East Tennessee, Virginia & Georgia Railway Co. to Central Trust Co. of New York

12.50

This indenture, made this first day of December, one thousand eight hundred and ninety 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 party, Witnesseth:

Whereas, The Board of directors of the said party of the first part, in accordance with the lawful authority vested in

$1250

them, at a meeting held at the office of the Company, duly resolved that it was necessary for the best interest of the company to make no further issue of Bonds under its First Extension Mortgage, but in lieu thereof create a new mortgage, and so far as it was possible so to do, to retire so many of said bonds as have heretofore been issued by the party of the first part under said first Extension Mortgage, and described and secured by the deed of Trust dated June first, one thousand eight hundred and eighty seven, made by the party of the first to the party of the second part, and whereas all the said bonds are so retired to cause the said party of the second part to cancel said Deed of Trust; and,

Whereas, At said meeting it was duly resolved, that, for the purposes of so retiring said bonds, and in order to provide the means for so doing, as well as for providing further means for the purposes of building branches, extensions, double tracking the Main Line of the railroad of the party of the first part, and providing additional equipment to borrow the sum of fifteen million dollars, to be evidenced by its mortgage bonds for that amount, each for the sum of one thousand dollars, bearing interest at the rate of 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 the first day of December, one thousand eight hundred and ninety, the coupons thereon to be payable on the first day of June and December of each year, The said bonds to be known as East Tennessee, Virginia and Georgia Railway Company General Mortgage Five Per Cent. Gold Bond to be issued as the same may be required from time to time for the purposes aforesaid; and in order to secure uniformity in security and character, the same to be of a single issue, and to be secured by a mortgage on the line or lines of railroad or branches, equipment and double track now owned and operated, or which said party of the first part may hereafter construct, purchase and operate, which said mortgage shall be a first lien on the branches, extensions, equipment and double track aforesaid, and shall be and constitute a junior lien on the main line of railroad of this Company, the issue of said bonds, however, not to exceed the sum of twenty thousand dollars per mile for each completed mile of branch, railroad or extension heretofore or hereafter built, purchased and operated, or for each complete mile of double track built, and so far as the same relates to equipment, not to exceed the amount actually expended therefor in the future purchase thereof, which said bond shall be substantially in the language following, to-wit:

United States of America.

East Tennessee Virginia and Georgia Railway Company.
General Mortgage Five Per Cent. Gold Bond

$1,000 No. $1,000

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 ($1,000) which sum for value received the East Tennessee, Virginia and Georgia Railway Company hereby promises to pay in Gold coin of the United States of America of the present standard of weight and fineness to said Central Trust Company of New York, or bearer hereof on the first day of December one thousand nine hundred and forty (1940) at the office of the said Central Trust Company in the city of New York, with interest thereon from the first day of December, A.D. one eight hundred and ninety (1890) at the rate of five (5) 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 the City of New York, in like gold coin on the first days of June and December 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 a series of this date, issued, and to be issued, of like tenor, to an aggregate amount not exceeding fifteen million dollars ($15,000,000), and not exceeding an average of twenty thousand dollars ($20,000), per mile of branch railroad or extension heretofore or hereafter purchased or acquired or double track built, and not to exceed when issued for equipment, the actual sum expended therefor, all of which bonds are and shall be equally ~~secured~~ secured by an indenture of trust dated the first day of December A.D. one thousand eight hundred and ninety (1890) duly executed by the said East Tennessee Virginia and Georgia Railway Company to the said Central Trust Company of New York, as Trustee, conveying to the said Central Trust Company of New York, as trustee, all the lines and branches of railroad or equipment which are or may hereafter be constructed or purchased, together with all double tracks, and all other lines of branch railroad hereafter constructed, purchased or acquired by the 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 bond is, upon surrender and cancellation of it, and the unmatured coupons, exchang-

cable 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 & Georgia Railway Company has caused this bond to be signed by its President or Vice-President, duly authorized, and its corporate seal to be hereunto affixed, attested by its Secretary and the coupons annexed to be authenticated by the name of its Secretary engraved thereon, all on this first day of December A.D. one thousand eight hundred and ninety (1890).

