Railway Company but not used in connection with any of its railways, stations, depots, shops or other buildings or for the supplying of fuel, gravel or other materials

Provided, first, That no part of the lines of main track or the right of way therefor shall be released or the continuity thereof be broken; second, that the lands or premises so released shall not in any one calendar year exceed in the aggregate the value of fifty thousand dollars ($50,000).

Section 2. The Railway Company may also, in its discretion, dispose of such part of the equipment, machinery or implements now or at any time hereafter acquired or held for the use of any of the said railways as shall have become unfit or unnecessary for such use. ———

Section 3. The money or proceeds derived from the sale or disposition of such property pursuant to section one or section two of this article, shall within a reasonable time after such sale or disposition be reinvested in lands, equipment, machinery or implements for the use of said railways, and any and all lands and premises that shall be acquired for use in connection with said railways, in substitution for any so released and conveyed, and all new and other equipment, machinery and implements which shall be acquired to replace any as disposed of, shall, by virtue hereof, become and be immediately on the acquisition thereof, subject to the first lien and operation of this Indenture, without any new conveyance, transfer or other act or ceremony whatever. But any such lands or premises so acquired shall nevertheless, be conveyed to the Trustee upon the trusts hereof if the Trustee shall so require; and if the moneys or proceeds received from the sale or disposition of such property by the Railway Company are not reinvested in other property as in this article provided, within a reasonable time, such moneys or proceeds shall be paid over, assigned or conveyed to the Trustee upon the trusts hereof, if the Trustee shall so require.

And whenever the moneys so received and held by the Trustee shall amount to the sum of ten thousand dollars the same shall be used by it in the purchase of the bonds of this issue at their market value, which bonds so purchased shall at once be cancelled by the Trustee, and notice thereof given by it to the Railway Company.

Section 4. The Railway Company shall have full right and power from time to time, and at all times, to modify or abrogate any contract with any other corporation or

person, by or under which the Railway Company now possesses or shall at any time possess or enjoy any right of use of the tracks or other property of such other person or corporation, and to release or abandon all or any part of its rights under any such contract, whenever the Board of Directors of the Railway Company shall deem such modification or abrogation, abandonment or release, to be for the interest of the Railway Company, and shall so declare by resolution; Provided always, that the indenture made on January 21st, 1885, by the Saint Paul Minneapolis and Manitoba Railway Company, under and by which the said Eastern Railway Company of Minnesota has obtained, upon certain rentals, terms and conditions in said indenture particularly set forth the right, for the period of ninety years from and after September 1, 1885, to run its own trains and engines over the railway of the said Saint Paul, Minneapolis and Manitoba Railway Company between Hinckley, Minneapolis and Saint Paul, and to use the property and facilities of the said Saint Paul, Minneapolis and Manitoba Railway Company in the cities of Minneapolis and St. Paul, shall not be abrogated or so changed as to cut off or impair the right of the Railway Company to run its own trains and engines to Minneapolis and Saint Paul over tracks of the said Saint Paul, Minneapolis and Manitoba Railway Company, or to use the property and facilities of the said Saint Paul, Minneapolis and Manitoba Railway Company, substantially as provided in said indenture.

Section 5. The Railway Company, during the continuance of the trust hereby created, shall have power and authority, with the consent, in writing of the Trustee, to release from the lien and operation of these presents any portion of the lands and premises owned hereby, or at any time acquired or held by the Railway Company for use in connection with any of its said railways, or the construction, maintenance or operation thereof, and the proceeds thereof in case of sales unless reinvested in other lands, or in equipments, for use upon

or in connection with said railways, shall be paid over to the said Trustee, and become subject to the trusts hereof, and to be invested as provided in section three of this article; Provided always, that any and all lands and premises which shall be acquired for use in connection with the said railroad in substitution for or with the proceeds of any lands so released or conveyed, as well as all cars or other equipment, machinery or implements which may be acquired with the proceeds of any so disposed of, shall, by virtue and force hereof, become and be, immediately upon the acquisition of the same, subject to the lien and operation of these presents, without any new conveyance or transfer, but any of such lands and premises so acquired shall, nevertheless, be conveyed to the Trustee upon the trusts hereof, if the Trustee shall so require.

Article VI.

Section 1. In case default shall be made in the payment of interest upon the bonds issued hereunder or any part thereof, and such default shall continue for a period of six months after the said interest shall have become due and payable, and been demanded by the party entitled to receive the same, then and from thereafter, the immediate payment of the principal of each and all of said bonds shall, at the option of the Trustee, become and be made obligatory upon the Railway Company. A majority in amount of the holders of said bonds which shall then be outstanding, and upon which default shall have been made and be continued as aforesaid, shall have power by an instrument in writing under their hands and seals, at any time before the actual payment and acceptance of the interest in arrear, to instruct the Trustee to declare the payment of the principal and interest of said bonds immediately obligatory upon the Railway Company, or to waive the right to so declare upon such terms and conditions as such majority shall desire.

Section 2. Such majority in amount may, by such instrument in writing, waive and annul any declaration of the Trustee with respect to the payment of the principal of said bonds becoming immediately obligatory upon the Railway Company.

Section 3. No act or omission of either the Trustee or of the holders of said bonds shall extend to, or be taken in any manner to affect any subsequent default or any right resulting thereon.

~~Section 3. No act or omission of either the Trustee or of the holders of said bonds shall extend to, or be taken in any manner to affect any subsequent default or any right resulting thereon.~~

Section 4. In case the premises hereby conveyed or any portion thereof shall be sold under or by virtue of any lien which may have priority over the lien of this Indenture, the principal of all the bonds hereby secured shall become immediately due and payable simultaneously with such sale.

Article VII.

Section 1. If default shall be made in the payment of any part of the principal or interest of said bonds and such default continue for a period of six months or in case default shall be made in observance or performance of any matter in these presents covenanted required to be observed and performed by the Railway Company, its successors or assigns, and such default continue for a period of six months in either of such cases it shall be lawful for the Trustee personally or by its attorneys or agents, to enter into and upon all and singular the railways and premises hereby conveyed, or intended so to be, or any part thereof, and from thenceforth to have, hold, possess and use said railways and premises and each and every part and parcel thereof, subject to the lien of these presents, operating and conducting the business of the same by its superintendents managers and agents, and to make, from time to time all renewals, repairs and replacements, and such useful alterations and additions and improvements thereto, as may seem to it or them to be necessary and judicious; to collect and receive all tolls, fares, rates, income, rents and issues and profits of the same and of every part thereof, and after deducting the expenses of operating said railways, and conducting the business thereof, and of the said renewals repairs, replacements, alterations, additions, improvements, and all payments which may be made or may be due for taxes, assessments, charges, or arrears, prior to the lien of this Indenture upon said railways and premises, or any part thereof, as well as just compensation for services of the Trustee, and of such attorneys, counsel, or other agents or persons as shall have been by it employed, the Trustee shall apply the money arising from such collections and receipts, as aforesaid to the payment of interest on the said bonds in the order in which said interest shall have been or shall become due, pro rata, to the persons entitled to such interest, and if, after paying interest in full the interest which shall have accrued upon such bonds; a surplus of the moneys arising as aforesaid shall remain, and the redemption of said bonds shall not then have become and remain obligatory, according to the provisions hereof, upon the Railway Company, and such surplus or some part thereof shall not, in the judgment of the Trustee, be required for the protection of the property, or to provide for said bonds subsequently to fall due, the same shall be paid over to the Railway Company; but in case payment of the principal of said bonds, or of any part thereof, shall have become and remain obligatory under the conditions above upon the Railway Company, the surplus arising as aforesaid shall be reserved to be applied to the payment of the principal of said bonds, upon a sale of the mortgaged railways and premises, as hereinafter provided.

Article VIII.

Section 1. In case default shall be made in the payment of the interest upon said bonds, or any part thereof, as mentioned in the last preceding article, and shall continue as mentioned in said article, or in case default shall be made in the payment of the principal of any of the said bonds, the Trustee may, after entry as mentioned in said last preceding article, or otherwise, or without entry, personally or by its attorneys or agents, sell and dispose of the said railways and premises, and all and singular the properties, rights, privileges and franchises mortgaged by this Indenture and which shall then be subject to the lien hereof, at public auction in the City of Duluth in the State

of Minnesota, and at such time as the Trustee shall appoint, having first given notice of the time and place of such sale, by advertisement published not less than three (3) times a week for six (6) successive weeks immediately preceding the date of sale, in two or more newspapers of good circulation, printed in the English language, and published in the Borough of Manhattan, in the City of New York, and one or more like newspapers published in the City of Duluth. ———

Section 2. The Trustee may adjourn such sale from time to time, in its discretion, and after so adjourning may make the sale, without further notice, at the time and place to which the same be so adjourned; and may make and deliver to the purchaser or purchasers of such railways and premises, or any part thereof, a good and sufficient deed or deeds in fee simple, for the properties so sold. ———

Section 3. Such sale and conveyance, made as aforesaid, shall be a perpetual bar, both in law and in equity, against the Railway Company, its successors and assigns, and all other persons claiming said premises or any part thereof, by, from, through or under the Railway Company, its successors or assigns. ———

Section 4. After deducting from the proceeds of such sale, just allowance for all expenses thereof, including attorney's and counsel fees, and all other expenses, advances or liabilities which shall have been made or incurred by the Trustee in operating or maintaining the said railways, or premises, or in managing the business thereof, and all payments made by it for taxes and assessments, and for charges and liens prior to the lien of these presents, on the said railways and premises, or any part thereof, excepting charges subject to which the property is sold, as well as a reasonable compensation for its own services, it shall be lawful for the Trustee, and it shall be its duty to apply the residue of the moneys arising from such sale to the payment of the principal of the said bonds and the interest thereon that shall have then accrued and remain unpaid. If, after the payment of the principal of said bonds, with interest as aforesaid, a surplus of said proceeds shall remain, the Trustee shall pay such surplus to the Railway Company, its successors or assigns, or to whosoever shall be entitled thereto.

Section 5. The receipt of the Trustee shall be a sufficient discharge to the purchaser or purchasers at such sale for his or their purchase money; and, having such receipt the purchaser or purchasers shall not be obliged to inquire into the application of the purchase money or for the trusts or purposes of this Indenture, or be in any way answerable for any loss, misapplication or non-application of such purchase money, or be obliged to inquire into the necessity, expediency or authority of or for such sale.

Article IX.

Section 1. At any public sale of the said railways and properties, or any part thereof, whether made by virtue of the power hereinbefore granted or by judicial authority, the Trustee, upon written request of the holders of three-fourths in amount of the then outstanding bonds, and the surrender of such three-fourths of said bonds secured hereby for use at such sale, may bid for and purchase or cause to be bid for and purchased, the properties so sold in behalf and for the use and benefit of all the holders of bonds and coupons secured by this instrument, and then outstanding, in the proportion of the respective interests of the holders of such bonds and coupons, at a reasonable price, if but a portion of such properties shall be sold; but if all of said properties shall be sold, then at a price not exceeding the whole amount of the principal of such bonds then outstanding with the interest accrued thereon and the expenses of such sale; and in such case no holder of such bonds or coupons shall have any claim in or to the premises sold or to the proceeds of the sale except for his pro rata share of the purchased premises, as represented by the stock or other securities of a new or reorganized company, to be formed by, or for the use and benefit of, all the holders of the said bonds and coupons then outstanding and unpaid. And in such case, upon like request, it shall be the duty of the Trustee to take proper proceedings for the formation of such new or reorganized company. ———

Section 2. Upon the happening of any such event as

is hereinbefore declared agreed or provided, to authorize the Trustee to sell the said premises, estates, franchises, rights, privileges and property or to take any proceedings to that end and the Trustee shall be entitled in its discretion instead of proceeding under the power of sale hereinbefore contained, or in addition to such proceedings, to proceed by bill in equity or other appropriate proceedings, in any courts of competent jurisdiction, to foreclose this Indenture or enforce the rights, liens and securities of the Trustee & the bondholders thereunder; and thereupon the Trustee shall be entitled to have the property hereby granted or conveyed, or intended so to be, sold by judicial sale, under the order or decree of such court or courts, for or towards the satisfaction of the principal and interest due or owing upon the then outstanding bonds, issued under or entitled to the benefit of the security of this Indenture, and for the enforcement of the rights, liens and securities of the Trustee and the bondholders, and, in case of such judicial sale, the net proceeds thereof shall be applicable and distributable in like manner as hereinbefore provided with respect to the net proceeds of sale of such mortgaged properties, rights and franchises, under the power of sale hereinbefore contained; and all the stipulations and provisions in this Indenture contained with reference to or consequent upon a sale of such mortgaged premises, estates, franchises, rights, privileges and properties when or if sold under said power of sale shall be applied so far and nearly as may be, in case of such judicial sale being made under the order, judgment or decree of any court. _____

Section 3. In case of such sale as hereinbefore authorized being made by the Trustee, or in case of any judicial sale being made of the said properties, rights, privileges and franchises hereby conveyed, or any part thereof in enforcement of the lien hereby created, the purchasers at such sale shall be entitled in making settlement for and payment of the purchase money bidden at such sale, to turn in or use towards the payment of such purchase money any of the bonds and undue interest coupons held by such purchasers, towards the payment whereof the net proceeds of such sale shall be legally applicable, returning such bonds and

coupons, or the amount so turned in or used of the same for such purpose, at such time as would be payable out of the net proceeds of such sale to the holders of such bonds and coupons, for their just share or proportion of such net proceeds of sale, upon due apportionment thereof. If the net proceeds of such sale be sufficient to extinguish such bonds and coupons, so turned in or used, they shall be cancelled by the person or persons making the sale; and if such net proceeds suffice to make a partial payment only upon such obligations, due endorsement shall be made upon the same of the amount realized on account thereof, and said bonds and coupons so endorsed, shall be returned to the holders. _____

Article X.

Section 1. It shall be the duty of the Trustee to exercise the power of entry hereby granted, or the power of sale hereby granted, or both, or to proceed by suit or suits in equity or in law, to enforce the rights of the bondholders, in the several cases of default on the part of the Railway Company or its successors herein specified, in the manner and subject to the qualifications herein expressed, upon the requisition of the holders of bonds and coupons, as herein prescribed as follows: _____

Section 2. If default shall be made in the payment of any instalment of interest upon said bonds, and such default shall continue for a period of six months, or if default shall be made in the payment of the principal of said bonds, then and in every such case, upon a requisition in writing, signed by the holders of such bonds, to an aggregate amount of not less than one-third of all the bonds then outstanding and adequate and proper indemnification of the Trustee against the costs, expenses or liabilities to be by it incurred, it shall be the duty of the Trustee to enforce the rights of the holders of bonds and coupons under these presents by entry, sale or suits in equity or in law, as and under advice of counsel the Trustee shall deem most expedient for the interests of the holders of such bonds, the rights of entry and sale herein granted being intended as cumulative remedies, additional to all other remedies allowed by law for the execution and enforcement of the trusts hereunder.

Section 3. The majority in amount of the holders of the

said bonds for the time being, by an instrument under their hands and seals, direct the Trustee to waive such default upon such terms as may be directed by such majority in such instrument.

Section 4. No holder of bonds or coupons issued hereby shall have the right to institute any suit or proceedings for the foreclosure of this Indenture or the execution of the trusts thereof, except upon and after the refusal or neglect of the Trustee to proceed to act in the premises upon requisition and indemnification as aforesaid; and it shall be lawful for a majority in amount of the holders of such bonds, for the time being, to direct the party or parties bringing any suit or proceedings to waive the default or defaults on which it is founded in like manner as is hereinbefore provided for, as respects a direction to the Trustee to waive default, and such default or defaults shall thereupon be deemed to have been waived for all purposes as respects such suit or proceedings.

Section 5. No action taken by the Trustee or by the holders of bonds or coupons under the last preceding section shall prejudice or in any manner affect the powers or rights of the Trustee, or of holders of bonds or coupons, in the event of any subsequent default.

Section 6. If the Railway Company or its successors shall make default in the performance or observance of any other condition, obligation or requirement by this Indenture imposed upon it, then, and in such case the Trustee shall, upon requisition and indemnification, as above in this article provided, proceed to enforce the rights of the holders of bonds and coupons under this Indenture in the manner hereinbefore in this article provided, subject to the power of any such majority in amount of the holders of bonds at any time to direct, in manner aforesaid, the waiver of such default or breach. No action taken by the Trustee or by the holders of bonds or coupons under this section shall in any manner prejudice or affect the powers or rights of them, or any of them, in case of any subsequent default or breach.

Article XI.

Section 1. In all cases where, under the provisions

of this Indenture, any action is to be taken by the Trustee, or any other person or persons, upon the direction or request of the holders of the bonds hereby secured, such direction or request shall be made by a writing or writings, signed by the holders of the required amount of the said bonds then outstanding, or by their duly authorized agent or agents under written appointment.

Section 2. Proof of the execution of any such request, or of the writing appointing any such agent, and of the holding by any person of coupon bonds transferable by delivery, shall be sufficient for any purposes of this Indenture if made in the following manner.

The fact and date of the execution by any holder of any such request, or of any other instrument or writing, may be proved by the certificate of any notary public or other officer authorized to take acknowledgement of deeds, that the person signing such request or written appointment or instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution.

Section 3. The amount of coupon bonds transferable by delivery, held by any person executing any such request or written appointment of agency, and the amount and issue numbers of the bonds held by such person, and the date of his holding the same, may be proved by the certificate executed by any Trust Company, bank, bankers or other depository, wherever situated, if such certificate shall be deemed by the Trustee to be satisfactory showing that at the date therein mentioned such person had on deposit with or exhibited to such depository the bonds therein described. The ownership of registered coupon bonds or of registered bonds without coupons shall be proved by the registry of such bonds as provided in this Indenture. Such proof shall be conclusive in favor of the Trustee, with regard to any action by it taken under such request or other instrument.

Section 4. The bearer of any coupon bond hereby secured which at the time shall not be registered as hereinbefore provided, and the bearer of any coupon for interest on any such bond, whether the same shall be registered or not, may be deemed and treated by the Railway Company and the Trustee, as the owner of such bond or coupon

as the case may be, for the purpose of receiving payment thereof, and for all other purposes, and no notice to the contrary shall affect the Railway Company or the Trustee.

Article III.

Section 1. The word "Trustee" whenever used in this Indenture or in any part hereto, is intended to refer to and to describe and the same shall in all cases be construed to mean the corporation, person or persons, who, for the time being, shall be charged with the execution of the trusts of these presents, and in case of more than one Trustee, the surviving or continuing Trustee, if any there be, shall be competent to exercise any and all powers and authorities herein granted to the party of the second part. _____

Section 2. The Trustee shall be entitled to reasonable compensation for any and all services that may hereafter be rendered by it in said trust, which compensation the Railway Company shall pay; but in case the Railway Company should make default in such payment, the same may be retained by the Trustee out of any trust money coming into its hands, and such reasonable sum as shall be so retained shall, unless the Trustee be then in possession of the mortgaged railways and premises, as provided herein, become and be a lien upon said railways and premises, and be secured by the Trusts of this Indenture, to be paid by the Railway Company, with interest. _____

Section 3. The Trustee shall not be answerable for the fault or misconduct of any agent or attorney appointed by it under or pursuant to this Indenture, if such agent or attorney shall be selected with reasonable care, nor for any error or mistake made in good faith, but shall be liable only for personal misconduct or negligence in the execution of its trusts. _____

Section 4. Any Trustee may resign the trust hereby created, and be discharged from all further duties thereunder, upon giving three months' notice in writing to the Railway Company, and by giving like notice to the bondholders by publication at least once in each week, for twelve successive weeks, in a newspaper of good circulation published in the Borough of Manhattan in the City of New York, and in such a newspaper

published in the City of Saint Paul, Minnesota, And any Trustee may be removed by the service upon him of a written notice to that effect, signed by the holders of a majority in amount of said bonds at the time outstanding. If at any time hereafter any Trustee hereunder shall die or be removed, as herein provided, or be removed by a court of competent jurisdiction, or shall become incapable or unfit to act in such trust, a successor Trustee may be appointed by a written instrument naming such successor, signed by the holders of a majority in amount of the said bonds then outstanding. _____

Section 5. In case any Trustee hereunder shall die or resign or be removed, as herein provided, or otherwise, or become incapable or unfit to act in said trust, all the powers and authorities of the Trustee hereunder shall, if there be an associate Trustee continuing in office, vest in such associate Trustee, subject to the provisions of this section, until the appointment of a successor to said Trustee; and upon the appointment of a successor to said Trustee, such successor shall, by virtue of these presents, and without any further assurance or conveyance, become vested with and become entitled to exercise any and all powers and authorities which his predecessor in said Trust might have exercised. Nevertheless the Trustee so resigning or so removed and in case of his death, the surviving Trustee, if any there be, shall, if required by a majority in amount of the said bondholders, or by the new Trustee who may be appointed, execute, acknowledge and deliver to such new Trustee a good and sufficient deed or other instrument to vest in him all the powers and authorities which were possessed by his predecessor in said trust under and by virtue of these presents. _____

Section 6. If it shall prove, after reasonable exertion to be impracticable to appoint a Trustee in the manner aforesaid, and that the appointment of a new Trustee may be inconveniently and unreasonably delayed, and such vacancy in said trust shall have continued for the period of ninety (90) days, it shall be competent for any holder or holders of the said bonds, to the amount of not less than one-fifth part of the amount of all said bonds then outstanding, to apply to any court of competent

jurisdiction for the appointment of a new Trustee to fill such vacancy upon such reasonable notice to the parties interested, including the surviving or continuing Trustee if any there be, as well as to the Railway Company as the said Court may prescribe.

Section 4. Any Trustee lawfully appointed upon such application, shall become vested with the same powers and authorities as if appointed by the said bondholders.

Article VIII

Section 1. The Railway Company, its successors and assigns, shall and will seasonably, in each and every year, while any of the bonds created by these presents shall remain outstanding, pay and discharge all taxes and assessments of every sort and description which may be lawfully imposed, levied, or assessed upon all or any part of the franchises or other property herein or hereby conveyed, or intended so to be, in such manner as to keep the mortgaged premises and property free and clear of any incumbrance by reason thereof.

Section 2. The Railway Company, its successors and assigns, shall also, from time to time and at all times hereafter and whenever thereunto required by the Trustee, execute, acknowledge and deliver all such further deeds conveyances and assurances in the law, for the better assuring unto the said Trustee upon the trusts herein expressed, the railways and premises aforesaid, acquired and to be acquired, together with their appurtenances and franchises, and all and singular the properties and things hereinbefore mentioned and described or referred to, acquired and to be acquired, and granted or conveyed, or intended so to be granted or conveyed, to the Trustee, or its successors in the trusts created by these presents, as by the Trustee, or by its legal advisers, shall be reasonably advised or required.

