dollars and in order to secure the payment therefor or the repayment thereof have resolved to execute certain bonds not exceeding Four hundred in number for the sum of One thousand dollars each to the persons lending such money or furnishing such rails or other materials payable to the holders thereof on the first day of August in the year One thousand eight hundred and sixty and bearing interest at the rate of seven per cent per annum payable semi-annually on the first day of each February and of each August ensuing the date thereof until the principal shall be paid, to be on an equality so far as regards security for the repayment thereof by these presents notwithstanding the same may be issued at different times each of said bonds being authenticated by a certificate signed by said party of the second part.

Now therefore This Indenture witnesseth that the said parties of the first part in order to secure the payment of the said Bonds and interest and in consideration of the premises and of the sum of one dollar to them at the sealing and delivering hereof in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged have granted, bargained, sold, transferred and conveyed and by these presents do grant, bargain, sell, transfer & convey to the said party of the second part, his successors in the trust hereby created and assigns, and all the following, present and in future to be acquired property of the said parties of the first part, that is to say: their road, made or to be made including right of way and land occupied thereby together with the superstructure & tracks thereon and all rails and other materials used therein or procured therefor inclusive of the Iron rails and other materials purchased or to be purchased or paid for with the above described bonds or the money obtained therefor or any other monies received by them, Bridges, Viaducts, culverts, depot grounds and Buildings thereon, Engines, Tenders, Cars, Tools, Machinery, Materials, contracts and all other personal property, right thereto or interest therein together with such portion of the tolls, rents or income to be had or levied therefrom as may be necessary for the payment of the Principal of said Bonds when due, or the interest accruing on said Bonds from time to time, and all franchises, rights and privileges of the said parties of the first part of, in, to or concerning the same: But nothing herein contained shall be construed to prevent the parties of the first part from selling, hypothecating or otherwise disposing of any city or county bonds or other securities received in payment of stock or otherwise or of any lands or other property of the Company not necessary to be retained for their roadway, depot grounds, stations nor required for the convenient use of their road: nor from collecting monies due the Company on stock subscriptions or otherwise, provided they shall diligently proceed to collect and faithfully apply all such means to the construction and equipment of their said road and provided also that no default shall have been made in the payment of the interest or principal of any of the above described bonds.

To Have & To Hold the said premises and every part thereof with the appurtenances unto the said party of the second part his successors in said trust and assigns upon the following trusts, that is to say: in case the said parties of the first part shall fail to pay the principal or any part thereof or any of the interest on any part of said bonds at any time when the same may become due & payable according to the tenor thereof when demanded then after sixty days from such default upon request of the holder of such bond the said party of the second part, his successors in said trust or assigns may enter into and take possession of all or any part of said premises and as the attorney in fact or agent of the said parties of the first part by himself or agents or substitutes duly constituted, have use & employ