

Now, therefore, these Presents Witness that for the purpose of securing the payment of the said bonds, with the interest thereon, as aforesaid, and for the further consideration of one dollar in hand paid by the said parties of the second part to the said party of the first part, the receipt whereof is hereby acknowledged, the said Chicago and Canada Southern Railway Company, party of the first part, **hath GRANTED,**

⁴ **BARGAINED AND SOLD,** and by these presents **doth GRANT, BARGAIN AND SELL** unto the said parties of the second part all the property which the said Chicago and Canada Southern Railway Company, party of the first part, now owns or shall hereafter acquire; that is to say: The said Company's railway in course of construction and to be made, commencing in the City of Chicago, in the State of Illinois, aforesaid, and running from said City of Chicago to the eastern line of the Township of Monguagon, on the Detroit River, in the County of Wayne, and State of Michigan, aforesaid, being located and situated in the States of Illinois, Indiana, Ohio, and Michigan, on the line aforesaid, including the right of way and the lands occupied thereby; and also the superstructure and tracks thereon or to be thereon placed; and all iron and steel rails, ties, and other materials placed or used thereon, now or hereafter procured therefor, and all bridges, viaducts, culverts, fences, stations, station-grounds, buildings, and erections thereon; and all machine-shops and other shops held or required for use in connection with said railway or the business thereof, and including also all locomotives, tenders, cars, and other rolling stock or equipments, and all machinery, tools, implements, fuel, and materials for constructing, operating, repairing or replacing the said railway, or any part thereof, or any of its equipments or appurtenances, whether now held or at any time hereafter acquired; all of which things are hereby declared to be appurtenances and fixtures of the said railway, and to be included in and pass by these presents; and also all franchises connected with or relating to the said railway, or the construction, maintenance, or use thereof, now held or hereafter acquired by the said party of the first part; and all corporate and other franchises which are now or may hereafter be held or exercised by the said party of the first part; and all property, personal or mixed, used on the line of said road in constructing or operating the same, together with all and singular, the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, and the reversions, remainders, tolls, incomes, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in and to the same, and any and every part thereof, with the appurtenances.

TO HAVE AND TO HOLD the said premises and every part thereof unto the said parties of the second part as joint tenants, and not as tenants in common, and the survivor of them, and to their or his successors or assigns forever.

Nevertheless, in Trust, for the holders of said Bonds and upon the following conditions, covenants and agreements, and for the purposes herein expressed:

FIRST. Until default shall be made in the payment of the interest upon the Bonds, or some part thereof, or until default shall be made in something herein required to be done by the Chicago and Canada Southern Railway Company, the said railway company, party of the first part, shall be suffered and permitted to possess, operate, maintain and enjoy said railway, with its equipments and appurtenances, and to take and use the rents, incomes, profits, tolls and issues thereof, during the term of time the said Bonds, secured by this Mortgage Deed of Trust, shall run before maturity.

SECOND. In case any default shall be made in the payment of any interest on any of said bonds, issued or to be issued, according to the tenor thereof, or in case default shall be made in any of the requirements herein to be done or kept by the said Railway Company, party of the first part, and such default shall continue for the period of three months, it shall then be lawful for the said Trustees, and on request of ten or more of the holders of said bonds, representing in amount one million dollars thereof, it shall be their duty, personally, or by their attorneys or agents, with or without process of law (full power and