

Kanawha City Bridge Co.

Kanawha City Co.

TO

Central Trust Company, Trustee,

CHARLESTON, WEST VIRGINIA.

MORTGAGE SECURING BOND

ISSUE OF

Kanawha City Bridge Company,

Kanawha City Company,

AS FOLLOWS:

**\$200,000.00 Six Per Cent. First Mortgage Gold Coupon Sinking Fund
Bonds, dated July 1, 1914. Principal payable July 1, 1924.**

Interest payable January 1 and July 1, each year.

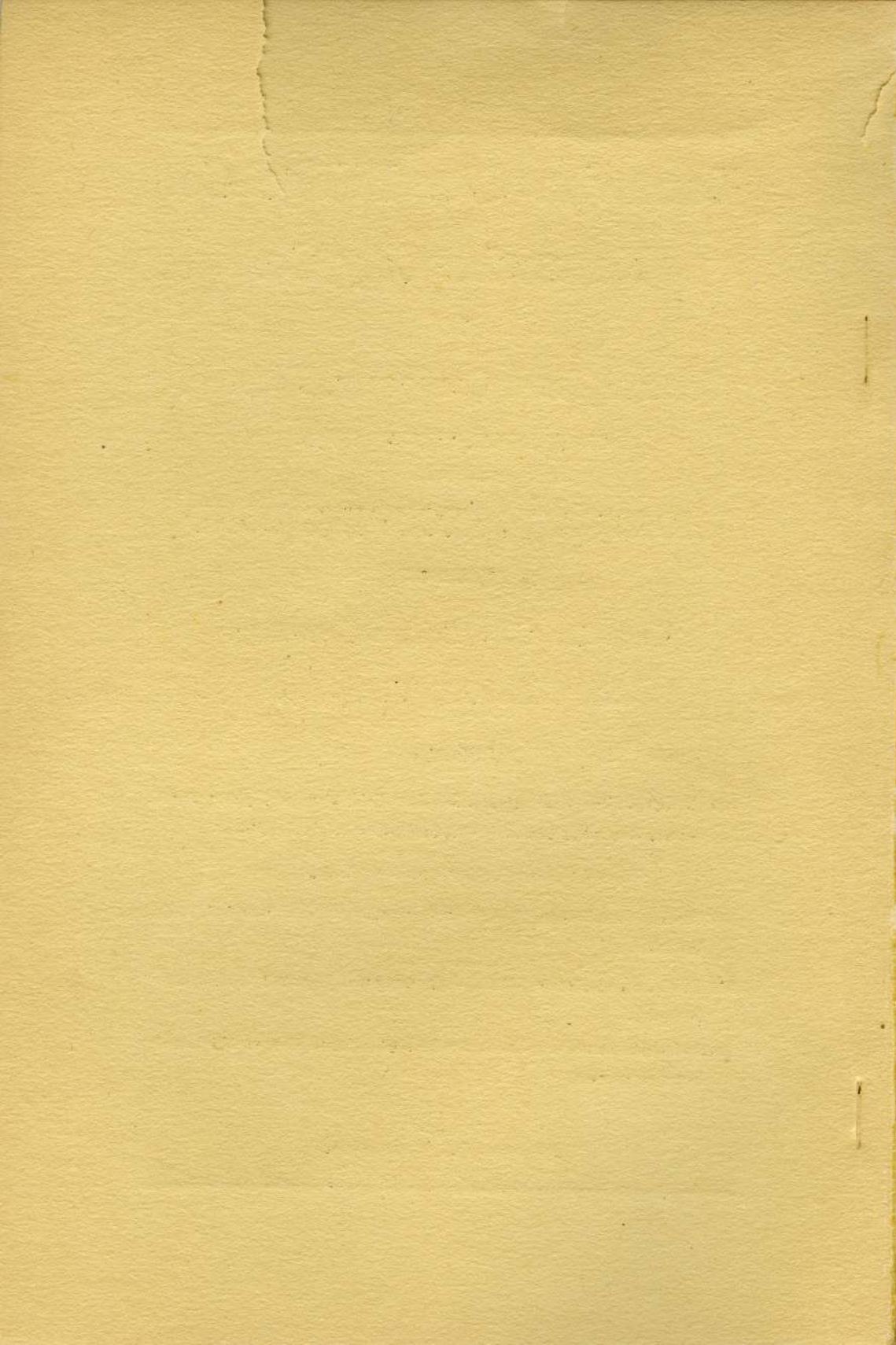
**360 Bonds, denomination \$500.00 each, numbered from 1 to 360, both
inclusive.**

**200 Bonds, denomination \$100.00 each, numbered from 361 to 560, both
inclusive.**

**Bonds Subject to redemption at any interest payment day at 101% and
accrued interest.**



UNION PUBLISHING CO., CHARLESTON.



THIS INDENTURE, Made this first day of July, 1914, between the KANAWHA CITY BRIDGE COMPANY, hereinafter called "the Bridge Company", and the KANAWHA CITY COMPANY, hereinafter called "the Land Company", and together hereinafter called "the Companies", corporations created and existing under the laws of the State of West Virginia, of the first part, and the CENTRAL TRUST COMPANY, hereinafter called "the Trustee", a corporation created and existing under the laws of the State of West Virginia, of the second part;

WHEREAS, the Bridge Company was incorporated for the purpose of building and operating a toll or other bridge over the Great Kanawha River at or near Charleston, West Virginia, and of doing other things necessary or incidental thereto; and in the exercise of its corporate powers proposes to build, maintain and operate a bridge over the Great Kanawha River, connecting the City of Charleston and a suburban addition thereto lying on the opposite side of the river, heretofore laid out and known as Kanawha City; and,

WHEREAS, the Land Company was incorporated as a manufacturing company, with power and authority to engage in sundry manufacturing enterprises as in its certificate of incorporation fully set forth, and for other purposes, and is the owner of a large number of lots in said Kanawha City, and a large body of land adjoining the same, and for its proper corporate purposes proposes to sell the said lots and land, or so much thereof as may seem expedient; and the advantageous development and sale of said lots and land depend upon a proper connection being made between said Kanawha City and the City of Charleston; and,

WHEREAS, the Companies have entered into an agreement by the terms of which they have agreed to execute the bonds hereinafter set out to the amount of Two Hundred Thousand Dollars (\$200,000.00) as joint and several obligors, and to secure the same have agreed to execute a mortgage or deed of trust convey-

ing to the Trustee the properties hereinafter described; and the Land Company has agreed to create a sinking fund from the proceeds of the sale of its property for the redemption and payment of bonds as hereinafter more particularly provided; and,

WHEREAS, at a meeting of the stockholders of the Bridge Company duly and regularly called and held at its office in the City of Charleston, West Virginia, on the 29th day of July, 1914, the following resolution was unanimously adopted by the vote of all the capital stock of the Bridge Company issued and outstanding:

“WHEREAS, the Kanawha City Company and this company have agreed to execute their joint and several first mortgage coupon bonds to the amount of Two Hundred Thousand Dollars (\$200,000.00), payable on or before July 1st, 1924, in order to raise funds for this company to build a bridge over the Great Kanawha River, together with its approaches, connecting Kanawha City with the City of Charleston;

RESOLVED, that in order to provide funds for the building of a bridge by this company over the Great Kanawha River, together with proper approaches, connecting Kanawha City with the City of Charleston, the Board of Directors of this company be, and it is hereby, authorized to issue, negotiate and sell the joint and several coupon bonds of this company, and of the Kanawha City Company, to the amount of Two Hundred Thousand Dollars (\$200,000.00), in such form and of such denomination, or denominations, as the Board of Directors shall determine, payable on or before July 1st, 1924; and that to secure the payment of the principal of said bonds and interest thereon at the rate of six per cent (6%) per annum, the Board of Directors be, and it is hereby, authorized and directed to cause to be made executed, acknowledged and delivered on behalf of this company, a mortgage or deed of trust to be executed by this company and the Kanawha City Company to the Central Trust Company, as Trustee, conveying all the property of this company, whether now owned or hereafter acquired, including the bridge and approaches to be constructed, and also conveying certain property of the Kanawha City Company, such deed of trust to contain such agreements, stipulations and provisions as the said Board of Directors shall deem necessary or proper.”

And, WHEREAS, at a meeting of the stockholders of the

Land Company, duly and regularly called and held at its office in the City of Charleston, West Virginia, on the 29th day of July, 1914, the following resolution was unanimously adopted by the vote of all the capital stock of the Land Company issued and outstanding:

“WHEREAS, in order to carry out the purposes for which this company was created and organized and to properly develop and sell the property of this company, it is necessary that a bridge should be built across the Great Kanawha River, connecting Kanawha City with the City of Charleston; and,

WHEREAS, the Kanawha City Bridge Company has been organized for the purpose of building said bridge, and this company has agreed with said Bridge Company to become surety for the indebtedness of the Bridge Company to the amount of Two Hundred Thousand Dollars (\$200,000.00), and interest thereon, and for this purpose to execute with the Bridge Company their joint and several first mortgage coupon bonds to the amount of Two Hundred Thousand Dollars (\$200,000.00), payable on or before July 1st, 1924, in order to raise funds for the Bridge Company to build a bridge over the Great Kanawha River, together with approaches, connecting Kanawha City with the City of Charleston; and this company has further agreed to create a sinking fund from the sale of its property for the redemption and payment of said bonds;

RESOLVED, that in order to provide funds for the Kanawha City Bridge Company for the building of a bridge by that company over the Great Kanawha River, together with proper approaches, connecting Kanawha City with the City of Charleston, the Board of Directors of this Company, be, and it is hereby, authorized to cause to be executed, and to issue, together with the Kanawha City Bridge Company, the joint and several coupon bonds of said companies to the amount of Two Hundred Thousand Dollars (\$200,000.00) in such form and of such denomination, or denominations, as the Board of Directors shall determine, payable on or before July 1st, 1924; and that to secure the principal of said bonds and interest thereon at the rate of six per cent (6%) per annum, the Board of Directors be, and it is hereby, authorized and directed to cause to be made, executed, acknowledged and delivered, on behalf of this company, a mortgage or deed of trust to be executed by this company and the Kanawha City Bridge Company to the Central Trust Company, as Trustee, con-

veying the property of this company, and also conveying the property of said Kanawha City Bridge Company; such mortgage or deed of trust to contain a covenant on the part of this company to pay such amount, or amounts, from the sales of its property, as the said Board shall determine, for the purpose of creating a sinking fund for the redemption and payment of said bonds, and to contain such other agreements, stipulations, and provisions as the said Board of Directors shall deem necessary or proper; and,

RESOLVED FURTHER, that the Board of Directors is hereby expressly authorized to obligate this company as surety for the indebtedness of said Bridge Company to the amount of Two Hundred Thousand Dollars (\$200,000.00) and interest thereon at the rate aforesaid, as evidenced by said bonds, and for the other obligations of the mortgagors or either of them under said joint mortgage or deed of trust, and to secure said obligation by a mortgage or deed of trust upon its property; and that in so far as the execution of said bonds and said mortgage or deed of trust render this company surety for the debts of said Bridge Company, such execution is hereby expressly authorized."

AND, WHEREAS, the Boards of Directors of the Bridge Company and the Land Company, respectively, acting under and in pursuance of the authority conferred upon them respectively by the resolutions aforesaid, passed and adopted at the said meetings of the stockholders of the Bridge Company and the stockholders of the Land Company respectively, have caused to be prepared ready to be issued, sold and disposed of the joint and several bonds of the Bridge Company and the Land Company, authorized by the said resolutions of the stockholders of the said Companies, respectively, consisting of Three Hundred and Sixty (360) coupon bonds numbered consecutively from 1 to 360, both inclusive, of the denomination of \$500.00 each, and Two Hundred (200) coupon bonds numbered consecutively from 361 to 560, both inclusive, of the denomination of \$100.00 each, all payable the 1st day of July, 1924, (unless sooner called for payment) in gold coin of the United States, and bearing interest at the rate of six per cent (6%) per annum, payable semi-annually on the 1st days of July and January, respectively, in like gold coin;

AND, WHEREAS, the text of said bonds, coupons, trustee's certificate and form of registration thereof, saving as to numbers,

signatures, dates and amounts, are substantially in the form following, the coupons attached to said bonds being authenticated by the lithographed or engraved fac simile signatures of the respective Treasurers of the Companies, to be as binding upon the Companies respectively as if said signatures were affixed in the proper hand writing of said Treasurers respectively :

(FORM OF BOND.)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA.

No. No.

KANAWHA CITY BRIDGE COMPANY
KANAWHA CITY COMPANY.

Six Per Cent. Ten Year First Mortgage Gold Coupon Bond
Total Issue \$200,000.00.

The Kanawha City Bridge Company, a corporation, and the Kanawha City Company, a corporation, (hereinafter called the "Companies") for value received, hereby jointly and severally promise to pay to bearer, or, if this bond is registered, to the registered owner hereof, the sum of Dollars (\$.....) in lawful gold coin of the United States of America, of, or equal to, the present standard of weight and fineness, at the office of the Central Trust Company, in the City of Charleston, and State of West Virginia, on the first day of July, 1924, (unless this bond is sooner called for payment as hereinafter provided) and to pay interest thereon from July 1st, 1914, at the rate of six per cent (6%) per annum, semi-annually on the first days of January and July in each year, at the office of said Central Trust Company, in like gold coin, upon the presentation and surrender of the annexed coupons as they severally mature. Both the principal and interest of this bond are payable without deduction therefrom for any tax or taxes which the Companies, or either of them, may be required to pay, deduct or retain therefrom, by or under any present or future law of the United States of America, or of any state, county, municipality, or other governmental sub-division therein, the Companies, and each of them, agreeing to pay all such taxes.

