E. T. V. & G. Ry Co. to Central Trust Co. of New York.

This Indenture made this first day of June 1887 by and between the East Tennessee Virginia and Georgia Railway Company a corporation of the State of Tennessee party of the first part and the Central Trust Company of New York a corporation of the State of New York party of the second part, witnesseth:

Whereas, The directors of the said party of the first part in accordance with the lawful authority vested in them at a meeting held on the ninth day of May 1887 duly resolved that it was necessary to acquire by purchase or construction a line of railroad from a point on the Selma Rome and Dalton Division of the East Tennessee Virginia and Georgia Railway near Emerfield through the Cahaba Coal field to a connection with the Georgia Pacific Railway at or near the City of Birmingham in the State of Alabama; also that it was necessary to acquire by purchase or construction a line of railroad from Emory Gap in the State of Tennessee via the Sequatchee Valley to South Pittsburg and Chattanooga in said State; also that it was ne-

essary and expedient for the party of the first part to acquire by purchase and complete the line of railroad extending from a point on the Cincinnati, New Orleans and Texas Pacific Railroad at or near Emory Gap known as the Walden's Ridge Railroad via Poplar Springs in Tennessee to a connection with the Knoxville and Ohio Railroad at or near Clinton in the same State with its branches a portion of which said railroad is now built and completed and the remainder is under construction; which said railroad since the adoption of such resolution and in pursuance thereof has been purchased - And whereas the Board of Directors aforesaid at said meeting resolved that it would be necessary in the future to build or purchase, from time to time extensions of its main line and branches.

And whereas At said meeting it was duly resolved that for the purposes aforesaid and in order to provide the means for carrying the same into effect the party of the first part borrow the sum of fifteen millions of Dollars To be evidenced by its mortgaged bonds for that amount each for the sum of one thousand Dollars bearing interest at a rate not exceeding five per cent per annum having fifty years To run and payable in gold coin of the United States of America of the present standard of weight and fineness and dated June 1, 1887, the coupons thereon to be payable on the first days of December and June of each year said bonds To be known as the East Tennessee Virginia and Georgia Railway Company five per cent First Mortgage Extension Fifty Year Gold Bonds To be issued as the same may be required from time to time for the purposes aforesaid and in order to ensure uniformity in security and character the same to be of a single issue and To be secured by a first mortgage on the line or lines of railroad or branches which may in pursuance of the resolutions aforesaid be purchased acquired constructed and operated or which said party of the first part may hereafter construct purchase and operate; the same

of said bonds however not to exceed the sum of twenty thousand dollars per mile for each completed mile of railroad built purchased and operated as in said resolutions provided which bond shall be substantially in the language following to wit:

United States of America-

The East Tennessee Virginia and Georgia Railway Company.

no. $1,000.

Five per cent. Fifty year First Mortgage extension Gold Bond.

Know all men by these presents that the East Tennessee Virginia and Georgia Railway Company is indebted to the Central Trust Company of New York or bearer in the sum of one Thousand Dollars which sum for value received the said East Tennessee Virginia and Georgia Railway Company hereby promises to pay in gold coin of the United States of America of the present standard and of weight and fineness to said Central Trust Company of New York or bearer hereof on the first day of June A. D. nineteen hundred and thirty seven at the office of the said Central Trust Company in the City of New York with interest thereon from the first day of June A. D. 1887 at the rate of five per cent per annum payable semi-annually free from all Government or State Tax at the agency of said railway Company in the City of New York in like gold coin on the first days of December and June of each year, until the payment of such principal sum on presentation and surrender of the annexed interest coupons as they severally become due. This bond is one of the series of this date named and to be named of like tenor to an aggregate amount not exceeding fifteen millions of Dollars and not exceeding an average of Twenty Thousand Dollars per mile of branch railroad hereafter constructed purchased or acquired all of which bonds are and shall be equally secured by an indenture of trust dated the first day of June A. D. 1887 duly executed by the said East Tennessee Virginia and

Georgia Railway Company To The Central Trust Company of Newyork as Trustee conveying To the said Central Trust Company of New York as trustee all the lines and branches of railroad which are or may hereafter be purchased together with all other lines of branch railroad hereafter constructed purchased or acquired by the said East Tennessee Virginia and Georgia Railway Company wherever the same may be situated together with all and singular the equipments appurtenances franchises and property described in said mortgage and subject to the terms and conditions of which mortgage this bond is issued and held

This bonds is, upon surrender and cancellation of it and the unmatured coupons exchangeable for a registered bond - This bond is not to become obligatory upon the said railway Company nor to be entitled to the benefit of said mortgage security until the certificate endorsed hereon is signed by the Central Trust Company of New York Trustee

In Witness whereof the said East Tennessee Virginia and Georgia Railway Company has caused this bond To be signed by its President duly authorized and its corporate seal To be hereunto affixed attested by its Secretary and the coupons annexed by the name of its Secretary all on this first day of June 1887

L. S.

attest: ---------- Secretary- ---------- President.