Section 3. The Railway Company, its successors and assigns, shall also punctually, at maturity, pay and discharge the interest and principal of all prior liens and incumbrances upon the properties mortgaged by these presents, including the said mortgage of January 21, 1875, to the Central Trust Company of New York, as the same shall become respectively due and payable, and in such manner as to prevent the seizure or sale under legal process or otherwise of any part of the mortgaged railways and premises for the satisfaction of such interest or principal, and shall also pay the installs and perform the covenants on its part to be performed under the provisions of said Indenture made on January 21, 1875, with the Saint Paul, Minneapolis and Manitoba Railway Company; and the Railway Company covenants that the premises hereby conveyed are subject to no mortgage or trust deed or other incumbrance except the said mortgage of its First Division executed to the Central Trust Company of New York, as Trustee, and dated January 21, 1875.

In Witness Whereof, the Eastern Railway Company of Minnesota has caused its corporate seal to be hereunto affixed, and these presents to be signed by its President or Vice-President, and its Secretary, and the Metropolitan Trust Company, to evidence its acceptance of the said trust has likewise caused its corporate seal to be hereunto affixed and these presents to be signed by its President, or Vice-President, and its Secretary, the day and year first above written.

Eastern Railway Company of Minnesota
By Samuel Hill
President

Attest: O. Sawyer
Secretary.

Mercantile Trust Company
By Louis Fitzgerald
President

Attest: E. R. Ader.
Secretary

Executed by the Eastern Railway Company of Minnesota
In presence of
R. B. Morgan
A. W. Clark.

Executed by the Mercantile Trust Company
In presence of
H. B. Thorne
G. A. Barbin

State of Minnesota } ss
County of Ramsey }

On This twenty-fourth day of May A. D., 1895, before me, a Notary Public in and for said County and State, personally appeared Samuel Hill and E. Sawyer both well and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as the President and Secretary, respectively of the Eastern Railway Company of Minnesota, the corporation described in and which executed said instrument as the party of the first part thereto and they being by me duly sworn, did each depose and say: That the said Samuel Hill is the President and the said E. Sawyer is the Secretary of said Corporation; that the seal affixed to the said instrument as the corporate seal of said Company is such corporate seal, and was affixed thereto by authority of said Company and its Board of Directors, and that they respectively subscribed the said instrument, the former as President and the latter as Secretary of said Company, by like authority. And the said Samuel Hill, President and E. Sawyer, Secretary as aforesaid, to me well and personally known to be such President and Secretary, acknowledged to me the execution of said instrument fully and voluntarily, and as the free act and deed of said Company for the uses and purposes therein mentioned. In Testimony Whereof, I have hereunto set my hand and affixed my notarial seal the day and year above in this certificate written.

Magnus Lundberg
Notary Public
Ramsey County
Minnesota

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

On this second day of June, A. D. 1895, before me a Notary Public in and for said County and State, personally appeared Louis Fitzgerald and E. A. Ade, both well and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as the President and Secretary

respectively of the Mercantile Trust Company, the corporation described in and which executed the said instrument as the party of the second part thereto and they being by me duly sworn did each depose and say that the said Louis Fitzgerald is the President, and the said E. A. Ade is the Secretary of said corporation; that the seal affixed to said instrument as the corporate seal of said Company is such corporate seal and was affixed thereto by authority of said Company and its Board of Directors, and that they respectively subscribed the said instrument, the former as President and the latter as Secretary of said Company by like authority. And the said Louis Fitzgerald, President, and E. A. Ade, Secretary, as aforesaid, to me well known to be such President and Secretary, acknowledged to me the execution of said instrument fully and voluntarily, and as the free act and deed of said Company for the uses and purposes therein mentioned. In Testimony Whereof, I have hereunto set my hand and affixed my notarial seal the day and year above in this certificate written.

S. Nicholls
Notary Public
New York County
N. Y.

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

I, William Sohmer, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of record, Do Hereby Certify that S. Nicholas whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in said County, commissioned and sworn, and duly authorized to take the same. And further, that I am well acquainted with the hand writing of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 2. day of June, 1895.

Wm Sohmer - Clerk.

Form of Guaranty

Whereas, The Saint Paul, Minneapolis and Manitoba Railway Company, a railway corporation organized and existing under the laws of the State of Minnesota is the owner of a system of railways, lying in the States of Minnesota, North Dakota, South Dakota, Montana, Idaho and Washington, having a total length of about three thousand eight hundred (3,800) miles of main track, and at Hinckley, Minnesota connecting with the railways of the Eastern Railway Company of Minnesota; and _____

Whereas, The Eastern Railway Company of Minnesota has, at the request and for the increase of traffic of The Saint Paul, Minneapolis and Manitoba Railway Company and the Great Northern Railway Company determined to construct another main line of railroad, from some point at or near the head of Lake Superior, to another connection with the railways of the said system owned by The Saint Paul, Minneapolis and Manitoba Railway Company, at some point in the State of Minnesota in or near the range of towns this numbered one hundred and forty-seven, north of Range forty-west, in the County of Polk, State of North

Whereas, prior to February 1, A. D. 1890, The Saint Paul Minneapolis and Manitoba Railway Company had lawfully acquired and then lawfully held and owned all the capital stock amounting to five million dollars ($5,000,000), par value of the Eastern Railway Company of Minnesota, then outstanding; and _____

Whereas, on the date last aforesaid, The Saint Paul, Minneapolis and Manitoba Railway Company, by written instrument bearing date on that date, duly leased to the Great Northern Railway Company, another railway corporation organized and existing under the laws of the State of Minnesota for the period of nine hundred and ninety-nine (999) years then next ensuing, all of its said system of railways, and by the same instrument assigned and transferred in trust for itself and the Great Northern Railway Company all the said capital stock of the Eastern Railway Company of Minnesota, to be by it held and managed, under the terms and conditions of the said

written instrument; which instrument is still in full force and effect; and _____

Whereas, the mutual interest of The Saint Paul, Minneapolis and Manitoba Railway Company, and of the Great Northern Railway Company, will be promoted by the issuance and negotiation, by the Eastern Railway Company of Minnesota, of the bonds which are proposed to be issued under and pursuant to the mortgage deed of trust executed by the last named company, to the Mercantile Trust Company, as Trustee, which mortgage deed of trust is hereto appended; _____

Now, Therefore, in consideration of the premises, and of the sums of money to be paid to said Eastern Railway Company of Minnesota by the respective purchasers of such bonds, and of other good and valuable considerations to them moving, the receipt whereof is hereby acknowledged, The Saint Paul, Minneapolis and Manitoba Railway Company and the Great Northern Railway Company do hereby jointly and severally assent to the execution of said mortgage deed of trust, and to all the provisions therein contained, and for the benefit of the holders and owners of the bonds which it is proposed to issue under and in pursuance of the same do hereby jointly and severally, unconditionally guarantee unto each and every original or subsequent holder of any of said bonds, or the coupons thereof, the payment by said Eastern Railway Company of Minnesota of the principal and interest of each of said bonds according to its tenor.

In Testimony Whereof, The Saint Paul, Minneapolis and Manitoba Railway Company and the Great Northern Railway Company have caused these presents to be sealed with their respective corporate seals, and to be subscribed by their respective Presidents or Vice-Presidents and Secretaries, in this ---- day of ---- A. D., 1895.

Corporate Seal

The Saint Paul, Minneapolis and Manitoba Railway Company.

By Samuel Hill
President.

Attest: E. Sawyer
Secretary.

Corporate Seal

Great Northern Railway Company
By Jas. J. Hill
President

Attest: S. Sawyer
Asst. Secretary

State of Minnesota } ss
Department of State }

I hereby certify that the within instrument was received for record in this office on the 10th day of June A.D. 1898 at 9 o'clock A. M. and duly recorded in Book T of General R. R. Records on page 436

Albert Berg

State of Wisconsin } ss
Department of State }

Received this 21st day of June A. D. 1898 at 9:20 A. M. and recorded in Vol. 11 of R.R. Mortgages and Trust Deeds on page 541

Indexed

Washburn Bayfield and Iron River Railway Company.
to
Northern Pacific and Railway Company
(Contract between)

This Contract made the 25th day of June, A. D. 1898, between the Northern Pacific Railway Company, a corporation under the laws of Wisconsin party of the first part, and Washburn, Bayfield and Iron River Railway Company, a corporation under the laws of Wisconsin party of the second part, Witnesseth: ———

The party of the first part hereby leases for the term of six months from this date unto the party of the second part a certain locomotive engine and tender lettered "N. P. Ry." on the sides of the cab; "T 12" on sides and rear end of tank; "T 12" on sand box; "T 12" on number plate upon front of engine; said engine also carrying the makers name as follows: "1543 Hinckley Locomotive Co., Boston, 1892." Upon the said engine is also an ownership plate reading as follows; "Northern Pacific Railway Company owner" ———

The party of the second part agrees to pay for the use of said engine the sum of six dollars per day, payable at the end of every thirty days during the term of the lease; also to keep said engine and tender in as good repair and condition as the same now are and to return the same in similar good repair and condition unto the party of the first part at the end of this lease, the risk and liability of all loss and damage to the same to be upon the lessee. ———

Provided it is provided nevertheless that the lessee shall have the option to purchase said engine and tender at any time during the term of this lease for the agreed price of two thousand dollars payable in cash when said option is exercised. In that event there shall be credited upon the said sum of two thousand dollars any and all sums which the lessee may have theretofore paid to the lessor on account of rental as herein before provided. ———

The title to said engine and tender shall remain in the Northern Pacific Railway Company during the whole term of this lease or until the option to purchase is exercised by the lessee and the purchase

upon fully paid. _____

In Witness Whereof the parties hereto have executed this contract by their respective proper officers the day and year above written. _____

Northern Pacific Railway Company
By W. B. Kimberly
General Superintendent
Washburn, Bayfield and Iron River
Railway Company.
By Howard Benton
Vice Pres. Acting President.

Attest: John A. Jacobs
Secretary.

State of Wisconsin } ss.
Department of State }

Received this 29th day of June, A. D. 1895 at 9. A. M., and recorded in Vol. 11 of R. R. Mort. and Trust Deeds on page 571. _____

G. E. Vandercook
Assistant Secretary of State

Chicago, Wisconsin and Minnesota Railroad Company
to
John A. Stewart, Trustee
and
Edwin H. Abbot, Trustee.
Assignment.

Whereas, the Chicago, Wisconsin and Minnesota Railroad Company, a corporation organized under the laws of the State of Wisconsin made, executed and delivered to John A. Stewart, of New York, and Edwin H. Abbot, of Milwaukee, a certain mortgage or deed of trust, dated September first, 1895, and duly recorded in the office of the Secretary of State of Wisconsin on the 16th day of October, 1895, in Volume VII. of Railroad Mortgages pages 176 to 194, inclusive; and _____

Whereas, the said John A. Stewart and Edwin H. Abbot entered upon the administration of the trusts under said indenture, and continued thereon as joint trustees until the third day of June, 1897; and the said John A. Stewart did, on said day, duly resign and discharge himself of said trusts and declare that such resignation should take effect as of said third day of June, 1897, all with the consent and approval of the said Chicago, Wisconsin and Minnesota Railroad Company and of said Edwin H. Abbot as such associate trustee. _____

Now Therefore in consideration of the premises and of the sum of one dollar to me in hand duly paid, I, the said John A. Stewart, formerly trustee as aforesaid, do hereby convey, assign, transfer and set over unto said Edwin H. Abbot, now of the city of Cambridge, in the Commonwealth of Massachusetts, as associate trustee unto me as aforesaid, all my right, title and interest, as such trustee under said mortgage or deed of trust dated September 1, 1895, in and to any and all the property therein mentioned and described. To Have and to Hold the same unto the said Edwin H. Abbot his successor and successors and assigns to his and their own use, benefit and behoof, upon the trusts in said mortgage expressed. _____

In Witness Whereof I have hereunto set my hand and seal this third day of June, in the year one thousand eight hundred and ninety-eight

Sealed and delivered in the presence of } John A. Stewart. [Seal]
Henry B. Kennedy
Edward Sheldon

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

On this third day of June A. D. 1872, personally appeared before me the above named John A. Stewart, to me personally known and known to me to be the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

Henry B. Kennedy
Notary Public
Kings Co.
Cert. filed N. Y. Co.

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

I, William Dohmer, Clerk of the County of New York and also Clerk of the Supreme Court for the said County, the same being a Court of Record, Do Hereby Certify, That Henry B. Kennedy who filed in the Clerk's Office of the County of New York, a certified copy of his appointment as Notary Public for the County of Kings, with his autograph signature and was at the time of taking the proof or acknowledgment of the annexed instrument, duly authorized to take the same. And further that I am well acquainted with the handwriting of such Notary, and verily believe the signature to the said certificate of proof or acknowledgment to be genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 25 day of June 1872.

Wm Dohmer
Clerk.

State of Wisconsin } ss.
Department of State }

Received this 1st day of July A.D. 1872 at 9:30 A.M. and recorded in Vol. 11 of R. R. Mortgages and Land Deeds on page 553. H. D. Vanderpool
Asst. Sec. of State.

Milwaukee and Lake Winnebago Railroad Company.
to
John A. Stewart, Trustee
Edwin H. Abbot, Trustee
Assignment

This Indenture, Made the Milwaukee and Lake Winnebago Railroad Company, a corporation organized under the laws of the State of Wisconsin, made, executed and delivered to John A. Stewart, of New York, Edwin H. Abbot, of Milwaukee, and George Hoffman of New York, a certain mortgage or deed of trust dated March twenty-seventh 1872, and duly recorded in the office of the Secretary of State of Wisconsin, on the 29th day of June, 1872, in Vol. 11 of Railroad Mortgages, pages 179 to 189, inclusive, and

Whereas the said John A. Stewart, Edwin H. Abbot and George Hoffman were upon the administration of the trusts under said indenture, and the said George Hoffman having died the said John A. Stewart and Edwin H. Abbot continued thereafter as surviving joint trustees until the third day of June, 1872; and the said John A. Stewart did, on said day duly resign and discharge himself of said trusts and declare that such resignation should take effect as of said third day of June 1872, all with the consent and approval of the said Milwaukee and Lake Winnebago Railroad Company and of said Edwin H. Abbot as such surviving associate trustee.

Now, Therefore in consideration of the premises and of the sum of one dollar to me in hand duly paid, I, the said John A. Stewart, formerly trustee as aforesaid, do hereby convey, assign, transfer and set over unto said Edwin H. Abbot, now of the City of Lowbridge, in the Commonwealth of Massachusetts, as associate trustee with me as aforesaid, all my right, Title and interest as such trustee under said mortgage or deed of trust dated March 27th 1872, in and to any and all the property therein mentioned and described. To Have and to Hold the same unto the said Edwin H. Abbot, his successors and successors and assigns to his and their use, benefit and behoof, upon the trusts in said mortgage expressed.

In Witness Whereof, I have hereunto set my hand and seal this third day of June in the year one thousand eight hundred and sixty-eight.

Sworn & delivered in the presence of } Henry b. Kennedy / Edward H. Haldane

John A. Stewart [Seal]

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

On This Third day of June, A.D. 1895. personally appeared before me the above named John A. Stewart to me personally known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to me that he executed the same.

Henry b. Kennedy.
Notary Public.
Kings Co.
Cert. filed N. Y. Co.

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

I, William Sohmer, Clerk of the County of New York and also Clerk of the Supreme Court, for the said County, the same being a Court of Record, Do Hereby Certify, That Henry b. Kennedy, has filed in the Clerk's Office of the County of New York, a certified copy of his appointment as Notary Public for the County of Kings, with his autograph signature; and was at the time of taking the proof or acknowledgment of the annexed instrument duly authorized to take the same. And further that I am well acquainted with the hand writing of such Notary, and verily believe the signature to the said certificate of proof or acknowledgment to be genuine

In Testimony Whereof I have hereunto set my hand and affixed the seal of the said Court and County, the 27 day of June 1895.

William Sohmer. Clerk.

State of Wisconsin } ss.
Department of State.

Received this 1st day of July A.D. 1895 at 9:30 A. M. and recorded in Vol. 11 of R. R. Mortg^s and Trust Deeds on page 555.

H. D. Vanderpoel.

Milwaukee and Lake Winnetago Railroad Company
Deed of Release
John A. Stewart to Edwin H. Abbot and Rowland G. Hazard Trustees.

Whereas, the Milwaukee and Lake Winnetago Railroad Company, a corporation organized under the laws of the State of Wisconsin, made, executed and delivered to John A. Stewart, of New York, Edwin H. Abbot, of Cambridge, Massachusetts, and Rowland G. Hazard, of Peace Dale, Rhode Island, a certain mortgage or deed of trust dated July 1st. 1895, and duly recorded in the office of the Secretary of State of Wisconsin, on the 23rd day of July, 1895, in Volume 10 of Railroad Mortgages, on pages 261 and following; and

Whereas, on the 5th day of December, 1895, the said Milwaukee and Lake Winnetago Railroad Company made, executed and delivered to the said John A. Stewart, Edwin H. Abbot and Rowland G. Hazard, a certain supplemental mortgage or deed of trust, dated on that day and duly recorded in the office of the Secretary of State of Wisconsin, on the 10th day of March, 1896, in Volume 10 of Railroad Mortgages and Trust Deeds on page .....; and

Whereas the said John A. Stewart, Edwin H. Abbot and Rowland G. Hazard entered upon the administration of the trusts under said two indentures and continued therein as such trustees until the Eleventh day of July, 1896; and the said John A. Stewart did, on said day, duly resign and discharge himself of said trusts and declare that such resignation should take effect as of said eleventh day of July, 1896, all with the consent and approval of the said Milwaukee and Lake Winnetago Railroad Company and of said Edward H. Abbot and Rowland G. Hazard, as such associate trustees.

Now, Therefore in consideration of the premises and of the sum of one dollar to me in hand duly paid, I, the said John A. Stewart, formerly trustee as aforesaid, do hereby convey, assign, transfer and set over unto said Edwin H. Abbot,

of the city of Lansingh, in the Commonwealth of Massachusetts, and Rowland H. Hazard, of Peace Dale, in the State of Rhode Island, as associate trustees with me as aforesaid, all my right, title and interest as such trustee under said mortgage or deed of trust dated July 1st, 1895, and said supplemental mortgage or deed of trust, dated December 5th, 1895, in and to and all the property therein annually mentioned and described. To Have and To Hold the same unto the said Edwin H. Abbot and Rowland H. Hazard, their successors and assigns to his and their use, benefit and behoof, upon the trusts in said mortgage and supplemental mortgage expressed.

In Witness Whereof, I have hereunto set my hand and seal this eleventh day of July, in the year one thousand eight hundred and ninety-eight.

John A. Stewart [seal]

Sealed and delivered
in the presence of
Daniel Hoyngahan
H. L. Thurman

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

On this eleventh day of July, A. D. 1898, personally appeared before me the above named John A. Stewart to me personally known and known to me to be the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

Daniel Hoyngahan
Notary Public
Kings Co.
Clerk's filed N. Y. Co.

Int. U. S. Rev. Stamps 10 cents [seal]

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

I, William Sohmer, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, Do Hereby Certify, That Daniel Hoyngahan was filed in the Clerk's Office of the County of

of New York, a certified copy of his appointment as Notary Public for the County of Kings with his autograph signature, and was at the time of taking the proof or acknowledgment of the annexed instrument, duly authorized to take the same. And further that I am well acquainted with the handwriting of such Notary and verily believe the signature to the said certificate of proof or acknowledgment to be genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County the 12 day of July, 1898.

Wm Sohmer
Clerk.

Int. U. S. Rev. Stamps [seal]

State of Wisconsin }
Department of State }

Received this July 21 A. D. 1898 and recorded in Vol. 11 of R. R. Mortgages and Trust Deeds on page 577.

L. E. Vanderwerk
Assistant Secy of State

Washburn, Bayfield and Dan River
Railway Company
to
Royal Trust Company
Loan

This Indenture made and entered into this first day of January, 1901, by and between the Washburn, Bayfield and Dan River Railway Company a corporation duly organized and existing under the laws of the State of Wisconsin (hereinafter called the Company) party of the first part, and the Royal Trust Company, of the City of Chicago, Illinois, a corporation duly organized under the laws of the State of Illinois, and Horace K. Oakley, of Chicago, Illinois (hereinafter called the Trustee) parties of the second part, as Trustee.

Witnesseth, That Whereas, the Railway Company has full power under and by virtue of the laws of the State of Wisconsin, to borrow money and issue its bonds therefor, and to pledge by mortgage or trust deed its property, rights and franchises to secure the payment thereof,

Whereas the stockholders of said Railway Company, at a meeting duly called and held at the office of said Company in the town of Washburn Wisconsin, on the 25th day of June, 1900, a majority in amount of stock being represented and voting by unanimous vote of the stockholders adopted the following resolution:

"Resolved by the stockholders of the Washburn Bayfield and Dan River Railway Company in stockholders meeting duly assembled, that the board of directors of this Company are hereby authorized to borrow the sum of Five Hundred and Thirty-five Thousand Dollars ($535,000) for such time and at such rate of interest as they may determine, to be used for the purpose of constructing and equipping this Company's line of railway extending from the town of Washburn, Wisconsin, to the town of Dan River, Wisconsin and in evidence thereof to issue bonds of this company and to secure the same by mortgage or deed of trust upon all its corporate property and franchises. Said bonds shall be payable in gold coin of the United States of America and shall bear date the first day of January, 1901" and

Whereas at a meeting of the board of directors of said Washburn, Bayfield and Dan River Railway Company, held at the office of said Company in said town of Washburn on the same day, and immediately after said meeting of stockholders, the following resolutions were unanimously adopted, namely:

Resolved by the Board of Directors of the Washburn Bayfield and Dan River Railway Company,

First: That the resolution passed and adopted by the stockholders of this Company at their meeting held on the 25th day of June 1900, relating to the issue of first mortgage bonds of said Company, amounting to Five Hundred and Thirty-five Thousand Dollars ($535,000) be duly performed, effectuated and fulfilled, and the same is hereby approved, ratified and adopted.

Second: That to secure the payment of the principal and interest of said Five Hundred and Thirty-five Thousand Dollars ($535,000) of bonds a deed of trust or mortgage, which shall be a first lien upon all of the corporate property of this Company is hereby directed to be made and executed to the Royal Trust Company and Horace K. Oakley, of the City of Chicago, Illinois, as Trustee, upon all the property of this Company both real and personal, and all rights of way, lands, buildings, machinery, tools, rolling stock, cars, engines and all tools, avenues, and income and all franchises connected with the line or lines of railway of this Company, or in any wise appertaining thereto whether the same are now owned or shall hereafter be acquired by this Company,

Third: That all of said Five Hundred and Thirty-five Thousand Dollars ($535,000) of bonds shall be delivered to said Royal Trust Company, one of said Trustees, and shall at once be certified and issued by such Trustee and shall at once be certified and issued by such Trustee to the President of this Company,

Fourth: That the President of this Company is hereby authorized to sell or pledge said bonds for the purpose of raising money to be used in paying for the

construction and equipment of the line of railway of this company extending from the town of Washburn, Wisconsin, to the town of Iron River, Wisconsin.