This bond is one of a series of a duly authorized issue of

coupon bonds of the Companies, amounting in the aggregate to Two Hundred Thousand Dollars (\$200,000.00). All of said bonds are of like tenor and effect, except that Three Hundred and Sixty (360) of said bonds, being bonds numbered consecutively from One (1) to Three Hundred and Sixty (360), both inclusive, are of the denomination of Five Hundred Dollars (\$500.00) each; and Two Hundred (200) of said bonds, being bonds numbered consecutively from Three Hundred and Sixty-one (361) to Five Hundred and Sixty (560), both inclusive, are of the denomination of One Hundred Dollars (\$100.00) each. The payment of all of said bonds is secured by, and subject to, all the provisions of a duly recorded mortgage or deed of trust, bearing even date herewith, executed and delivered by the companies to the Central Trust Company, of Charleston, West Virginia, Trustee, conveying to said Trustee the property of said Companies, in trust to secure the payment of the principal and interest of said bonds. Reference is here made to said mortgage or deed of trust for description of the property conveyed thereby, the nature and extent of the security, the rights of holders of bonds, and the terms upon which they are issued.

This bond may be called for payment and paid at the office of the Central Trust Company in Charleston, West Virginia, on any interest payment day at the price of One Hundred and One per cent (101%) and accrued interest, upon notice published in a newspaper of general circulation in Charleston, West Virginia, once a week for four successive weeks immediately preceding the date of such payment. No interest shall be paid upon this bond if so called for payment, for any time after the date for which it is so called, unless it shall have been duly presented for payment and not paid.

The principal of this bond may be declared due in the manner and with the effect described in said deed of trust in case default shall be made as therein provided.

The principal sum represented by this bond may be registered by the owner hereof, upon the books of the Companies kept for that purpose at the office of the Central Trust Company of Charleston, West Virginia, and a certificate of such registry shall be endorsed hereon, after which this bond shall be transferable only by the registered holder in person, or by attorney duly authorized, upon the books aforesaid; but the principal of this bond may again at pleasure be discharged from registry, and its transferability by delivery be restored by transfer being made to bearer.

This bond shall continue to be susceptible of successive

registrations and transfers to bearer, at the option of the holder, but registration shall not affect the negotiability of the coupons attached hereto.

This bond shall not become obligatory, until the certificate endorsed hereon shall have been signed by the Trustee in said deed of trust.

IN WITNESS WHEREOF, the Kanawha City Bridge Company has caused its corporate name to be signed by its President, and its corporate seal to be hereto affixed and duly attested by its Secretary, and the fac-simile signature of its Treasurer to be affixed to the coupons hereto annexed; and the Kanawha City Company has caused its corporate name to be signed by its President, and its corporate seal to be hereto affixed and duly attested by its Secretary, and the fac-simile signature of its Treasurer to be affixed to the coupons hereto annexed, this first day of July, 1914.

KANAWHA CITY BRIDGE COMPANY

By.....
President.

Attest:

.....
Secretary.

KANAWHA CITY COMPANY

By.....
President.

Attest:

.....
Secretary.

(FORM OF COUPON.)

Kanawha City Bridge Company.
\$..... Kanawha City Company \$.....
Jointly and severally promise to pay to bearer on the first day of 19..... Dollars (\$.....) in gold coin of the United States, upon presentation of this coupon at the office of the Central Trust Company, Charleston, West Virginia, for semi-annual interest on its six per cent (6%) gold bond No..... unless said bond shall have been called for previous payment.

.....
Treasurer Kanawha City Bridge Company.

.....
Treasurer Kanawha City Company.

(FORM OF CERTIFICATE OF TRUSTEE.)

Trustee's Certificate.

This bond is one of the bonds described in the within mentioned mortgage or deed of trust.

CENTRAL TRUST COMPANY, TRUSTEE

By.....

(FORM FOR REGISTRATION.)

Notice.

No writing on this Bond except by an Officer of the Company.

Date of Registry	In Whose Name Registered	Transfer Agent

AND, WHEREAS, pursuant to the authority conferred by the said resolution of the stockholders of the Bridge Company, the Board of Directors of the Bridge Company on behalf of the Bridge Company has caused to be prepared and has approved this mortgage or deed of trust upon the properties of the Companies respectively therein described, and all the terms, conditions and provisions thereof, and has directed the same to be executed in the name of the Bridge Company by its President or Vice-President and under its corporate seal, attested by its Secretary, and that this mortgage or deed of trust be acknowledged and delivered on behalf of the Bridge Company to the Trustee, and duly recorded, and the Board of Directors of the Bridge Company has also directed the said bonds to be executed in the name of the Bridge Company by its President or Vice-

President and under its corporate seal, attested by its Secretary, and that upon such execution, and due execution thereof in the name of the Land Company, and certification thereof by the Trustee, the said bonds shall be held by the Trustee until sold and disposed of as provided in this mortgage or deed of trust; and,

WHEREAS, pursuant to the authority conferred by the said resolution of the stockholders of the Land Company, the Board of Directors of the Land Company, on behalf of the Land Company, has caused to be prepared, and has approved this mortgage or deed of trust upon the properties of the companies respectively therein described, and all the terms, conditions and provisions thereof, and has directed the same to be executed in the name of the Land Company and under its corporate seal, attested by its Secretary, and that this mortgage or deed of trust be acknowledged and delivered on behalf of the Land Company to the Trustee and duly recorded, and the Board of Directors of the Land Company has also directed the said bonds to be executed in the name of the Land Company by its President or Vice-President and under its corporate seal, attested by its Secretary, and that upon such execution and due execution thereof in the name of the Land Company, and certification thereof by the Trustee, the said bonds shall be held by the Trustee until sold and disposed of as provided in this mortgage or deed of trust; and the Board of Directors of the Land Company has also authorized and directed that the Land Company shall become and be surety for the Bridge Company to the full extent of the par value of the bonds hereinbefore mentioned and interest thereon as aforesaid and the other obligations of the mortgagors, or either of them, under this mortgage or deed of trust, in manner and form and to the extent provided in this mortgage or deed of trust;

WHEREAS, at an adjourned meeting of the stockholders of the Bridge Company, held at its said office on the 29th day of July, 1914, the said action of the Board of Directors of the Bridge Company in causing to be prepared the bonds aforesaid and directing the execution, acknowledgment, delivery and

recording of this mortgage or deed of trust, and the execution and delivery of said bonds as aforesaid, was duly approved, ratified and confirmed by the vote of the holders of all the capital stock of the Bridge Company issued and outstanding, and the form of said bonds and of this mortgage or deed of trust was submitted to the said adjourned meeting of said stockholders and duly approved by it in all respects.

AND, WHEREAS, at an adjourned meeting of the stockholders of the Land Company, held at its said office on the 29th day of July, 1914, the said action of the Board of Directors of the Land Company in causing to be prepared the bonds aforesaid, and directing the execution, acknowledgment, delivery and recording of this mortgage or deed of trust, and the execution and delivery of said bonds as aforesaid, and authorizing the suretyship as aforesaid, was duly approved, ratified and confirmed by the vote of the holders of all the capital stock of the Land Company issued and outstanding, and the form of said bonds and of this mortgage or deed of trust was submitted to the said adjourned meeting of said stockholders and duly approved by it in all respects;

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That, in consideration of the premises and the sum of One Dollar (\$1.00) to the Bridge Company paid before the sealing and delivery of these presents, receipt whereof is hereby acknowledged, and for the purpose of securing the due and punctual payment of the bonds to be executed and issued as herein provided, and of the interest thereon, the Bridge Company DOTH GRANT, BARGAIN, SELL and CONVEY to the Trustee, its successors and assigns forever, all and singular the following described real and personal property:

First: Two certain pieces or parcels of land situated in Kanawha County, West Virginia, and more particularly described as follows:

(a) A certain piece or parcel of land situate on the South side of Kanawha River, in Loudon District of Kanawha County, and being a part of Kanawha City as laid out on the map thereof filed in the office of the Clerk of the County Court of said Kanawha County, which said

piece or parcel of land is bounded and described as follows:

BEGINNING at a stake at the northeast corner of 5th Street and Ohio Avenue, as now laid out on the map of Kanawha City on record in the County Clerk's Office of said County of Kanawha; thence North 79 degrees 28 minutes West with the North line of Ohio Avenue crossing 5th Street 60 feet to a stake on the northwest corner of said avenue and street opposite Station 21 plus 43 of center line of bridge; thence with the west line of 5th Street North 10 degrees 32 minutes West crossing Virginia and Kanawha Avenue 693 feet more or less to a stake at low water mark on Kanawha River opposite Station 14 plus 50; thence up said river at low water mark 60 feet to a stake; thence back South 10 degrees 32 minutes East 693 feet crossing Kanawha and Virginia Avenues to the beginning, containing 95/100 acres

(b) Also that certain piece or parcel of land situated on the North side of Kanawha River near the East end of Washington Street in the City of Charleston, Kanawha County, West Virginia, and bounded and described as follows:

BEGINNING at a stake in the east line of a lot of land belonging to John Davidson and J. L. Dickinson, said stake being at a point where the center line of Washington Street passing through the Comstock Addition to the City of Charleston if projected easterly would reach the said east line of said Davidson and Dickinson land, said point also being on the center line of the strip of land 60 feet wide at Station 0 plus 40 intended to be conveyed for a bridge right-of-way; thence along the Davidson-Dickinson line North 8 degrees 20 minutes East $30\frac{1}{2}$ feet more or less to a stake; thence South 76 degrees 10 minutes East 185 feet more or less to a stake, opposite Station 2 plus 22 and 30 feet therefrom; thence by a curved line of 455 feet radius 548 feet, more or less, to a stake at low water of Kanawha River opposite Station 7 plus 65; thence down Kanawha River at low water mark South 85 degrees West passing the center line of bridge at 30 feet, 60 feet in all, to a stake at low water mark; thence back by a curve of 395 feet radius in a northwesterly direction 540 feet, more or less, to a stake opposite Station 2 plus 22 and 30 feet therefrom; thence by a straight line North 76 degrees 10 minutes West 180 feet, more or less, to a stake in the line of Davidson and Dickinson; thence with said line of lands North 8 degrees 20 minutes East $30\frac{1}{2}$ feet more or less, to the beginning, containing one (1) acre of land.

But said two parcels of land are subject to a right-of-way

for a street and alley upon and over so much of the aforesaid two strips or parcels of land as shall not be occupied or used by said Bridge Company for abutments, approaches or other purposes of its bridge, which said unused portions are estimated to be a strip approximately eighteen (18) feet wide along the easterly side of said bridge, which shall be used for a street, and a strip approximately twelve (12) feet wide along the westerly side of said bridge, which shall be used for an alley; which said street and alley have been reserved for the common use of the Bridge Company, the Land Company and those claiming under them, or either of them.

Said parcels of land were conveyed to the Bridge Company by the Land Company, subject to the reservation aforesaid, by deed dated July 1st, 1914, and recorded in the Clerk's Office of said Kanawha County in Deed Book _____, page _____, to which reference is here made.

Second: The concrete and steel electric railway and highway bridge to be constructed by the said Bridge Company over the Kanawha River near the upper corporate limits of the City of Charleston, together with the approaches to the same, which approaches are to be constructed upon the two parcels of land above mentioned and described.

Third: All other property of said Bridge Company now owned or hereafter acquired by it.

TO HAVE AND TO HOLD, all and singular the above mentioned and described property, together with the improvements and appurtenances as aforesaid, unto the said Trustee, its successors and assigns forever;

IN TRUST, NEVERTHELESS, under the provisions hereinafter set forth for the use, benefit and security of all of the lawful holders of the bonds hereby secured, until all of the aforesaid bonds with interest thereon shall have been paid, surrendered, and cancelled in accordance with the terms hereof.

AND THIS INDENTURE FURTHER WITNESSETH: That, in consideration of the premises and the sum of One Dollar (\$1.00) to the Land Company paid before the sealing and delivery of these presents, receipt whereof is hereby acknowledged, and for the purpose of securing the due and punctual payment of the bonds to be executed and issued as herein pro-

vided, and of the interest thereon, the Land Company DOTH GRANT, BARGAIN, SELL and CONVEY to the Trustee, its successors and assigns forever, all and singular, the following described real and personal property :

First: All of the following described tracts, parcels and lots of land situate in Loudon District, Kanawha County, West Virginia, and more particularly described as follows:

A certain tract of land bounded and described as follows:

BEGINNING at a stone monument on the north side of the old turnpike in front of the school house on the lower side of Brown's or Morris Branch; thence South 54 degrees 20 minutes West 3720 feet crossing said school house lot to a stake and stone pile by a small poplar growing from a large stump on the west bank of Donnally Branch with maple and gum pointers; thence South 17 degrees 50 minutes West 1987 feet up and along the side of the mountain to a stone monument on a point ridge with black oak pointers; thence South 89 degrees 35 minutes West 10334 feet crossing the head of Donnally Branch, the head of Chappell Branch, and the head waters of a branch of Cane Fork of Davis Creek, to a stone monument near the top of ridge near the head of a branch of Cane Fork of Davis Creek (said monument is just below a large rock with twin black oaks, three hickories and chestnut oak pointers); thence North 33 degrees 10 minutes East 6220 feet to a stone 20 feet from a branch on the southeast side, with two hickories and black oak pointers; thence North 49 degrees East 3585 feet crossing Venable's Branch and the top of a mountain to a stone monument on top of a large rock near the top of the mountain with chestnut oak, chestnut and sourwood pointers; thence North 59 degrees 34 minutes West 3231 feet, re-crossing Venable's Branch and the top of a mountain to a stake with four chestnut oaks and one chestnut pointer about 100 feet north of the top of the ridge; thence North 21 degrees East 1024 feet to a stone monument with twin chestnut pointers on the side of the mountain; thence North 14 degrees 45 minutes East 655 feet to a stone monument on the north side of the county road, corner to property belonging to the C. & O. Ry. Co., now occupied by the Standard Oil Company; thence running with the south side of the C. & O. Ry. property and along the north side of the county road South 66 degrees 10 minutes East 300 feet to a stake, South 70 degrees 24 minutes East 725 feet to a stake, South 74 degrees 48 minutes East 240 feet to a stake, South 65 degrees 47 minutes East 720 feet crossing Vena-

ble's Branch at 500 feet to a stake, South 78 degrees 15 minutes East 1015 feet to a stake in the line of the C. & O. right-of-way and 60 feet from the center of the west bound track, thence with said right-of-way running parallel to said west bound track and 60 feet therefrom South 67 degrees 31 minutes East 555 feet to the beginning of a curve, thence with said curve 795 feet to the point of tangent, thence South 51 degrees 30 minutes East 6565 feet to the beginning of another curve, thence with said curve 1405 feet to a stake in said right-of-way line; thence South 54 degrees 20 minutes West 40 feet crossing the county road to the beginning containing 1779 acres, more or less.