Coupon.

The East Tennessee Virginia and Georgia Railway Company will pay To the bearer twenty five Dollars in United States gold coin at its agency in the City of Newyork on the first day of December 1887 for value received being semi annual interest on the East Tennessee Virginia and Georgia Railway Company five Per cent fifty year first mortgage Extension Gold Bond no.----

$ 25-00

Secretary-

Trustees Certificate

This Certifies that this bond is one of the series mentioned in the trust deed or mortgage referred To within - Central Trust Company of New York

by ---------- Secretary

And whereas such bonds are not entitled to share in the lien or security of this mortgage unless they shall have endorsed thereon such certificate of the said Central Trust Company or its successor or successors in this trust; And whereas The said coupons are to be issued with the engraved signature of the Secretary of the said party of the first part it being however agreed by it that when thus issued the engraved signature shall be as binding as if the signature of the Secretary was affixed to such coupons by himself in his own handwriting; And whereas And in accordance with the said resolution of the said Board of Directors of the said party of the first part adopted as hereinbefore recited it has been determined to secure the payment of the principal and interest of such bonds by this mortgage in the manner and to the effect hereinafter expressed. Now this Indenture Witnesseth That the said party of the first part in consideration of the payment of the sum of one Dollar to it paid by the party of the second part upon the ensealing and delivery of these presents the receipt whereof is hereby acknowledged and for the purpose of securing equally the payment of the principal and interest of bonds aforesaid and without preference as to either has granted bargained sold assigned released and conveyed and by these presents doth grant bargain sell assign release and convey unto the said party of the second part its lawful successor and assigns forever all and singular the lines of railroad which it may purchase from other corporations or build and operate as branches or which it has already purchased and operated as branches (save such as are included in and by the provisions thereof are subject to the lien of the consolidated mortgages of 1886 of the said party of the second part) or which it may acquire by purchase and operate as separate lines of railroad and all future extensions and branches thereof (in respect of which bonds shall hereafter be issued) constructed or to be constructed or acquired by authority of law by purchase consolidation or permanent

lease or otherwise including thereinall and singular the line of railroad together with the branches thereof known as the Walden's Ridge Railroad extending from a point in the State of Tennessee on the line of the Cincinnati New Orleans and Texas Pacific Railroad sometimes called the Cincinnati Southern Railway at or near Emory Gap via Poplar Springs in said State to a connection with the Knoxville and Ohio Railroad at or near the Town of Clinton in the State aforesaid; and also including the road bed, superstructure, right of way and all lands real estate rails, tracks, side tracks, bridges viaducts buildings depots station houses car houses engine houses shops warehouses turn tables water stations fences structures erections fixtures and appurtenances and all other things of whatever kind thereunto belonging or in any wise appertaining or which shall have been or shall be acquired or provided for use on or in connection with the railroad hereinbefore described or in connection with the branches of railroad which may be purchased built acquired or leased in manner and form as hereinbefore recited and all lands acquired or designed for depots warehouses piers wharves and other structures at the terminii aforsaid branches so purchased constructed or acquired as well as along the lines of the same and all locomotives engines cars and other rolling stock equipment machinery instruments tools implements materials furniture and other chattels now or hereafter belonging or appertaining thereto and all property both real and personal of every kind and description which shall hereafter be acquired for use thereon; and all the corporate rights privileges and franchises which the said party of the first part hath and can exercise or shall hereafter acquire or possess in respect thereof or be necessary for the construction maintenance or operation or anything belonging or appertaining or which may hereafter belong or appertain to the same or any part thereof or any of them; and also including all rents issues profits