AND: That the President and Secretary of this company be, and they are hereby authorized, empowered and directed to have duly prepared and duly executed by them under the seal of this company, and delivered to said Royal Trust Company one of said Trustees, five hundred and thirty-five first mortgage bonds of the denomination of One Thousand Dollars ($1,000) each, and numbered from one to five hundred and thirty-five both inclusive, bearing date the first day of January, 1907, and becoming due on the first day of January, 1917, reserving the right however to call said bonds for payment at any time after one year from the date thereof at par and accrued interest upon giving notice to the holders of said bonds in the manner provided in said trust deed; which said bonds shall bear interest evidenced by coupons at the rate of five per centum per annum payable semi-annually on the first days of January and July in each year, and both principal and interest of said bonds shall be made payable in gold coin of the United States of the present standard of weight and fineness at the office of the Royal Trust Company in the city of Chicago, State of Illinois; said coupons may be executed by the lithographed signature of the Secretary of this company, and said bonds shall be substantially of the tenor and form following, to-wit:

"United States of America

No. . . . . $1,000.

Washburn, Bayfield and Iron River Railway Company

First Mortgage five per cent Gold Bond

Know All Men by These Presents That the Washburn, Bayfield and Iron River Railway Company is indebted and for value received hereby promises to pay to bearer One Thousand Dollars

($1000) on the first day of January, A. D., 1917, with interest thereon from the date hereof, at the rate of five per cent per annum payable semi-annually on the first day of January and July in each year on presentation and surrender of the annexed interest coupons as they severally become due.

Both principal and interest of this bond are hereby made payable in gold coin of the United States of the present standard of weight and fineness at the office of the Royal Trust Company in the city of Chicago, State of Illinois.

This bond is one of a series of like tenor aggregating Five Hundred and Thirty-five Thousand Dollars ($535,000) numbered from one to five hundred and thirty-five inclusive, issued to pay a part of the cost of constructing and equipping the line of railway of said company extending from Washburn, Wisconsin to Iron River, Wisconsin. The payment of all of said bonds and the interest thereon is secured by a deed of trust of even date herewith, conveying to the Royal Trust Company and Horace S. Oakley, of the city of Chicago, Illinois, Trustees, the line of railway aforesaid and all rights of way, lands, buildings, machine shops, rolling stock, cars and engines, together with all tolls, revenues, income and franchises connected therewith or in any wise appertaining to said railway, which said deed of trust has been duly filed for record.

This bond is subject to call for payment at par and accrued interest in the manner provided in said deed of trust, to which reference is hereby made.

This bond shall not become obligatory until authenticated by the certificate of the Royal Trust Company, one of the Trustees, upon the back hereof.

In Witness Whereof the said Washburn, Bayfield and Iron River Railway Company has caused this bond to be signed by its President, attested by its Secretary, and its corporate seal to be hereunto affixed this first day of January, 1907.

Washburn, Bayfield and Iron River Railway Company

By . . . . . President

Attest: . . . . . Secretary.

hereunto and to each of said bonds shall be interest coupons duly authenticated by the lithographed signature of the Secretary of this Company and payable to bearer for the respective sums of interest to become due on the bonds mentioned; which coupons shall be of substantially the following form except as to numbers and dates of maturity: _____

"(Coupon)

On the first day of January .... the Marshburn Bayfield and Sand River Railway Company promises to pay to bearer Twenty-five Dollars ($25) in gold coin of the United States at the office of the Royal Trust Company, Chicago, Illinois, for interest due that day on its bond number .....

..... Secretary".

Each of said bonds shall have endorsed upon it the following certificate of the said trustee

"(Trustee's Certificate)

This certifies that the within bond is one of the bonds mentioned in and secured by the within mentioned deed of trust _____

Royal Trust Company

By ....."

And Whereas, the President and Secretary of the Railway Company have this day, in accordance with the resolutions so passed as aforesaid by the Board of Directors, executed bonds in form and amount and numbering as therein directed

Now Therefore, the party of the first part, in consideration of the premises, and of the sum of One Dollar ($1.00) paid by the parties of the second part hereto, the receipt whereof is hereby acknowledged and in order to secure due and punctual payment of said several bonds, and the interest thereon, has given, granted, bargained, sold, transferred and conveyed, and does by these presents give, grant, bargain, sell, transfer and convey unto said parties of the second part, Trustees as herein provided, and to its, his or their successors in the trust, all the rights of way of the party of the first part, located in the county of Bayfield and State of Wisconsin, with the entire system of

railway of said company, and all grades, bridges, culverts, ties, rails, rolling stock, cars, engines, tools, outfits and property of every description, including all rights, privileges and franchises, whether the same are now owned, or whether the same shall hereafter be acquired by the party of the first part; particularly intending to convey the line of railway completed and projected from the town of Marshburn, in the county of Bayfield, to the town of Sand River in said county with all appurtenances now owned or hereafter acquired in connection therewith, or in any manner appurtenant thereto, it being the intention and meaning of this instrument to embrace herein, and subject to the lien herein provided for, all the real estate and personal property, all rights of way, lands, buildings, machinery, tools, rolling stock, cars, engines, and all tolls, revenues and income, and all the rights, privileges and franchises that may hereafter be acquired by the party of the first part, as well as that now owned by it relating to said line of railway. To Have and To Hold the above described property, real estate and personal property, and rights, properties and franchises, with all the privileges and appurtenances thereunto belonging unto the parties of the second part, and its, his or their successors, to their own use and behoof forever, but in trust nevertheless, for the equal pro rata benefit and security of the holders of the above mentioned bonds, at whatever period the same may be issued without any preference of one bond over another and for the uses and purposes hereinafter declared. _____

Article I. So long as no default shall be made in the payment of the principal or interest of said bonds according to their tenor, and so long as the conditions of this instrument shall be performed, the Railway Company shall be permitted to retain possession and control of said mortgaged property, and all its income and profits, except as hereinafter provided, but the Company agrees to pay all taxes assessments and levies which shall from time to time be legally imposed assessed or levied upon the property and franchises hereby conveyed, so that the priority of these presents shall at all times be duly maintained

and preserved, and to take care of and preserve the said property, and to do on demand of the Trustee all acts necessary or proper to keep valid the lien hereby created, and intended to be created, and at any future time, and as often as it may be necessary, to execute on demand of the said Trustee or its, his or their successors all such other assurances, deeds, mortgages and other instruments of writing in due form and effect as may be proper to the better carrying out of the true intent and meaning of these presents, and especially and at its own cost to do all things that may reasonably be required by the said Trustee its, his or their successors to keep valid the lien hereby intended to be created upon after acquired property.

Article II. And the Company hereby covenants and agrees that having possession as aforesaid it will diligently preserve the rights and franchises now or hereafter granted to or conferred upon it, and that it will at all times keep and maintain its property in thorough repair, working order and condition, and fully supplied with motive power and equipments, and that it will from time to time make all needed and proper repairs and replacements so that the business of the said party of the first part shall at all times be properly conducted.

Article III. The Company agrees at all times to furnish the Trustee a schedule showing with reasonable details the items of the estate, property and things owned by the lien hereby or intended so to be. The Company shall at all time during the life of the debt secured hereby or any part thereof, acquire any property that at the time of the purchase thereof is subject to any incumbrance whatsoever, but all the property hereafter purchased by the Company shall be free and clear of all liens and incumbrances whatsoever.

Article IV. The Company shall and will at all times hereafter, until the said principal sum of money and interest due thereon shall

be fully paid, keep all its buildings, machinery, tools, cars, rolling stock, and all its other property that is usually insured by like companies, fully insured for the fair insurable value thereof, against loss or damage by fire, in some good and responsible insurance company or companies, and cause such insurance to be made payable in case of loss to the Trustee by proper stipulations inserted in the policies, and deliver to said Trustee the Royal Trust Company such policies of insurance and all the renewal certificates and policies therefor as soon as and whenever such insurance is effected; and in default of so doing the Trustee or the legal holder or holders of said bonds or any of them may at its, his or their option effect such insurance in the name of the Trustee; and all moneys paid by the said Trustee, or the holder or holders of said bonds, or any of them, together with interest thereon at the highest rate allowed by law, shall be repaid by the Company upon demand, and shall become so much additional indebtedness secured by this trust deed, and to be first paid out of the proceeds of any sale of the said property, if not otherwise paid by said party of the first part.

In case of loss, the Trustee shall collect the insurance money received on any policy of insurance procured by the Company to be applied by the Company toward the replacement of or additions to the property destroyed or injured, if the Company shall in writing so request and said Trustee shall upon request pay over to the Company for that purpose, on receipt of proper vouchers showing that said property has been replaced by and or additional property, costing as much as the amount of money so paid over, any or all of such insurance received on policies procured by the Company; but if the Company shall not, within sixty (60) days from the time of such loss, request the Trustee in writing to so apply such insurance money, then the same may be invested by the Trustee in such securities as the Trustee and the Company may approve, and said money and such investments and all interests and accumulations thereof, shall thereupon become

a part of the security under this trust deed, to be held in like manner as the other property hereby conveyed except that the possession thereof shall be held by the Trustee.

In case of any loss covered by any policy of insurance, any appraisement or adjustment of such loss and settlement and payment of indemnity therefor which may be agreed upon between the company and any insurance company may be consented to and accepted by the Trustee, and the Trustee shall be in no way liable or responsible for the collection of any insurance in case of any loss.

Article V. If default shall be made by the company in the payment of said bonds or any of them at the time the same becomes due and payable, or if the company shall fail to pay any interest accruing upon said bonds, as and when the same becomes due, or if the company shall faithfully to observe any of the requirements and stipulations of these presents, and such default shall continue for the space of ten days, the Trustee shall at the request of the holders of a majority in amount of the bonds then outstanding enter into and take possession of the lines of railway and property hereby conveyed or intended so to be, and shall proceed to operate the same, and to collect and receive the income thereof, and after paying all outstanding taxes assessments and levies legally imposed by the State of Wisconsin, or the County of Dane or any political subdivision thereof, and after paying all necessary and proper operating expenses, including labor and materials, attorneys and counsels fees and reasonable Trustees fees for their services in that behalf, the Trustee shall use the surplus, if any there shall be, of the revenues of the company as follows:

First: To the payment of all overdue interest upon said bonds;

Second: If any sum shall remain after the payment of interest, in the payment ratably of any bond or bonds secured hereby.

When all reasonable taxes, assessments and liens, and all arrears of interest secured hereby have been paid it shall then be the duty of the Trustee to turn said property back to the company. The privileges granted by this paragraph shall be a continuing power so often as the occasion arises, and shall not be exhausted by one or more uses thereof.

It shall not be obligatory upon the Trustee so to take possession of and to operate said line of railway and property until the owners of at least one half in amount of the bonds secured hereby and then outstanding shall by their writing duly signed by them request the Trustee so to act, and shall deposit with the Trustee the bonds of the company so held by them and secured hereby, and shall further give the Trustee such assurance of indemnity for their disbursements and fees as they may reasonably require.

Article VI. If the company shall well and faithfully pay the principal sum due on said bonds and the interest thereon according to the true intent and shall well and truly perform all the other things required by these presents to be done by the company, then these presents shall be void, but if default shall be made by the company in the payment of the said bonds, or any of them at the time they become due and payable, or if the company shall fail to pay the interest thereon, or any part thereof according to the true of said bonds, or if the company shall fail faithfully to observe any requirements made of it by these presents and such default shall continue for the space of ten days, then the amount of the principal of all of said bonds secured hereby, together with all accrued and unpaid interest thereon shall, at the option and request of the holders of a majority in amount of the said bonds then outstanding become immediately due and payable, and it shall be lawful for the Trustee to sell and dispose of all and singular the premises, property, rights, privileges and franchises hereby conveyed or intended so to be, or such portion thereof as the

Trustees may deem necessary at public auction in the town of Washburn, county of Bayfield and state of Wisconsin, upon such terms as to credits, partial cash and security for the payment as they may think proper or expedient, having first given public notice of the time, place and terms of sale by advertisement printed not less than once a week for at least six consecutive weeks in a newspaper published in said town of Washburn and no other notice or demand whatsoever to or upon the Company shall be necessary. The Trustees shall have the right to adjourn such sale or sales from time to time in their discretion, and after so adjourning to make the sale at the time and place to which the same may be adjourned. The Trustees are hereby further authorized and empowered either in their own names or in the name of the Company, to make, execute, acknowledge and deliver to the purchaser or purchasers at such sale, a good and sufficient deed or deeds of conveyance of the property so sold, and any sale made as aforesaid shall be a perpetual bar forever in law and in equity against the Company, and all persons claiming through or under it. Out of the proceeds arising from such sale or sales, and the income and profits if any, the Trustees shall first defray the expenses thereof, together with their just and lawful charges for services and expenses, including reasonable allowances for attorney and counsel's fees, and also all advances and expenses reasonably made or incurred by the Trustees in operating, maintaining or managing the property of the first party while in possession. The balance of said proceeds shall be paid over ratably to and amongst the holders of said bonds as far as the same may be necessary to pay the amounts then due upon the same for principal and interest computed to the time of making the payment, and if any such proceeds then remain, the remainder shall be paid over to the Company or its assigns. It is also agreed that any one or more of the holders of said bonds or any party in their behalf, may purchase the property at any sale made as aforesaid, and that the receipt of the Trustees shall be a sufficient discharge to the purchasers.

Article VII. The foregoing provision for sale under the power aforesaid is cumulative with the ordinary remedy of foreclosure by entry or suit thereof, and the Trustee hereunder may upon default being made as aforesaid, and written request being made and indemnity furnished as aforesaid, institute or carry out proceedings to foreclose this instrument by suit or otherwise in such manner as may be authorized by law for the foreclosure of mortgages, and in the event of foreclosure being had hereunder, there shall be included in any decree that may be rendered in such suit of foreclosure a reasonable allowance for the services and expenses of the Trustee together with reasonable attorney's and solicitor's fees in such suit or proceeding, and the Company hereby waives any and all rights of redemption now or hereafter provided by the statutes of the State of Wisconsin.

Article VIII. Should any suit or other proceeding be brought against the Trustee (or any one else) by reason of any matter or thing connected with the trust hereby created, or by reason of their being such Trustee, the Trustee shall be under no obligation to enter any appearance by counsel, or in any way appear in and defend the said suit or proceeding until indemnified to their satisfaction for so doing; but they may nevertheless appear and defend the same without indemnity if they shall elect so to do, and in such case they shall be compensated therefor from the trust fund.

In case at any time it shall be necessary and proper for the Trustee to make any investigation respecting any facts preparatory to taking or not taking any action, or doing or not doing anything as such Trustee, the certificate of the party of the first part under its corporate seal, attested by the signature of its President or Vice-President and the affidavit of two or more directors shall be conclusive evidence of such fact to protect the Trustee in any

ation that they may have by reason of the supposed existence of such fact.

It shall be no part of the duty of the parties of the second part to record this indenture as a mortgage or conveyance of real estate or to file the same as a chattel mortgage, or to renew such mortgage; or to procure any further, other or additional instrument of further assurance, or to do any other act which may be suitable or proper to be done for the continuance of the lien of this indenture, or for giving notice of the existence of such lien or for extending the lien, or for supplementing the lien sought to be effected by this indenture; nor shall it be any part of their duty to effect insurance against fire or other damage on any portion of the mortgaged property, or to renew any policies of insurance, or to keep themselves informed or advised as to the payment of any taxes or assessments that may be imposed upon the property, real and personal, sought to be affected by this mortgage or to require the payment of such taxes or assessments but the parties of the second part may in their discretion do any or all of the matters and things in this paragraph set forth, or require the same to be done.

The Trustee shall only be responsible for reasonable diligence in the performance of the trust, and shall not be answerable in any case for the act or default of any agent, attorney or employee selected with reasonable discretion.

The Trustee shall be entitled to be reimbursed for all proper outlays of every sort or nature by them incurred in the discharge of this trust, and to receive a reasonable and proper compensation for any service that they may at any time perform in the discharge of the same; and all such fees, commissions, compensations and disbursements shall constitute a lien on the mortgaged property and premises.

The parties of the second part are not to be understood as making any representations as to the character, extent or value of the property, real or personal, sought to be affected by this mortgage, nor as to the title

thereto, neither the parties of the second part, nor their agents or officers purporting to have any knowledge in respect to any of such matters and the description of said property as hereinbefore set forth, and any and all statements in respect to all the matters aforesaid having been furnished by the party of the first part or some person or persons purporting to act on behalf of the party of the first part.

All recitals, statements of fact and representations herein contained are made on behalf of the party of the first part, and the parties of the second part assume no responsibility as to the correctness of any recital, statement or representation herein contained.

Article IV. Each and every of the bonds herein described and hereby secured are subject to call for payment at the option of the Railway Company at any time after one year from date thereof upon the filing with the Royal Trust Company, one of said Trustees, of a notice in writing at least sixty days prior to the time when the Company desires to pay off the said bonds and interest thereon, and by publishing a like notice at least once in each week for four successive weeks in some newspaper published in the city of Chicago, Illinois.

Article V. Wherever the word "Trustee" occurs in this instrument it shall be construed to mean the Trustee for the time being.

Article VI. Any Trustee hereunder may resign or discharge itself or himself of and from the trust hereby created by notice in writing to the Railway Company given sixty days before such resignation is to take effect, or such shorter time as the Railway Company may accept as sufficient notice and in case of a vacancy in the office of Trustee by resignation or otherwise, a successor or successors may be appointed by the holders of a majority in amount of the bonds then outstanding and secured hereby, which appointment shall be by instrument of writing duly signed and acknowledged by said bondholders which instrument shall be recorded in the office of the Secretary of State of the State of Wisconsin and in the office where deeds are recorded in the county of Canfield and State of Wisconsin, and in case a majority of said bondholders do not agree upon the

appointment of a new Trustee within thirty days after a vacancy shall occur. Then the Railway Company or the holder or holders of any of said bonds may apply to the highest court of original general jurisdiction in said county of Bayfield, for the appointment of a new Trustee or Trustees upon such notice as such court shall provide to be given in such manner and upon or to such party or parties, person or persons as the court shall direct, or upon such notice as shall be in accordance with the rules and practice of the court and such Trustee or Trustees so appointed shall act in his, or their acceptance of its, his or their appointment thereby and thereupon become and be vested without any further assurance, or conveyance whatever, with all the powers, rights, estates and interests granted to or conferred by these presents upon either of the parties of the second part, Trustees, to whom such new Trustee is the successor in this trust.

In the event of the death, resignation, dissolution or other inability to act of either of said Trustees the other Trustee shall thereupon, for the time being and until a new Trustee is appointed succeed to the entire trust hereby created and until the appointment of a new Trustee in the place of such retired Trustee, such surviving Trustee shall exercise all the powers of this trust as herein provided.

Article III. It is hereby declared and agreed as a condition upon which each successive holder of all or any of said bonds, and all or any of the coupons for the interest on said bonds, receives and holds the same that no holder or holders of any of said bonds or coupons shall have the right to institute any proceeding in equity, of whatever character or kind, for the foreclosure of this indenture or the execution of the trusts hereof, or for the appointment of a receiver, or for any other remedy under this mortgage or deed of trust, or the lien hereby created or otherwise, without first giving notice in writing to the Trustees of default having been made, and continued as aforesaid, and unless a majority in amount of the holders of the then outstanding bonds shall in writing notified and

requested the said Trustees as above provided, and a reasonable opportunity has been afforded to the Trustees, after the receipt of such notice and request to proceed and exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in the Trustees own names and without also having offered to the Trustees adequate security and indemnity against the costs, attorneys and counsels fees, expenses and liabilities to be by the Trustees incurred therein or thereby and such notice, request and offer of indemnity may be required by the Trustees as conditions precedent to the execution of the powers and trusts of this indenture, to any action of whatever kind, in equity, for the foreclosure hereof, for the appointment of a receiver, or for any other remedy hereunder, or otherwise, in case of such default as aforesaid, in the payment of the principal of all or any of said bonds, when the same mature, according to the tenor thereof, or in case of default as aforesaid, in the payment of any semi-annual installment of the interest thereon, or any other default by the Company, its successors or assigns, or failure to perform any of the covenants or stipulations hereof, to be kept and performed on its part. ——

And it is also agreed that no holder or holders of any of the said bonds, or any of the said interest coupons intended to be hereby secured, shall institute any suit, action or proceeding in equity for the foreclosure hereof, or for the appointment of a receiver, or for the collection of any of the money hereby secured by such bonds or coupons otherwise than upon the terms and conditions and in the manner herein provided.

In Testimony Whereof the Washburn, Bayfield and Iron River Railway Company has caused these presents to be signed by its President, sealed with its corporate seal and attested by its Secretary for and in its behalf, and the said Royal Trust Company to evidence its acceptance of the trust hereby created has caused these presents to be signed in its behalf by its President, sealed with its corporate seal and attested by its Secretary, and to signify his acceptance of the trust hereby created the said Forrest H. Oakley has hereunto set his hand and

and all on the day and year first above written.

Washburn, Bayfield and Lac Qui Parle Railway Company.

By Howard Benton
Vice'd Acting President.

Signed, sealed and delivered in presence of
C. F. Dodge
Geo. A. White

Attest:
John A. Jacobs
Secretary.

Royal Trust Company
By E. B. Wilcox
President.

Attest
C. S. Dickinson
Secretary

Horace S. Oakley

State of Wisconsin } ss.
Bayfield County }

Personally before me this 25th day of June 1895, came Howard Benton, Vice'd Acting President of the Washburn, Bayfield and Lac Qui Parle Railway Company, a corporation, to me known to be the person who as such officer executed the foregoing instrument in the name of said corporation, and acknowledged that same to me by duly authorized act of said corporation. Also came John A. Jacobs the Secretary of the Washburn, Bayfield and Lac Qui Parle Railway Company, a corporation, to me known to be the person who as such Secretary executed the foregoing instrument in the name of such corporation, and affixed its corporate seal thereto, and acknowledged the same to be the duly authorized act of said corporation.

In Testimony Whereof I have hereunto set my hand and affixed my notarial seal this 25th day of June 1895.

L. M. Hansen
Notary Public
Bayfield Co. Wis.

State of Wisconsin } ss
Department of State }

Received this 10th day of August A. D. 1895 at 2 o'clock P. M. and recorded in Vol. 11 of R. R. Mortgages and Indentures, Assistant Secretary of State.

Saint Paul and Duluth Railroad Company

to

Guaranty Trust Company of New York.

First Consolidated Mortgage

Dated June 1. 1895.