The above description includes Blocks Fifty-five, Fifty-six, Seventy-eight, Ninety-five, One Hundred and Eleven, One Hundred and Forty-four, One Hundred and Sixty-one and One Hundred and Seventy-eight (55, 56, 78, 95, 111, 144, 161 and 178).

A certain other tract or parcel of land, also situate on the south side of the Kanawha River, on Still House (also known as Donley) Branch and Morris' Branch, and adjoining the tract of land first above mentioned and described, and consisting of those four certain tracts, parcels or lots of land known and designated as Lots Nos. 5, 6 and 7, which were assigned and allotted as such to The Splint Coal Company, a corporation, in the chancery suit of The Riverside Iron Works against John B. Kelty and others, lately pending in the Circuit Court of said Kanawha County, and in the partition deed among The Riverside Iron Works, John B. Kelty, The Splint Coal Company, and H. C. Dickinson, recorded on the 12th day of June, 1872, in the office of the Clerk of the County Court of said Kanawha County, in Deed Book 27, at pages 608 and following: subject, however, to the exception and reservation of so much of the surface of said Lot No. 6 as was allotted and assigned in said partition to John B. Kelty, and also to the exception and reservation of the Campbells Creek or Reynolds vein of coal underlying said lots Nos. 5 and 7 allotted and assigned in said partition to John B. Kelty, and also to the exception and reservation of so much otherwise of said Lot No. 5 and so much otherwise of Lot No. 7 as were allotted and assigned in said partition to John B. Kelty.

Also a certain other tract, parcel or lot of land, situated near but not adjoining the tract of land last above mentioned and described, being all the land included in the boundaries of Lot No. 3 in the aforesaid partition, from the top of the middle ridge of Brown's Hollow and extending to the back line of the John Morris 182 acre survey; sub-

ject, however, to the exception and reservation of the Campbells Creek or Reynolds vein of coal underlying the said tract, parcel or lot of land allotted and assigned in said partition to The Riverside Iron Works.

Also the following two tracts of land, situate on the waters of Cane Fork of Davis Creek and Rush Creek, which were assigned and allotted to The Splint Coal Company, a corporation, in the chancery suit of The Riverside Iron Works against John B. Kelty and others, lately pending in the Circuit Court of Kanawha County, and in the partition deed among The Riverside Iron Works, John B. Kelty, The Splint Coal Company, and H. C. Dickinson, recorded in Kanawha County Court Clerk's Office on the 12th day of June, 1872, in Deed Book 27, pages 608 and following:

(1) All that certain tract or parcel of land known as Lot "C", containing 272 acres, described in and shown upon the plat and report of partition filed in said suit and in said partition deed, and bounded as follows, to-wit:

Beginning at figure 10 at a stone in the line between the 1250 and 2500 acres Gallatin and Savary surveys, and corner to Lot "E"; thence North 52 degrees East 386 poles to figure 12, corner to Lot "B" and the Fry reservation; thence running southeasterly with the lines of the Fry reservation, and on the top of the ridge, and its meanders from figure 12 to figure 24 inclusive in the line of said 1250 and 2500 acres Gallatin and Savary surveys, thence South 81 degrees West 420 poles with said line to the place of beginning.

Excepting and reserving, however, the Campbell's Creek or Reynolds vein of coal underlying said Lot "C", assigned and allotted in said suit and partition deed to H. C. Dickinson.

(2) All that certain tract or parcel of land known as Lot "E", containing $236\frac{3}{4}$ acres, described in and shown upon said plat and report and in said partition deed and bounded as follows, to-wit:

Beginning at figure 6, corner to Lot "B", and in a line of J. B. Kelty's Lot "A"; thence South 64 degrees West 265 poles to a stone at figure 7 in a line of the 1250 acres and of the 1,000 acres surveys made for Gallatin and Savary; thence with said line South 12 degrees East 108 poles to a stone at figure 9, corner to the original survey of 1250 acres and 1,000 acres aforesaid, and on the line of the survey of 2500 made for Gallatin and Savary; thence with a line of the 2500 acres and 1250 acres, North 81 degrees East 140 poles to a stone at figure 10, thence North 52 degrees East 167 poles to a stone at figure 11, corner to Lot

“B”, thence North $29\frac{1}{2}$ degrees, West 110 poles with a line of Lot “B” to the beginning.

Excepting and reserving, however, the Campbell’s Creek or Reynolds vein of coal underlying said Lot “E”, assigned and allotted in said suit and partition deed to The Riverside Iron Works.

Also granting the following lots and blocks in what is known as “Kanawha City”, as laid down and shown upon the map of same filed and recorded in said Clerk’s Office, to-wit:

Lots One, Four, Seven, Eight, Thirteen and Fourteen (1, 4, 7, 8, 13 & 14), Block One (1);

Lots One, Two, Four, Eight, Nine, Ten, Eleven, Twelve, Thirteen, Fourteen and Fifteen (1, 2, 4, 8, 9, 10, 11, 12, 13, 14 & 15), Block Two (2);

Lots One to Seventeen (1 to 17) inclusive, Block Three (3);

Lots One to Nineteen (1 to 19) inclusive, Block Four (4);

Blocks Five and Six (5 & 6);

Lots One to Sixteen (1 to 16) inclusive, Block Seven (7);

Lots One, Two, Three, Four, and Eight to Sixteen (1, 2, 3, 4, & 8 to 16) inclusive, Block Eight (8);

Lots Nine to Fifteen (9 to 15) inclusive, Block Nine (9);

Lots One and Six (1 & 6) Block Ten (10);

Lots Nine, Eleven, Twelve, Fourteen and Fifteen (9, 11, 12, 14, & 15) Block Eleven (11);

Lots Two, Three, Six, Seven, Twelve, Fifteen and Sixteen (2, 3, 6, 7, 12, 15 & 16), Block Twelve (12);

Lots Two, Three and Nine to Sixteen (2, 3, & 9 to 16) inclusive, Block Thirteen (13);

Lots One to Sixteen (1 to 16) inclusive, Block Fourteen (14);

Blocks Fifteen and Sixteen (15 and 16);

Lots One to Sixteen (1 to 16), Block Seventeen (17);

Lots One to Sixteen (1 to 16), Block Eighteen (18);

Lots One to Sixteen (1 to 16), Block Nineteen (19);

Lots Five, Seven, Twelve and Sixteen (5, 7, 12 & 16), Block Twenty (20);

Lots Ten, Twelve and Thirteen (10, 12, & 13), Block Twenty-one (21);

Lots One, Six, Seven, Eleven, Thirteen and Fourteen (1, 6, 7, 11, 13 & 14), Block Twenty-two (22);

Lots One, Three, Five, Six, Eight, Twelve and Fourteen (1, 3, 5, 6, 8, 12 & 14), Block Twenty-three (23);

Lots One, Four, Six, and Nine to Sixteen (1, 4, 6, & 9 to 16) inclusive, Block Twenty-four (24);

Lots One to Eleven, and Thirteen to Sixteen (1 to 11, & 13 to 16) inclusive, Block Twenty-five (25);

Lots One to Sixteen (1 to 16) inclusive, Block Twenty-six (26);

Block Twenty-seven (27);

Lots One to Sixteen (1 to 16) inclusive, Block Twenty-eight (28);

Lots One, Two, Three, Seven and Nine to Sixteen (1, 2, 3, 7 & 9 to 16) inclusive, Block Twenty-nine (29);

Lots Four, Five, Seven, Nine, Twelve and Sixteen (4, 5, 7, 9, 12 & 16), Block Thirty (30);

Lots Three, Six, Seven, Eight and Nine (3, 6, 7, 8 & 9), Block Thirty-one (31);

Lots Two, Three, Six and Nine (2, 3, 6 & 9), Block Thirty-two (32);

Lots One, Two, and Eight to Thirteen (1, 2, & 8 to 13) inclusive, Block Thirty-three (33);

Lots Five, Nine, Ten, Twelve, Thirteen, Fifteen and Seventeen (5, 9, 10, 12, 13, 15 & 17), Block Thirty-four (34);

Lots Three, Five, Seven, Fourteen and Sixteen (3, 5, 7, 14 & 16), Block Thirty-five (35);

Lots One, Three, Four, Five, Seven, Ten, Eleven, Thirteen, Fourteen and Fifteen (1, 3, 4, 5, 7, 10, 11, 13, 14 & 15), Block Thirty-six (36);

Lots One, Two, Seven, Eight, Ten, Eleven and Fourteen (1, 2, 7, 8, 10, 11 & 14), Block Thirty-seven (37);

Lots One, Four, Six, Seven, Eight and Twelve (1, 4, 6, 7, 8 & 12), Block Thirty-eight (38);

Lots One to Twelve (1 to 12) inclusive, Block Thirty-nine (39);

Blocks Forty and Forty-one (40 and 41);

Lots One to Eighteen (1 to 18) inclusive, Block Forty-two (42);

Lots One, Two, Five, Six, Eleven, Twelve and Fourteen (1, 2, 5, 6, 11, 12 & 14), Block Forty-three (43);

Lots One, Three, Twelve, Fourteen, Sixteen and Eighteen (1, 3, 12, 14, 16 & 18), Block Forty-four (44);

Lots One, Two, Seven, Ten, Twelve, Fourteen, Fifteen, Sixteen, Nineteen and Twenty-one (1, 2, 7, 10, 12, 14, 15, 16, 19 & 21), Block Forty-five (45);

Lots One, Five, Six, Seven, Ten, Twelve, Nineteen, and Twenty-four (1, 5, 6, 7, 10, 12, 19 & 24), Block Forty-six (46);

Lots Four, Five, Eight, Fourteen, Sixteen, Nineteen,

Twenty-one, Twenty-two and Twenty-three (4, 5, 8, 14, 16, 19, 21, 22 & 23), Block Forty-seven (47) ;

Lots Five, Thirteen, Fourteen, Nineteen and Twenty-nine (5, 13, 14, 19 & 29), Block Forty-eight (48) ;

Lots Seven, Thirteen, Fifteen, Eighteen, Nineteen, Twenty, Twenty-one, Twenty-two, Twenty-three, Twenty-five and Twenty-six (7, 13, 15, 18, 19, 20, 21, 22, 23, 25 & 26), Block Forty-nine (49) ;

Lots Seven, Eight, Nine, Eleven, Twelve, Thirteen, Sixteen and Twenty-one (7, 8, 9, 11, 12, 13, 16 & 21), Block Fifty (50) ;

Lots One, Two, Eleven, Twelve, Fourteen, Eighteen, Twenty and Twenty-one (1, 2, 11, 12, 14, 18, 20 & 21), Block Fifty-one (51) ;

Lots One to Nineteen (1 to 19), Block Fifty-two (52) ;

Lots Two, Three, Four, Five, Seven, Eight, Fifteen and Sixteen (2, 3, 4, 5, 7, 8, 15 & 16), Block Fifty-three (53) ;

Block Fifty-four (54) ;

Lots One to Nine, Fifteen, Twenty-one to Twenty-four, Twenty-six, Twenty-eight, Thirty-Five, Forty, Forty-two and Forty-five (1 to 9, 15, 21 to 24, 26, 28, 35, 40, 42 & 45), Block Fifty-seven (57) ;

Lots One, Two, Thirteen, Twenty-one Twenty-two and Twenty-seven to Fifty (1, 2, 13, 21, 22 & 27 to 50), Block Fifty-eight (58) ;

Lots One to Twenty-six, Twenty-nine, Thirty, Thirty-two, Thirty-three, Thirty-seven, Thirty-eight, Thirty-nine, Forty, Forty-two, Forty-three, Forty-six, Forty-seven, and Fifty-one to Fifty-four (1 to 26, 29, 30, 32, 33, 37, 38, 39, 40, 42, 43, 46, 47 & 51 to 54), Block Fifty-nine (59) ;

Lots One, Eleven, Twelve, Thirteen, Seventeen and Eighteen (1, 11, 12, 13, 17 & 18), Block Sixty (60) ;

