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Seymour and Treasurer are hereby directed to execute and deliver to the said Robert Tyler or such other person as may be appointed Trustee, all contracts, papers, agreements, or other instruments in writing necessary for the purpose of carrying into full effect now or at any time hereafter the provisions of the said deed of trust or mortgage. Now therefore this Indenture made in pursuance of the above resolutions witnesseth, that the said parties of the first part, for and in consideration of the premises and of the sum of five dollars to them at the sealing and delivery hereof, in hand paid, by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, transferred and conveyed and by these presents do grant, bargain, sell transfer and convey to the said party of the second part, his Successors in the trust hereby created, and assigns, all the following present and future interest to be acquired property of said parties of the first part that is to say, their road and any branches or lateral works made or to be made, including the right of way and land occupied thereby, together with the Superstructure and tracks thereon and all rails and other materials, used therein or provided therefor, all bridges, viaducts, culverts, depot grounds and buildings thereon, and all engines, tenders, carriages and cars, tools, machinery, materials, money in hand and all other personal property right thereto, or interest therein together with the income to be had or derived therefrom and all the works and property and rights, privileges and franchises of the said parties of the first part. To have and to hold the said premises and every part thereof with the appurtenances unto the said party of the second part, his Successors in said trust and assigns, upon the following trusts: that is to say, so long as no default shall have been made in the payment of the interest or principal of any of the bonds authorized by the above resolutions or of the dividends on any guaranteed stock into which any bond or bonds may have been converted, the said parties of the first part shall be allowed to sell by mortgage or otherwise dispose of any lands or other property of the company not necessary to be retained for their roadway, depot grounds, and stations now required for the convenient use of their road and to collect any moneys due the company on stock subscriptions or otherwise, but in case the said parties of the first part shall fail to pay any part of the principal or interest in any of the said bonds which may be negotiated or shall fail to pay the semiannual dividend on any guaranteed stock into which any of the said bonds may have been converted at any time when demanded after the same shall have become due and payable according to the tenor thereof then after sixty days from such default upon request of the holders of any such bond or bonds or guaranteed stock; 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 the said premises and as the attorney in fact, or agent or substitutes duly constituted, have, use and employ the same, making from time to time all useful repairs, alterations and additions thereto and after deducting the expenses of such repairs, alterations and additions and apply the proceeds thereof, to the payment of the principal and interest of all said bonds outstanding and the original principal and