East Tennessee, Virginia and Georgia Railway Company
attest. Secretary. } by President.

[Form of Coupon]

$25. $25.

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 New York, on the first day of for value received being semi-annual interest on East Tennessee Virginia and Georgia Railway Company General Mortgage Five Per Cent. Gold Bond, No.

Secretary.

[Form of Trustee's 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. Vice-President. Trustee.

And Whereas, in accordance with the said resolution of the said Board of Directors of the said party of the first part, adopted as herein before 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: and,

Whereas, at a meeting of the Stockholders of the party of the first part, held on the 6th day of December, one thousand eight hundred and ninety, the action of said board of directors was duly approved, and the officers of said party of the first part were duly authorized to execute and acknowledge all instruments necessary to carry the same into effect.

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, 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 operates as branches, 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, permanent lease or otherwise, and all double tracks which it may hereafter build, and equipment which it may purchase or construct with the moneys arising from the sale of any of the bonds hereby secured, including therein all and singular: No. One 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 connect with the Knoxville and Ohio Railroad, at or near the town of Clinton, in the State aforesaid; No. Two. Also the line of railroad known as the Rogersvill Branch, in the County of Hawkins, State of Tennessee, extending from Rogersville to Rogersville Junction; No. Three, Also the line of railroad known as the Brierfield, Bloctou and Birmingham Railway, extending from Montevallo to Bloctou, through the Counties of Shelby, Bibb and Jefferson, in the State of Alabama; No. Four. Also the line of railroad known as the Cincinnatti, Selma and Mobile Railroad, extending from Elizabeth to Akron through the Counties of Hale, Perry and Dallas, in the State of Alabama; No. Five, Also the line of railroad known as the Knoxville and Augusta Railroad extending from Knoxville to Maryville, through the Counties of Knox and and Blount, in the State of Tennessee; No. Six. Also the line of railroad known as the Rome and Decatur Railroad extending from Rome to Attalla, through the counties of Cherokee and Etowah, in the State of Alabama, and the County of Floyd in the State of Georgia; No. Seven, Also the line of railroad of the said party of the first part, from and including the terminus and depot at Bristol in the County of Sullivan, State of Tennessee and thence via Knoxville, to the city of Chattanooga, in the County of Hamilton, in said state of Tennessee, and including

the line of railroad of said party of the first part, from Cleveland, in the County of Bradley, in said State of Tennessee, to Dalton, in the County of Whitfield, in the State of Georgia, and including the branch line from Cohutta, in the County of Fannin, Tennessee, to Red Clay, in the County of Whitfield, in State of Georgia, and also including the line of rail-road, of the said party of the first part, commencing in the city of Selma, in the County of Dallas, in the State of Alabama, and extend thence in a northeasterly direction continuously through the Counties of Dallas, Autauga, Perry, Bibb, Shelby, Talladega, Calhoun, and Cherokee, in said State of Alabama, to the line of the State of Georgia, and thence, in the said state of Georgia, through the County of Floyd by way of Rome, in the last named County, and also through the Counties of Gordon and Whitfield to the town of Dalton, in the last named County and State, and then terminating at the point or points of connection with the Western and Atlantic Rail road, and with the other line of railroad of the party of the first part, hereinbefore referred to, and also including the line of railroad of said party of the first part extending from Morristown, in the State of Tennessee, to Paint Rock, at or near the State line between the States of Tennessee and North Carolina, and also including the line of railroad of the said party of the first part from Rome, in the County of Floyd, by way of Atlanta and Macon, to Brunswick in the County of Glynn, and from Cochran to Hawkinsville both in the County of Pulaski, all in the State of Georgia; and also including the line of railroad of the party of the first part from Selma, in the County of Dallas, in the State of Alabama, by way of Lauderdale, to Meridian, in the County of Lauderdale, in the State of Mississippi (all of said property described above as No Seven, constituting the main line of the East Tennessee Virginia and Georgia Railway Company, and wherever the term main line shall be used in this Indenture, the same shall be taken and understood to apply to the line of railroad described in said No. Seven hereof); 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 or which shall have been or shall be acquired or provided for use on or in connection with the rail-roads hereinbefore described, or either of them 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 or wharves and other structures at the termini of said branches so purchased constructed or acquired as well as along the lines of the same as well as 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, and of every kind and and description, which shall hereafter be acquired for use therein; 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 their construction, maintainance 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 income arising therefrom and all rights privileges and franchise whatsoever which they or either of them may possess, own or be intitled to, and all extensions or branches thereof, or either of them, as hereinbefore referred to or 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 its 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 lawfur 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 negotiation thereof or otherwise for the uses and purposes herein declared, and as from the trusts herein set forth, to-wit:

First — It is covenanted and 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 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 hereinbefore described, and to receive, take and use the tolls, income, earnings and profits thereof, and while the said party of the first part shall so 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 in this Indenture contained, the said party of the second part or its successors in the said trust, shall have full power and authority, upon the application in writing of the Board of Directors of the said party of the first part, to release from the lien and operation 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 Trustee shall have full power to allow the said party of the first part, its successors and assigns, from time to time, to sell and 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 railroads, or of the main line of the railroad of the party of the first part acquired under the provisions hereof, 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 party of the second part, and its successors in the trust hereby created, that the said party of the first, while remaining in possession of the said property, shall and will from time to time pay and discharge all taxes, assessments and governmental charges lawfully imposed upon the said equipment, double tracks and lines of purchased or constructed railway, 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 or 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 and agreed that these presents are upon the express condition that if the said party of the first 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 the line or lines of railroad, branches and extensions or lines which the company is authorized to acquire or purchase, 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 business of its main line by lease, purchase, construction or otherwise and for the expenses necessary and incident thereto, and for double tracking its main line of railroad and purchasing or constructing equipment to be used upon the lines of railroad herein before described. If said bonds there shall be retained in the possession of the said party of the second part five thousand one hundred and forty (5,140) bond numbered from 1 to 5,140. both inclusive, being the same number and at the same par value as the bonds heretofore issued and outstanding by virtue of the provisions of the First Extension Mortgage made by the said party of the first part to the said party of the second part, dated June 1, 1887, said bonds so retained by said party of the second part to be held by it held for exchange for the bonds so heretofore issued under said First Extension Mortgage, the exchange wherefor to be effected upon such terms and conditions as the Board of Directors of said party of the first part may, from time to time, by resolution duly determined. The remainder of the said issue shall be certified and delivered from time to time by the Central Trust Company of New York, Trustee, or its successor or successors, at a rate not exceeding Twenty Thousand Dollars per mile for each mile of completed branches or extensions, or double tracks of the main line of rail road of the East Tennessee Virginia and Georgia Railway Company whenever the fact of such completion shall be duly certified to by the Chairman of the Board of Directors of the Company or if there be no such Chairman, then the President thereof or, at the same rate per mile for each mile of completed rail road which may be purchased for the purposes hereinbefore recited by said party of the first part, and the certificate of the Chairman of the Board of Directors of said party of the first part, or said President in case there be no

such Chairman, shall be conclusive as to the number of miles of completed railroad so purchased, or for the purchase or construction of equipment of said party of the first part, bonds to be issued therefor for the actual amount expended on such purchase or construction, and the certificate of the Chairman of the Board of Directors of the party of the first part, or said President if there be no such Chairman, as to said amount shall be conclusive. It is expressly agreed for the guidance and protection of the Trustee and the certification of the bonds hereunder, that bonds shall be required to be certified to by said Central Trust Company of New York, as Trustee, and are 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 purpose for which the same are required, and which shall be accompanied by a certificate of the Chairman of the Board of Directors or President, as above provided, which resolution and certificate or certificates shall be full protection to the Trustee 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 New York, Trustee, 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, any thing 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 purchase or consolidation or permanent lease, control of the capital stock or lines of any other company or person, a railroad or part of a railroad already constructed or partially constructed, that the said party of the first part may do so; And in that case it is further agreed, that bonds under this Indenture may be issued in respect of such railroad or railroads so acquired upon the following conditions, to-wit: 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 trusts and liens 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 thousand dollars per mile, if the road or roads so acquired shall be subject to incumbrances, however, the principal amount of such existing incumbrance must be deducted from the twenty thousand dollars per mile limited herein, to be issued thereon, and bonds hereunder shall be issued only in respect of the residue. Upon the presentation of a certificate of the Company, expressed by a resolution 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, Trustee, shall certify the bonds in accordance with such resolution.