Lots One to Thirty-two (1 to 32), Block Sixty-one (61) ;

Lots One to Seven and Nine to Thirty-two (1 to 7 & 9 to 32), Block Sixty-two (62) ;

Lots One, Two, Four, Five, Six, Eight, Nine, Ten, Eleven, Twelve and Fourteen to Twenty-eight (1, 2, 4, 5, 6, 8, 9, 10, 11, 12, & 14 to 28), Block Sixty-three (63) ;

Lots One, Fifteen, Eighteen, Nineteen, Twenty and Twenty-nine (1, 15, 18, 19, 20, & 29), Block Sixty-four (64) ;

Lots One to Thirty-two (1 to 32), Block Sixty-five (65) ;

Lots One to Thirty-two (1 to 32), Block Sixty-six (66) ;

Lots One to Thirty-eight (1 to 38), Block Sixty-seven (67) ;

Blocks Sixty-eight (68) ; Sixty-nine (69) and Seventy (70) ;

Lots One to Thirty-two (1 to 32), Block Seventy-one (71);

Lots Two, Nine, Ten, Twelve, Thirteen, Fifteen, Sixteen, Twenty, Twenty-one, Twenty-nine and Thirty (2, 9, 10, 12, 13, 15, 16, 20, 21, 29 & 30), Block Seventy-two (72);

Lots Sixteen to Thirty-two (16 to 32), Block Seventy-three (73);

Lots Ten, Fourteen and Twenty-three (10, 14 & 23), Block Seventy-four (74);

Lots Two, Six, Ten, Fourteen, Fifteen, Eighteen, Twenty, Twenty-eight and Thirty-one (2, 6, 10, 14, 15, 18, 20, 28 & 31), Block Seventy-five (75);

Lots Three, Fourteen to Sixteen, Twenty-two, Twenty-eight and Twenty-nine (3, 14 to 16, 22, 28 & 29), Block Seventy-six (76);

Lots One, Two, Three, Six, Fourteen, Eighteen, and Twenty-two to Thirty-two (1, 2, 3, 6, 14, 18 & 22 to 32), Block Seventy-seven (77);

Lots Four, Nine, and Seventeen to Thirty-two (4, 9, & 17 to 32), Block Seventy-nine (79);

Lots Four, Six, Nine to Eleven, Nineteen, Twenty-two, Twenty-five, Twenty-six and Twenty-seven (4, 6, 9 to 11, 19, 22, 25, 26 & 27), Block Eighty (80);

Lots Three, Four, Five, Eight, Twelve, Eighteen, Twenty, and Twenty-three (3, 4, 5, 8, 12, 18, 20 & 23) Block Eighty-one (81);

Lots Three, Four, Five, Ten, Eleven, Seventeen, Twenty and Twenty-seven (3, 4, 5, 10, 11, 17, 20 & 27), Block Eighty-two (82);

Lots One, Fifteen, Twenty-six, Twenty-nine and Thirty-two (1, 15, 26, 29 & 32), Block Eighty-three (83);

Lots Three, Four, Five, Six, Eight, Sixteen, Seventeen, Twenty, Twenty-one, Twenty-three, Thirty-one and Thirty-two (3, 4, 5, 6, 8, 16, 17, 20, 21, 23, 31 & 32), Block Eighty-four (84);

Lots One to Thirty-two (1 to 32), Block Eighty-five (85);

Blocks Eighty-six and Eighty-seven (86 & 87);

Lots One to Thirty-two (1 to 32), Block Eighty-eight (88);

Lots Nine, Ten, Twenty-one, Twenty-five, Twenty-eight and Twenty-nine (9, 10, 21, 25, 28 & 29), Block Block Eighty-nine (89);

Lots Nine, Twelve, Thirteen, Twenty and Twenty-six (9, 12, 13, 20 & 26), Block Ninety (90);

Block Ninety-one (91);

Lots One, Two, Five, Eight, Nineteen, Twenty-three,

Twenty-six and Thirty-one (1, 2, 5, 8, 19, 23, 26 & 31), Block Ninety-two (92);

Lots Five, Eleven, Thirteen, Fourteen, Sixteen, Twenty, Twenty-four and Twenty-five (5, 11, 13, 14, 16, 20, 24 & 25), Block Ninety-three (93);

Lots One to Thirty-two (1 to 32), Block Ninety-four (94);

Lots Seven, Fourteen, Twenty-eight, Twenty-nine and Thirty (7, 14, 28, 29 & 30), Block Ninety-six (96);

Lots Ten, Twenty-one, Twenty-two, Twenty-three, Twenty-four and Twenty-nine (10, 21, 22, 23, 24 & 29), Block Ninety-seven (97);

Lots Two, Four, Eight, Twelve, Fifteen, Eighteen, Twenty-one and Twenty-two (2, 4, 8, 12, 15, 18, 21 & 22), Block Ninety-eight (98);

Lots Five, Nine, Thirteen, Fourteen, Nineteen, Twenty-eight and Thirty-two (5, 9, 13, 14, 19, 28 & 32), Block Ninety-nine (99);

Lots Thirteen, Nineteen, Twenty-one and Thirty-two, (13, 19, 21 & 32), Block One Hundred (100);

Lots One to Thirty-two (1 to 32), Block One Hundred and One (101);

Lots One to Thirty-two (1 to 32), Block One Hundred and Two (102);

Block marked "Spring Park";

Block One Hundred and Three (103);

Lots Two to Fourteen and Seventeen to Thirty-two (2 to 14 & 17 to 32), Block One Hundred and Four (104);

Lots One, Six to Sixteen, Twenty-six, Thirty-one and Thirty-two (1, 6 to 16, 26, 31 & 32), Block One Hundred and Five (105);

Lots One, Five, Six, Nine, Thirteen, Eighteen, Twenty-two and Twenty-three (1, 5, 6, 9, 13, 18, 22 & 23), Block One Hundred and Six (106);

Lots Five, Twelve, Sixteen, Nineteen and Thirty (5, 12, 16, 19 & 30), Block One Hundred and Seven (107);

Lots One, Five, Nineteen and Twenty (1, 5, 19 & 20), Block One Hundred and Eight (108);

Lots One, Two, Five, Six, Nine, Thirteen and Thirty-one (1, 2, 5, 6, 9, 13 & 31), Block One Hundred and Nine (109);

Lots Four, Ten, Twelve, Thirteen, Fourteen, Fifteen, Twenty-two, Twenty-six, Twenty-seven, Thirty-one and Thirty-two (4, 10, 12, 13, 14, 15, 22, 26, 27, 31 & 32), Block One Hundred and Ten (110);

Lots Two, Four, Five, Six, Eight, Ten, Fourteen, Fifteen, Sixteen, Twenty-five, Twenty-six, Twenty-nine and

Thirty (2, 4, 5, 6, 8, 10, 14, 15, 16, 25, 26, 29 & 30), Block One Hundred and Twelve (112);

Lots Four, Nine, Ten, Twelve, Thirteen, Fifteen, Twenty, Twenty-four, Twenty-nine and Thirty-two (4, 9, 10, 12, 13, 15, 20, 24, 29 & 32), Block One Hundred and Thirteen (113);

Block One Hundred and Fourteen (114);

Lots One, Ten, Eleven and Sixteen (1, 10, 11 & 16), Block One Hundred and Fifteen (115);

Lots One to Eighteen, Twenty-three and Twenty-nine to Thirty-two (1 to 18, 23 and 29 to 32), Block One Hundred and Sixteen (116);

Lots One to Thirty-two (1 to 32), Block One Hundred and Seventeen (117);

Lots One to Twenty-seven (1 to 27) Block One Hundred and Eighteen (118);

Block One Hundred and Nineteen and One Hundred and Twenty (119 & 120);

Lots One to Thirty-two (1 to 32), Block One Hundred and Twenty-one (121);

Lots Eight, Ten, Eleven, Twelve, Seventeen to Thirty-two (8, 10, 11, 12, 17 to 32), Block One Hundred and Twenty-two (122);

Lots One to Thirty-two (1 to 32), Block One Hundred and Twenty-three (123);

Lots One to Sixteen, Nineteen, Twenty-five, Twenty-nine and Thirty-two (1 to 16, 19, 25, 29 & 32), Block One Hundred and Twenty-four (124);

Lots Six, Ten, Twelve, Thirty-one and Thirty-two (6, 10, 12, 31 & 32), Block One Hundred and Twenty-five (125);

Lot Twenty-eight (28), Block One Hundred and Twenty-six (126);

Lots One, Two, Six, Eleven, Seventeen and Eighteen, (1, 2, 6, 11, 17 & 18), Block One Hundred and Twenty-seven (127);

Lots Nine, Fifteen, Nineteen, Twenty-one and Twenty-seven (9, 15, 19, 21 & 27), Block One Hundred and Twenty-eight (128);

Lots Eleven to Sixteen, Twenty-eight and Thirty-two (11 to 16, 28 & 32), Block One Hundred and Twenty-nine (129);

Lots Seven, Fourteen, Twenty-one, Twenty-four, Twenty-eight and Thirty (7, 14, 21, 24, 28 & 30), Block One Hundred and Thirty (130);

Lots One to Sixteen, Twenty-eight, Thirty and Thirty-two (1 to 16, 28, 30 & 32), Block One Hundred and Thirty-one (131);

Lots One to Thirty-two (1 to 32), Block One Hundred and Thirty-two (132);

Lots Eighteen, Twenty-one, Twenty-six, Twenty-nine, Thirty, Thirty-one and Thirty-two (18, 21, 26, 29, 30, 31 & 32), Block One Hundred and Thirty-three (133);

Lots One to Thirty-two (1 to 32), Block One Hundred and Thirty-four (134);

Lots Thirteen, Fourteen, Fifteen and Sixteen (13, 14, 15, & 16), Block One Hundred and Thirty-seven (137);

Lots Six, Nine, Thirteen to Thirty-two (6, 9, 13 to 32), Block One Hundred and Thirty-eight (138);

Lots Two, Five, Seven, Nine, Ten, Thirteen to Twenty-eight and Thirty-one (2, 5, 7, 9, 10, 13 to 28 & 31), Block One Hundred and Thirty-nine (139);

Lots One to Twelve, Fifteen to Twenty-one, Twenty-three to Twenty-eight, and Thirty to Thirty-three (1 to 12, 15 to 21, 23 to 28 & 30 to 33), Block One Hundred and Forty (140);

Lots Fifteen, Sixteen, Seventeen, Eighteen, Twenty-four, Twenty-seven, Thirty and Thirty-three (15, 16, 17, 18, 24, 27, 30 & 33), Block One Hundred and Forty-one (141);

Lots Five, Twelve, Fifteen, Sixteen, Seventeen, Eighteen, Twenty, Thirty-one and Thirty-two (5, 12, 15, 16, 17, 18, 20, 31 & 32), Block One Hundred and Forty-two (142);

Lots Two to Twelve, Fifteen, and Seventeen to Thirty-two (2 to 12, 15 & 17 to 32), Block One Hundred and Forty-three;

Lots One to Eighteen (1 to 18), Block One Hundred and Forty-four (144);

Lots Three, Four, Five, Fifteen, Sixteen, Eighteen, Twenty and Twenty-one (3, 4, 5, 15, 16, 18, 20 & 21), Block One Hundred and Forty-five (145);

Lots Three, Four, Seventeen and Eighteen (3, 4, 17 & 18), Block One Hundred and Forty-six (146);

Lots Two to Nineteen and Twenty-two to Thirty-three (2 to 19 & 22 to 33), Block One Hundred and Forty-seven (147);

Lots Three to Eight, Ten to Nineteen and Twenty-five to Thirty-three (3 to 8, 10 to 19 & 25 to 33), Block One Hundred and Forty-eight (148);

Lots One to Ten, Twelve, Fifteen, Twenty-one to Thirty-two (1 to 10, 12, 15, & 21 to 32), Block One Hundred and Forty-nine (149);

Lots One, Ten, Twelve, Seventeen, Eighteen, Nineteen, Twenty, Twenty-three, Twenty-eight and Thirty (1, 10, 12, 17, 18, 19, 20, 23, 28 and 30), Block One Hundred and Fifty (150);

Lots Two, Three, Four, Seventeen, Eighteen, Nineteen and Twenty (2, 3, 4, 17, 18, 19 & 20), Block One Hundred and Fifty-one (151);

Block One Hundred and Fifty-three (153);

Lots Five to Ten (5 to 10), Block One Hundred and Fifty-four (154);

Lots Nine, Ten, Eleven and Seventeen to Thirty-two (9, 10, 11 & 17 to 32), Block One Hundred and Fifty-five (155);

Lots Three, Ten and Twenty-seven (3, 10 & 27) Block One Hundred and Fifty-six (156);

Lots Ten, Twelve, Sixteen to Twenty-four and Thirty-one (10, 12, 16 to 24 & 31), Block One Hundred and Fifty-seven (157);

Lots One to Ten, Seventeen to Twenty-three and Twenty-seven (1 to 10, 17 to 23 & 27), Block One Hundred and Fifty-eight (158);

Lots One to Eleven, Fifteen to Twenty-two and Twenty-four and Thirty-one (1 to 11, 15 to 22, 24 & 31), Block One Hundred and Fifty-nine (159);

Lots One to Six, Fourteen, Seventeen, Eighteen, Nineteen, Twenty-five and Twenty-eight (1 to 6, 14, 17, 18, 19, 25 & 28), Block One Hundred and Sixty (160);

Lots Two, Three, Seven, Twelve, Eighteen, Twenty-one, Twenty-seven and Twenty-eight (2, 3, 7, 12, 18, 21 27 & 28), Block One Hundred and Sixty-two (162);