This Indenture, made this first day of June, in the year one thousand eight hundred and ninety-five, between Saint Paul and Duluth Railroad Company, a corporation organized and existing under the laws of the State of Minnesota (hereinafter called the "Railroad Company"), party of the first part, and Guaranty Trust Company of New York, a corporation organized and existing under the laws of the State of New York (hereinafter called the "Trustee"), party of the second part: Witnesseth: That ——

Whereas, the Saint Paul and Duluth Railroad Company, a Minnesota corporation, is the successor of the Lake Superior and Mississippi Railroad Company, a corporation heretofore existing in said State of Minnesota under an Act of the Legislative Assembly of the late Territory of Minnesota, entitled an "Act to Incorporate the Nebraska and Lake Superior Railroad Company," approved May 23, A. D. 1857, and especially under the provisions of an act of the Legislature of the State of Minnesota entitled "An Act to amend an act to incorporate the Nebraska and Lake Superior Railroad Company," approved March 5, 1861, by which last named act, amongst other things, the corporate name of said company was changed to that of "The Lake Superior and Mississippi Railroad Company," which said last above named corporation, under said legislative acts and the usual acts amendatory thereof, was empowered to locate, construct, maintain and perpetually operate, and at pleasure to change the line thereof, a railroad with one or more tracks or lines of rail, connecting the waters of Lake Superior with the Mississippi River at St. Cloud in said State, with the right to extend the same to the Minnesota River, and also to construct a branch railroad from said line to the navigable

waters of the St. Louis River, together with all proper stations, turnouts, depots, engines, cars, and other appurtenances and furniture for a railroad, with power to acquire, by purchase or condemnation, all lands necessary or convenient for the purposes of said railroad, and to hold the fee simple of all lands along the line of said railroad, or otherwise granted by the bounty of the United States, or by said State of Minnesota, to said corporation for the purpose of aiding in the construction of said railroad, and to retain title thereto, and convey the same in fee simple or otherwise; and _____

Whereas, under and in pursuance of said legislative acts and the acts amendatory thereof, the said The Lake Superior and Mississippi Railroad Company did construct said line of railroad from St. Paul, in Ramsey County, to Lake Superior, at Duluth, in St. Louis County, in said State, a distance of 156 miles more or less, (hereinafter called the Main Line), and did acquire the right of way therefor and other lands, franchises, rights, privileges and premises in said legislative acts named; and the said last named Company so owning said line of railroad, on the first day of January, 1872, sold and conveyed to the Northern Pacific Railroad Company a joint and undivided interest in that part of said line of said railroad between the junction of said Northern Pacific Railroad, near Thompson in Carlton County, in said State, and Duluth, in the County of St. Louis, to be used in common and jointly maintained by said Lake Superior and Mississippi Railroad Company and said Northern Pacific Railroad Company, and their respective successors and assigns, to all which said railroad property, lands, premises, franchises and immunities so held, enjoyed, upon, or in any manner acquired, possessed or used by the said The Lake Superior and Mississippi Railroad Company, the said St. Paul and Duluth Railroad Company, on the 27th day of June, A. D. 1877, became possessed and absolutely invested therewith, and as such successor owned the same, subject only to the said

rights so, as aforesaid, conveyed to said Northern Pacific Railroad Company, which said line of railroad, the Railroad Company, the party of the first part hereto, is lawfully entitled to possess, use and perpetually operate, and to have and retain the tolls and earnings thereof; and

Whereas, also, the said St. Paul and Duluth Railroad Company has, since it so acquired the said Railroad and property of the Lake Superior and Mississippi Railroad Company, constructed, owned and lawfully possessed a certain branch railroad known as the Knife Falls Branch, connecting with its said Main Line at or near the junction of said Main Line with the railroad of the Northern Pacific Railroad Company, in Carlton County, in said State, and extending thence to a point at or near Cloquet, in said Carlton County, a distance of seven miles, more or less, and a certain other branch railroad, known as the Quarry Branch, connecting with the said Main Line at or near Miller, in Pine County, in said State, and extending thence to the Sandstone Quarries, at or near Banning, in said County, a distance of five miles, more or less, which said branch lines are connected with and operated in connection with said Main Line; and _____

Whereas, also, said St. Paul and Duluth Railroad Company is the lessee of the railroad commonly known as the Minneapolis and Duluth Railroad, extending from the Mississippi River, in the City of Minneapolis, to a junction with the main line of the railroad of the said St. Paul and Duluth Railroad Company near White Bear Lake, a distance of twelve miles more or less, by indenture of lease, bearing date July 15, 1873, executed by the Minneapolis and St. Louis Railway Company, a corporation existing in said State, the owner of said line of railroad, lessor, for the term of ninety nine (99) years from said date; with the right of either party to terminate the same at the expiration of any three years after said 15th day of July, 1873, by giving to the other party at least one years notice in writing of such election, prior to the expiration of said any three years, the lessor to pay the lessee in case of such termination, the value of all betterments put or made upon said leased railroad or premises

of such notice since given by said lessor. The lessee might elect within sixty days after such notice; and by the express provisions of said lease, the lessee might acquire a joint and equal interest in said railroad and appurtenances for the term of ninety nine years thereafter, at a rental of Three (3) per cent. per annum upon the then cash value of said railroad and appurtenances; to be ascertained by arbitration. _____

The rental payable under said lease is Thirty-five (35) per cent. of the gross earnings of said line of railroad, less Three (3) per cent. taxes, and certain switching charges to be deducted. _____

And Whereas, The said St. Paul and Duluth Railroad Company was fully authorized and empowered by law to locate and construct branch railroads or lease the same, and to aid in the construction of connecting railroads tributary to or feeders of its said main line; and was expressly authorized and empowered to borrow money for the purposes aforesaid, so to be expended in the renewal, construction, repair, replacement, equipment, refurnishing and providing facilities for the operation, maintenance and business of said railroad, branches, and leased lines, and to extinguish any indebtedness incurred in such construction, repair or replacements; and to issue its bonds therefor and with full power to make and execute in its said corporate name, and deliver all such mortgages, deeds of trust or other writings as the said company might deem necessary or expedient to secure the bonds so to be issued, upon the franchises, railroad, and property aforesaid and as aforesaid owned and held, or that may be thereafter acquired, which said power so to borrow money, issue bonds, and, as aforesaid, secure the same by mortgage or deed of trust, was limited and controlled by the following provisions of section eight of article one of the By-Laws of the said company, to-wit: "No mortgage to be placed on the property (the railroad and property aforesaid) without the written consent of not less than two-thirds of the preferred stock then outstanding and one half of the common stock"

And Whereas, at a meeting of the stockholders of the St. Paul and Duluth Railroad Company, duly held at the City of St. Paul, Minnesota, on the 14th day of April, A. D. 1898, the stockholders aforesaid, for the purpose of providing for the retirement at maturity of the first and second Mortgage Bonds herein before described of the said St. Paul and Duluth Railroad Company, for the retirement of the First Mortgage bonds of the Still water and St. Paul Railroad Company, of the Taylor's Falls and Lake Superior Railroad Company, and of the Duluth Short Line Railway Company, and for other purposes, by resolution duly adopted, did advise and consent to the issuance of the bonds provided for in this instrument, and the execution and delivery of these presents to secure the same upon the said railroad and property of the Railroad Company (except the lands granted by the Congress of the United States and State of Minnesota to aid in the construction of said line of railroad acquired, or to be acquired, and not used in connection with said lines of railroad, and the proceeds of sales thereof, as hereinafter specially excepted), and subject to the said first interest of the Northern Pacific Railroad Company in that part of said line of railroad between the said junction in Carlton County and Duluth, in St. Louis County, and subject also to the lien of certain mortgage and deed of trust heretofore and on the first day of July, A. D. 1871, executed by the said St. Paul and Duluth Railroad Company to the National Trust Company of New York, as Trustee, upon the said line of railroad, and its branch and leased lines, rights of way, franchises and property in said deed of trust particularly described and included, to secure the payment of the interest and principal of the bonds therein provided for and issued, to the amount of one million of dollars ($1,000,000) of principal, as in and by said mortgage and deed of trust will more fully and at large appear, and subject also to the lien of certain mortgage or trust deed heretofore and on the third day of August, 1877, executed by the said St. Paul and Duluth Railroad Company to the

said Central Trust Company, Trustee, upon its said line of railroad, and its branch and leased lines, rights of way, franchises and property in said deed of trust particularly described and included, to secure the payment of the interest and principal of the bonds, therein provided for and issued, to the amount of two millions of dollars ($2.000.000) of principal, as in and by said mortgage and deed of trust will more fully and at large appear; and

Whereas, the Saint Paul and Duluth Railroad Company, the party hereto of the first part, is the owner and holder of shares of capital stock of the following named corporations, respectively, and is also the lessee of each of the said corporations, to-wit:

—Of three thousand eight hundred and fifty-five shares out of a total issue of four thousand shares of the capital stock of the Stillwater and St. Paul Railroad Company, a Minnesota corporation, owning a line of railroad extending from the City of Stillwater, in Washington County, in said State, to a junction with the said Main Line at White Bear Lake, in Ramsey County aforesaid, a distance of thirteen and seven-tenths miles, more or less, said railroad and franchises, however, remaining subject to outstanding First Mortgage seven per cent. bonds to the amount of $209.500 of principal.

—Of four thousand and fifty shares, being the entire capital stock issued, of the Taylor's Falls and Lake Superior Railroad Company, a Minnesota corporation, owning a line of railroad extending from a point of junction with the said Main Line at Wyoming, in Chisago County, to Taylor's Falls in said Chisago County in said State, a distance of twenty-one miles, more or less, said railroad and franchises, however, remaining subject to outstanding First Mortgage six per cent. bonds to the amount of $210.000 of principal.

—Of two thousand one hundred and six shares, out of a total issue of two thousand nine hundred and twenty-one shares of the capital stock of the St. Cloud, Grantsburg and Ashland Railroad Company, a Wisconsin corporation owning a line of railroad extending from a point of intersection with the

Whereas, the party of the first part is also the lessee of the Grantsburg, Rush City and St. Cloud Railroad Company, a Minnesota corporation, owning a line of railroad extending from a point of junction with the said Main Line at Rush City in said Chisago County to the St. Croix River in said county and State, a distance of five miles more or less; and

line of Railroad of the Grantsburg, Rush City and St. Cloud Railroad Company, at the St. Croix River on the boundary line between the States of Minnesota and Wisconsin to the Village of Grantsburg in the county of Burnett in the State of Wisconsin, a distance of twelve miles, more or less:

—Of six thousand shares, being the entire capital stock issued, of the Duluth Short Line Railway Company, a Minnesota corporation owning a line of railroad extending from a point of junction with the said Main Line at or near the town of Thompson, in Carlton County in said State, to a connection with said Main Line near the Village of Oneota in the County of Saint Louis in said State, and thence to the Saint Louis River and to West Superior in the State of Wisconsin, a distance of eighteen miles more or less, and including the bridge over the St. Louis River, said railroad, bridge and franchises however, remaining subject to outstanding First Mortgage five per cent. bonds to the amount of $500.000 of principal; and (See margin)

Whereas, the holders of more than two-thirds of the preferred stock now outstanding, and of more than one-half of the common stock of the Railroad Company have expressly assented in writing to the issuance of the bonds of the Railroad Company for the purposes hereinafter mentioned, to the amount in the aggregate of five millions of dollars ($5.000.000), and have in like manner assented to the creation of a mortgage upon the franchises and property hereinafter described to secure the same; and

Whereas, the Railroad Company has (deeming the same necessary and expedient) duly resolved to exercise the borrowing power upon it conferred by the laws of the State of Minnesota, and pursuant to the said express assent of its stockholders, and for the purposes aforesaid, in pursuance of a resolution duly passed in this behalf by its Board of Directors, has determined to issue its certain bonds to be denominated "First Consolidated Mortgage four per cent. Seventy-Year Gold Bond", the said bonds not to exceed in the aggregate five millions of dollars,

($5.000.000) as aforesaid, in denominations of one thousand dollars each; and for the purpose of securing the payment of the same has duly directed its President and Secretary to execute in its corporate name and under its corporate seal, and deliver to the Guaranty Trust Company of New York, the party of the second part hereto, a mortgage bearing the date of these presents of and upon all and singular the said railroads, branch railroads, franchises, property and leasehold interests and rents and income of the same, hereinafter particularly set forth; and each of said bonds or obligations, with the coupons thereto attached, and the Trustee's certificate thereon endorsed, to be substantially in the words and figures following, to-wit:

United States of America
State of Minnesota

No..... $1.000.

Saint Paul and Duluth Railroad Company.
First Consolidated Mortgage Five per cent
Twenty year Gold Bond.

Saint Paul and Duluth Railroad Company, a corporation duly organized under the laws of the State of Minnesota, for value received, promises to pay to the bearer, or, if this bond be registered, then to the registered holder hereof, at the office or agency of said Railroad Company, in the Borough of Manhattan City and State of New York, One Thousand Dollars in gold coin of the United States of America, of the present standard of weight and fineness, on the first day of June, A. D. 1968, and also to pay, in like gold coin, interest on said principal sum from the first day of June, 1898, semi-annually, at the rate of five per centum per annum on the first days of December and June, in each year, on presentation and surrender, at the office aforesaid, of the interest coupons hereto annexed, as the same become due respectively, and until said principal sum is fully paid; in case of default of the payment of any half-yearly instalment of interest which shall have become payable and shall have been demanded by presentation as aforesaid of the coupon therefor, and the continuance of such default for the period of six

months after the maturity of such instalment, then the whole of said principal sum shall become immediately due and payable in the manner and with the effect provided in the Mortgage hereinafter mentioned.

This bond is one of five thousand bonds, all of like date, tenor and amount, to an aggregate amount not exceeding Five Millions of Dollars, of which bonds, three thousand amounting to $3.000.000 of principal, are to be issued for retiring at maturity the outstanding First and Second Mortgage five per cent. Bonds of the Main Line of the said Railroad Company; two thousand amounting to $2.000.000 of principal are issued or are to be issued for the retirement of the First Mortgage Bonds of the several Branch Lines of the said Railroad Company, and the balance of said bonds are to be issued as provided in the said Mortgage. All of said bonds, without reference to the time when said bonds shall be actually issued, are equally secured by a First Consolidated Mortgage, bearing date June First, 1898, duly executed and delivered by said Saint Paul and Duluth Railroad Company to Guaranty Trust Company of New York, as Trustee, conveying and transferring to said Trustee by way of mortgage the railways of the said railroad company, acquired and to be acquired, and generally all equipments appurtenances, property, revenues and franchises of said Railroad Company in said Mortgage mentioned, reference to which is hereby made and subject to the terms, conditions and provisions of which said Mortgage this bond is issued, accepted and held.

This bond may be registered in the name of the owner in books to be kept at the agency of the Railroad Company appointed in the Borough of Manhattan for that purpose, which registration shall be noted hereon, after which any transfer shall be void only when made on said books until this bond is again transferred to bearer; and this bond shall be subject to successive registrations and transfers to the bearer thereof. The coupons shall always be transferable by delivery. The holder of this bond shall assent against any director, officer or stockholder of the said Railroad Company, any individual liability with respect

to this bond in any manner whatsoever.

This bond shall not be obligation or valid for any purpose until the certificate indorsed hereon is signed by the said Trustee.

In Witness Whereof said Saint Paul and Duluth Railroad Company has caused its corporate seal to be hereunto affixed and attested by its Secretary and this bond to be signed in its corporate name by its President, and has also caused the fac-simile signature of its Treasurer to be engraved upon each of the annexed coupons this first day of June in the year One Thousand eight hundred and ninety eight.

Saint Paul and Duluth Railroad Company

By ..... President

Attest: ..... Secretary.

(Form of Coupon)

No. ..... $.....

Saint Paul and Duluth Railroad Company will pay to bearer, on the first day of , at the office of said Railroad Company, in the Borough of Manhattan City of New York, twenty dollars, in gold coin of the United States of America, at the present standard of weight and fineness, for six months interest then due on its First Consolidated Five Per Cent. Gold Bond No. .....

Treasurer

(Form of Trustee's Certificate)

Guaranty Trust Company of New York hereby certifies that the within Bond is one of the Series of Bonds described in the Mortgage therein mentioned

Guaranty Trust Company of New York,
Trustee

By

For the President.

Now, Therefore, The Railroad Company, in consideration of the premises and of the sum of one dollar to it in hand paid by the Trustee, the receipt whereof is hereby acknowledged, and to secure equally the payment of the principal and interest of said bonds at any time outstanding, hath granted, bargained, sold, aliened, released, conveyed

confirmed, assigned, transferred and set over, and by these presents doth grant, bargain, sell, alien, release, convey, confirm, assign, transfer and set over unto the Guaranty Trust Company of New York and to its successor or successors in this trust, all the right, title and interest of the Railroad Company now owned or hereafter acquired by it in and to all and singular its lines of railroad and railroad tracks and routes and other property real and personal, herein below described, to-wit:

The following lines of railroads, routes and properties:

The line of railway extending from a point two hundred feet south of the intersection of the track of said railway with the centre line of Third Street in the City of St. Paul in Ramsey County in said State, to Lake Superior at Duluth in said St. Louis County, in said State, a distance of one hundred and fifty-six miles, more or less, herein called the Main Line of the Railroad Company, the said branch line of railway, known as the Knife Falls Branch, connecting with said Main Line at or near the junction of said Main Line with the railroad of the Northern Pacific Railroad Company in said Carlton County, and extending thence to a point at or near Moquah in said County a distance of seven miles, more or less, and the said branch railroad, known as the Quarry Branch, connecting with the said Main Line at or near Miller in Pine County, in said State, and extending thence to the Sandstone Quarries at or near Banning in said County, a distance of five miles, more or less (subject to the joint interest of said The Northern Pacific Railroad in that part of said line of railroad from said point of junction in Carlton County to Duluth and to the line of said First and Second Mortgages, bearing date respectively, July 1, 1871, and August 3, 1887, upon said Main Line, branch and leased lines and property herein described).

And all and singular the rights, property, rights, title and interest of the Railroad Company in or to the railroad of the Stillwater and St. Paul Railroad Company, and to the lease and shares of capital stock of said Company, said railroad extending from the City of Stillwater in said Washington County to a

junction with the said Main Line of the Railroad Company, at or near White Bear Lake in said Ramsey County, a distance of thirteen and seven tenths miles, more or less (subject to the First Mortgage lien thereon aforesaid); and _____

All and singular the rights, property, rights, title and interest of the Railroad Company in or to the railroad of the Duluth, Red Lake & Winnipeg Railroad Company and to the lease and shares of capital stock of said company, said railroad extending from a point of junction with the said Main Line of the Railroad Company at Wyoming in said Chisago County, to Duluth Falls in the same County a distance of thirty-one miles more or less (subject to the First Mortgage lien thereon aforesaid); and _____

All and singular the rights, property, right, title and interest of the Railroad Company in or to the railroads of the Brainerd & Northern Railroad Company and the Minnesota & Pacific Railroad Company and to the lease of both said companies and to the shares of capital stock of said last-named company, said railroads extending respectively from a point of junction with the Main Line of the Railroad Company at Brainerd in said Crow Wing County, to the Red River in said County and from a point of intersection with the line of railroad of the said Brainerd & Northern Railroad Company at the said Red River to the line between the States of Minnesota and Dakota to the Village of Wahpeton in the County of Richland, State of North Dakota, in all a distance of one hundred and forty-seven miles more or less; and _____

All and singular the rights, property, right, title and interest of the Railroad Company in or to the railroad of the Minneapolis & Pacific Railway Company and to the lease and shares of capital stock of said company, said railroad extending from a point of junction with the said Main Line of the Railroad Company at or near Osseo in said Hennepin County, to a connection with said Main Line near the Village of Anoka in the County of Anoka in the State of Minnesota, and thence to

the Saint Louis River and to West Superior, in the State of Wisconsin, including the bridge over the St. Louis River a distance of eighteen miles, more or less (subject to the First Mortgage lien thereon aforesaid); _____

Together with all and singular the franchises, rights, privileges, leases and leasehold interests, yards, tracks, side-tracks or lines of rail, right of way, depot grounds and all lands and premises used in connection with the operation and maintenance of said railroad or any of the leased lines and branch railroads, or necessary or convenient therefor, and owned, held or possessed by the Railroad Company or that may hereafter be acquired, and all tracks, side-tracks, turntables, docks, wharves, bridges, viaducts, culverts, fences and other structures, rights of way, and easements, all depots, depot-grounds, buildings, structures, station-houses, engine-houses, car-houses, wood-houses, freight-houses, all machine and other shops, fixtures, shares of capital stock, first mortgage bonds, property and appurtenances now held, owned or possessed by the Railroad Company or that may hereafter be acquired, provided or required in connection with or in anywise pertaining to said railroad or any of the leased lines or branch railroads of the Railroad Company. _____

Also said certain indenture of lease, dated July 15, 1883, from the Minneapolis & St. Louis Railway Company to the St. Paul & Duluth Railroad Company, and all rights, privileges, leasehold, estate, title and interest of the Railroad Company held or possessed or to be acquired thereunder in or to the said leased line of railroad extending from the Mississippi River in the City of Minneapolis, in the County of Hennepin to a point connected with the said Main Line of the Railroad Company near White Bear Lake in the County of Ramsey in said State. _____

And including herein also and hereby conveying to the Trustee all locomotives, tenders, engines, cars, and other rolling stock or equipments, and all machinery, tools, implements, fuel, supplies and materials for constructing, maintaining, operating or repairing said main, branch and leased lines of railroad and each of them now used, owned, ac-

quired or to be acquired; and any and all of the equipments and appurtenances thereof or of any part thereof, and including also all revenues, rents, tolls, sums of money, earnings and income arising or to arise from said railroad, branch and leased railroads and each and all of them and from the premises herein conveyed; and also all corporate and other franchises including the franchise to be a corporation, rights, powers, privileges, advantages and immunities now owned, possessed, held or enjoyed by the Railroad Company or that it may at any time hereafter acquire applicable to its said railroad, branch or leased lines of railroad. Expressly Excepting, However, therefrom, all lands heretofore granted by the Congress of the United States, and by the State of Minnesota to aid in the construction of said lines of railroad or either of them, acquired by the said Lake Superior and Mississippi Railroad Company and to which the Railroad Company as such successor has acquired right or title or to which it may hereafter acquire title and also excepting and reserving hereby from all lands owned or acquired by the said Willmar and St. Cloud Railroad Company or the Duluth Falls and Lake Superior Railroad Company under grants of the Congress of the United States or of the State of Minnesota to aid in the construction of the lines of railroad of said companies respectively, and to which the Railroad Company has or may acquire right or title and also excepting and reserving hereby from the rents, avails, profits and proceeds of all said lands, Congressional and swamp, as granted, now owned by the Railroad Company or that may be hereafter acquired under said several grants, and all sums or amounts due, or to become due, for stumpage or sales of said lands, or any of them or for or in account of trespasses committed thereon, and also all bonds, contracts, mortgages, notes, bills or other obligations incurred by reason of the sales of parcels of said lands or for stumpage or timber thereon. Hereby excepting however, to the Trustee as aforesaid such parts or portions of said Congressional and State lands, as are by said reserved and excepted as contain any portions of the right of way, depot grounds yards and premises necessary, convenient, used or acquired or acquired to be used or occupied for the purpose of said railroads or either of them and all structures thereupon with the appurtenances. _____