tolls and other incomes arising therefrom and all rights privileges and franchises whatsoever which they or either of them may possess or be entitled to and all extensions or branches thereof or either of them as hereinbefore referred to and mentioned together with all and singular the tenements hereditaments appurtenances and premises aforesaid or any of them or any part thereof and the reversion and reversions remainder and remainders rents issues and profits thereof or of either of them and all the estate right title interest and property possession claim and demand whatsoever at law or in equity of the said party of the first part in and to the same and every part and parcel thereof. To have and to hold the above described premises property rights franchises and appurtenances unto the said party of the second part their successors and assigns forever in trust nevertheless for the equal pro rata use benefit or security of all persons or corporations who shall become or be the owners or lawful holders of any of the said bonds issued or which may be issued hereunder without any preference or priority of one bond over another or as between bonds and coupons by reason of priority in time of issue or negotiations thereof or otherwise for the uses and purposes herein declared and upon the trusts herein set forth, To-wit:-

First:- It is covenanted ~~and~~ with agreed by and between the parties hereto that until default shall be made by the said party of the first part its successors or assigns in the payment of the principal or interest of the said bonds or some of them or of the performance of some other of the covenants stipulations and provisions of the said party of the first part in this Indenture contained said party of the first part 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 herein before described and to receive take and use the tolls income comes earnings and profits thereof and

while said party of the first part shall be
remain in possession and there shall be no
existing default in the payment of said
interest or principal or in the performance
of the stipulations conditions and provisions
on the part of the said party of the first
part in this indenture contained the said
parties of the second part or their successors
in the said trust shall have full power and
authority upon the application in writing
of the Board of Directors of the party of the
first part to release from the lien and opera-
tion of this instrument and from the
covenants and stipulations herein contained
any of the mortgaged property provided however
that under this authority no portion of the
main track or tracks of the said branches
purchased or constructed railroads or either
of them nor any of the principal depots
terminal facilities or other property essential
to the due operation of the same or either
of them shall be so released unless replaced
by property of equal value - And the said
trustees shall have full power to allow the
said party of the first part its successors
and assigns from time to time to sell &
dispose of such portion of the equipment
machinery and implements which shall
have been acquired for the use of said
branches or purchased or constructed rail-
roads as shall have become worn out or
unfit for such use -

Second - The said party of the first part doth hereby
covenant & promise and agree to and with the
said parties of the second part and their
successors in the trust hereby created that the
said party of the first part while remain-
ing in possession of the said property shall
and will from time to time pay and dis-
charge all taxes assessments and govern-
mental charges lawfully imposed upon the
said lines of purchased or constructed rail-
way and said branches and other hereby
mortgaged premises or any part thereof the
lien upon which might or could be held
to be prior to the lien of these presents so
that the priority of this mortgage shall

be duly preserved and that the said party of the first part shall not and will not do or suffer any matter or thing whatsoever to be done whereby the lien of this indenture of mortgage might or could be impaired until the said bonds hereby secured with all interest accrued thereon shall be fully paid and satisfied. It is hereby covenanted granted and agreed that these presents are upon the express condition that if the said party of the first part shall well and truly pay and satisfy the said bonds hereby intended to be secured as aforesaid and the interest from time to time accruing thereon according to the tenor and effect of said bonds and the coupons accompanying the same then this indenture and all and singular the estate rights and interests hereby granted to or vested in the said party of the second part shall cease determine and become of no effect. all bonds secured hereby shall be used for the purpose of providing means for the purchase or construction of lines or lines of railroad branches and extensions or lines which the company is authorized to acquire or purchase and operate as part of its own line or which said party of the first part may deem necessary to acquire construct or purchase to operate in connection with and for the purpose of advancing the business of its main line by lease purchase construction or otherwise and for the expenses necessary and incident thereto and for any other lawful purpose and shall be certified and delivered from time to time by the said Central Trust Company of new york as follows to wit: numbers one (1) to one thousand (1000) inclusive immediately upon the order of the president of the party of the first part and without further certificate or authority being the one million Dollars ($1,000,000) of such bonds applicable to the purchase extension and improvement of the said Walden's Ridge Railroad and branches which are considered for the purposes of this agreement as being fifty (50) miles; and all the remainder of the said issue shall be certified from time to time

by the said Central Trust Company of New York at a rate not exceeding Twenty Thousand dollars per mile for each mile of completed road wherever and as often as ten or more miles of said branches or lines and the fact of such completion duly certified to by the President of the Company; or at the same rate per mile for each mile of completed railroad which may be purchased for the purposes herein before recited by said party of the first part and the certificate of the President of said party of the first part shall be conclusive as to the number of miles of completed railroad so purchased. It is expressly agreed that the guidance and protection of the Trustee in the certification of bonds hereunder, that bonds shall be required to be certified to by the said Central Trust Company of Newyork alone as Trustee and are ~~upon~~ To be delivered to the party of the first part by it upon the written application of the party of the first part expressed by a resolution of its Board of Directors adopted at a regular or special meeting wherein it shall be stated what amount of bonds are required at the time and the purposes for which the same are required and which shall be accompanied by a certificate of the President as above provided which resolution and certificate or certificates shall be full protection to the said Central Trust Company of Newyork to certify and deliver the bonds pursuant to such resolution and to make and sign the certificate endorsed upon said bonds.