Lots Fifteen, Sixteen, Twenty, Twenty-five, Twenty-six, Twenty-eight and Twenty-nine (15, 16, 20, 25, 26, 28 & 29), Block One Hundred and Sixty-three (163);

Lots Twenty-one Twenty-two, Twenty-six and Thirty-one (21, 22, 26 & 31), Block One Hundred and Sixty-four (164);

Lots Seven, Eight, Fourteen, Seventeen, Twenty-five and Twenty-six (7, 8, 14, 17, 25 & 26), Block One Hundred and Sixty-five (165);

Lots Two, Eight, Eleven, Thirteen, Fourteen, Fifteen, Sixteen, Twenty, Twenty-one, Twenty-six, Twenty-seven, Twenty-nine and Thirty, (2, 8, 11, 13, 14, 15, 16, 20, 21, 26, 27, 29 & 30), Block One Hundred and Sixty-six (166);

Lots One to Thirty-two (1 to 32) Block One Hundred and Sixty-seven (167);

Lots Five, Six, Twenty-two to Twenty-eight (5, 6, & 22 to 28), Block One Hundred and Sixty-eight (168);

Lots One to Eight, Thirteen and Seventeen to Thirty-two (1 to 8, 13 & 17 to 32), Block One Hundred and Seventy-two (172);

Lots One, Seven, Eight, Seventeen, Twenty-one, Twenty-

four, Twenty-five, Twenty-seven and Twenty-nine to Thirty-two (1, 7, 8, 17, 21, 24, 25, 27, 29 to 32), Block One Hundred and Seventy-three (173);

Lots Six, Nine, Fifteen, Eighteen, Twenty-one, Twenty-two and Thirty (6, 9, 15, 18, 21, 22 & 30), Block One Hundred and Seventy-four (174);

Lots Eleven, Twelve, Fourteen, and Sixteen to Thirty-two (11, 12, 14 & 16 to 32), Block One Hundred and Seventy-five (175);

Lots One, Five, Seven, Eight, Twelve, Eighteen, Twenty-five and Twenty-seven (1, 5, 7, 8, 12, 18, 25 & 27), Block One Hundred and Seventy-six (176);

Lots Three, Six, Seven, Ten, Thirteen, Sixteen, Twenty and Twenty-one (3, 6, 7, 10, 13, 16, 20 & 21), Block One Hundred and Seventy-seven (177);

Lots One, Three, Four, Five, Six, Seven, Eight, Twelve, Thirteen and Fifteen (1, 3, 4, 5, 6, 7, 8, 12, 13 & 15) Block One Hundred and Seventy-nine (179);

Lots One, Six, and Nine to Sixteen (1, 6 & 9 to 16), Block One Hundred and Eighty (180);

Lots Five, Eleven, Fourteen and Sixteen (5, 11, 14 & 16), Block One Hundred and Eighty-one (181);

Lots One to Five, Seven and Thirteen to Sixteen (1 to 5, 7, & 13 to 16). Block One Hundred and Eighty-two (182);

Lots One and Five to Nine (1 & 5 to 9), Block One Hundred and Eighty-three (183);

Lots Nine, Ten, Twelve, Sixteen, Twenty-nine, Thirty and Thirty-one (9, 10, 12, 16, 29, 30 and 31), Block One Hundred and Eighty-four (184);

Lots One to Thirty-two (1 to 32), Block One Hundred and Eighty-five (185);

Blocks One Hundred and Eighty-six and One Hundred and Eighty-seven (186 & 187);

Lots One to Thirty-two (1 to 32), Block One Hundred and Eighty-eight (188);

Lots Three, Seventeen to Twenty-two, and Twenty-five (3, 17 to 22 & 25). Block One Hundred and Eighty-nine (189);

Lots Ten, Eleven, Fourteen, Fifteen and Sixteen (10, 11, 14, 15 & 16). Block One Hundred and Ninety (190);

Lots One and Five to Fifteen (1 & 5 to 15), Block One Hundred and Ninety-one (191);

Lots One to Eight and Eleven to Sixteen (1 to 8 & 11 to 16), Block One Hundred and Ninety-two (192);

Lots Two, Four, Six and Eight to Sixteen (2, 4, 6 & 8 to 16), Block One Hundred and Ninety-three (193);

Lots One, Seven and Sixteen (1, 7 & 16), Block One Hundred and Ninety-four (194);

Blocks One Hundred and Ninety-five and One Hundred and Ninety-six (195 & 196) ;

Lots Five, Seven, Eight, Ten, Twelve, Thirteen, Fifteen and Sixteen (5, 7, 8, 10, 12, 13, 15 & 16), Block One Hundred and Ninety-seven (197) ;

Lots One to Twelve (1 to 12), Block One Hundred and Ninety-eight (198) ;

Lots Two, Three and Nine to Sixteen (2, 3 & 9 to 16), Block One Hundred and Ninety-nine (199) ;

Lots One to Seven, Nine and Twelve to Sixteen (1 to 7, 9 & 12 to 16), Block Two Hundred (200) ;

Lots One to Sixteen (1 to 16), Block Two Hundred and One (201) ;

Lots One to Thirty-two (1 to 32), Block Two Hundred and Two (202) ;

Lots One to Thirty-two (1 to 32), Block Two Hundred and Three (203) ;

Blocks Two Hundred and Four and Two Hundred and Five (204 & 205) ;

Lots One to Thirty-two (1 to 32), Block Two Hundred and Six (206) ;

Lots One to Sixteen (1 to 16), Block Two Hundred and Seven (207) ;

Lots One, Two, Four, Six, Seven, Eight, Thirteen, Fifteen and Sixteen (1, 2, 4, 6, 7, 8, 13, 15 & 16), Block Two Hundred and Eight (208) ;

Lots Four, Five, Eight, Eleven and Fifteen (4, 5, 8, 11 & 15), Block Two Hundred and Nine (209) ;

Lots Two, Three, Five, Six, Nine and Fourteen to Sixteen (2, 3, 5, 6, 9 & 14 to 16), Block Two Hundred and Ten (210) ;

Lots One, Four, Five, Six, Eight and Nine (1, 4, 5, 6, 8 & 9), Block Two Hundred and Eleven (211) ;

Blocks Two Hundred and Twelve and Two Hundred and Thirteen (212 & 213) ;

Lots One to Eight and Fourteen to Sixteen (1 to 8 & 14 to 16), Block Two Hundred and Fourteen (214) ;

Lots Two, Three, Four, Five, Six, Seven and Nine to Sixteen (2, 3, 4, 5, 6, 7 & 9 to 16), Block Two Hundred and Fifteen (215) ;

Lots Four, Six, Eleven, Twelve, Thirteen, Fifteen and Sixteen (4, 6, 11, 12, 13, 15 & 16), Block Two Hundred and Sixteen (216) ;

Lots Seven, Nine, Ten, Twelve, Thirteen, Fourteen and Fifteen (7, 9, 10, 12, 13, 14 & 15), Block Two Hundred and Seventeen (217) ;

Lots Twelve to Sixteen (12 to 16), Block Two Hundred and Eighteen (218);

Blocks Two Hundred and Nineteen and Two Hundred and Twenty (219 & 220);

Lots One to Sixteen (1 to 16), Block Two Hundred and Twenty-one (221);

Lots One to Six, and Nine to Sixteen (1 to 6 & 9 to 16), Block Two Hundred and Twenty-two (222);

Block Two Hundred and Twenty-three (223);

Lots One to Twenty-two (1 to 22), Block Two Hundred and Twenty-four (224);

Lots One to Fourteen (1 to 14), Block Two Hundred and Twenty-five (225);

Lots One to Six (1 to 6), Block Two Hundred and Twenty-six (226);

Consisting of two thousand seven hundred and twenty-five (2725) lots, having a total frontage of 91,635 feet; thirty-three (33) parcels of bottom land, laid off into blocks or parts of blocks, but not into lots; and approximately two thousand five hundred (2500) acres of hill land, and being all the lots, parcels and tracts of land specifically described in and conveyed by that certain deed from Kanawha Banking & Trust Company, Trustee, and others to Kanawha City Company, dated May 1st, 1914, and recorded in the County Clerk's office of said Kanawha County in Deed Book —, page —, to which deed reference is here made for a further and fuller description of said lots, parcels and tracts of land.

It being understood that all that portion of the property hereinbefore conveyed, being for the most part the hill land of the Land Company, situate south of the county road running through and along the property, and containing about 2500 acres, is subject to an oil and gas lease dated May 1st, 1904, executed by the Kanawha Banking & Trust Company, Trustee, to L. C. McKim, and duly recorded or to be recorded; but all the right, title and interest of the Land Company in and under said lease, and in and to the demised property, is hereby granted.

Second: One hundred (100) shares (\$10,000 par value) of the capital stock of the Bridge Company now owned by the Land Company, and also all stock of the Bridge Company hereafter acquired by the Land Company.

TO HAVE AND TO HOLD, all and singular, the above mentioned property, together with the improvements and appurten-

ances as aforesaid, to the said Trustee, its successors and assigns forever;

IN TRUST, NEVERTHELESS, under the provisions hereinafter set forth for the use, benefit and security of all of the lawful holders of the bonds hereby secured, until all of the aforesaid bonds with the interest thereon shall have been paid, surrendered, and cancelled in accordance with the terms hereof.

It is expressly covenanted and agreed by and between the Companies, of the first part, and the Trustee, of the second part:

I.

All the bonds issued under and in pursuance of the terms of this mortgage or deed of trust shall be in all respects equally and ratably secured hereby upon the property hereinbefore described, without preference, priority or discrimination, on account of, or with reference to, the actual time or times of the issue of such bonds, or of any of them.

Upon the execution and delivery of this mortgage or deed of trust and the execution of the bonds hereby secured, the Trustee shall certify the same and hold them until they are sold and disposed of. Said bonds shall be sold under the direction of the Board of Directors of the Bridge Company. Upon delivery to the Trustee of a certified copy of a resolution of said Board of Directors, authorizing the sale of any amount, par value, of said bonds, specifying the price to be paid therefor and the vendee thereof, and upon the payment of such price to the Trustee, the Trustee shall deliver to the vendee, or upon his or its order, the specified amount of said bonds. The Trustee shall make a special deposit of all funds so received from the sale of said bonds, and pay the same out only for and toward the construction of the bridge and its approaches of the Bridge Company, and upon checks countersigned by the Bridge Company. Payments shall be made monthly upon requisitions signed by the President or Vice-President and Secretary of the Bridge Company, supported by the certificate of the engineer in charge of the construction of

said bridge and its approaches. Such requisition and engineer's certificate shall show that work amounting under the terms of the construction contract to the amount called for by the requisition, plus the amount of the percentage thereon retained under the contract until the completion of the contract has been done since the period covered by the last previous requisition and engineer's certificate. The Trustee may, but shall not be required, to verify any such requisition and certificate by examination of the books or work by accountants or engineers employed by it.

II.

The Companies shall keep at the office of the Trustee in the City of Charleston books in which the holder or holders of bonds may register the same. A certificate of such registry shall be endorsed upon any bond so registered, after which such bond shall be transferable only by the registered holder in person, or by attorney duly authorized, upon the books aforesaid; but the principal of such bond may again, at pleasure, be discharged from registry and its transferability by delivery be restored by transfer being made to bearer. The registry of the bond shall not affect the negotiability of the coupons by delivery.

III.

All notices to be given to the bondholders under the provisions of this mortgage or deed of trust shall be given by publication in a newspaper of general circulation in the City of Charleston, West Virginia, once a week for four (4) successive weeks.

IV.

If any bond or bonds of this issue shall be lost or destroyed, the Companies may, with the approval of the Trustee, on such terms as the Companies may reasonably impose, cause to be

issued and certified a new bond or bonds of like tenor and date, and bearing the same serial number or numbers as the lost or destroyed bond or bonds; any such new bond and the coupons attached thereto shall indicate by appropriate indorsement that it is a substitute bond and the sole and conclusive evidence to the Trustee of its duty to certify said new or "substitute" bond shall be certified copies of the resolutions of the Board of Directors of the Land Company and the Bridge Company, respectively, authorizing the issue of, and requesting the Trustee to certify said new or "substitute" bond.

V.

The Companies jointly and severally covenant to punctually pay, or cause to be paid, to every holder of any bond secured hereby, the principal and interest thereof, on the date, at the place and in the manner mentioned in said bond and in the coupons thereto belonging, according to the true intent and meaning thereof, without deduction from either principal or interest for any tax or taxes which said Companies, or either of them, may be required to pay, deduct or retain therefrom by or under any present or future law of the United States of America, or of any state, county, municipality or other governmental subdivision therein, the Companies, and each of them, agreeing to pay all such taxes. The coupons belonging to the said bonds, when paid, shall be forthwith cancelled.

VI.

Each of the Companies agrees to pay, or cause to be paid, seasonably, all taxes or assessments levied, assessed or imposed upon their respective charters and franchises and upon the property hereby conveyed or pledged belonging to each respectively, or any part thereof, and to exhibit to the Trustee, when required, receipts or vouchers establishing the fact of payment; but the Trustee shall not, except upon the request of the holders of a

majority in amount of the then outstanding bonds, be under obligation to require the production of such receipts or vouchers of payment by the Companies, or either of them, of such taxes or assessments.

VII.