To Have and To Hold all and singular the above described franchises, rights and property, real and personal or mixed, contracts and choses in action, with all their appurtenances, whether now owned or hereafter acquired, to the said Guaranty Trust Company of New York and its successors forever. In Trust, Nevertheless, for the equal pro rata benefit, security and protection of the several persons and corporations, who shall from time to time hold and own the said bonds, or any or either of them, and for the enforcement of the payment thereof and the interest due thereon when payable, in accordance with the true intent and meaning of the stipulations, covenants, terms and conditions of these presents and of said bonds, Provided Always, However, and these presents are upon the express condition that if the Railroad Company, its successors or assigns, shall well and truly pay, or cause to be paid, unto the holders of the said bonds as issued or to be issued as herein provided, the sums of money constituting the principal of said bonds and the interest to grow due thereon, at the times and in the manner stipulated in the said bonds according to the true intent and meaning thereof, and shall well and truly keep, perform and observe all and singular the covenants, promises and conditions in said bonds and in this Mortgage expressed to be by the Railroad Company kept, performed and observed then these presents and the estate, property rights and interests hereby granted shall cease, determine and be void, otherwise to be and to remain in full force and virtue. _____

It is hereby agreed and declared by and between the parties hereto, that the further trusts, uses, purposes conditions and covenants for and upon which the franchises, rights, property, real, personal and mixed, contracts and choses in action, hereinbefore mentioned and described are conveyed and are to be held and disposed of by the said Trustee are as follows, that is:

Article First

The bonds to be issued and secured by this mortgage shall be Five Thousand (5,000) in number, each for One thousand dollars ($1,000), all of like date, tenor and amount, and bearing interest at four per centum per annum. Three thousand (3,000) of said bonds, amounting to $3,000,000 of principal, shall be reserved for retiring at maturity the outstanding First and Second Mortgage five per cent. bonds of the Main Line of the Railroad Company, secured by said First and Second Mortgages, respectively dated May 1, 1871, and August 3, 1877, executed by the Saint Paul and Duluth Railroad Company to the Central Trust Company of New York as Trustee. Two thousand (2,000) of said bonds amounting to $2,000,000 of principal, to the extent required as certified to the Trustee as hereinafter provided, shall be reserved and used for the retirement by purchase or otherwise of the outstanding said First Mortgage Bonds of the several leased and Branch Lines of the Railroad Company, to-wit: The Stillwater and St. Paul Railroad Company's said First Mortgage seven per cent. bonds; The Lake's Falls and Lake Superior Railroad Company's said First Mortgage six per cent. bonds, and the Duluth Short Line Railway Company's said First Mortgage five per cent. bonds. The aforesaid reserved bonds shall be certified and exchanged by the Trustee from time to time as the same may be required or open for the aforesaid bonds to be retired. The balance of the said issue of bonds shall be forthwith delivered to the President of the Railroad Company upon the execution and delivery of this mortgage, without any order or authority to the Trustee other than these presents. _____

The Trustee shall and at any time be required to reserve in its hands unissued bonds of the issue herein provided for in par value in excess of the par value of the first and second mortgage bonds of the Railroad Company and of the first mortgage bonds aforesaid of its leased and branch lines outstanding at the same time and not in the hands of the Trustee and the President of the Railroad Company shall certify to the Trustee from time to time the par value of such outstanding bonds, and such certificates shall be accepted by the Trustee as conclusive evidence of the facts therein stated as a basis of its action under these presents. _____

All bonds of the said Main and leased and Branch Lines which may be retired or exchanged for bonds of the issue hereby secured shall, with all coupons thereto attached, be cancelled and destroyed forthwith by the Trustee, provided, however, that in case of any leased line as to which the Railroad Company does not then own either the title or all the issued capital stock, the bonds thereof thus exchanged shall be not destroyed, and shall be subject to the lien of these presents until said title or entire capital stock shall have been acquired by the Railroad Company, when they shall be cancelled and destroyed by the Trustee. _____

The Trustee shall in no wise be called upon to look to the subsequent or final disposition made of the proceeds of any of the bonds hereby secured which may be certified and delivered in accordance with the bond or bonds intended to be secured hereby shall be so secured or be valid for any purpose until certified by the Trustee. _____

Article Second

The Railroad Company, its successors and assigns shall and will, from time to time and at all times hereafter, on demand in writing of the Trustee do or cause to be done all and every acts, and make, execute, acknowledge and deliver all such further deeds, assurances and instruments, as shall be necessary or proper to carry into effect the reasonable purposes and intent of this Mortgage and for the better assuring to and confirming in the Trustee of the trust hereby created, upon the trusts and for the purposes herein expressed, of all and singular the franchises, rights, property, real, personal or mixed, contracts and choses in action, with the appurtenances hereinbefore mentioned and conveyed, or intended so to be conveyed, whether now owned or possessed or hereafter acquired by the Railroad

company, its successors or assigns, and particularly for the conveyance and assurance of any rights, interest or properties subsequently to the date hereof acquired by the Railroad Company and comprehended or intended so to be in the description and terms of this instrument. _____

Article Third

The Railroad Company shall and will promptly pay to the several holders of the bonds and coupons expressed or intended to be secured hereby the principal and interest mentioned in and secured by said bonds and coupons respectively as and when the same shall respectively become due and payable according to their tenor. _____

The Railroad Company shall well and truly pay the entire principal and interest of the bonds hereby secured, according to their tenor, and shall well and truly keep, perform, and observe all and singular the acts, covenants, promises and conditions in said bonds and herein required to be kept, performed and observed by the Railroad Company, according to the true intent and meaning of said bonds and these presents, then and in that case the Trustee shall, if so requested by the Railroad Company, its successors or assigns, execute and deliver sufficient and proper re-conveyances in writing to the Railroad Company, its successors and assigns of all and singular the railroads, lands, franchises and property owned or intended to be owned by this Mortgage, and thereafter all estate, right, title and interest of the Trustee hereunder shall cease and determine. _____

When and as the coupons attached to the bonds secured hereby mature they shall be paid by the Railroad Company and shall forthwith be cancelled, and upon any sale or pledge or assignment, or assembly or otherwise of any coupons separate from the bonds from which said coupons may be detached, such coupons shall cease to be secured by or entitled to any lien upon the hereby mortgaged railroads and

other property, except subject to the prior payment in full of all of the bonds issued hereunder and outstanding at the time, together with all coupons thereunto so sold, pledged or assigned; it being intended hereby that all coupons purchased or assigned or pledged, separate from the bonds from which said coupons are detached, shall at all times be subordinate in lien to and shall be paid only after full payment of the bonds then outstanding hereunder, together with all coupons not so sold, pledged, or assigned. _____

Article Fourth.

Until default shall be made in the payment of the principal or interest moneys, or any part thereof, payable upon the said bonds and coupons as the same shall respectively become due and payable, or in the performance of the covenants herein prescribed to be performed by the Railroad company, its successors and assigns, the Railroad Company shall be suffered and permitted by the Trustee to remain in the full possession, management, control and use of said railroads and the other premises and property with the equipments and appurtenances herein expressed or intended to be hereby mortgaged and to receive and use the tolls, income, revenues, rents, issues and profits thereof, and all moneys payable thereon and receivable or derivable therefrom. The Railroad Company covenants and agrees that so possessing and operating the railroads and other property and franchises hereby mortgaged or expressed or intended so to be, it will pay and discharge as and when the same shall become lawfully due and payable all taxes, rates, levies, assessments and other liens and charges levied or imposed thereon or upon any part thereof during the continuance of this Mortgage; that it will not suffer any lien superior to the lien of these presents to be hereafter created upon said railroads and other hereby mortgaged property or franchises, or any part thereof; that it will keep and maintain the railroads and other property hereby mortgaged in good order and condition; that it will keep all property

hereby mortgaged, liable to be destroyed by fire, and
amply insured, and that in case of destruction
by fire, all insurance moneys shall be applied to
replace such property as may be destroyed, or to the
purchase of other property used for the mainte-
nance or operation of said mortgaged premises,
and that all property acquired by way of replace-
ment shall when acquired become subject to the
lien hereof. And the Railroad Company shall have the fur-
ther right at all times and from time to time, to
sell and convey any lands acquired or held for
the purposes of stations, depots, or other buildings
or any lands which may have been held for the
supply of fuel, gravel or other materials, or any
lands not occupied by tracks, which may be-
come disused by reason of a change of location
of any station house, depot, shop or other building
connected with the said railroads, and such
lands occupied by the tracks thereof and adjacent
to such station-house, depot, shop or other build-
ing, as the Railroad Company may deem it ex-
pedient to dispose of or abandon by reason of such
change, and which in the judgment of the Trus-
tee shall no longer be either useful or necessary
in the proper and judicious management
of the business and interests of the Railroad
Company; and the Railroad Company shall
likewise be suffered and permitted at all
times and from time to time, as the proper man-
agement of the business of the Railroad Compa-
ny may require, to sell, alter, change, add to, improve
remove and replace any equipments, materials, sup-
plies, stores, machinery, tools and implements
hereby mortgaged in the same manner and with
the same effect as if this Mortgage had not been
made; Provided Always, That the security of said
bonds shall not in any wise be thereby reduced
or impaired; and Provided Further, That no such
sale or conveyance of lands, or change of location
shall be made without the express assent in
writing of the Trustee, which is hereby expressly
authorized to consent to any such change of

location as aforesaid and to such other changes in
the location of the tracks or depots, bridges or other
buildings, wharves or structures, as in its judgment
shall have become expedient, and to release under its
seal, from the operation and effect of this Mortgage
any such lands and property as sold, or disused
by reason of such change of location as aforesaid
or abandoned, or exchanged for other property
in good faith, and the sole and conclusive evi-
dence to the Trustee of its duty to execute any such
release, shall be a certified copy of a resolution of
the Board of Directors of the Railroad Company re-
questing it to execute the same, and to receive, hold
and apply in accordance with the provisions hereof
the proceeds of the sales; and Provided Further, that
all property taken in exchange for or purchased
with the proceeds of any property, real or personal,
sold or released, as above expressed, shall forthwith
become and be under and subject to the lien of this
Mortgage, in the same manner and to the same ex-
tent as if the same were in terms expressed to be
mortgaged hereby and hereunder. ——————
The net cash proceeds of all such property sold
or released as in this Article provided, shall be
received by the Trustee and by it applied upon
such request as aforesaid of the Railroad Company
as soon as may be, in payment for additional real
or personal property of not inferior value, in good
faith by the Railroad Company acquired; or shall
be applied to the purchase, in open market, of
bonds of the Railroad Company of the same hereby
secured, or in the purchase of the said First and
and Second Mortgage Bonds of the said St. Paul
and Duluth Railroad Company, to until such pur-
chase may be advantageously made, invested in
United States Government Bonds or in bonds of
one or more of the States of the United States of
America, upon which the interest payable thereon
shall have been paid regularly at least ten
years next preceding the date of such investment, or
in bonds of any one or more railroad corporations with-
in the United States of America, upon which the
interest payable thereon shall have been regularly

ipon during a like period. All additional real or personal property of Borrower, State or Railroad lands purchased hereunder shall forthwith become and be part of the security of and under this Mortgage and shall be held by the Trustee hereunder and shall so remain unless sold, in which event the proceeds shall be used as in this Article provided. All bonds of the issue hereby secured, or of the said bonds of the said St. Paul and Duluth Railroad Company, which may be purchased as in this Article provided, shall, with all coupons thereto attached be cancelled and destroyed forthwith by the Trustee. Further the Trustee, nor its successor, shall be subject to any liability to any person or persons, by reason of any act done or suffered in good faith under the provisions of this Article.

Article Fifth.

If default shall be made in the payment of any interest on any of the bonds hereby secured (the payment of interest having been demanded by presentation at the Railroad Company's office or agency in the Borough of Manhattan, County and State of New York, of the coupons therefor), and such default shall continue for six months after payment shall have been demanded, or in case default be made in the payment of any taxes, assessments or other governmental or municipal or other liens or charges upon or against the hereby mortgaged railroads and premises, and such default shall continue for six months after the same shall have become payable, or in case, at any time or for any cause the appointment of a Receiver of the property of the Railroad Company shall occur, or in case default shall be made in the performance of any covenant of the Railroad Company herein contained and such default shall continue for six months, then, and in either and each event, the principal sum of all of said bonds shall, at the option of the Trustee, to be signified in writing to the Railroad Company or its successors, become immediately due and payable, anything in the said bonds or herein to the contrary notwithstanding, and, if requested to do so by the holders of twenty-five per centum of the bonds hereby secured and then outstanding, by an instrument or instruments in writing, signed by such holders or authorized agents, which instruments shall state the place of residence of and the serial numbers and amount of bonds held by each holder, accompanied by an affidavit of such holder or agent, to the effect that he or she is the holder or agent of the holder of the bonds for which he or she signed, it shall be the duty of and it is hereby made obligatory upon the Trustee, being first indemnified to its satisfaction against loss or damage in the premises, to declare said entire principal sum due and payable as aforesaid and the same shall thereupon become immediately due and payable; and the majority in interest of all the bondholders may, in like manner, annul or reverse any such declaration, if made by the Trustee and such principal sum shall thereupon cease to be due, anything herein contained or action taken hereunder to the contrary notwithstanding.

The holders of a majority of the bonds may in like manner direct the Trustee to discontinue any suit brought by it against the Railroad Company upon any bond secured by this Mortgage, and to release and discharge any judgment or decree obtained thereon, in such terms as may be directed by the said majority by the same instrument; Provided, Nevertheless, that no action taken by the Trustee or by the bondholders under this Article shall prejudice or affect the powers or rights of the Trustee or of the bondholders, in the event of any subsequent default.

It is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Trustee shall not be under any obligation to take notice of any default hereunder of the Railroad Company, or to give effect to any such default or to recognize the same for any purpose under this Mortgage, unless requested in writing by the holders of Twenty-five per centum in amount of the bonds secured hereby and outstanding at the time, and unless indemnified to its satisfaction in the premises.

Article Sixth

In case of any such intervention or other default, as provided in Article Fifth hereof, it shall be lawful for the Trustee, either personally or by its agent or agents, attorney or attorneys, to enter into or upon, and to take and possess, all and singular the railroads and other real and personal property, franchises, rights and privileges, hereby mortgaged or intended so to be, and each and every part thereof, and to expel the Railroad Company, its agents and servants, wholly therefrom, and having and possessing the same, to use, operate, manage and control said railroads and other mortgaged property, regulate the tolls, for the carrying of passengers and freight, and conduct the business thereof, either personally or by its superintendents, managers, receivers, agents, servants, or attorneys, as it shall deem to be to the best advantage, as well of the public as of the holders of bonds secured hereby, in accordance with law; and upon such entry it shall be lawful for the Trustee, from time to time, to insure or keep insured, at the expense of the trust estate, the buildings, structures, equipments, supplies, tools, machinery and other property acted or provided for use in connection with said railroads and other hereby mortgaged property, real and personal, in the manner and to the same extent as is usual with railroad properties, and likewise to make from time to time, at the expense of the trust estate all necessary or proper repairs, renewals and replacements and such useful alterations, additions and improvements thereto and thereon as may seem to the Trustee judicious or convenient; and to collect and receive all tolls, freights, income, rents, revenues, issues and profits of the said railroads and premises, and every part and parcel thereof, and after deducting and defraying the expenses of operating the said railroads and other mortgaged premises and property, and conducting the business thereof, and of all said repairs renewals, replacements, alterations, additions and

improvements, and all payments which may be made for charges, taxes, assessments, insurance, mortgage interest and other proper charges thereon, as well as a just and reasonable compensation for its own services and compensation to all attorneys and counsel agents, clerks, servants and other employees by it employed, the Trustee shall apply the moneys arising as aforesaid in or towards the payment of the interest in arrear on said bonds, or which shall after entry become due and payable on the outstanding bonds secured hereby, ratably to the persons or persons entitled to receive the same, without any discrimination or preference on account of the time of their actual issue or otherwise; and if the principal of said bonds shall have been declared due it shall in the same manner apply the residue of said moneys in or towards the payment of the unpaid principal of the outstanding bonds; and if, after satisfaction thereof, a surplus shall remain, it shall pay over such surplus to the Railroad Company its successors or assigns, or as any court of competent jurisdiction shall order. Provided, Nevertheless, that if the Trustee shall think it inexpedient, after such entry as aforesaid, to work and operate the said railroads and premises in the manner aforesaid, it shall be lawful for it to demise and let the said railroads and premises (subject, however, to the provisions of this mortgage) to any person or persons, corporation or corporations, willing to work and operate the same for such time or periods, at such rent or proportion of receipts and profits, and generally upon such terms and conditions as the Trustee shall, in its discretion, think fit, and the Trustee shall apply the revenue or income to arise from such demise or letting in the same manner as the net revenue or income to arise, in the event of the said railroads and premises being worked and operated by the Trustee, is to be applied under the provisions immediately hereinbefore contained.

Whereas, after such entry as aforesaid, the net income from the hereby mortgaged railroad and other property under the management of the Trustee

has been sufficient to pay, as aforesaid, all of the interest in arrear on the bonds outstanding and secured hereby, and if the principal of said bonds shall have been declared due, all of the principal in arrear, the Trustee shall, upon requisition in writing of the Railroad Company, expressed by a certified copy of a Resolution of its Board of Directors, restore such railroad properties to the Railroad Company, to possess, manage, operate and enjoy the same in like manner as before said entry; but such restoration shall not in any way affect the right of the Trustee to enter, as herein provided, for any subsequent default.

Article Seventh.

The principal of the bonds secured hereby having become due at maturity or before maturity and after default as hereinbefore provided, it shall be lawful for the Trustee, after entry, or without entry, to proceed to sell and dispose of at public auction and to the highest bidder, all and singular the premises and property hereby mortgaged or expressed or intended so to be, or any part thereof, which shall then be subject to the lien, operation and effect of this Mortgage, with the appurtenances, and all benefit and equity of redemption of the Railroad Company, its successors and assigns therein. Such sale shall be made by the Trustee or by its attorney or attorneys, agent or agents, in the Borough of Manhattan, State of New York, or in the City of St. Paul, State of Minnesota, in the discretion of the Trustee, after notice of the time and place of the sale and of the property to be sold shall have been given by the Trustee by publication thereof in at least one daily newspaper of general circulation published in the City of New York and in at least one published in the said City of St. Paul, twice in each week for not less than four consecutive weeks (together with such other notice, if any, as may be required by law), and the Trustee may, after any advertising such sale, adjourn the same from time to time for such period or periods as it may deem advisable, giving reasonable notice of such each adjournment at least once a week during

the interval covered by such adjournment, in the same newspapers in which the original notice may have been published, and thereafter the Trustee may make such sale at the time and place to which the same may be adjourned: Provided, however, that no such sale shall be made by the Trustee except upon demand of the holders of not less than twenty-five per centum of the said bonds then outstanding; and, even in the event of such demand, no sale shall take place if the holders of the majority of all the bonds then outstanding shall file with the Trustee a written instrument, executed as in Article Fifth prescribed, objecting to such sale. Upon such sale and in accordance with the terms and conditions thereof the Trustee shall, by proper assurance in the law, and as the attorney in fact irrevocable of the Railroad Company (for that purpose by these presents duly constituted and empowered), or otherwise grant, sell, convey, assign, transfer and deliver to the purchaser or purchasers possession of all and singular the real, personal or mixed property with the appurtenances as said, free and discharged from the Trust hereby created, and shall make, execute and deliver any and all deeds and other instruments necessary and proper to convey, transfer to and vest in such purchaser or purchasers, his or their successors, heirs, executors, administrators or assigns, all the estate, right, title and interest of the Railroad Company of, in and to all premises and property so sold; which sale or sales and the conveyances and other instruments of transfer executed in fulfillment thereof shall be a valid and effectual in the law to vest in such purchaser or purchasers, grantee or grantees, assignee or assignees, the title to and ownership of the same, and shall forever bar and foreclose the Railroad Company and its successors and assigns from all right, claim or equity of redemption in, to or in respect of the same, and shall be a perpetual bar both in law and equity against the Railroad Company and its successors and all persons claiming by, through or under it or them in any manner whatsoever.

The Railroad Company shall and will, if and when

thereunto requested, thereafter make, execute and deliver such deeds and other instruments as shall be reasonably advised or required to confirm and assure such title and ownership in and to such purchaser or purchasers as are to fully effect the sale and conveyance hereby authorized. _____

The receipt of the Trustee shall be a sufficient discharge to the purchaser or purchasers of all the property so sold or any part thereof, for his or their purchase money, and the purchaser shall not be bound to see to the application of the purchase money. _____

Any holder or holders of any of the said bonds may become such purchaser or purchasers for his or their own use and. _____

Article Eighth

The foregoing powers of entry and sale are respectively remedies cumulative to all other remedies, suits, actions and proceedings at law or equity for the protection and security of the several rights of the bonds entitled to the security of and under this Mortgage. And the Trustee, in case of any continuance of other default, as hereinbefore mentioned, or upon or after any other act done or omitted to the injury of the bond holders intended to be secured hereby, or which impairs or jeopardizes the security expressed and intended to be afforded by these presents, may, in its discretion (unless such default, act or omission be waived in writing as aforesaid by the holders of a majority in amount of said outstanding bonds) or upon the request in writing as aforesaid made as in Article Fifth provided, of the holders of twenty-five per centum in amount of said bonds then outstanding hereunder, and upon being indemnified to its satisfaction, shall pursue any other remedy and institute any other suit, action or proceeding to effect the protection and security as hereby sought to be afforded. _____

The action of the Trustee herein, in regard to the enforcing its or any right the lien created by this Mortgage, either by taking possession or by sale

at auction, or by lease, ~~or by lease~~, or by resort to judicial proceedings, or by any means authorized or contemplated herein, shall be at all times subject to the control of a majority in amount of the holders of said bonds their wishes being expressed by an instrument in writing executed as in Article Fifth prescribed; but this mortgage shall not be foreclosed, nor shall the property herein mortgaged nor any of the same, be sold, except upon a default in the payment of the principal or interest upon the said bonds, or upon a default or breach in the performance or observance of any other condition, obligation or requirement by the said bonds or by this Mortgage imposed on the Railroad Company which default or breach shall have continued for more than six months. _____

In the event of default by the Railroad Company in the payment of principal or interest of said bonds, or otherwise, a majority in interest of the bondholders for the time being shall have the right to provide and agree upon a Plan or Scheme of Reorganization, which plan or scheme, when agreed upon in writing and signified to the Trustee, shall govern its action thereafter, and shall be in all respects binding and obligatory upon all the holders of said bonds. _____

Article Ninth.