Bonds issued under the provisions of this mortgage by the said party of the first part shall not be obligatory upon said party of the first part until the said Central Trust Company of Newyork shall endorse thereon and duly sign a certificate that the bond so endorsed is one of the bonds secured by this instrument.

It is expressly agreed anything in this indenture to the contrary notwithstanding that if it shall be found advantageous or expedient for the East Tennessee Virginia and

Georgia Railway Company to acquire by pur-
chase consolidation or permanent lease control
of the capital stock or lines of any other com-
pany or person a railroad or part of a rail-
road already constructed or partially constructed
that the said party of the first part may do
so: and in case that ~~case~~ it is further agreed
that bonds under this Indenture may be is-
sued in respect of such railroad or railroads so
acquired upon the following conditions Towit:
That the road or roads so acquired shall be
conveyed or transferred so as to become a
part of the line of railroad of the said party
of the first part and further become subject
to the liens and lien created by this indenture
and thereupon if the title or interest in any
railroad or roads thus acquired shall be free
from incumbrances, bonds may be issued
in respect thereof to the extent of twenty thou-
sand Dollars per mile if the road or roads
so acquired shall be subject to incumbrances
however the principal amount of such
existing incumbrances must be deducted from
the twenty thousand Dollars per mile limited
herein to be issued thereon and bonds here-
under shall be issued only in respect of the
residue. Upon the presentation of a certifi-
cate of the company expressed by a resolu-
tion of the Board of Directors of the party
of the first part that these conditions
have been complied with, the said Central
Trust Company of New York shall certify
the bonds in accordance with such resolu-
tion. It is further expressly agreed, anything
in any part of this indenture to the con-
trary notwithstanding that if in the ac-
quisition of any roads or the building of
lines branches or extensions in any of the
manners herein before set forth or mentioned
it shall be determined by said East Ten-
nessee Virginia and Georgia Railway Com-
pany to acquire or construct the same with-
out the issue of bonds hereunder in respect
of such newly acquired roads or branches
and extensions then the lien of this inden-
ture shall not extend to any roads thus
acquired nor to any branches or extensions
thus built—

It is understood and agreed that the interest upon the series of bonds hereinbefore mentioned & described shall only begin from the date of their actual issue; and if before the issue thereof any coupon or coupons shall have matured said coupon or coupons shall be detached therefrom and cancelled.
If default shall be made in the payment of the principal or interest moneys mentioned in the said bonds or coupons or any or either of them or any part thereof according to the tenor and effect of said bonds or coupons or either of them and if such default shall continue for a period of six months the Trustee may and upon being requested by the holders of one fourth part of the said bonds then outstanding in respect of which or of the coupons upon which such default may have been made and upon being properly indemnified against costs and expenses which may be incurred by acting in pursuance of such request shall proceed by suit or suits in equity or at law as the said Trustee may be advised by counsel to enforce payment of said bonds and to foreclose this mortgage and to sell the railways lands premises appurtenances and property of whatsoever kind and description and wheresoever situated hereby conveyed under the judgment or decree of a court or courts of competent jurisdiction for the equal benefit and without preference of the bonds and coupons secured hereby - no bondholder or bondholders shall take any proceedings to enforce the provisions hereof unless the or they shall have requested the Trustee so acting to take proceedings to foreclose this mortgage and offered proper indemnity as herein before provided and such Trustee shall thereupon refused in exercising to take such proceeding or proceedings - In case the Trustee shall proceed by suit or suits in equity or at law the said Trustee its successor or successors shall be entitled to have the premises, estates, franchises rights privileges or property hereby granted and conveyed or intended so to be, and by

by judicial sale under the order of the Court or Courts of competent jurisdiction for ~~the~~ or Towards the satisfaction of the principal and interest due or owing thereupon the then outstanding bonds without preference between principal and interest respectively or entitled to the benefit of the security of this mortgage and for the enforcement of the rights liens and securities of the trustee and the bondholders and shall be entitled pending any such suit or proceedings To a receivership of such premises tolls franchises rights privileges and property and of the fares freights tolls earnings issues profits and income thereof.