The Companies jointly and severally covenant and agree to do and perform all matters and things necessary and expedient to be done or observed by reason of any law of the United States or of the State of West Virginia, or any other competent authority, for the purpose of securing and preserving unimpaired all franchises, rights and privileges necessary to the preservation, maintenance and use of the properties hereby conveyed, and creating, performing and maintaining the trust hereby created for the security and payment of the said bonds, and to perform all obligations hereby imposed upon the Companies, or either of them.

VIII.

Until default shall be made by said Companies, or either of them, in the payment of the principal or interest of the bonds hereby secured, or any of them, or in the performance of any of the covenants herein contained, each of the Companies shall have the right to possess, enjoy and use the property belonging to each, respectively, hereby conveyed or pledged, save and except the stock of the Bridge Company, and to receive and use the revenues, earnings and profits thereof as fully in all respects as if this indenture had not been made, except as hereinafter provided.

IX.

The Companies jointly and severally covenant and agree that all the proceeds of said bonds, or so much thereof as may be necessary, shall be applied to the construction of a bridge and

its approaches upon the property of the Bridge Company hereinbefore described and conveyed and across the Great Kanawha River, connecting Kanawha City with the City of Charleston, and that said bridge and approaches shall be sufficiently equipped and adequate for use by traffic of all kinds including street railway or interurban railway cars, excepting only ordinary railway locomotives and trains, and shall be fully built, completed and placed in operation free of all mechanics', materialmen's judgment or other liens, and in conformity to the laws of the United States and of West Virginia, and the regulations and requirements of the War Department of the United States, on or before the 1st day of July, 1915, and that thereafter until the bonds hereby secured and interest thereon are paid and satisfied the said bridge shall at all times be kept in good condition and repair.

X.

The Bridge Company by and with the consent of the Trustee may lease said bridge for such time and upon such terms and conditions, except as herein expressly provided, as the Trustee may approve, provided the Bridge Company shall contemporaneously assign or direct to be paid to the Trustee the rental to be paid thereunder. Such rental shall be payable in such installments as the Trustee may approve, and the amount payable in each year of the lease shall be at least sufficient to pay the interest upon the bonds hereby secured for such year, and also the taxes upon the Bridge Company and its property for such year, unless the Lessee shall assume the payment of such taxes. The Trustee shall evidence its consent to such lease by executing the same, but such lease and consent shall in no way affect the lien of this Mortgage or Deed of Trust upon the leased property, and such lease shall in all respects be subject to such lien. Any rental paid to the Trustee shall be applied by it to the payment of the interest upon the bonds hereby secured, and, if at the end of any year there shall be a surplus, it shall be applied to the expenses of executing this trust, or, if not required for such

purpose, it shall be paid into the sinking fund for the redemption of bonds hereinafter provided. There shall be no obligation upon the Trustee to demand the payment of any installment of rental or take any proceedings to enforce the payment thereof; its only obligation in respect thereto shall be to properly account for the same when paid.

The said bridge and its approaches, including the land of the Bridge Company hereby conveyed, may, if the companies be not in default hereunder, be sold and conveyed by the Bridge Company by and with the consent and approval of the Land Company and the Trustee, to be evidenced by their joining in an option or contract of sale, if any, and in the deed of conveyance, at such price and on such terms as shall seem best, considering all the facts and circumstances, including the enhancement in value of the remaining security for the bonds hereby secured. Or the Land Company, by and with the consent of the Trustee, may, if the Company be not in default hereunder, sell all or any part of the capital stock of the Bridge Company owned by the Land Company and pledged hereunder, at such price, and on such terms and conditions as may be approved by the Trustee, considering all facts and circumstances including the enhancement in value of any remaining security for the bonds hereby secured. The Trustee may evidence its consent and approval by joining in any option, contract of sale, transfer, or assignment, relating to such stock or any part thereof, given or executed by the Land Company. Any such option or contract of sale, and any such deed, transfer, or assignment, shall contain such provisions for the enhancement in value of such remaining security and for the protection of the bonds hereby secured as may seem best to the parties hereto. And the Trustee, joining in any such option or contract, may agree that it will release the lien of this Mortgage or Deed of Trust upon the said bridge, approaches and land or stock sold, as the case may be, when a deed, transfer, or assignment, as the case may be, shall be made pursuant to such option or contract. In case any option or preliminary contract of sale of the property or stock shall be made, possession of the

bridge property may be given the intending purchaser upon the execution of such option or contract, upon such terms as to surrender in case of default, and otherwise, as may seem best to the parties hereto. The Trustee, when any deed of conveyance, transfer, or assignment, as the case may be, is made pursuant hereto, shall release the lien of this mortgage or deed of trust as to the property or stock sold. And the Trustee shall be justified in consenting to and approving such sale, and agreeing to make or making such release, by the presentation to it of duly certified copies of resolutions of the board of directors of the companies, respectively, approving such sale and requesting such consent and approval and agreement to release or release by the Trustee. Deferred payments, if any, upon any such sale and conveyance shall be secured by a vendor's lien or an apt and proper mortgage or deed of trust upon the property sold, or a collateral pledge of the stock sold, as the case may be. All cash payments made, and all notes or other evidences of deferred payments received, in connection with any such option or contract of sale or deed, transfer, or assignment, and the proceeds thereof, shall be delivered to the Trustee, and be by it placed in or held for the sinking fund hereinafter provided for, to be applied to the redemption of the bonds secured hereby as hereinafter provided. The Trustee shall be authorized, in case of a foreclosure and sale under any such vendor's lien, or mortgage, or deed of trust or collateral pledge, to buy such bridge, approaches and land, or stock, at such sale, and the Companies jointly and severally covenant and agree to re-pay upon demand, to the Trustee any sums of money paid out or advanced by it hereunder for such purchase, and not repaid out of the proceeds of sale on account of the notes or other evidences of indebtedness held by it and secured upon said bridge and approaches, or stock, and the same shall be secured like other disbursements by the Trustee herein contemplated as a part of the first lien upon the property covered by this Mortgage or Deed of Trust. The bridge and its approaches, or stock, so purchased shall again become and be subject to the lien of this Mortgage or Deed of Trust as if such

sale had never been made. And the Trustee may, if it deems best for the security of the bonds hereby secured, consent to, and approve, the making of said Bridge free from collection of tolls for any period or in perpetuity as shall seem to it best, and take any steps and execute any papers necessary or expedient for such purpose, and in such case may release the lien of this Mortgage or Deed of Trust as to such bridge.

XI.

Whereas the Land Company has joined with said Bridge Company in the execution of said bonds and this deed of trust to raise funds for the building of a bridge across the Great Kanawha River, connecting Kanawha City with the City of Charleston, in order to more advantageously develop and sell its property for its corporate purposes as aforesaid, the Land Company may, by and with the consent of the Trustee, sell any or all of its property, in such lots, parcels or tracts as may be convenient, provided that it shall sell none of its bottom land which has been sub-divided into blocks and lots by streets and alleys, at less than Five Dollars (\$5.00) per front foot or, in the case of lots having different widths at front and back, per foot of the average width; and no parcel of bottom land not divided into lots and blocks shall be sold at less than a price estimated as equivalent to what the said parcel would bring at the said rate of \$5.00 per front foot, or \$5.00 per foot of average width, as the case may be, if so sub-divided; and no hill land shall be sold for less than Ten Dollars (\$10.00) per acre. The Trustee shall have the right to determine what constitutes bottom land and what hill land within the meaning of this provision. Such sales shall be made at such prices, subject to the minimum provisions above made, and on such terms as shall be approved by the Trustee, to be evidenced by its giving to the Land Company, or its officers or agents, special or general authority to make a sale or sales on such terms and conditions as it shall see fit, or by its joining in a deed of conveyance or in any option or contract for any such

sale, and the Trustee, giving any such authority, or joining in any such option or contract, may agree that it will release the lien of this mortgage or deed of trust upon any property sold, optioned, or agreed to be sold, when a deed shall be made pursuant to such authority, option or contract; and any option or contract of sale made hereunder may give the intending purchaser, upon the execution thereof, the right to possession upon such terms as to surrender in case of default and otherwise, as may seem best to the Trustee. When any deed of conveyance is made pursuant hereto, the Trustee shall release the lien of this mortgage or deed of trust as to the property sold, and deferred payments, if any, upon said land conveyed by such deed shall be secured by a vendor's lien or mortgage or deed of trust. And the Trustee shall be justified in giving any such special or general authority, or in consenting to and approving any such sale and agreeing to make or making such release, by the presentation to it of a duly certified copy of a resolution of the board of directors approving such sale and requesting such consent and approval and agreement to release or release by the Trustee, or prescribing general terms and provisions of sale, and requesting the Trustee to consent and approve, and execute all papers necessary, requisite or expedient, including any such special or general authority, in connection with any sale made pursuant to the provisions of such resolution by duly authorized officers or agents of the Land Company. From the proceeds of such sales payments shall be made into the sinking fund hereinafter provided, in the manner hereinafter provided.

And the Land Company, by and with the consent and approval of the Trustee, to be evidenced by its joining in a proper deed or contract, may exchange any of the land or interest in land subject to the lien of this Mortgage or Deed of Trust for other land or interest in land, when the land or interest in land received in such exchange with such additional consideration, if any, as may be received, shall be deemed by the Land Company and the Trustee of equal or greater value than the land or interest in land exchanged, and the exchange an advantageous one for the Land

Company and the bondholders hereunder, and the land or interest in land, received in such exchange, shall be subjected to the lien of this Mortgage or Deed of Trust and be subject thereto in all respects as if conveyed hereby, and the Trustee may release the lien of this Mortgage or Deed of Trust as to the land or interest in land so exchanged by the Land Company, upon assurance satisfactory to it that the land or interest in land received by the Land Company in such exchange has been, or will be, duly subjected to this Mortgage or Deed of Trust and the lien thereof.

Any additional consideration received by the Land Company in any such exchange shall, if cash or its equivalent, be treated as purchase money for land sold; and if other than cash or its equivalent, shall be subjected to the lien of this Mortgage. In the event of the sale of any of the property of the Companies, hereby conveyed, pursuant to any of the provisions of this Mortgage or Deed of Trust, the purchaser shall not be required to see to the application of the purchase money.

XII.

For the better security, redemption and payment of the bonds hereby secured a sinking fund to be applied by the Trustee to the redemption of said bonds shall be created.

The said sinking fund shall be created from the available proceeds, if any, of any lease of the said bridge and its approaches, as heretofore provided, from the proceeds of any option, contract of sale or sale of said bridge, and its approaches, or of stock of the Bridge Company, as hereinbefore provided, and from the sale of the lands of the Land Company.

From the sales of its lands the Land Company shall pay to the Trustee for the sinking fund, not less than Five Dollars (\$5.00) per front foot, or per foot of average width, or per estimated front foot of land not subdivided, as the case may be, for the bottom land, and not less than Ten Dollars (\$10.00 per acre for hill land and if the bottom land shall sell for more than Ten Dollars (\$10.00) per front foot, or per foot of average width, or

per estimated front foot of land not subdivided, as the case may be, or the hill land for more than Twenty Dollars (\$20.00) per acre, the Land Company shall pay one-half of the entire proceeds of such sales into such sinking fund. The Land Company shall pay to the Trustee at least one-half of the cash payment made for each lot or parcel of land sold, and shall deposit with and assign to the Trustee the notes or other evidences of indebtedness given for the deferred payments, and the balance due to the Trustee for the sinking fund, from the sale of each lot or parcel of land so sold, shall be paid from the first maturing notes or other evidences of indebtedness given for such lot or parcel of land, as they mature and are paid, and when such balance due the Trustee for the sinking fund shall have been fully paid, any remaining cash shall be paid to the Land Company, and the remainder of such notes or other evidences of indebtedness shall be reassigned without recourse and be returned by the Trustee to the Land Company; Provided, that the Trustee may, at its discretion, pay over to the Land Company not more than one-half ($\frac{1}{2}$) of the proceeds of any such note or other evidence of indebtedness, when sold or discounted, (when the cash realized and remaining notes in hand, received from the same transaction, shall in its judgment secure to the sinking fund the proper payment on account of such transaction), upon receiving evidence satisfactory to it that the same will be applied to the making of improvements upon, adjacent to, or in connection with, the mortgaged property, or some part thereof, and which will enhance the value thereof, or to the payment of an obligation or obligations previously incurred by the Land Company for such improvements; and provided further, that the Trustee, by and with the consent and approval of the Land Company, may discount or sell and assign, without recourse upon it, any note or other evidence of indebtedness (not including the bonds hereby secured) held by the Trustee hereunder before or after maturity, at such price and on such terms as shall seem best, and apply the proceeds thereof, as collections, made in due course upon such

notes or other evidences of indebtedness, are required to be applied hereunder.

In case of the foreclosure of any mortgage or deed of trust, or the enforcement of any vendor's lien, against any lot or parcel of land which has been sold under the provisions hereof, the Trustee shall have the right, but shall not be required, to purchase said lot or parcel of land at a price not exceeding the unpaid indebtedness to it for the sinking fund on account of the sale of such lot or parcel of land plus the costs of suit and sale, and in such case the property, when conveyed to the Trustee, shall again come under and be subject to the lien of this Mortgage or Deed of Trust as if it had never been sold. The Companies jointly and severally covenant and agree to repay, upon demand, to the Trustee any sums of money paid out or advanced by it hereunder for such purchase, and not repaid to it out of the proceeds of sale on account of the notes or other evidences of indebtedness held by it and secured upon the lot or parcel so purchased, and the same shall be secured like other disbursements by the Trustee herein contemplated as a part of the first lien upon the mortgaged premises and property.