Upon the filing of a bill in equity or other commencement of foreclosure or other appropriate proceedings in any proper Court, to enforce the rights of the Trustee and of the bondholders under this Mortgage, the Trustee shall be entitled to the appointment by such Court of a Receiver or Receivers of the railroads and other property and premises hereby mortgaged, and of the earnings, income, rents, revenues, issues and profits thereof, pending such proceedings, with such powers as the Court making such appointment may confer.

Article Tenth

In case of any sale of the mortgaged property under the provisions of this Mortgage, the Trustee shall apply the proceeds thereof as follows, that is to say:

1st To the payment of the costs and expenses of such sale, including reasonable compensation of the Trustee, its agents, attorneys and counsel, and all expenses

liabilities and advances whatsoever, made and incurred by the Trustee in the execution of the trust hereby created.

2nd. To the payment of the whole amount of the principal and interest which shall then be owing and unpaid upon the said bonds and coupons and every one of them, whether the principal by the terms of the said bonds be then due or yet to become due, and in case of the insufficiency of such proceeds to pay in full the whole amount of principal and interest owing and unpaid upon the said bonds and coupons, the same shall be paid ratably, in proportion to the amounts owing and unpaid upon them respectively, without preference of any bond or coupon over any of the others; subject, however, to the provisions of Article Third relating to detached coupons.

3d. The surplus, if any, shall be paid over on demand to the Railroad Company, or otherwise as directed by any court of competent jurisdiction in the premises.

Article Eleventh

Upon any sale of the property and premises hereby mortgaged, or of any part thereof, the purchaser in making payment therefor shall be entitled after paying in cash so much as shall be necessary to cover the costs and expenses of the sale and of the proceedings incident thereto, and all other charges that may be required by decree or otherwise, to be paid in cash, including reasonable compensation to the Trustee and its counsel, agents and amounts, as appropriate and applicable toward the payment of the purchase price, any of the bonds or coupons issued hereunder, and entitled to participate in the proceeds of such sale, reckoning each bond or coupon so appropriated and paid at such sum as shall be payable thereon out of the net proceeds of the sale; and proper receipts shall thereupon be given to the holders of such bonds or coupons for the amounts so payable thereon, and the bonds or coupons, if the net proceeds of the sale shall be sufficient to pay them in full, shall be delivered up to the Trustee or other person making sale under decree of the court or otherwise hereunder for cancellation; or

if the proceeds of the sale shall not be sufficient to pay such bonds or coupons in full, then proper endorsement shall be made thereon of the amount so paid on account thereof, and they shall then be returned to the holders.

Article Twelfth.

The persons in whose names bonds are registered shall be taken by the Trustee to be the holders and owners of such bonds for the purpose of executing any requisition required to be executed by bondholders and for all other purposes of this Mortgage; and the Trustee may require the ownership of bonds issued under this Mortgage and not registered to be proven by the production of the bonds, or by such other evidence as the Trustee may deem sufficient. ———

The Trustee shall not be bound to recognize any person as a bondholder until his bonds are submitted to the Trustee for inspection, if required, and his title satisfactorily established, ~~if required and his title satisfactorily established~~, if disputed. ———

The Railroad Company covenants and agrees that it shall and will at all times hereafter keep upon an office or agency in the Borough of Manhattan, City of New York, for the payment of the principal and interest of and upon the bonds hereby secured and at any time outstanding, as the same shall become payable, and for the transfer and registration of the said bonds, and that any and every default in the due performance of this covenant shall be deemed and taken to be a waiver of presentment and a demand of payment of all and every of the bonds and coupons aforesaid which may become payable during the continuance of said default. ———

If the Railroad Company shall be satisfied that any bond issued and certified hereunder has been lost or destroyed, the Railroad Company, upon such terms and conditions as it may deem advisable and to be prescribed by resolution of its Board of Directors, may execute and issue in lieu of such lost or destroyed bond, a new bond of like date, tenor and amount and bearing the same serial number, but expressly and indelibly marked or stamped with the word "substituted" across the face of said bond and of

the coupons attached thereto, which bonds when so issued, should be certified by the Trustee without any liability on its part, to be one of the series of bonds described herein, and the sale and conveyance in manner to the Trustee of its duty to certify said new bond, there shall be a certified copy of a resolution of the Board of Directors of the Railroad Company authorizing the issue of, and requesting the Trustee to certify said new or "substituted" bond.

Article Thirteenth

It is expressly agreed that the Trustee may from time to time, as it shall deem it necessary and proper, apply (at the expense of the trust estate) to any court of competent jurisdiction for aid or instructions in any matter connected with the interpretation of this Mortgage or the execution of this trust.

And it is further agreed that the Trustee shall have full power and authority, inter alia, and generally at the expense of the trust estate, to do any act or thing in respect of the property and premises hereby mortgaged as fully and completely as if it were the absolute owner thereof, and in case of a sale of any of the property and premises hereby mortgaged, after default, to buy in for the benefit of the holders of the bonds hereby secured and then outstanding, in proportion to their respective interests, the said railroad properties and premises, or any part thereof, which may be sold under the provisions hereof, at a price not exceeding the principal and accrued interest of said bonds, and any amount paid out by the Trustee, and herein prescribed to be collectible out of the trust estate.

Article Fourteenth

The Trustee may resign the trust hereby created, and become and remain wholly discharged from all further duty or responsibility hereunder upon giving sixty days' notice in writing to the Railroad Company, or such shorter notice as the Railroad Company may accept as sufficient. The Trustee may be removed from office as such Trustee by the vote of a majority in interest of the holders of the said bonds then outstanding, the said vote being had at a meeting of the

said bondholders duly called, as hereinbelow provided for such purpose, and being attested by an instrument in writing executed in the manner herein below provided. In the event of the refusal, failure, neglect or incapacity of the Trustee herein named, or of its successor or successors in this trust, to accept or execute the same, or in the event of the resignation or removal of the Trustee, then it shall be the duty of the Railroad Company to give notice to the bondholders by advertisement for four successive weeks in one or more of the daily newspapers in general circulation, published respectively, in the said cities of St. Paul and New York of the time and place of meeting for the election of a Trustee, at which meeting a majority in interest of the bonds, then represented, may, with the concurrence of the Railroad Company in the choice of said majority, elect or appoint a Trustee; and in the event that the Railroad Company and said majority cannot agree upon a Trustee, then upon application of any bondholder under these presents, and notice to the Railroad Company, or upon application of the Railroad Company, a Trustee may be appointed by a Judge of the Circuit Court of the United States for the District of Minnesota. Upon the election or appointment of any such Trustee at any meeting as aforesaid, a statement or certificate of such election or appointment shall be made, showing the amount of said bonds represented at said meeting and the amount thereof voting for the Trustee as elected or appointed, which statement or certificate shall be signed by the President or Chairman and Secretary of said meeting and by the proper officers of the Railroad Company, and said statement or certificate shall have attached thereto a copy of said printed notice, with proof of publication thereof. Upon appointment of Trustee shall be made by a Judge of said Circuit Court as hereinbefore provided, the party applying for such appointment shall procure the appointment to be signed by said Judge making the same, and attested by the Clerk of said Court, and shall have attached thereto a copy of the application for such appointment. The said statement or certificate of election or appointment. The said statement or certificate of election

or appointment at such bondholders meeting, or the appointment of the Successor signed by such Judge, shall be filed with the Secretary of the State of Minnesota and a duplicate thereof with the Secretary of the State of Wisconsin, and the person or persons or corporation named in such statement or certificate, or in such Judges appointment, shall thereupon be and become the Trustee for the time being of these presents, as fully to all intents and purposes as if this present mortgage had, in the first place, been executed and delivered to such person, persons or corporation. _____

The parties hereto shall in any and every such case make and execute upon request any such assignments, grants, conveyances, releases, instruments and assurances as may be legally necessary or advisable for the more fully vesting in and confirming to such new Trustee or Trustees such estate, rights, power and duties.

The word Trustee, when used in these presents, shall and for all purposes be taken, held and construed to mean include and describe the person or persons or corporation who or which shall for the time being and from time to time be charged with the trusts hereby created and herein expressed. _____

Article Fifteenth

The several covenants, promises and agreements by the Railroad Company herein contained shall be binding as well upon its respective successors and assigns

For the debt and bonds secured hereby, the Railroad Company is liable in personam and any deficiency, after exhausting the property and premises hereby mortgaged, may be enforced against the Railroad Company but not against its officers, directors or stockholders individually, and it is expressly agreed between the parties hereto, and by every person who shall take or hold any bond or bonds, coupon or coupons issued hereunder, that the existing and all future officers, directors and stockholders of the Railroad Company shall not be individually liable to any extent or for any purpose with respect to said bonds or coupons or any of them _____

Article Sixteenth.

It shall be no part of the duty of the Trustee to

do all things needful in that behalf. The Trustee may, at any time or from time to time, in its discretion at any time or times after the recording or filing of this Mortgage, as a Mortgage of real estate or as a Chattel Mortgage, or to procure any further, other or additional instrument of further assurance, or to take any action, or to do any other act for the protecting perpetuating or keeping good the lien of this Mortgage upon the whole or any portion of the property hereby mortgaged, or to give notice of the existence of the lien hereof, or to uphold or supplement the lien sought to be created hereby, as in its discretion, may or shall it be any part of the duty of the Trustee hereunder to effect insurance against fire or other damage to any portion of the property hereby mortgaged, or to renew any policy of fire or other insurance, or to keep itself informed or advised as to the existence or payment of any taxes or assessments that may be imposed upon the property real or personal affected by this Mortgage, or to require the payment of such taxes or assessments; but the Railroad Company, its successors or assigns, shall and will, from time to time (See margin) at the expense of the Railroad Company, do any or all of the matters and things in this Article set forth, or required the same to be done _____

Article Seventeenth

The Trustee hereby accepts the trusts and assumes the duties herein created and imposed, upon and only upon, the following terms and conditions, to-wit:

(1) The recitals of fact herein contained, and contained in the bonds hereby secured, shall be taken as statements by the Railroad Company and shall not be construed as made by the Trustee. _____

(2) The Trustee may select and employ, in and about said trusts and duties, suitable agents and attorneys whose reasonable compensation shall be paid to the Trustee by the Railroad Company, or, in default of such payment, shall be a charge upon the hereby mortgaged property and the proceeds thereof, paramount to said bonds; and the Trustee shall not be liable for any neglect, omission or other wrongdoing of any of such agents or attorneys, if reasonable care has been exercised in their selection; nor shall it be otherwise answerable except for its own wilful negligence or fault.

(3) The Trustee shall have a first lien upon the mortgaged premises and fund for its reasonable expenses,

amount fees and compensation incurred in the performance of the said trust powers and duties.

(4) The Trustee shall be under no obligation or duty to perform any act hereunder for the purpose of enforcing this Trust which involves expense or liability, immediate or contingent; or to defend any suit in respect hereof unless fully indemnified to its satisfaction.

(5) The exclusive right of action hereunder shall be vested in the Trustee until the refusal of the Trustee so to act, and no bondholder shall have a right to enforce these presents until after a demand upon the Trustee, accompanied by a tender of indemnity satisfactory to it as aforesaid, and a refusal by the Trustee to act in accordance with said demand.

In Witness Whereof the Saint Paul and Duluth Railroad Company, the party hereto of the first part, has caused these presents to be subscribed in its corporate name by its President, and its corporate seal to be hereto affixed and attested by its Assistant Secretary, and the Guaranty Trust Company of New York, the party hereto of the second part, has likewise caused these presents to be subscribed by its 2nd Vice President, and its corporate seal to be hereunto affixed and attested by its Treasurer, all on the day and year first above written.

St. Paul and Duluth Railroad Company
By R. Somers Hayes
President

Attest:- E. D. Rollins.
Assistant Secretary

seal

Sealed and delivered as to Saint Paul and Duluth Railroad Company in the presence of
A. Langford Barnes
Wm Finkernan

Guaranty Trust Company of New York
By Wm. C. Lane
President.

Attest:- H. A. Mowray
Treasurer.

seal

Sealed and delivered as to Guaranty Trust Company of New York in presence of
H. A. B. Mowray
Wm Finkernan

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

On this 19th day of August, 1895, before me appeared R. Somers Hayes, to me personally known, who, being by me duly sworn, did depose and say that he resided in Borough of Manhattan, New York, N. Y., that he the President of the Saint Paul and Duluth Railroad Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order in behalf of said corporation; and said R. Somers Hayes acknowledged said instrument to be the free act and deed of said corporation

Wm Finkernan
Notary Public #54
New York County.

seal

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

I, William Bohmer, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, Do Hereby Certify, that Wm Finkernan whose name is subscribed to the Certificate of the proof of acknowledgment of the foregoing instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn and duly authorized to take the same. And further that I am well acquainted with the handwriting of such Notary and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof I have hereunto set my hand and affixed the seal of the said Court and County, the 22 day of Aug. 1895.

Wm Bohmer
Clerk.

seal

Entered Rec. Stamps

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

On this 19th day of August, 1895, before me appeared George R. Turnbull to me personally known who, being by me duly sworn, did depose and say that he resided in Borough of Brooklyn, City of New York, N. Y. that he is the 2nd Vice President of Guaranty Trust Company of New York, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order in behalf of said corporation and said George R. Turnbull acknowledged said instrument to be the free act and deed of said corporation

Wm Finkenaur
Notary Public #64
New York County

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

I, William Sohmer, Clerk of the County of New York and also Clerk of the Supreme Court for the said County, the same being a Court of Record, DO hereby Certify, That Wm Finkenaur whose name is subscribed to the Certificate of the proof or acknowledgment of the foregoing instrument, and thereon written was, at the time of taking such proof or acknowledgment a Notary Public in and for the County of New York, dwelling in said County, commissioned and sworn and duly authorized to take the same. And further, that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 22 day of Aug. 1895.

Wm Sohmer
Clerk.

Internal Revenue Stamp $1.00 Cancelled #2100

State of Minnesota } ss.
Department of State }

I hereby certify that the within instrument was filed for record in this office on the 29th day of August A. D. 1895, at 10 o'clock A. M., and was duly recorded in Book F of Railroad Records, on pages 495 &c.

Albert Berg
Secretary of State

No. 23776.

State of Minnesota } ss.
County of Ramsey }
Office of Register of Deeds.

This is to certify that the within instrument was filed for record in this office at St. Paul, on the 29th day of August, A. D. 1895, at 11:25 o'clock A. M., and that the same was duly recorded in Book 315 of Mortgages, page 219 to - inclusive.

Edwd. S. Brahmer
Register of Deeds.

No. 24473.

Office of the Register of Deeds. } ss.
Washington County, Minn.

I hereby certify that the within instrument was filed in this office for record on the 31st day of August, A. D. 1895, at 4:30 o'clock P. M., and was duly recorded in Book 5 of Mortgages on page 207 to - inclusive.

Chas. A. Lammers
Register of Deeds.

No. 10123.

Office of Register of Deeds } ss.
County of Saint Louis, Minn. }

I hereby certify that the within mortgage was filed in this office for record on the 7th day of Sept. A. D. 1895, at 10. o'clock A. M., and was duly recorded in Book 150 of Mortgages, pages 161 et seq.

A. Lafgren
Register of Deeds.

No. 53745.

State of Minnesota } ss.
County of Dakota }
Office of Register of Deeds. I hereby certify that the

within mortgage was filed in my office for record on the 6th day of Sept., A. D. 1895, at 1:20 o'clock P. M., and was duly recorded in Book "L" of Mortgages, on page 210 et seq.

D. A. Page
Register of Deeds.

No. 24268

Office of Register of Deeds } ss.
County of Pine. Minn

I hereby certify that the within mortgage was filed in this office for record on the 5th day of September, A. D. 1895, at 10 o'clock A. M., and was duly recorded in Book "L" of Mortgages, pages 276.

James M. Vandeb
Register of Deeds.

No. 11281.

Office of Register of Deeds } ss.
Chisago County, Minnesota.

I hereby certify that the within instrument was filed in this office for record on the 31st day of August A. D. 1895, at 11 o'clock A. M., and was duly recorded in Book "R" of Mortgages, pages 54 etc.

James O. Hanlins
Register of Deeds.

State of Wisconsin } ss.
Department of State

I hereby certify that the within instrument was filed for record in this office on the 22nd day of September, A. D. 1895, at 10:30 o'clock A. M., and was duly recorded in Vol. 11 of R. R. Mort. & Ind. Trust Deeds on pages 607. etc.

Henry Casson
Secretary of State.

No. 10032.

State of Wisconsin
County of Burnett } ss.
Office of Register of Deeds

I hereby certify that the within mortgage was filed in this office for record on the 16 day of Sept. A. D. 1895, at 11:30 o'clock A. M., and was duly recorded in Book No of Mortgages on pages 27, etc.

Arnold Anderson, Register of Deeds

No. 11015 H.

State of Wisconsin } ss.
County of Douglas
Office of Register of Deeds

I hereby certify that the within mortgage was filed in this office for record on the 9th day of September A. D. 1895, at 12 o'clock M., and was duly recorded in Book H O of Mortgages, on pages 43 et seq.

P. A. Sandberg
Register of Deeds
By H. A. Smith
Deputy.

Minneapolis, St. Paul and Sault Sainte Marie Railway Company and Washburn, Bayfield and Iron River Railroad Company Agreement Between.

This Agreement, made and entered into this 14th day of March 1896, by and between the Minneapolis, St. Paul and Sault Sainte Marie Railway Company, party of the first part, and the Washburn, Bayfield and Iron River Railroad, party of the second part.

Witnesseth: That for value received the said party of the second part, hereby promises and agrees to pay to the party of the first part, at the office of its Treasurer in the city of Minneapolis, State of Minnesota, the sum of Eight Hundred Ninety Two and 46/100 Dollars, ($892.46), as follows: One Hundred and Fifty Dollars ($150.00) at or before the ensealing and delivery of this agreement, and Seven Hundred Forty-two and 46/100 Dollars on or before the first day of March, 1900, with interest thereon at the rate of four per cent (4%) per annum from date until paid.

The consideration of the above is the sale and delivery by said party of the first part, to the said party of the second part, of the following described cars, to-wit:

One boxwood box hereinafter lettered and numbered: "Minneapolis, St. Paul and Sault Ste. Marie Railway Company - 143" and now lettered and numbered "Washburn, Bayfield and Iron River Railroad - 50" and

One boxwood box hereinafter lettered and numbered: "Minneapolis, St. Paul and Sault Ste. Marie Railway Company, - 144" and now lettered and numbered "Washburn, Bayfield and Iron River Railroad - 51" upon the following express conditions:

First: That the title, ownership and right of possession of said caboose cars shall, and is to, remain in the said party of the first part until said sum of Eight Hundred Ninety-two and 46/100 Dollars ($892.46) and interest is fully paid according to the conditions of this agreement.

Second: That said party of the second part shall, at its own cost and expense cause said boxwood boxes to be insured against fire in some good, reliable insurance company, for the benefit of said party of the first part, in a sufficient sum to cover the amount due the said party of the first part, under the provisions of this agreement and during the continuance thereof.

Third: That said party of the second part, shall at all times until said sum of Eight Hundred Ninety Two and 46/100 Dollars and interest is fully paid as aforesaid, at its own proper charge and expense, keep and maintain said boxwood boxes in good repair and condition as the same now are.

Fourth: That injury to, or the destruction of, said boxwood boxes by accident or otherwise, during the life of this agreement, shall in no manner annul or release the obligation of the said party of the second part to pay as aforesaid the entire consideration hereinbefore agreed to be paid by it for the purchase price of said cars.

Fifth: That the said party of the second part agrees that in case it makes default in any of the conditions of this agreement or in the payments hereinbefore provided for, at the time when and the place where the same becomes due, or attempts to dispose of said boxwood boxes or either of them, the said party of the first part shall be at liberty to declare the whole sum unpaid, due and payable and the said boxwood boxes the property of the said party of the second part, and to sue for and collect the same, with ten per cent (10%) damages for expenses of collection, which the said party of the second part hereby agrees to pay. Or at the option of the said party of the first part, to enter upon the railway and premises of the said party of the second part, and to take possession of and remove therefrom the above described boxwood boxes.

In Witness Whereof the said party of the first part has caused these presents to be signed by its and countersigned by its Secretary and its corporate seal affixed and the party of the second part has caused these presents to be signed by its President and countersigned by its Secretary and its corporate seal affixed, the day and year first above written.

Witness:
L. L. Dane
Chas. Litsty.

Minneapolis, St. Paul and Sault Ste. Marie Railway Co.
By Thomas Lowry
Its President.

Countersigned, Charles H. Clement
Its Secretary.

seal

Witness
O. F. Dodge
Chas. O. Sawyer

Washburn, Bayfield & Iron River Railroad
By Howard Benton
Vice Pres.
Its, President

Countersigned- John A. Searles
Its Secretary

(seal)

State of Minnesota } ss.
County of Hennepin }

Personally came before me, this twenty-fourth day of October, 1895, Thomas Lowry, the President, and O. F. Dodge, the Secretary, of the Minneapolis, St. Paul, and Sault Ste. Marie Railway Company, to me known to be the persons who executed the within instrument, and acknowledged that they executed the same as such President and Secretary, as the free act and deed of said Railway Company, for the uses and purposes therein expressed.

Int. Rev. Stamps 10 cts

H. R. Collins.
Notary Public
Hennepin County
Minnesota

State of Wisconsin } ss.
County of Bayfield }

Personally came before me this 24th day of October, A. D. 1895, Howard Benton, the Vice President, and John A. Searles, the Secretary of the Washburn, Bayfield & Iron River Railroad, to me known to be the persons who executed the within instrument and acknowledged that they executed the same as the free act and deed of said Railroad, for the uses and purposes therein expressed.

Int. Rev. Stamps 10 cts

(seal)

L. St. Clair
Notary Public Bayfield County Wis

State of Wisconsin } ss.
Department of State }

Received this 27th day of October A. D. 1895, and recorded in Vol. 11 of R. R. Washburn & Bayfield Deeds on page 475.

Is. E. Vanderzeek
Asst. Secretary of State

Minneapolis, St. Paul & Sault Ste. Marie Railway Co.
Washburn, Bayfield & Iron River Railway Company.

Agreement

This Agreement made this 15th. day of October, A. D. 1895, between The Minneapolis, St. Paul & Sault Ste. Marie Railway Company, a corporation organized under the laws of the State of Minnesota, hereinafter called the Soo Line, and the Washburn, Bayfield & Iron River Railway Company, a corporation organized under the laws of the State of Wisconsin, hereinafter called the Bayfield Company, Witnesseth.