It is further expressly agreed, any thing in any part of this Indenture to the contrary notwithstanding, that if in the acquisition of any roads or the building of lines, branches or extensions in any of the manners hereinbefore set forth or mentioned, it shall be determined by said East Tennessee, Virginia and Georgia Railway Company to acquire or construct the same without the issue of Bonds hereunder in respect of such newly acquired roads or branches and extensions then the Lien of this Indenture shall not extend to any roads thus acquired, nor any branches or extensions thus built.

It is understood and agreed, that the interest upon the series of bonds hereinbefore mentioned and described, shall only begin from the date of their actual issue; and if before the issue thereof any coupons 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 money 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 the 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 proceeding to enforce

the provisions hereof until after he or they shall have requested the Trustee in writing to take proceedings to foreclose this mortgage, and offer proper indemnity, as hereinbefore provided, and such Trustee shall have thereupon refused in writing, 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, estate, franchises, rights, privileges or property hereby granted and conveyed or intended so to be, sold by judicial sale under the order of the court or courts of competent jurisdiction, and and the proceeds arising therefrom applied for or towards the satisfaction of the principal and interest, due or owing upon the then outstanding bonds without preference between principal and interest, issued under or entitled to the benefit of the security of this mortgage, and for the enforcement of the rights, lien and securities of the Trustee and the bondholders, and shall be entitled, pending any such suit or proceedings, to a receivership of such premises, estates, franchises, rights, privileges and property, and the fares, freights, tolls, earnings, issues, profits and income thereof. It is hereby also 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 mortgaged 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 toward the payment of such purchase money the bonds held by such purchaser or purchasers to ad towards the payment whereof the net proceed 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 proceed 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 acknowledgments 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 proceed 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 should 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 bond 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 successors, 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 successors 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 successors 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 on the part of the party of the first part or impair any right resulting thereon from.

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, and deliver all such further and other other acts and deeds and things as shall be reasonably advised, devised or required to effectuate the intention of these presents, and to assure and confirm to the said party of the second part, or its successor 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 portion 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 purpose herein ex-

pressed; 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 line of railroad or branches which are or may be subject to the lien hereafter, may be situated.

Fourth — 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 seals of the holders of a two third part in amount of the then outstanding bonds secured 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 New Trustee, by an instrument or concurrent of instruments, in writing executed under the hands and seals of a majority in the interest of the holders of the then outstanding bonds secured thereby, or their attorneys in fact therein to authorized; and that an appointment so made shall supersede and take precedence of any appointment made in any other way whatsoever. In case, after notice of such vacancy and the present right of the bondholders to fill the same shall have been published in two news papers of general circulation in the city of New York and one in the city of Knoxville Tennessee, for sixty days, the bond holders shall fail to fill such vacancy by 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 State city of New York. It is hereby also covenanted and agreed, that any new Trustee or trustee appointed as aforesaid, shall upon their, his or its appointment and without any further act deed or conveyance, become and be vested with all the estates, trusts, rights, powers and duties of the Trustee 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 Trustee or new Trustee such estates, trust, 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 ~~first~~ 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 purpose 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 attached to them, or either of them, than for the exercise of reasonable diligence, only in the performance of the said trust 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, with interest falling due after the date of such surrender thereunto annexed, such bonds and coupons being fully cancelled; and upon such surrender of said bonds 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 bond shall not become obligatory until such certificate shall have been executed. The registered bonds 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. The said party of the first part doth hereby covenant and agree to, and with the ~~second~~ party of the second part, and its successor or successors in this trust, and to and with all persons and corporations who which shall become or be lawful owner or holders of any of the bonds issued or secured 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 part have hereunto caused their presents to be signed by their respective Presidents or Vice Presidents, duly authorized, and their respective corporate seals to be here

unto affixed and attested by their respective Secretaries, the day and ~~date~~ year first herein above written.