The Companies or either of them may also make such other payments into the sinking fund as they, or either of them, shall see fit.

The Companies jointly and severally covenant and agree that the payments made by them into the sinking fund shall amount in the aggregate to at least Ten Thousand Dollars (\$10,000.00) in each year after the first year from the date hereof until the bonds hereby secured are fully paid and satisfied, whether such amount shall be derived from the sale of the property of the Land Company or the sale or rental of the property of the Bridge Company, as herein provided, or not, and they jointly and severally expressly covenant that they will pay such minimum amount to the Trustee for the sinking fund each year after the first year from the date hereof until the bonds hereby secured are fully paid and satisfied, such amount to be paid not later than May 20th of each year. No excess paid in any year, over

the Ten Thousand Dollars (\$10,000.00) required for such year, shall be credited against the required payment in any subsequent year.

The sinking fund shall be applied by said Trustee to the redemption of the bonds secured hereby in the following manner:

At least thirty (30) days prior to each interest payment date, the Trustee shall ascertain the amount of monies in the sinking fund applicable to the redemption of bonds, and at that time shall determine by lot the numbers of as many bonds as can be redeemed from said sinking fund; and said Trustee shall call the bonds so determined for payment at the next interest payment date, by notice published in a newspaper of general circulation in the City of Charleston, West Virginia, once a week for four (4) successive weeks immediately preceding the date of such payment; such notice shall give the numbers and amounts of said bonds (unless all outstanding bonds are called for payment) and the time and place of payment. Such bonds shall be redeemed at the price of One Hundred and One per cent (101%) and accrued interest. No interest shall be paid upon any bond so called for payment, for any time after the date for which it is so called, unless it shall have been duly presented for payment and not paid.

XIII.

If the Companies, or either of them shall make default in the payment of any interest on any bond secured hereby, or in any payment required hereunder to be made for the sinking fund, or in any other payment required hereunder to be made to the Trustee, when the same becomes due and payable, or fail in the performance of any of the other covenants herein contained, and said default or breach shall continue for a period of sixty (60) days; or if the Companies, or either of them, shall become insolvent or bankrupt, or go into liquidation, either voluntary or by order of a competent court, or make a general assignment for the benefit of creditors; or if any process, writ or execution be

enforced against the property of the Companies, or either of them or any part thereof, or be levied upon such property or any part thereof, and shall remain unsatisfied for the space of sixty (60) days; then and in any such event the Trustee may, and upon the written request of the holders of a majority in amount of the bonds hereby secured and then outstanding, shall by notice in writing delivered to each of the Companies, declare the principal of all the bonds hereby secured and then outstanding, to be due and payable immediately, and upon any such declaration the same shall become due and payable immediately. Provided that if, at any time after the principal of said bonds shall have been so declared due and payable, the payment or payments, on account of default in which such declaration of maturity shall have been made, with interest at the rate of six per cent per annum from the date when due, shall be paid, or if such declaration of maturity shall have been made on account of some other default or breach of covenant hereunder, if such default be cured, and in either case, if all sums which shall have become due hereunder to the bondholders or to the Trustee, including all expenses and disbursements incurred by the Trustee by reason of such default and declaration of maturity, shall have of the bonds hereby secured and then outstanding may at any time, prior to the sale of the mortgaged property and premises, by prior to the sale of the mortgaged property and premises, by written notice to the Companies and the Trustee waive such default and its consequences; but no such waiver shall extend to or affect any subsequent default or impair any right consequent thereon.

XIV.

In case default shall be made in the payment of any interest upon any bond secured hereby, or in any payment required hereunder to be made for the sinking fund, or in any other payment required hereunder to be made to the Trustee, when the same becomes due and payable, or in case there shall be any violation

of the covenants herein contained to be performed and kept by the Companies, or either of them, and any such default shall continue for the period of sixty (60) days, or in case default shall be made in the payment of any bond at maturity, the Trustee may, in its discretion, and shall, upon the request in writing of the holders of a majority of the outstanding bonds, and upon being indemnified to its satisfaction as hereinafter provided, take possession of the mortgaged property and premises, or any part thereof, and personally or by attorney manage and operate, or lease to others for use and operation, said property and premises, or any part or parts thereof, and receive all tolls, rents, income and profit therefrom until such time as the bonds and interest thereon are fully paid and satisfied.

The Trustee upon becoming entitled to take possession of the mortgaged property and premises, may, in its discretion, and shall, on the request in writing of the holders of a majority of the outstanding bonds, and upon being indemnified to its satisfaction as hereinafter provided, (a) sell and dispose of the property and premises hereby conveyed, at public auction or by private sale, in such lots or parcels, upon such notice, at such time or times and place or places, and upon such terms as it may deem best, and, upon receiving the price therefor, the Trustee shall execute to the purchaser or purchasers a good and sufficient deed or deeds of conveyance, and such sales and conveyances shall be forever a bar against the Companies and each of them, their successors and assigns, respectively, and all persons claiming under them or either of them, of all right, title, interest or claim in or to the premises, property, franchises and privileges so sold, and every part thereof, whether the Trustee is in possession thereof or not; and no purchaser shall be required to see to the application of the purchase money; or (b) the Trustee may proceed to enforce the rights of the bondholders hereunder and subject the mortgaged property and premises, or so much thereof as may be necessary, to sale for the satisfaction and payment of the bonds and interest thereon and the expense of executing the trust hereby created, by instituting and prosecuting in any Court of com-

petent jurisdiction such suit in equity or action at law, or other proceeding as, being advised by counsel, it shall deem most effectual for the purpose.

Provided that as often as the Trustee shall take possession of the mortgaged premises and property for any default hereunder, or advertise the same or any part thereof for sale, or as often as any suit may be instituted for the foreclosure and sale of the mortgaged property as hereinbefore provided, the Companies shall have the right, by and with the consent in writing of the holders of a majority of the bonds hereby secured then outstanding, at any time before all the mortgaged property and premises are sold, upon the payment of reasonable compensation to the Trustee, and all costs, fees, expenses and allowances, and all amounts due upon said bonds, whether for principal or interest, including interest at six per cent per annum on overdue installments of interest, and upon full compliance with all the covenants and agreements of the Companies and each of them herein contained, in respect of which there shall have been default, to have the possession of the mortgaged premises and property, or such part thereof as remains unsold, restored to the company entitled thereto and to have the said suit, if any, dismissed provided that any lease or sale, made by the Trustee, or under the decrees or orders of court in any such suit, and the interest of any such lessee or vendee shall not be affected; but upon the Companies or either of them becoming entitled to possession and control of any property so leased as against the Trustee, the rents, or a due proportion thereof, thereafter payable under such lease, shall be paid to such Company. No such restoration of possession, or dismissal of a suit, shall affect the right of the Trustee, or the holder or holders of any bonds or coupons to require the Trustee, to again take possession of the mortgaged property and premises, or to institute suit for foreclosure and sale, for any subsequent default upon the part of the Companies or either of them in the payment of the coupons or bonds, or otherwise, as hereinbefore provided.

It is understood and agreed that, while as between the Com-

panies the Bridge Company is principal and the Land Company surety as to the obligations hereby secured, as to the bondholders and the Trustee the obligations hereunder of the Companies are joint and several, and any suit or action in equity or at law, that may be properly brought by the Trustee hereunder or by any other person, may be instituted against either or both of the Companies, and to subject the property of either or both, and on any sale by the Trustee, or under any orders of court, or under any execution or other legal process, the mortgaged property or any part thereof may be sold in such order as may seem best for the interest of the bondholders to the Trustee or the Court or officer selling under such execution or other process, as the case may be, without regard to whether the same belongs to the Bridge Company or the Land Company, and without any obligation to first subject or exhaust the property of the Bridge Company or any part thereof.

XV.

In the event of the Trustee's taking possession of, or of any sale or sales of, the mortgaged property and premises, or any part thereof, under foreclosure proceedings, or otherwise, the proceeds, arising from such possession and use or operation or lease by the Trustee, or from such sale or sales, shall be applied, first, to the payment of all taxes and assessments and all costs, charges and expenses incurred in and about the execution of this trust, including reasonable compensation to the Trustee, and all costs of suit and sale, counsel fees, and other expenses incurred by the Trustee, and the residue thereof shall be applied to the payment of the bonds and interest coupons as follows:

First: To the equal and pro rata payment of all interest coupons due and remaining unpaid, and interest accrued after maturity of the coupon last previously due; over due coupons upon which default has been made to bear interest at the rate of six (6%) per cent per annum.

Second: To the equal and pro rata payment of the principal of all bonds remaining unpaid; and,

Third: Any surplus remaining shall be paid to the Companies jointly, their successors or assigns, to be divided between them as they see fit.

XVI.

The right of action under this indenture is vested exclusively in the Trustee, and under no circumstances shall any bondholder or any number of bondholders (including in this term any coupon holder or coupon holders) have any right to institute an action or other proceeding on or under this indenture, for the purpose of enforcing any remedy herein and hereby provided, or of foreclosing this mortgage, except in case of failure, after demand in writing made upon it, upon the part of the Trustee to perform its duty under this indenture.

XVII.

No remedy, herein conferred upon or reserved to the Trustee, or to the holders of bonds hereby secured, is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder, or now existing, or hereafter to exist, at law, or in equity, or by statute.

XVIII.

The person in whose name a bond shall be registered, shall, for all purposes of this Mortgage or Deed of Trust, be deemed and regarded as the owner thereof; and, thereafter, payment of, or on account of, the principal of such bond, shall be made only to or upon the order of such registered holder thereof, but such registration may be changed as above provided. All such payments so made shall be valid and effectual to satisfy and to

discharge the liability upon such bonds to the extent of the sum or sums so paid. The Companies and the Trustee may deem and treat the bearer of any bond not registered in the name of the owner, and the bearer of any coupon, as the absolute owner of such bond or coupon for the purpose of receiving payment thereof, and for all other purposes whatsoever, and neither the Companies nor the Trustee shall be affected by any notice to the contrary.

XIX.

Any request in writing or other instrument, provided by this Mortgage or Deed of Trust, to be signed or executed by bondholders, may be in any number of concurrent instruments of similar tenor and date, and may be signed or executed by such bondholders in person or by attorney in fact. Proof of the execution of any such request or other instrument and of the holding by any person of any of said bonds, transferable by delivery, shall be sufficient for any purpose of this Mortgage or Deed of Trust, if made in the following manner: The fact and date of the execution by any person of any such request or other instrument may be proved by the certificate of any Notary Public, or other officer authorized to take acknowledgements of deeds to be recorded in the State of West Virginia, that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness to such execution. The amount of bonds other than those registered in the name of the owner, held by any person executing any such request or other instrument as the holder of bonds, and the amounts and numbers of the bonds held by such person, and the date of his holding the same, may be proved by a certificate in writing, executed by any Trust Company, bank, bankers, or other depository, wherever situated, whose certificate shall be deemed by the Trustee to be satisfactory, showing that such person had on deposit with or exhibited to such depository the bonds described in such certificate at the date therein mentioned. The ownership of bonds registered

otherwise than to bearer may be proved by the registration books of such bonds provided for in Article II hereof. Such proof shall be conclusive in favor of the Trustee, with regard to any action suffered, or taken by it, under such request or other instrument.

XX.

The Trustee shall not be answerable for the default or misconduct of any agent or attorney appointed by it in pursuance hereof, if such agent or attorney shall have been selected with reasonable care; or for anything whatever, in connection with this trust, except willful misconduct or gross negligence after personal notice and distinct specification in writing from some person interested in the trust. The Trustee shall not be personally liable for any debts contracted by it, or for damages to persons or property injured, or for salaries or nonfulfillment of contracts, during any period, wherein the Trustee shall manage the trust property or premises upon entry or voluntary surrender as aforesaid; and the trust estate and property are hereby charged with a first lien in favor of the Trustee for its security and indemnification against any such liability, and against every liability of any kind which it may incur hereunder, as well as for compensation for its services and reimbursement of all its expenses hereunder with interest. The Trustee shall not be under any obligation to take any action towards the execution or enforcement of the trusts hereby created, which in its opinion shall be likely to involve it in expense or liability, unless one or more of the holders of the bonds hereby secured shall, as often as required by the Trustee, furnish it reasonable indemnity against such expense or liability; nor shall the Trustee be required to take notice of any default hereunder, unless notified in writing of such default by the holders of at least five per cent. in amount of the bonds hereby secured and then outstanding, or to take any action in respect of any default, unless requested to take such action in respect thereof by a writing signed by the holders of

not less than one-fourth in amount of the bonds hereby secured, then outstanding, and unless tendered reasonable indemnity as aforesaid; anything herein contained to the contrary notwithstanding; but neither any such notice, or request, nor this provision therefor, shall affect any discretion herein elsewhere given to the Trustee to determine whether or not it shall take action in respect of such default or to take action without such request. The Trustee shall not be responsible for the recording of this Mortgage or Deed of Trust, or of any supplement hereto, or of any conveyance, or transfer of further assurance, and shall not be required to file this Mortgage or Deed of Trust, or any such conveyance, or transfer, as a chattel mortgage, or to see that notice of the lien or provisions hereof or thereof is given to any person; all of which the Companies covenant and agree to see to and perform, so far as may be necessary to make this Mortgage or Deed of Trust and all such conveyances and transfers good and valid liens upon the property respectively covered thereby against all persons whomsoever.

Until notified to the contrary in writing by the owners of five per cent. in amount of the bonds at any time outstanding hereunder, distinctly specifying the default desired to be brought to the attention of the Trustee, the Trustee may for all purposes conclusively assume that the Companies are not in default hereunder.