1. The Soo Line agrees to lease to the Bayfield Company and the Bayfield Company agrees to hire from the Soo Line, the following rolling-stock, viz: Two (2) standard, 17 x 24, eight-wheeled locomotives, numbers One (1) and Two (2), built by the Rhode Island Locomotive Works, on each of which shall be placed, in some suitable and secure place, an iron plate with the following words in plain characters:

"The Mo., St. P. & Sault Ste. M. Ry. Co., Owners."

2. Such renting and hiring shall be, in respect to each of said locomotives, for the period of sixty (60) months from the 1st. day of October, 1895, subject, however, to the provisions and conditions hereinafter contained.

3. It is agreed that the value of each of said locomotives is Three Thousand Dollars ($3,000.00), for which amount the same may be insured by the Soo Line in any company or companies it may choose during the period of this lease, the premiums of which insurance the Bayfield Company shall pay as part of the rental hereinafter provided.

4. The rental of said locomotives, payable to said Soo Line, lessor, by said Bayfield Company, lessee, shall be as follows: Sixty (60) lease warrants, of the sum of One Hundred Seventeen 13/100 Dollars ($117.13) each, payable in gold coin of the United States of America of the present standard of weight and fineness, at the office of the First National Bank in the city of Minneapolis, State of Minnesota, without grace, as follows: One (1) of the said lease warrants to be payable on the first day of each and every month for a period of sixty (60) months, namely, from the first day of Nov-ember,

1898, to the first day of November, 1903, making in all for the said payments the sum of Seven Thousand Twenty-eight Dollars ($7,028.00) _____

Each of such deferred payments shall be represented by a lease warrant of the Bayfield Company, payable to the Minneapolis, St. Paul and Sault Ste. Marie Railway Company or order, and to bear substantially the following

$117.13. Minneapolis, Minnesota, Oct. 15th, 1898.

_____ On the ____ day of _____, 189-, without grace, the Bayfield and Iron River Railway Company promises to pay to the Minneapolis, St. Paul and Sault Ste. Marie Railway Company or order, One Hundred Seventeen and 13/100 Dollars, in gold coin of the United States of the present standard of weight and fineness, for rental of two locomotives under contract of lease of even date herewith, payable at the office of the First National Bank in the city of Minneapolis. _____

The Bayfield and Iron River Railway Co.

By . . . . . Vice President.

Attest: . . . . . Secretary

Dated . . . . . Due . . . . .

5. In case of default in the payment of any installment or installments of rent on the day on which the same falls due hereunder, the said Soo Line shall have the right at its option, by its agents, employes, or attorneys to take immediate and exclusive possession of said premises either one or both of said locomotives which may have been delivered to said Bayfield Company under this agreement, and for that purpose may pursue the same or each of them wherever they may be found, and shall have the right to sell the same or either at public or private sale, together or separately, and at one or more places, and to apply the proceeds to or towards the payment of any and all installments of rent of said locomotives for the whole of said term of sixty months limited and prescribed by this lease, whether said installments shall then have fallen due or not, less interest at six per cent (6%) per annum to the time of maturity or such as may not then be due, and notwithstanding that said locomotives may have been taken possession of and removed

and sold prior to the expiration of this lease. The said Soo Line shall have the right at its option by its agents, employes or attorneys, to sell at the sale or sales of said locomotives or either of them, and to purchase the same or either of them. If the proceeds shall be more than sufficient to pay such unpaid installments of rent with interest and expenses, then the surplus shall be paid to the said Bayfield Company, but if there should be any deficit then the said Bayfield Company shall be liable to pay such deficit on demand. _____

6. The Bayfield Company shall keep the locomotives in proper order and complete repair and in working condition, less fair wear and tear, such repairs and amintenance to be done to the satisfaction of the Mechanical Superintendent of the Soo Line. _____

7. At all times the name, number, plates and marks and signs of the ownership of the Soo Line shall be fixed and retained upon each of said locomotives, for the purpose of making the ownership publicly known. In the event of any such marks or signs being destroyed, the Bayfield Company will immediately renew the same, and such other things shall be done as by the counsel of the Soo Line shall be deemed necessary or expedient for the full and complete protection of the rights of said Soo Line as owner of said locomotives _____

8. The Soo Line shall have the right to inspect the said locomotives once in every year, or oftener if it should deem it advisable so to do, during the continuance of this contract by any person or agent to be appointed by said Soo Line after reasonable notice to the Bayfield Company of its intention to make such inspection, and the said Bayfield Company shall provide a suitable place with suitable facilities for such inspection. _____

9. In case said locomotives, or either of them, shall be injured by fire, which injury may be repaired by the Bayfield Company, the Soo Line shall allow from any amount collected from the insurance company or companies applied to the cost of said repairs when the same shall have been done to the satisfaction of its Mechanical Superintendent. But, if said locomotives, or either of them, are totally destroyed by fire, the amount received from the insurance company or companies under policies obtained

as hereinbefore provided shall be first used to pay any of said lease avarants remaining due or to become due and unpaid at the time of said fire, and the residue thereof, if any remain, shall be paid to the Banfield Company.

10. The said Banfield Company covenants and agrees to perform the agreements and undertakings in its behalf contained herein and to pay promptly each and every lease avarant to be given by it hereunder. _____

11. It is further agreed that, in consideration of such several payments hereinbefore specified, during the said term of 60 months, and all other sums of money due hereunder and any interest which may have accrued thereon having fully been paid to the Soo Line within thirty days after the expiration of said term of sixty months, then the said locomotives as described herein shall become the absolute property of said Banfield Company without further conveyance or transfer. _____

12. The Banfield Company agrees to pay whatever taxes or license fees may be payable on said locomotives, and to reimburse the said Soo Line for any expense that may be incurred by it attending the execution, acknowledgement, filing or recording of this agreement as required by law. _____

In Witness Whereof the Soo Line and the Banfield Company have caused these presents to be signed by their respective duly authorized officers and their corporate seals duly attested, to be hereto affixed _____

seal

The Minneapolis, St. Paul and Sault Ste. Marie Railway Company,
By Thomas Lowry
Its President

Attest:
Charles F. Blewett, Its Secretary

seal

The Washburn Banfield and Iron River Railway Company.
By Howard Benton
Its Vice. President

Attest:
Edwin A. Jacobs
Its Secretary

Witness { Henry B. Dike
W. L. Stone.

State of Minnesota } ss.
County of Hennepin }

Personally came before me, this Fifteenth day of October, 1898. Thomas Lowry, the President, and C. F. Blewett, the Secretary, of the Minneapolis, St. Paul and Sault Ste. Marie Railway Company, to me known to be the persons who executed the within instrument, and acknowledged that they executed the same as such President and Secretary, as the free act and deed of said Railway Company, for the uses and purposes therein expressed. _____

Int. Rev. Stamp 25 cts

W. R. Collins
Notary Public
Hennepin County
Minnesota

State of Wisconsin } ss.
County of Banfield }

Personally came before me this 24th day of October, A. D. 1898. Howard Benton, the Vice President, and John A. Jacobs the Secretary of the Washburn, Banfield and Iron River Railroad to me known to be the persons who executed the within instrument and acknowledged that they executed the same as the free act and deed of said Railroad, for the uses and purposes therein expressed. _____

seal

Int. Rev. Stamp 25 cts

L. H. Clausen
Notary Public
Banfield County, Wis.

State of Wisconsin } ss.
Department of State }

Received this 2 7th day of October, A. D. 1898, and recorded in Vol. 11 of R. R. Mortgages and Trust Deeds on page 651. _____

G. O. Underwood
Assistant Secretary of State.

Washburn, Bayfield & Iron River Railway Co.
and
Thomas Bardon
Agreement.

This Agreement made October 4, 1895, by Washburn, Bayfield and Iron River Railway Company, party of the first part, and Thomas Bardon of Ashland, Wisconsin, party of the second part, witnesseth, that

Whereas first party is indebted to second party in the sum of $10,000. evidenced by one promissory note executed by first party to second party, bearing even date herewith, payable 90 days after date with interest at 8 per cent. per annum and in the further sum of $2,600 evidenced by time checks issued by first party for labor performed on its road and now held and owned by second party, and to Ashland National Bank of Ashland, Wisconsin in the sum of $6,000 less an unliquidated amount due said Bank from John O'Brien Lumber Company of Chicago, Ill., for right-of-way logs;

Now In consideration of the premises first party as collateral security for all of the aforesaid indebtedness hereby sells, transfers and sets over unto said Thomas Bardon all net earnings which shall accrue to it from and after the first day of October, 1895, for hauling logs, or otherwise until said indebtedness shall have been paid, and it hereby assigns and transfers to second party all its interest in each of the following hauling contracts now in existence between it on the one hand and the parties herein mentioned respectively on the other, namely, W. J. Pleas, dated March 25, 1895; John O'Brien Lumber Co., dated July 6, 1895; John A. Jacobs and Thomas Bardon, dated July 7, 1895; G. W. Knowlton and Co., dated July 7, 1895; A. P. Brewer and Co., dated September 19, 1895; Sol. W. Winans and Co., dated September 20, 1895; Sol. Goldsmith and Co., dated September 24, 1895; A. A. Jacobs, dated September 24, 1895, and Talbot, Bradfield and Co., dated September 23, 1895; and first party hereby agrees to assign and transfer to second party all future contracts which it shall enter into for hauling logs over its said road until said indebtedness shall have been fully discharged; provided, however, that this contract shall not cover or affect the existing contract between said W. J. Pleas and one W. W. Gilbert, or any future contract which said Pleas may make with said railway company for the hauling of logs over its said road but the earnings thereunder shall go to said Pleas, according to the terms of certain other contract entered into between first party and said Pleas, dated March 25, 1895; the operating expenses of said railroad not to exceed $6000 a month and the surplus earnings over said sum to be net earnings within the meaning of this contract.

It is expressly understood that second party assumes no personal obligation to perform any of the conditions of any of said contracts to be performed by the terms thereof by the first party, and that such assignments are intended merely as collateral security to second party.

As further security for said indebtedness first party hereby sells, assigns and conveys to second party all the second hand relaying steel rails to be used for out of the above mentioned $10,000 loan and consisting of about 200 tons; said rails to be used in laying spur tracks in connection with first party's railroad, and to be first laid in the town of Washburn, Bayfield county, Wisconsin, and not to be removed thereafter without second party's permission. Said rails are to be shipped from Chicago consigned to second party and to remain his property until the aforesaid indebtedness be paid.

It is expressly agreed by the parties hereto that the said net earnings of said first party's railroad shall be applied first to discharge said debt of $10.000 with interest, second to the payment of said time check indebtedness and lastly to the payment of said Bank indebtedness. ~~and lastly to the payment of said Bank indebtedness.~~

If second party shall at any time deem himself insecure it shall be lawful for him to take and hold, or sell and dispose of said steel rails and all equity of redemption of the first party, at public or private sale with or without notice and on such terms as he may see fit, retaining such sum as shall pay the aforesaid debts and such expenses as shall have been incurred in such sale and returning the surplus, if any there be, to first party.

In Witness Whereof said first party having been duly authorized thereunto by its board of directors, has caused this contract to be signed by its vice-president

and general manager and its corporate seal to be hereto affixed and attested by its proper officers hereunto set this hand this 4th day of October, A. D. 1895.

Washburn, Bayfield & Iron River Ry. Co.

By Howard Benton

Vice-President

D. W. Sabin

Manager

Thomas Barden

(seal)

State of Wisconsin } ss.
Department of State }

Received this 28th day of Oct. A. D. 1895 at 2:30 P. M. and recorded in Vol. 11 of R. R. Mortgages and Trust Deeds on page 656.

Is. E. Vandercook

Assistant Secretary of State

Ashland Railway Company

to

Chicago, St. Paul, Minneapolis and Omaha Railway Company

Warranty Deed

This Indenture made and executed this 4th day of December A. D., 1895, by and between the Ashland Railway Company, a corporation created, organized and existing under the laws of the State of Wisconsin, party of the first part, and the Chicago, St. Paul, Minneapolis and Omaha Railway Company, a corporation organized and existing under the laws of said State, party of the second part. Witnesseth: That

Whereas the said Chicago, St. Paul, Minneapolis and Omaha Railway Company has heretofore from time to time advanced to this Railway Company diverse sums of money amounting in the aggregate to the sum of One Hundred and Twenty Thousand Nine Hundred and Nineteen Dollars and Fifteen Cents ($120,919.15) wherewith to construct the railway of this Company from the city of Ashland in the County of Ashland in the State of Wisconsin to a point of connection with the Railway of the Chicago, St. Paul, Minneapolis and Omaha Railway Company at what is commonly known as Ashland Junction in Section Two (10) in Town Forty-seven (47) North, Range Five (5) West, County of Bayfield in said State, and to acquire the property hereinafter described; and

Whereas it is provided in and by Chapter 293 of the laws of Wisconsin for the year 1893, intitled "An Act to amend Chapter 265 of the laws of Wisconsin for the year 1872, intitled," an act to amend Section 1733 of Chapter 87 of the Revised Statutes entitled "of railroads" among other things, as follows: "and any such railroad corporation may purchase and hold the stock or bonds of any railway company to which it has furnished money for the construction of its railway or may purchase for the money so furnished or for any other consideration as may be agreed upon between the companies by their respective Boards of Directors, and take a conveyance of the whole or any portion of the franchises of said corporation and of the railway property and appurtenances thereof; and

Whereas the Board of Directors of the party of the first part did on or about the 7th day of November

1915, pursuant to the authority and direction of the stockholders of said company in that behalf, wishes to sell and convey to the Chicago, St. Paul, Minneapolis and Omaha Railway Company its railroad, franchises, rights, privileges, immunities and property hereinbelow described in consideration of said sum of One Hundred and Twenty Thousand Nine Hundred and Nineteen Dollars and Fifteen Cents ($120,919.15), the amount due and owing from and by the party of the first part to the party of the second part, and did authorize and direct the president of the party of the first part in its behalf to propose to the Board of Directors of the party of the second part to sell and convey to it all of said railroad, rights, privileges, immunities, franchises and property for the consideration and upon the terms stated; and, did also authorize and direct the president and secretary to execute, under the corporate seal of said party of the first part, a deed of conveyance conveying said railroad, franchises, rights, privileges, immunities and property, in the name of the party of the first part, to the party of the second part, and to deliver such deed of conveyance, in case said Board of Directors of the party of the second part should accept said proposition of the party of the first part; and

Whereas the president of the party of the first part did in its behalf on or about the 27th day of November, A. D. 1915, submit said proposition to the Board of Directors of the party of the second part and said last named Board of Directors did at a meeting of said Board, on said 27th day of November, A. D. 1915 duly adopt a resolution accepting said proposition; and

Whereas the Board of Directors of the respective companies have heretofore agreed upon the terms of said purchase and sale as provided by law;-

Now, Therefore, the party of the first part, in consideration of said sum of One Hundred and Twenty Thousand Nine Hundred and Nineteen Dollars and Fifteen Cents ($120,919.15) and for other valuable considerations to it to be paid by the party of the second part,

the receipt whereof is hereby acknowledged, hath granted, bargained, sold and confirmed, and doth hereby grant, bargain, sell, alien, convey and confirm unto the said Chicago, St. Paul, Minneapolis and Omaha Railway Company its successors and assigns (all and singular the railway of the party of the first part extending from said city of Ashland in Ashland County, Wisconsin, to point of connection with the railway of the said party of the second part at what is commonly known as Ashland Junction situated upon Section Two (2) Town Forty-seven (47) Range Five (5) West, in the county of Bayfield in said State, the same being in distance about five miles and 3474 feet, also all right of way, depot grounds, lots and lands owned by the party of the first part and all easements, rights, privileges, immunities, franchises and appurtenances in any wise appertaining to and belonging to said party of the first part, including also the Bay Shore Track and all spurs, sidings and other tracks and all yards, depot grounds, bridges, water-tanks, elevators, viaducts, trestles and other structures, and all depot, engine houses, station houses, car houses, freight houses, wood houses, coal houses, wood houses and other buildings of every name and nature, and all machine shops and other shops of every kind or description now owned by the party of the first part and each and every part thereof. It being the intention hereof to convey to the said party of the second part all the railway, franchises, immunities, rights, privileges and other property of this company of every kind and description now owned and described railway and premises and property, easements, franchises, immunities, privileges, rights and appurtenances unto the said party of the second part its successors and assigns forever.

And the said party of the first part, for itself and its successors, hereby covenants and agrees to and with the party of the second part, its successors and assigns to execute from time to time upon the request or demand of the party of the second part, or its successors or assigns, such further deeds or other instruments of conveyance and transfer as may be necessary

for the further and better assuring of the party of the second part and its successors and assigns of the full, absolute and indefeasible title in and to the property, rights, franchises, privileges and immunities and all thereof herein before described. _____

And the said party of the first part for itself and its successors hereby in consideration of the premises, covenants with the said party of the second part, its successors and assigns, that it is seized of the railway, appurtenances and property herein before described and referred to, including said rights, privileges immunities, franchises and property; that it has a good right to sell and convey the same; that the said premises are free from all incumbrances; that said party of the second part, its successors and assigns, shall quietly and peaceably enjoy and possess the same forever and that the party of the first part will forever warrant and defend the title thereto against all lawful claims. _____

In Witness Whereof, the said Ashland Railway Company has caused its corporate seal to be hereunto affixed and these presents to be subscribed by its President and attested the day and year first above written. _____

Ashland Railway Company
By E. H. Winter
President.

(seal)

Signed, sealed and delivered in presence of
L. W. White
H. P. Barlow

E. E. Hardman
Secretary.

State of Illinois } ss.
Cook County

Personally came before me this 9th day of December A. D. 1895, the above named E. H. Winter President of the Ashland Railway Company, to me known to be such President and the person who executed the foregoing instrument and acknowledged the same.

(seal)

Chas. E. Simmons
Notary Public
Cook Co. Ill.

Int. Rev. Stamps $3.75

State of Wisconsin } ss.
St. Croix County

Personally came before me this 11th day of December A. D. 1895, the above named E. E. Hardman, Secretary of the Ashland Railway Company to me known to be the Secretary and the person who executed the foregoing instrument and acknowledged the same.

(seal)

D. H. White
Notary Public

State of Wisconsin } ss.
Department of State

Received this 29th day of October A. D. 1896, at 9:30 A. M. and recorded in Vol. 11 of R. R. Mortgages and Trust Deeds on page 659. _____

G. E. Vandercook
Assistant Secretary of State.

Washburn, Bayfield and Iron River Railway Company
to
John S. Brown

Agreement.

This Agreement made this 5th day of October A. D. 1895, by and between John S. Brown, of Chicago, Illinois, party of the first part, and the Washburn, Bayfield and Iron River Railway Company, a corporation organized and existing under the laws of the State of Wisconsin, party of the second part, Witnesseth:- _____

First:- The party of the first part in consideration of the covenants and agreements of the party of the second part to be done and conditionally sell its said second party, and said second party agrees to buy and conditionally buy of said first party. _____

One Standard Consolidation type Locomotive, built by The Baldwin Locomotive Works, 18x24 cylinder, numbered and marked (Builders No.) 4913 and, One Standard Consolidation Eight Wheel Locomotive, built by the Schenectady Locomotive Works, 16 by 24 cylinder, numbered and marked No. 1 on front plate. _____

Second:- It is understood and agreed that said two locomotives are now lying on storage in the yards of the Illinois Car and Equipment Co. at (Argenwick) Chicago, Illinois, and have already been examined by the

agent of said second party, George W. Cushing, M. E., who has reported to said second party their physical condition, and said first party delivers said two locomotives to said second party, and said second party accepts the said two locomotives, in the condition they are now in, and where they now stand.

It is understood and agreed between the said parties that the value of said locomotives is Five Thousand Dollars ($5,000.00)

Third:- It is agreed between the parties hereto that the rental and conditional purchase money thereof, payable by said second party to said first party, shall be a cash payment of One Hundred Dollars ($100.00) on the 15th day of October, A. D. 1898, and thereafter on the 15th day of each and every month following, for the term of forty-nine (49) months, a payment of One Hundred ($100.00) and interest as hereinafter set forth, which payment shall be represented by a lease warrant duly executed by said second party in the following form and tenor.

$100.00 Washburn, Wisconsin, October 8th 98.

On or before the fifteenth day of 1898, without grace, the Washburn, Bayfield and Iron River Railway Company promises to pay to the order of John B. Brown, One Hundred Dollars ($100.00), with interest thereon at the rate of six per cent. per annum, payable semi-annually from the 8th day of October 1898, for rental of locomotives under contract of lease with said John B. Brown of even date herewith (payable with exchange on New York), at the Northern State Bank, of Washburn, Wisconsin.

Fourth:- And the said second party agrees to execute and deliver to said first party forty-nine (49) notes of One Hundred Dollars ($100.00) each, dated October 8th, 1898, as described in the last preceding paragraph.

It is agreed that the payment at maturity of each and every of said notes shall be guaranteed by D. M. Sabin.

Fifth:- The party of the second part agrees to keep said two locomotives in good repair during the time covered and evidenced by said above mentioned lease warrants, and to keep said locomotives insured in some good stock company or companies for the amount of said lease warrants, as they remain unpaid, and until the same are fully paid; said policy of insurance to be taken in favor of said company with the provision

therein that loss, if any, shall be payable to said party of the first part, as his interest may appear.

Sixth:- It is understood by and between said parties that the said two locomotives are to remain the property of the party of the first part until the said second party shall have complied with and perform all the agreements herein contained, and all the lease warrants herein specified shall have been fully paid, together with any interest that may accrue thereon; provided however, and it is further expressly understood and agreed that if the said second party shall pay all the lease warrants and interest thereon, at the times and in the manner specified, and shall keep all the provisions of this agreement, then the said party of the first part agrees on demand of the said party of the second part, in consideration thereof, to convey a good title by proper bill of sale, of the said two locomotives to the party of the second part.

Seventh:- It is understood and agreed that said second party shall not, and shall not have the right to sell, lease, convey, assign or deliver possession, control or use of said two locomotives, or either of them, to any other firm, individual or corporation, without the written consent of said first party.

It is understood that the said second party shall keep upon said two locomotives the mark, "John B. Brown, owner", in order to designate the ownership of the same, until the terms of this agreement shall be fully complied with.

Eighth:- If default shall be made by said second party in the payment of any of the lease warrants, or in performance of any of the agreements herein contained, the said party of the first part shall have the right to reclaim and take possession of the said two locomotives, with or without process of law, wherever the same may be and remove them from the possession of said second party or any person or corporation having possession of the same, and sell and dispose of the same, either with or without notice, at public or private sale, and apply the proceeds first to the payment of all sums of money and interest thereon, and all expenses incurred in obtaining possession, removing, storing, advertising and selling the same, including compensation to and expense of attorneys, agents and servants employed

in and about the same, and to read- One Hundred Dollars ($100.00) in amount, also court costs, if any, and to the repayment pro rata of all outstanding lease warrants as above mentioned and described, whether the same have fallen due or not, adding interest to the face of the lease warrants to whom interest runs with them and adding interest on such lease warrants to as are not at that time due.