And it is hereby further provided declared and agreed that in case of such sale being made of the said premises properties rights and franchises hereby mortgaged or any part thereof in enforcement of the mortgage lien hereby created the purchaser or 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 the bonds held by such purchaser or purchasers To or towards the payment whereof the net proceeds of such sale shall be legally applicable reckoning such bonds or the amount of the same so turned in or used for such purpose at such sum as shall be payable out of the net proceeds of such sale to said purchaser or purchasers as holder or holders of such bonds for his or their just share or proportion of such net proceeds of sale upon due apportionment of and concerning such net proceeds due receipts and acknowledgements being thereupon given by the holders of such bonds for the amount thus realized thereon by reason of turning in or using the same as aforesaid and the said bonds being (if the net proceeds of such sale shall be sufficient to extinguish them) delivered up to the person or persons making the sale and entitled to receive payment of the purchase money or (if such proceeds shall only suffice to make a partial payment of such

bonds) the endorsement being made upon said bonds of the amount so realized on account thereof- In case default shoned be made in the payment of any of the coupons hereby secured To be paid and such default continue for the space of six months after payment shall have been demanded then and in such case the principal sum so secured To be paid, shall at the option of the said party of the second part its successors or assigns become immediately due and payable anything in the said bonds or herein To the contrary notwithstanding; and if requested so To do by a majority in interest of the holders of the bonds hereby secured by an instrument in writing signed by them it shall be the duty of and it is hereby made obligatory upon the said party of the second part or its successor to elect and declare the said principal sum due as aforesaid; but nevertheless a majority in interest of said bondholders may in case of such default by an instrument in writing signed by them, instruct the said party of the second part or its successor To declare the said principal sum due or waive their rights upon such terms and conditions as such majority shall deem proper, or may annul or reverse the election made by the said party of the second part or its successor anything herein contained To the contrary notwithstanding; but the action of the said party of the second part or its successors or the bondholders in case of any default shall not affect any subsequent default or the part of the party of the first part or impair any right resulting therefrom-

Third- The said party of the first part for itself its successors and assigns doth hereby covenant grant and agree to and with the said party of the second part and its successor or successors in this trust and to and with the respective persons and corporations who shall at any time become holders of the said bonds hereby secured or any of them that the said party of the first part its successors and assigns shall and will at any time and from time to time hereafter upon request make do execute and deliver

all such further and other acts deeds and things as shall be reasonably advised devised or required To effectuate the intention of these presents and To assume and confirm To the said party of the second part or its successors or successors all and singular the property and estate real and personal and rights privileges and franchises hereinbefore described and intended to be granted and so as To render the same and especially such portions thereof as shall be hereafter acquired by the said party of the first part available for the security and satisfaction of the said bonds according to the intent and purposes herein expressed; and that it will cause this mortgage to be recorded by the proper authority in the several Counties within which the whole or any portion of the lines of railroads or branches which are or may be subject to the lien hereafter may be situated-

Furnish.- It is hereby further provided, declared and agreed that the Trustee under this indenture its successor or successors may at any time be removed from the trust by instrument or concurrent instruments in writing executed under the hands and seal of the holders of a two thirds part in amount of the then outstanding bonds issued hereby or their attorneys in fact thereunto duly authorized; and that any vacancy in the office of Trustee whether so created or arising from resignation insolvency, incapacity or any other cause may be filled by the appointment of one or more competent persons or a corporation as new Trustee or as a new Trustee by an instrument or concurrent instruments in writing executed under the hand and seal of a majority in interest of the holders of the then outstanding bonds issued thereby or their attorneys in fact thereunto authorized; and that an appointment so made shall supersede and take precedure of any appointment made in any other way whatsoever-

In case, after notice of such vacancy and of the present right of the bondholders To fill the same shall have been published in two newspapers of general circulation in the City of New York and one in the City of Knoxville Tennessee

for sixty days the bondholders shall fail to fill such vacancy by an appointment made as hereinbefore prescribed then the Board of Directors of the party of the first part shall make an appointment for such vacancy selecting therefor an established Trust company doing business in the City of New York.
And it is hereby covenanted and agreed that any new Trustee or Trustees appointed as aforesaid shall upon their his or its appointment and without any further act, deed or conveyance become and be vested with all of the estates Trusts rights powers and duties of the Trustee in whose place they he or it shall have been appointed; but nevertheless the respective parties hereto and their respective successors and assigns shall and will upon request make execute and deliver all such releases conveyances and assurances as shall be appropriate to vest in and confirm and assure to such new Trustees or new Trustee such estates Trusts rights powers and duties according to the intent above expressed.