Signed, Sealed signed and delivered by the East Tennessee Virginia and Georgia Railway Company in our presence—
W. E. Findley
William H. Clarkson
State Commissioner of the State of Georgia in New York

East Tennessee, Virginia and Georgia Railway Company.
by. S. M. Felton.
President.

{Corporate Seal}

Attest. L. M. Schwan
Secretary.

Sealed, signed and acknowledged by the Central Trust Company of New York in our presence—
F. H. Sickle
William H. Clarkson
Commissioner for the State of Georgia in New York.
{Corporate Seal}

Central Trust Company of New York
by E. Francis Hyde.
2nd Vice-President.

Attest B. G. Mitchell
Asst Secretary.

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

Be it remembered, that on the this 27th day of December, one thousand eight hundred and ninety, before me, William H. Clarkson, a Commissioner of the several states of Tennessee, Georgia, Alabama and Mississippi duly commissioned and sworn and authorized to take and certify the acknowledgment of deeds, etc. to be used or recorded in each of the said States and residing in the said city of New York, personally appeared S. M. Felton, the President of the foregoing named Bargainor, the East Tennessee Virginia and Georgia Railway Company, and L. M. Schwan the Secretary of the same Company, with each of whom I am personally acquainted, and who are personally known to me to be the individuals named in and who executed, and whose names are signed to the forgoing instrument, who acknowledged to 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 said company, and the act and deed of said Company for the uses and purposes therein named, mentioned and contained; and the said S. M. Felton and L. M. Schwan being by me first duly sworn they did depose and say that he the said S. M. Felton 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 said Company and that they signed their names thereto by the like order as the President and Secretary of said Company respectively. In witness whereof, I hereunto set my hand and affix my official seal, this the 27th day of December one thousand eight hundred and ninety.

[Seal] William H. Clarkson.
Commissioner for the State of Tennessee in New York.

[Seal] William H. Clarkson.
Commissioner for the state of Georgia in New York.

[Seal] William H. Clarkson.
Commission for the State of Alabama in New York.

[Seal] William H. Clarkson
Commissioner for the State of Mississippi in New York.

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

Be it remembered that on this twenty ninth day of December one thousand eight hundred and ninety before me, William H. Clarkson, a commissioner of the several states of Tennessee Virginia Georgia, Alabama and Mississippi, duly commissioned and sworn, and authorized to take and certify the acknowledgements of Deeds etc., to be used or recorded in each of the said states, and residing in the said city of New York, personally appeared E. Francis Hyde 2nd. Vice-President of the foregoing named bargainee, Trustee, the Central Trust Company of New York, and B. G. Mitchell, the assistant secretary of the same Company, with each of whom I am personally acquainted and who are personally known to me to be the individuals named in and who executed and whose names are signed to the foregoing instrument, who acknowledged to 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 2nd Vice President and Assistant Secretary respectively of said Company and the act and deed of said company for the uses and purposes therein named, mentioned and contained: and the said E. Francis Hyde and B. G. Mitchell, being by me first duly sworn, they did depose and say that he the said E. Francis Hyde was the 2nd Vice-President of the said Central Trust Company of New York, Trustee; that he the said B. G. Mitchell, was the Assistant 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 the order of the Board of directors of the said Company and that they signed their names thereto by the like order as the 2nd Vice-President and assistant Secretary of the said Company respectively. In Witness whereof I hereunto set my hand and affix my official seal, this the twenty ninth day of December, one thousand eight hundred and ninety.

[Seal] William H. Clarkson
Commissioner for the state of Tennessee in New York

[Seal] William H. Clarkson
Commissioner for the State of Georgia in New York.

[Seal] William H. Clarkson.
Commissioner for the State of Alabama in New York.

[Seal] William H. Clarkson.
Commissioner for the State of Mississippi in New York.

Filed for record Jan 10th 1891. and recorded.
R. H. Cobb. Judge of Probate