2d The net proceeds applicable to the payment thereof as above set out are more than sufficient to pay all such outstanding lease warrants and interest, then the surplus shall be payable to said second party but if there be any deficit after applying the payment of said lease warrants, said net proceeds so applicable as aforesaid, to the repayment thereof, then the said second party shall immediately pay such deficit whether all of the lease warrants have matured or not.

It is further agreed that all the provisions, conditions and stipulations of this contract to lease, shall apply to, and inure to the benefit of the heirs, administrators, successors or assigns of said first party.

In Witness Whereof, the party of the first part has hereunto set his hand and seal, and the party of the second part has hereunto set its hand by its Vice President, Howard Benton, and its corporate seal is hereto attached by its Secretary as evidence of its joining herein on its behalf.

John B. Brown (Seal)

(seal)

Washburn, Bayfield and Iron River
Railway Company
By Howard Benton
Vice President

Attest: John A. Jacobs, Secretary

State of Illinois } ss.
County of Cook.

I, O. L. Jones a notary public, in and for the said State and county, do hereby certify that on this 13th day of October, A. D. 1898, personally appeared before me John B. Brown, who is personally known to me to be the identical person whose name is affixed

to the foregoing instrument, and being by me duly sworn, did depose and say that he resided at Chicago, Illinois, and that he signed his name to the foregoing instrument, and acknowledged the same to be his free and voluntary act and deed for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and affixed my notarial seal, this 13th day of October A. D. 1898.

O. L. Jones
Notary Public

(seal)

State of Wisconsin } ss.
County of Bayfield

I, Margaret Livingstone, a notary public in and for said State and county, do hereby certify that on this 22nd day of October, A. D. 1898, personally appeared before me Howard Benton, Vice President of the Washburn Bayfield and Iron River Railway Company who is personally known to me to be the identical person whose name is affixed to the foregoing instrument as Vice President, and who is also known to me to be the Vice President of the said Railway Company, and being by me duly sworn, did depose and say that he resides in Washburn Wis.; that he is the Vice President of the Washburn, Bayfield and Iron River Railway Company; that he knows the corporate seal of said Railway Company; that the seal affixed to the foregoing instrument is such corporate seal, and was affixed by order of the Board of Directors of said Company, and that he signed his name thereto by the like order as Vice President, and acknowledged the foregoing agreement to be the free and voluntary act and deed of the said Washburn, Bayfield and Iron River Railway Company, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and affixed my seal this 22nd day of October A. D. 1898.

Margaret Livingstone
Notary Public

(seal)

State of Wisconsin } ss
Department of State

Received this 1st day of November A. D. 1898, and recorded in Vol 11 of R. R. Mortgages and Trust Deeds on page 663.

H. D. Vanderook, Asst. Secy. of State.

Chicago and Milwaukee Railway Company

Release of Mortgage

by

The Northern Trust Company.

Know All Men By These Presents, That

Whereas, The Chicago and Milwaukee Railway Company a corporation of the States of Illinois and Wisconsin made and executed a certain Mortgage to Fredk Schmahndt and Amasa Stone, Jr., Trustees, bearing date August 1, 1863, Records as follows:

In the office of the Recorder of Deeds for Cook County Illinois, in book 69 of Mortgages, page 387, &c.

In the office of the Recorder of Deeds for Lake County Illinois, September 11, 1863, in book 27 of Mortgages, page 29, etc., and

In the office of the Secretary of State of the State of Wisconsin, September 16, 1863, in Volume 2 of Railroad Mortgages, pages 128 to 137.

Which Mortgage was made to secure the payment of certain Bonds issued by said Chicago and Milwaukee Railway Company to the aggregate amount of One Million Seven Hundred Thousand Dollars, dated July 1, 1863 and made payable on the first day of July, A. D. 1893, with interest at the rate of seven per cent. per annum, and

Whereas, The Trustee named in said Mortgage having died, application was made by the holders of said Bonds as provided to the Superior Court of Cook County, Illinois for the appointment of a successor Trustee, and

The Northern Trust Company, a corporation of the State of Illinois, was duly appointed as successor Trustee under said Mortgage, by a decree of said court of date April 12, 1895, and said Trust was accepted by said The Northern Trust Company on April 21, 1895, and said Decree and acceptance have been duly recorded as follows:

In the office of the Secretary of State of the State of Wisconsin, April 23, 1895, in book 11, at pages 451 to 456.

In the office of the Recorder of Deeds for Cook County Illinois, May 2, 1895, in book 6295 at page 232.

In the office of the Recorder of Deeds for Lake County, Illinois May 25, 1895, in book 117 at page 409.

In the office of the Register of Deeds for Kenosha County Wisconsin, June 15, 1895, in book 45 at page 340.

In the office of the Register of Deeds for Racine County

Wisconsin, June 18, 1895, in book 72 at page 540.

In the office of the Register of Deeds for Milwaukee County Wisconsin, June 29, 1895, in book 401 at page 72, and

Whereas, after the making of said mortgage The Chicago and North Western Railway Company by consolidation became possessed of all the property and interests of the said Chicago and Milwaukee Railway Company, and did assume the payment of said Bonds and the interest thereon, and

Whereas, all of said Bonds issued under said Mortgage and secured thereby have been fully paid, and said bonds to the aggregate amount of One Million Seven Hundred Thousand Dollars, have been exhibited to said Trustee duly Cancelled.

Now Therefore, In consideration of the premises and of One Dollar to said Trustee paid, the receipt of which is acknowledged, The Northern Trust Company, Trustee aforesaid does hereby acknowledge full payment of the indebtedness secured by the Mortgage hereinbefore described, and does by these presents release, remise and quit claim unto the Chicago and North Western Railway Company, so far as it is the successor or assign of the Chicago and Milwaukee Railway Company, all the right, title and interest which the said The Northern Trust Company has acquired through or by virtue of the said mortgage, in and to the railroad and railroad property described in said Mortgage as follows, to-wit:

"All and singular the railroad, roadbed, right of way, track superstructure, sidetracks, with the appendages and appurtenances, of said party of the first part, extending from the terminus of said railroad in the city of Chicago to the terminus thereof in the city of Milwaukee, being a distance of eighty-five miles, more or less, and also all the depot, depot grounds, buildings and other structures, engines, cars, shops, machinery, tools, equipment, operating materials and furniture now on hand or hereafter acquired, and now or hereafter used and employed in and about the operation and business of said railroad, together with all the corporate rights, powers, franchises and immunities, used, exist in or enjoyed by said party of the first part, by virtue of any of the general or special laws, or enactments of said States of Illinois and Wisconsin and each of them and also the tolls, incomes, rents, issues, earnings and profits of said railroad, cars, engines, equipments and property." Also all the right, title and

interest which the said The Northern Trust Company has acquired through or by virtue of said Mortgage in and to any and all other property conveyed by said Mortgage.

In Witness Whereof The Northern Trust Company has caused this Release to be signed in its name and behalf by its President, and its corporate seal to be hereunto affixed and the same to be attested by the signature of its Secretary this 17th day of October, 1898.

The Northern Trust Company
By Byron L. Smith
Its President

seal

Attest:
Arthur Somitey
Secretary

In presence of
C. F. Edwards
O. R. Baker

State of Illinois } ss.
Cook County }

I, Danny Mc. Young a notary public in and for said county in the state aforesaid, do hereby certify that on this 17th day of October A. D. 1898, before me personally appeared Byron L. Smith and Arthur Somitey, President and Secretary, respectively, of The Northern Trust Company, a corporation; that Byron L. Smith and Arthur Somitey are personally known to me and are known to be the President and Secretary respectively, of said The Northern Trust Company and the identical persons whose names are subscribed to the foregoing instrument as President and Secretary of said corporation; that said Byron L. Smith and Arthur Somitey being by me duly sworn, did severally say that Byron L. Smith is the President and Arthur Somitey is the Secretary of said The Northern Trust Company, and that the seal affixed to the foregoing instrument is the corporate seal of said The Northern Trust Company and that said instrument was signed and sealed in behalf of said The Northern Trust Company by authority of its Board of Directors and said Byron L. Smith and Arthur Somitey then and there acknowledged said foregoing instrument to be the free act and deed of said The Northern Trust Company for the uses and purposes therein set forth and acknowledged that said instrument was signed sealed, executed and delivered by them as their free

and voluntary act as President and Secretary respectively, of said The Northern Trust Company and for the uses and purposes therein set forth.

Given under my hand and notarial seal this 17th day of October, A. D. 1898.

seal

Danny Mc. Young
Notary Public in and for the
County of
State of

State of Illinois } ss.
Cook County }

Filed for record Oct. 28 A. D., 1898, at 3 o'clock P. M. and recorded in Book 6346 of Records, page 429.

Robert Mc. Sinon
Recorder.

State of Illinois } ss.
Lake County }

Filed for record Dec. 7, A. D. 1898 at 9:45 o'clock A. M. and duly recorded in Book 120 of Mortgages page 229.

Wm Mc. Ragan
Recorder

State of Wisconsin } ss.
Department of State }

Received this 31st day of December A. D. 1898 at 11 A. M. and recorded in Vol 11 of R. R. Mortgages and Trust Deeds on page 668.

G. E. Vandercook for
Sd. P. Schmidt

Missouri Car and Foundry Company and Lindsay Bros Company

Agreement

This Agreement, made at the City of St. Louis, Missouri this 17th day of December, 1895, between the Missouri Car and Foundry Company, a corporation organized under the laws of Missouri, having its office at the City of St. Louis, in said State hereinafter called the lessor, and the Lindsay Bros Company, a corporation organized under the laws of the State of Wisconsin, and having its chief office and place of business at the city of Milwaukee, State of Wisconsin, hereinafter called the lessee,

Witnesseth: That the said lessor agrees to lease to the said lessee, and said lessee agrees to hire from said lessor, the following railroad equipment and rolling stock, to be built by said lessor, subject to inspection and approval by said lessee or its authorized agent at its works in said city of St. Louis, to-wit:

Twenty-five refrigerator cars, same as last furnished, except Homer Draft Rigging is to be used and bottom arch bar is to be tipped. Cars to be lettered with name or initials of lessee and numbered from 2202 to 2226 inclusive.

Each wheel is guaranteed to make seventy thousand miles.

The said refrigerator cars are to be delivered to said lessee at the works of said lessor in said city of St. Louis Missouri, on or before the first day of March next thereafter, subject to delays on account of accidents, labor strikes, fires, or any other cause beyond the control of said lessor; said renting and hiring to be in respect to each of said cars for the period of sixty months from the average date of delivery of said cars, subject, however, to the provisions and conditions hereafter contained.

It is agreed that said lessee shall place an inspector at the works of said lessor during the construction of said cars, to inspect the cars mentioned in this contract and as completed, said inspector shall sign a certificate that the cars have been so inspected and have been accepted by him, and said inspector's certificate shall be final and conclusive evidence that said cars are built in accordance with this contract.

The rental of said cars to be paid by said lessee to said lessor shall be as follows, to-wit:

A cash payment of One Hundred Seventy-nine Dollars per car upon the delivery thereof to the said lessee or its authorized agent, at the works of said lessor, in said city of St. Louis, said cash payment to be made by a sight draft made by said lessor upon said lessee upon deliveries of said cars in lots of ten cars each; and in addition to said cash payment, and after a final delivery of all of said cars in accordance with the terms of this contract, the said lessee agrees to execute and deliver to said lessor its 60 lease warrants, each for the sum of Two Hundred and Thirty-six 93/100 Dollars, and bearing date of the average delivery of all of said lots of cars, and payable one upon the corresponding day of each consecutive month thereafter, covering the whole of the rentals to be paid under this contract in excess of said cash payment; the total sum of said lease warrants being Fourteen Thousand Two Hundred and Eighteen 58/100 Dollars.

Each of said lease warrants shall be drawn in the following form, to-wit:

$236.93 ..... 189...

On this ..... day of ....., 189..., the Lindsay Bros. Company, for value received, promises to pay to its own order Two Hundred and Thirty-six 93/100 Dollars for the rental of twenty-five refrigerator cars, under contract of lease with the Missouri Car and Foundry Company, of even date herewith, payable at The Wisconsin National Bank, of the city of Milwaukee state of Wisconsin

Lindsay Bros. Company.

By .....

No. ..... Due ..... 189...

The possession of the rolling stock and equipment aforesaid, or any part thereof, by the lessee or its assigns, under this agreement, is not to be considered, claimed, or held to be evidence of ownership in said lessee; but, on the contrary it is hereby expressly stipulated and agreed that the title to and ownership in said property is to remain in the lessor, its successors or assigns, until all of the payments herein provided for have been made.

In case default is made in any one or more of the payments herein provided to be made by said lessee, after the day on which the same falls due hereunder, the said lessee, its successors or assigns, hereby agrees, upon demand therefor by said lessor, to deliver all or any of

said cars, to surrender by said lessee, to said lessor, at its said lessee's own expense, to such point or places as said lessor may direct, as the owner thereof; and the said lessee, its successors or assigns, shall have the right, at its option by its agents, employes or attorneys, to take immediate and exclusive possession of, and remove any or all of its said cars which may have been delivered to said lessee under this agreement; and for that purpose may pursue the same, or any part thereof, wherever they may be found, and may for that purpose enter upon the work or premises of said lessee, said lessee agreeing to furnish to the lessor all facilities and assistance in the recovery of said cars which the said lessor may require; and shall have the right to sell the same at public or private sale, without notice to said lessee, its successors or assigns, in one or more lots and at one or more places, and on such terms as the said lessor may deem advisable; and the said lessor shall have the right to become a purchaser of said cars at any such public or private sale; and the proceeds of such sale shall be applied as follows:

First. To the payment of the costs and expenses of the recovery, transportation, custody and disposition of said cars and all charges incident thereto.

Second. To pay any balance that may be due and owing upon said lease warrants, or any one of them, it being agreed that in case default is made in the payment of any one of said lease warrants, all of said lease warrants shall become due and payable, whether due and payable on their face or not.

Third. If the proceeds of such sale or sales shall be more than sufficient to pay said lease warrants with interest, and also said costs and expenses, then the surplus shall be paid to said lessee. But if there should be any deficit, then said lessee shall be liable to pay said deficit on demand.

The said lessee also agrees to keep the said cars insured for a proportionate per cent. of their value, free of expense to the lessor, for the benefit of the said lessor, to the extent of its interest in said cars; and said lessee agrees to assign the policies of insurance on said cars to the said lessor until all the conditions of

this contract are complied with. And it is agreed that in the event of the destruction in whole or in part of any of said cars under this contract, a fair pro rata part of the insurance collected on account of such loss or damage by fire shall be used and applied to pay for repairing or rebuilding said cars so damaged or destroyed, after such cars shall have been rebuilt or repaired.

The lessee further agrees to keep said cars in good order and repair, subject to the inspection and approval of the said lessor, and to pay all taxes becoming due thereon; and in the event of any of the said cars being destroyed, the lessee hereby agrees to replace the same without expense to the lessor, and any failure to so repair said cars, or to pay said taxes, or to replace cars destroyed, shall entitle said lessor to take immediate possession of all of said cars and all the same in the same manner as is herein before provided in case of default in payment of any of said lease warrants.

Iron plates shall be securely fastened to each side of the cars herein mentioned by said lessor, with the name of the lessor thereon, followed by either the word "owner" or "lessee" as shall be required to conform to the requirements of law and for the purpose of marking the ownership publicly known; and said plates shall be maintained thereon by the lessee until all of the conditions of this contract have been fulfilled.

In case such plates shall be removed or destroyed, the lessee agrees to immediately restore or replace the same, and to do such other and further acts and things as the lessor shall deem necessary and requisite for the full and complete protection of the rights of said lessor as owner of said cars.

The lessee agrees not to place upon, or suffer to be placed upon said cars, or any of them, any marks, signs or words which shall declare the title to or ownership of said cars to be in any person, firm or corporation other than the lessor herein.

It is mutually covenanted and agreed between the parties hereto, their successors and assigns, that although hereafter by written agreement, the provisions as to the rental to be paid under this agreement may be changed and this agreement in other respects modified, yet no such change or modification shall or can be made as shall in any respect, or to any extent diminish the total sum due hereunder from the lessee, as rental

or otherwise, and no such modification or change shall or can be made as shall in any respect, or to any extent change or affect the title to or ownership of the rolling stock herein referred to, until the total amount due from the lessee hereunder, as rental or otherwise, and also the total amount due as rental or otherwise under any agreement changing or modifying this agreement, shall have been fully paid, either by the lessee itself, or by its successors or assigns to the lessor its successors or assigns.

It is further mutually agreed between the parties hereto their successors and assigns, that in case hereafter this agreement or any of said lease warrants, shall be transferred or assigned by the lessor, and thereafter, for any reason, the lessee should be unable to pay, or should neglect to pay the whole or any part of any of the lease warrants hereinbefore referred to, and the lessor, its successors or assigns shall take up, acquire or pay any of said lease warrants or any part thereof, then and in that case the lease warrants so taken up, acquired or paid shall not be considered as having been paid by the said lessee, and the said lessor, its successors or assigns, who may have taken up, acquired or paid the said lease warrants, or any part thereof, shall, as holders of the said lease warrants, have each and all of the rights thereunder, and in and to the security of this agreement of lease pro rata with the total amount due thereunder, that the holders thereof, from whom the said warrants may have been taken up or acquired, or to whom payment may have been made by the said lessor, its successors or assigns would have had.

The lessee agrees to pay all taxes, licenses and charges of every kind and character that may be levied, assessed or become payable on said cars, and to reimburse the said lessor, its successors or assigns, for any expense that may be by it incurred, attending the execution, acknowledgment, filing or recording of this agreement, as required by law.

The said lessee covenants and agrees to perform the agreements and undertakings in its behalf contained herein and to pay promptly each and every lease warrant to be given by it hereunder.

After the lessee shall have faithfully performed all the stipulations, terms and conditions of this

agreement, and upon said lease warrants as they mature, in the manner and form as herein provided, without default, then the lessor shall, upon the payment to it, its successors or assigns, by the said lessee, of the sum of one dollar ($1.00) all, and by proper bill of sale convey said rolling stock and equipment to said lessee.

The said lessor, its successors or assigns, shall have full power and authority to pledge or assign the whole or any portion of the said lease warrants that may be acquired under this agreement, and said warrants when so pledged or assigned, shall still be bound by all the provisions of this agreement; and also to assign or pledge this agreement, and all the rights, powers and remedies hereunder, from time to time, and on such terms and conditions as they may deem proper.

In case the lessor, its successors or assigns, shall at any time assign the said railroad equipment and this agreement of lease, then it shall be and become a contract between the assignee and the lessee, and the assignee shall have and possess all the property, rights, powers and remedies which are now held under, possessed by, or belong to the lessor, and with the same effect as though this contract had been originally made by and between the assignee and the lessee.

The said lessee further agrees to and with the said lessor that in case of any default on its part to comply with any of the terms of this agreement, that then and in such case, all of the mileage earnings of the cars mentioned in this ~~agreement, that then and in such case, all of the mileage earnings of the cars mentioned in this contract~~ Contract, which at the date of such default may be due to said lessee, or which shall thereafter become due to said lessee for mileage earnings of said cars, shall be and become payable to the lessor herein or its successors or assigns, and shall be applied to the payment of instalments of rent then due and payable, or thereafter becoming due and payable under the terms of this contract; and said lessee further agrees that it will forthwith upon such default being made, notify the proper parties to pay over such earnings to the said lessor, its successors or assigns, but such notice shall not be necessary to be given in order to enable the lessor, its successors or assigns to en-

fact or matter and coming in case such default is made. It is further agreed between the parties hereto that the said shall have the right to anticipate the payment of any or all said warrants and shall be allowed interest at the rate of 6% per annum on all payments so anticipated.

This agreement shall be binding upon the parties hereto and their respective successors and assigns.

In Witness Whereof the Wisconsin Brass & Foundry Company and Lindsley Bros. Company, have caused these presents to be executed in triplicate by their respective duly authorized officers, and their corporate seals, duly attested, to be hereunto affixed.

Wisconsin Brass & Foundry Company
W. K. Bixby
Vice and Acting President

Attest
W. I. Hazard
Asst. Secretary

Lindsley Bros. Co.
By Patrick Lindsley
President

Attest.
Andrew S. Blank
Secretary

seal

State of Missouri } ss.
City of St. Louis }

On this 30th day of December, 1898 before me appeared W. K. Bixby, to me personally known, who being by me duly sworn, did say that he is Vice President and Acting President of Wisconsin Brass & Foundry Company, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed & sealed in behalf of said corporation by authority of its Board of Directors, and said W. K. Bixby acknowledged said instrument to be the free act and deed of said corporation.

In Witness whereof I have hereunto set my hand and official seal, the date aforesaid.

D. A. Bixby
Notary Public
City of St. Louis
My commission expires Aug. 11th, 1900.

seal

State of Wisconsin } ss.
Milwaukee County }

Personally came before me this 3rd day of January A. D. 1899, the within named Patrick Lindsley and Andrew S. Blank, as the President and Secretary respectively of the Lindsley Brothers Company, a corporation, to me well known to be such respective officers, and known to me to be the persons who executed the foregoing instrument and acknowledged that they executed the same for and on behalf of said and as the free act and deed of said Lindsley Brothers Company; they further stated to me that they had lawful authority to make such contract and that the seal affixed is the corporate seal of said Lindsley Brothers Company and that the same was thereto affixed by its authority.

Carl P. G. Kwak
Notary Public
Milwaukee County
Wisconsin

seal

State of Wisconsin } ss.
Department of State }

Received this 9th day of January A. D. 1899 and recorded in Vol. 11 of Trust Deeds and Mortgages on page 672.

Jos. P. Schmidt
Asst. Secretary of State.

State of Wisconsin
PUBLIC RECORDS BOARD

STATEMENT OF COMPLIANCE
FORM CPR 11

AGENCY: Secretary of State	DATE: 1984
DIVISION:	REEL NUMBER: 11
RECORD SERIES: Railroad Mortgages	DISPOSAL AUTHORIZATION NUMBER: 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 LaFollette

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
11	20:1	414.53

CAMERA (TYPE)	(MODEL)	(SERIAL NUMBER)
Recordak	MRC-4	342

TITLE OF RECORD SERIES: Railroad Mortgages

AGENCY: Sec. of State

I certify that I have on this day of 8-13-, 1984, 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. 11	Vol. 11

CAMERA OPERATOR: L.N.