Fifth.- It is further understood and agreed by and between the parties to these presents that the Trustee under this indenture is entitled to reasonable compensation for all services rendered thereunder.
And the said party of the second part does hereby accept the Trust conferred upon it by these presents but with the understanding and it is hereby expressly provided and agreed that it shall not be liable or accountable for the acts defaults or neglect of any agent or agents who may be appointed under and by virtue of or for the purposes of these presents to do any of the matters or things herein provided for and that no other liability or responsibility shall under any circumstances be borne by or attach to them or either of them than for the exercise of reasonable diligence only in the performance of the said Trusts when action on its part for that purpose shall become necessary.

Sixth.- The owner or holder of any coupon bond of the issue hereby secured shall be entitled at any time to surrender such bond

with all the coupons for interest falling due after the date of such surrender, thereupon cancelled such bond and coupons being fully cancelled; and upon such surrender of said bond and coupons fully cancelled to receive in lieu thereof and in exchange therefor a registered bond of said issue substantially in the form hereinbefore set forth for coupon bonds with a certificate of registry endorsed thereon to be by said Trustee signed. Such bonds shall not become obligatory until such certificate shall have been so executed. The registered bond so issued and certified shall be entitled to the full benefit of the security of this mortgage in the manner and to the extent that said coupon bond and coupons so surrendered would have been entitled had it not been exchanged for such registered bond such registered bond may be transferred by assignment thereof duly registered at the agency of the party of the first part in the City of New York. And the said party of the first part doth hereby covenant and agree to and with the said party of the second part and its successor or successors in this trust and to and with all persons and corporations who or which shall become or be lawful owners or holders of any of the bonds issued or assumed hereunder that so long as any of the said bonds shall remain outstanding the said party of the first part shall and will maintain and keep up an agency in the City of New York at which agency such registered bonds shall be issued in exchange for coupon bonds in the manner aforesaid and assignments of such registered bonds may be made as above provided. In witness whereof the parties of the first and second parts hereto have caused these presents to be signed by their respective Presidents duly authorized and their respective corporate seals to be hereunto affixed and attested by their respective Secretaries this first day of June Eighteen Hundred and eighty seven.

Attest:

L. M. Schwan
Secretary

East Tennessee Virginia & Georgia
Railway Company
By Samuel Thomas
President

Seal

(Seal) Central Trust Company of Newyork
By F. P. Olcott President
Attest. C K P Babcock Secretary
Witness: J & E Malin
William H. Clarkson.

State of Newyork }
City & County of Newyork } S.S.

Personally appeared before me William H. Clarkson a Commissioner of Deeds of the State of Tennessee in and for the State of Newyork residing in the said City of Newyork, Samuel Thomas the President of the East Tennessee Virginia and Georgia Railroad Company and L.M. Schwan the Secretary of the same Company the foregoing named ~~Bargainor~~ with whom I am personally acquainted who acknowledged that they executed the foregoing instrument for the purposes therein contained and as their act and deed as the President & Secretary respectively of the said Company & the act and deed of the said Company and the said Samuel Thomas and L.M. Schwan being by me first duly sworn they did depose and say that he the said Samuel Thomas was the President of the said East Tennessee Virginia and Georgia Railway Company; that he the said L.M. Schwan was the Secretary of the same Company; that the seal affixed to the foregoing instrument purporting to be the corporate seal of the said Company was such corporate seal; that ~~he~~ it was affixed thereto by order of the Board of Directors of the said company and that they signed their names thereto by the like order as the President and Secretary of the said company respectively - In witness whereof I have hereunto set my hand & affixed my official seal this twelfth day of August One Thousand eight hundred and eighty seven.

(Seal) William H. Clarkson
Commissioner for the State of
Tennessee in Newyork.

