

allow to hold, use and enjoy their said property, and to take and receive the income earnings and profits thereof, to their own proper use and purposes, until default be made in the payment of the interest upon, or the principal of said bonds, as they shall severally fall due and be demandable according to the tenor thereof, then after thirty (30) days from the date of such demand and default, the said Trustee, shall upon the request in writing of the holder or holders of at least two fifths in amount of the said bonds then remaining unpaid or uncancelled, take possession of all or any part of the premises or property hereby granted, subject however, as herein before conditioned to the rights, privileges and claims of the holders of said bonds under the aforesaid deeds, dated, the 16th day of June 1867, and the 23rd day of April 1868, and by themselves their agents or substitutes duly appointed, have, use and employ the same according to the rules, regulations and lawful directions of the President and Directors of said Company and receive and collect the tolls, rents, income and profits of the said Rail Road and its appurtenances, and after defraying thereout the necessary expenses of keeping said Road, Engines, Cars and other fixtures in good order, the other proper and legitimate expenses of said Company, and any demands which may exist or arise under the aforesaid deeds, dated 16th June 1867 and 23rd April 1868, and the costs of executing this Trust, apply the balance to the payment of interest upon said Second Mortgage Bonds, and of the principal of said bonds shall have become due and payable, then unto the payment of the same. Provided that the said Trustee shall not be authorized, by virtue of this deed, to make sale of the property herein conveyed, or under a deed of Trust commonly so called, and that the said holders of ^{said} bonds and coupons as aforesaid, for the time being, shall be as fully and effectually embraced and provided for hereby, and possess, and enjoy all such rights and privileges relatively to the same manner and to the same extent as if they were now specially mentioned and enumerated herein, and provided - that if the said Norfolk and Petersburg Rail Road Company shall well and truly satisfy and discharge all of the bonds and coupons aforesaid, as they severally become due & payable then this deed shall be null and void. In testimony whereof, and by authority of the Board of Directors of the said Rail Road Company, the President thereof has hereunto subscribed the name and affixed the Corporate Seal of said Company, as witness his signature and witness also the signatures and seal of the party of the second part, hereunto subscribed, all on the day and year above written.

Norfolk and Petersburg Rail R. Co.

by

Wm. Mahone,

President, 
Geo. S. Tucker, Trustee, 

State of Virginia. City of Petersburg be wit, I, Charles S. Stringfellow, a Notary Public, in and for the said City, in the State aforesaid, do hereby certify that Wm. Mahone, President of the Norfolk & Petersburg Rail Road Co. whose name is signed to the foregoing writing, bearing date on the 11th day of September, 1868, had this day acknowledged the same before me in my City aforesaid - Given under my hand this 11th day of September, 1868.

Chas. S. Stringfellow,
Notary Public -

I shall prepare & enjoy satisfaction as herein provided in respect to said property
 all the rights & advantages of Mortgage Company - by so called, & that the
 said holders of any of the bonds & Company