State of Newyork
City and County of Newyork } S S.:

Be it remembered that on this the twelfth day of August one thousand eight hundred and eighty seven before me William H. Clarkson a Commissioner ~~for~~ of the State of Georgia in Newyork residing in the City of newyork personally appeared Samuel Thomas President of the East Tennessee Virginia and Georgia Railway Company and L. M. Schwan Secretary of the same company who are, to me personally known To be the individuals named in and who executed the foregoing instrument who acknowledged that they executed the same for the uses and purposes therein named and mentioned and as their act and deed as the President and Secretary respectively of the said company and the act and deed of the said company - And the said Samuel Thomas and L. M. Schwan being by me first duly sworn they did depose and say that he the said Samuel Thomas was the President of the said East Tennessee Virginia and Georgia Railway Company; that he the said L. M. Schwan was the Secretary of the same Company; that the seal affixed to the foregoing instrument purporting to be the the corporate seal of the said Company was such corporate seal; that it was affixed thereto by order of the Board of Directors of the said company and that they signed their names thereto by the like order as the President and Secretary of the said Company respectively - In witness whereof I have hereunto set my hand and affixed my official seal this the twelfth day of August one thousand eight hundred and eighty seven -

(L.S.)

William H. Clarkson
Commissioner for the State of Georgia in Newyork.

State of Newyork
City and County of Newyork } S.S.

I, William H. Clarkson a Commissioner of the State of Alabama in Newyork residing in said City of Newyork do hereby certify that Samuel Thomas the President of the East Tennessee Virginia and Georgia Railway Company and L. M. Schwan the Secretary of the said Company whose names are signed to the

foregoing instrument and who are known to me acknowledged before me on this day that being informed of the contents of the said instrument they executed the same voluntarily on the day the same bears date, as their act and deed as the President and Secretary respectively of said Company and the act and deed of the said Company. And the said Samuel Thomas and L.M. Schwan being by me first duly sworn they did depose and say that he the said Samuel Thomas was the President of the said East Tennessee Virginia and Georgia Railway Company; that he the said L.M. Schwan was the Secretary of the same company; that the seal affixed to the foregoing instrument purporting to be the corporate seal of the said company was such corporate seal; that it was affixed thereto by order of the Board of Directors of the said Company and that they signed their names thereto by the like order as the President and Secretary of the said Company respectively. In witness whereof I have hereunto set my hand and affixed my official seal this the twelfth day of August one thousand eight hundred and eighty seven.

(Seal)

William H. Clarkson
Commissioner for the State of Alabama
in Newyork

State of Newyork
City and County of Newyork } ss.:

I, William H. Clarkson a Commissioner of the State of Mississippi residing in said City of Newyork do hereby certify that Samuel Thomas the President of the East Tennessee Virginia and Georgia Railway Company and L.M. Schwan the Secretary of the same Company whose names are signed to the foregoing instrument and who are known to me acknowledged before me on this day that being informed of the contents of said instrument they executed the same voluntarily on the day the same bears date as their act and deed as the President and Secretary respectively of the said Company and the act and deed of the said Company. And the said Samuel Thomas and L.M. Schwan being

by me first duly sworn they did depose and say that he the said Samuel Thomas was the President of the said East Tennessee Virginia and Georgia Railway Company; that he the said L. M. Schwan was the Secretary of the same company; that the seal affixed to the foregoing instrument purporting to be the corporate seal of the said Company was such corporate seal; that it was affixed thereto by order of the Board of Directors of the said company and that they signed their names thereto by the like order as the President and Secretary of the said company respectively-

In witness whereof I have hereunto set my hand and affixed ~~by~~ my official seal this the Twelfth day of August one thousand eight hundred and eighty seven.

Seal

William N. Clarkson
Commissioner for the State of
Mississippi in Newyork.

State of Newyork }
City and County of Newyork } ss.:

Personally appeared before me William N. Clarkson a Commissioner of Deeds for the State of Tennessee in and for the State of Newyork residing in said City of Newyork. F. P. Olcott the President of the Central Trust Company of Newyork and C. H. P. Babcock the Secretary of the same Company the foregoing named bargainee, known with whom I am personally acquainted who acknowledged that they executed the foregoing instrument for the purposes therein contained and as their act and deed as the President and Secretary respectively of the said Company and the act and deed of the said Company- And the said F. P. Olcott and C. H. P. Babcock being by me first duly sworn they did depose and say that he the said F. P. Olcott was the President of the said Central Trust Company of Newyork; that he the said C. H. P. Babcock was the Secretary of the same company; that the seal affixed to the foregoing instrument purporting to be the corporate seal of the said company was such corporate seal; that it was affixed thereto by order of the Board of Trustees of the said com-

fany and that they signed their names there-
to by the like order as the President and Secre-
tary respectively of the said company.
In witness whereof I have hereunto set my hand
and affixed my official seal this Twelfth
day of August one Thousand eight hundred
and eighty seven.

(Seal) William H Clarkson
Comm'r

Commissioner for the State of ~~Alabama~~
Tennessee in Newyork.

State of Newyork }
City and County of Newyork } ss.:

Be it remembered that on this the twelfth day of
August one thousand eight hundred and eighty
seven, before me William H. Clarkson a Commis-
sioner of the State of Georgia in Newyork residing
in the City of Newyork, personally appeared F. P.
Olcott the President of the Central Trust Com-
fany of New York and C. H. P. Babcock the Sec-
retary of the same company to me personally
known to be the individuals named in and who
executed the foregoing instrument who acknowledged
that they executed the same for the uses and pur-
poses therein named and mentioned and as
their act and deed as the President and Sec-
retary respectively of the said company and the
act and deed of the said company.
And the said F. P. Olcott and C. H. P. Babcock
being by me first duly sworn they did depose and
say that he the said F. P. Olcott was the Pres-
ident of the said Central Trust Company of
Newyork; that he the said C. H. P. Babcock
was the ~~Treasurer~~ Secretary of the same Com-
fany; that the seal affixed to the foregoing
instrument purporting to be the corporate
seal of the said company was such corpo-
rate seal; that it was affixed thereto by order
of the Board of Trustees of the said Company
and that they signed their names thereto by
the like order as the President and Secretary
respectively of the said company.
In witness whereof I have hereunto set my
hand and affixed my official seal this the
twelfth day of August one thousand eight
hundred and eighty seven.

(Seal) William H. Clarkson
Commissioner for the
State of Georgia in Newyork

State of Newyork
City and County of Newyork } SS.:

I, William H. Clarkson a Commissioner of the State of Alabama in Newyork, residing in said City of New York do hereby certify that F. P. Alcaé the President of the Central Trust Company of Newyork and C. H. P. Babcock Secretary of the same company whose names are signed to the foregoing instrument and who are known to me acknowledged before me on this day that being informed of the contents of said instrument they executed the same voluntarily on the day the same bears date as their act and deed as President and Secretary respectively of the said company and the act and of the said company.

And the said F. P. Alcaé and C. H. P. Babcock being by me first duly sworn they did depose and say that he the said F. P. Alcaé was the President of the said Central Trust Company of Newyork; that he the said C. H. P. ~~Alcaé~~ Babcock was the Secretary of the same Company; that the seal affixed to the foregoing instrument purporting to be the corporate seal of the said Company was such corporate seal; that it was affixed thereto by order of the Board of Mates of the said company and that they signed their names thereto by the like order as the President and Secretary of the said company respectively.

In witness whereof I have hereunto set my hand and affixed my official seal this the twelfth day of August one thousand eight hundred & eighty seven.

Seal

William H. Clarkson
Commissioner for the State of Alabama in Newyork

State of Newyork
City and County of Newyork } SS.:

I, William H. Clarkson a Commissioner of the State of Mississippi in Newyork, residing in said City of Newyork do hereby certify that F. P. Alcaé the President of the Central Trust Company of New York and C. H. P. Babcock Secretary of the same, whose names are signed to the foregoing instrument and who are known to me acknowledged before me on this day that being informed of the contents of said instrument they executed the same voluntarily on the day the same bears date as their act and deed as the Pres-

ident and Secretary respectively of the said Company And the said J. P. Alcott and C. H. P. Babcock being by me first duly sworn they did depose and say that he the said J. P. Alcott was the President of the said Central Meat Company of Newyork that the said C. H. P. Babcock was the Secretary of the same company; that the seal affixed to the foregoing instrument purporting to be the corporate seal of the said company was such corporate seal; that it was affixed thereto by order of the Board of Trustees of the said company and that they signed their names thereto by the like order as the President and Secretary of the said Company respectively. In witness whereof I have hereunto set my hand and affixed my official seal this the 12th day of August one thousand eight hundred and eighty seven.

William H. Clarkson
Commissioner for the State of
Mississippi Newyork.

Seal

Filed for record Oct. 19, 1889 and recorded.

R. W. Cobb Judge of Probate