The Trustee may advise with legal counsel, and the opinion of counsel shall be full protection and justification to the Trustee for anything suffered or done by it in good faith and in accordance with such opinion.

The Trustee shall be entitled to reasonable compensation for all services rendered by it in the execution of the trusts hereby created, and the Companies jointly and severally covenant and agree that from time to time they will pay such compensation to the Trustee and reimburse it for all liabilities, disbursements and expenses (with interest at the rate of six per cent (6%) per annum) which it may have incurred hereunder; and the charges and expenses of the Trustee and all liabilities by it incurred shall

be secured by the lien of this Mortgage or Deed of Trust; and if the Companies shall fail, neglect or delay to pay the same promptly, they shall be paid from and out of the trust estate and mortgaged property and premises, prior to any payment therefrom of or on account of any of the bonds, coupons or claims for interest thereby secured.

The Trustee shall be under no obligation to enter any appearance, or in any way defend in any suit in which it may be made defendant, or do anything whatever as Trustee until it shall be requested so to do by one or more bondholders and shall be indemnified to its satisfaction from any and all costs and expenses, outlays and counsel fees and other reasonable disbursements, and from all possible claims for damages for which it may become liable or responsible on proceeding to carry out such request or demand. The Trustee may, nevertheless, begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as Trustee, without indemnity, and in such case its shall be compensated therefor from the trust fund.

The Trustee shall be under no obligation to recognize any person as holder or owner of any bonds or coupons secured hereby, or to do or refrain from doing any act pursuant to the request or demand of any person, until such supposed holder or owner shall produce the said bonds or coupons and deposit the same with Trustee.

It shall not be any part of the duty of the Trustee to effect insurance against fire or other damage on any portion of the mortgaged property, or to renew any policy of insurance, or to see that such insurance is taken out or renewed, or to keep itself informed or advised as to the payment of any taxes or assessments or to require such payment to be made; and, any law of any State or of the United States to the contrary, notwithstanding the Trustee shall be under no obligation of any kind whatever to pay any taxes on the mortgaged property or the mortgage debt or the lien hereby created, or any other tax of any kind, nor shall it be liable because of the nonpayment of any tax of any sort or description.

In any case not otherwise provided for, if at any time it shall be necessary or proper for the Trustee to make any investigation respecting any facts, preparatory to taking or not taking any action, or doing or not doing anything as such Trustee, the certificate of the Mortgagor Company concerned in the matter under its corporate seal, attested by the signature of its President or Vice-President, and the affidavit of one or more Directors, shall be conclusive evidence of such facts to protect the Trustee in any action that it may take by reason of the supposed existence of such facts.

And, except as hereinbefore expressly provided, such certificate, attested as aforesaid, and such affidavit shall be conclusive evidence for the protection of the Trustee of any request, demand or consent made or given by either Mortgagor Company, but the Trustee may require further evidence.

All recitals, statements of facts and representations herein contained are made on behalf of the Companies, and the Trustee assumes no responsibility as to the correctness of the same; nor is the Trustee to be understood as making any representations as to the character, extent or value of the above-described property, or as to the title thereto.

The Trustee shall be protected in acting upon any notice, request, consent, certificate, or other paper or document, believed by it to be genuine and to be signed by a proper officer of either of the Companies, or by the proper person to sign such paper in any particular case.

XXI.

The Trustee, or any Trustee hereafter appointed, may resign and be discharged of the trusts created by this Mortgage or Deed of Trust, by giving notice thereof to the Companies and to the bondholders by publication, as provided in Article III hereof, and by due execution, if requested, of the conveyance or other instrument hereinafter provided for in this Article.

The Trustee may be removed at any time by an instrument in

writing under the hands of three-quarters in amount of the holders of the bonds hereby secured and then outstanding.

In case at any time the said Central Trust Company, or any Trustee hereafter appointed, shall resign or be removed, or otherwise become incapable of acting, a successor or successors may be appointed by the holders of a majority in amount of the bonds hereby secured and then outstanding, by an instrument, or concurrent instruments, signed by such bondholders or their attorneys in fact duly authorized; provided, nevertheless, and it is hereby agreed and declared that, in case at any time there shall be a vacancy in the office of Trustee hereunder, the Companies, by an instrument executed by order of their respective Boards of Directors, may appoint a Trustee to fill such vacancy until a new Trustee shall be appointed by the bondholders as herein authorized. The Companies shall thereupon give notice of such appointment by publication as provided in Article III hereof; and any new Trustee so appointed by the Companies shall immediately and without further act be superseded by a Trustee, appointed in the manner above provided by the holders of a majority in amount of the bonds hereby secured, prior to the expiration of six months after the completion of the publication of such notice. Every such Trustee, appointed in place of the Central Trust Company or its successors in the trust, shall always be a Trust Company in good standing, and having a capital, surplus and undivided profits aggregating at least \$250,000, if there be such a Trust Company willing and able to accept the trust upon reasonable or customary terms.

Any such new Trustee, appointed hereunder, shall execute, acknowledge and deliver to the Trustee last in office and also to the Companies an instrument accepting such appointment hereunder and thereupon such new Trustee without any further act, deed or conveyance shall become vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessors in the trust hereunder with like effect as if originally named as Trustee herein; but the Trustee ceasing to act shall, nevertheless, on the written request of the new Trustee, and at

the cost and expense of the Companies, execute and deliver an instrument transferring to such new Trustee, upon the trusts herein expressed, all the estates, properties, rights, powers and trusts of the Trustee so resigning or removed and shall duly assign, transfer and deliver any property and moneys held by such Trustee to the new Trustee so appointed in its place; provided, however, that there shall be first paid to the Trustee so resigning or removed all amounts due or owing to it hereunder and whether for its compensation, expenses or otherwise.

Should any deed, conveyance or instrument in writing from the Companies or either of them be required by any new Trustee for more fully and certainly vesting in and confirming to such new Trustee such estates, rights, powers and duties, any and all such deeds, conveyances and instruments in writing shall on request be made, executed, acknowledged and delivered by it.

XXII.

The word "Trustee" and the words "party of the second part", wherever used in this Mortgage or Deed of Trust, shall be construed to mean the Trustee for the time being, whether original, successor or substitute; and all references to the parties of the first and second parts shall include the successors and assigns of the said parties respectively.

Any Company into which the Trustee may be merged or with which it may be consolidated, or any company resulting from any merger or consolidation to which the Trustee shall be a party, shall be the successor to the Trustee hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

XXIII.

The Companies shall and will make, execute and deliver to the Trustee all such further deeds, instruments and assurances as

may from time to time be necessary; or as the Trustee may be advised by counsel learned in the law to be necessary, for better securing to the Trustee the premises hereby conveyed and for carrying out the objects and purposes of this Mortgage or Deed of Trust.

XXIV.

Upon the payment of the principal and interest of all the bonds hereby secured, and the observance and performance of all the covenants and agreements herein contained to be by the Companies observed or performed, the estate hereby granted to the Trustee shall be void; and the title to all the real and personal property hereby granted, both in law and equity, shall revert to and re-vest in the companies, respectively, to each the property, or the unsold and undisposed residue thereof, granted by it, without any acknowledgment of satisfaction, reconveyance, surrender, re-entry, or any other act. But the Trustee will, in such case, upon reasonable request of the companies and at their cost and charge, release, satisfy and discharge this Mortgage or Deed of Trust of record, or convey all and singular the said premises, property and effects to the companies, as it, or they, or a court of competent jurisdiction, shall direct.

The possession by the companies of all the bonds which may have been issued under this Mortgage or Deed of Trust may be received by the Trustee as sufficient proof that the principal and interest of all the bonds hereby secured have been paid, and shall justify the Trustee in executing and delivering a release, satisfaction and discharge of this Mortgage or Deed of Trust and a reconveyance of the mortgaged premises; but if the Trustee sees fit it may require further proof of the payment of said principal or interest or both.

XXV.

The Trustee may cause to be transferred into its name or into the name of its nominee or nominees, any or all shares of stock

of the Bridge Company, the certificates of which shall at any time be pledged with or delivered to it hereunder. The Trustee may do whatever may be necessary for the purpose of maintaining, preserving, renewing or extending the corporate existence of the Bridge Company, and for such purpose, from time to time, may sell, assign, transfer and deliver so many shares of such stock as may be necessary to qualify persons to act as directors thereof, or in any other official relation to such corporation. The Trustee may likewise in its discretion protect the property of the Bridge Company by the institution of, or the joining in, judicial proceedings, or by joining in any reorganization of such property or the Bridge Company owning the same, or in any other manner that to the Trustee shall seem wise and proper. Whenever the Land Company, not being in default under the terms hereof, shall in writing so request (which request shall state that the Land Company has no shares for that purpose under its control other than shares held under this Mortgage or Deed of Trust), the Trustee shall transfer to persons designated by the Land Company a sufficient number of shares, then held by the Trustee hereunder, to qualify such persons to act as Directors or in any official relation to the Bridge Company; provided, however, that under this provision not more than ten (10) shares of such qualifying stock shall be outstanding at any time; and in every such case, the Trustee shall make such arrangements as it shall deem proper or necessary for the protection of the trusts hereby created in respect to the shares so assigned.

While the companies are in possession of the mortgaged premises, and unless it shall have made and be in default in the payment of any interest on any of the bonds hereby secured, or in the payment of the principal thereof, or in the due observance or performance of any other covenant or condition in this Mortgage or Deed of Trust required to be kept or performed by the companies (a), the Land Company shall be entitled to receive the dividends on all shares of the Bridge Company subject to the lien of this Mortgage or Deed of Trust, (b), the Land Company shall have the right to vote all the shares of stock of the

Bridge Company for all purposes not contrary to the provisions of this Article or the covenants of the Companies in this Mortgage or Deed of Trust contained, or otherwise inconsistent with the provisions or purposes of this Mortgage or Deed of Trust, with the same force and effect as though such shares were not subject to this Mortgage or Deed of Trust; and, from time to time, upon written demand of the Land Company the Trustee shall execute and deliver or cause to be executed and delivered to the Land Company, or to its nominees, suitable powers of attorney or proxies to vote upon any such shares of stock; and any proxy, given pursuant to the foregoing provision may contain such provision as the Trustee deem advisable, limiting or defining the purposes or measures for which the holder of such proxy shall have the right to vote.

And the Companies jointly and severally covenant and agree that until the bonds secured hereby are fully paid and satisfied, the outstanding capital stock of the Bridge Company shall not be increased, unless all of such increase shall be taken by and issued to the Land Company and be at once transferred by it to the Trustee to be held by it as the stock of the Bridge Company already hereby pledged.

XXVI.

The Bridge Company covenants that it will WARRANT GENERALLY the property hereby conveyed by it; that said property is free from encumbrances; that the Trustee shall have quiet possession of the same, and that it will execute such further assurances of the said property as may be requisite.

And the Land Company covenants that it will WARRANT GENERALLY the property hereby conveyed by it; that said property is free from encumbrances; that the Trustee shall have quiet possession of the same, and that it will execute such further assurances of the said property as may be requisite.

IN WITNESS WHEREOF, the Kanawha City Bridge Com-

pany has caused its corporate name to be signed by H. B. Lewis, its President, and its corporate seal to be hereto affixed; the Kanawha City Company has caused its corporate name to be signed by W. G. MacCorkle, its President, and its corporate seal to be hereto affixed; and the Central Trust Company has caused its corporate name to be signed by John L. Dickinson, its President, and its corporate seal to be hereto affixed.

[SEAL] KANAWHA CITY BRIDGE COMPANY,
By H. B. LEWIS,
President.

Attest:

GEO. E. SUTHERLAND,
Secretary.

[SEAL] KANAWHA CITY COMPANY,
By W. G. MACCORKLE,
President.

Attest:

T. S. CLARK,
Secretary.

[SEAL] CENTRAL TRUST COMPANY,
By JNO. L. DICKINSON,
President.

Attest:

EDWARD M. BURDETTE,
Secretary.

STATE OF WEST VIRGINIA,

COUNTY OF KANAWHA, TO-WIT:

I, W. R. Fletcher, a Notary of the said County of Kanawha, DO CERTIFY that H. B. LEWIS personally appeared before me in my said county, and, being duly sworn, did depose and say that he is the President of the Kanawha City Bridge Company, one of the corporations described in the foregoing writing bearing date the 1st day of July, 1914, authorized by said Corporation to execute and acknowledge deeds and other writings of said

corporation, and that the seal affixed to said writing is the corporate seal of said corporation, and that said writing was signed and sealed by him in behalf of said corporation, by its authority duly given. And the said H. B. LEWIS acknowledged the said writing to be the act and deed of said corporation.

Given under my hand this 30th day of July, 1914.

My commission expires on the 8 day of May, 1924.

(Signed) W. R. FLETCHER,

Notary Public.

STATE OF WEST VIRGINIA,

COUNTY OF KANAWHA, TO-WIT:

I, W. R. Fletcher, a Notary of the said County of Kanawha, DO CERTIFY that W. G. MacCORKLE personally appeared before me in my said County, and, being duly sworn, did depose and say that he is the President of the Kanawha City Company, one of the corporations described in the foregoing writing bearing date the 1st day of July, 1914, authorized by said corporation to execute and acknowledge deeds and other writings of said corporation, and that the seal affixed to said writing is the corporate seal of said corporation, and that said writing was signed and sealed by him in behalf of said corporation, by its authority duly given. And the said W. G. MacCORKLE acknowledged the said writing to be the act and deed of said corporation.

Given under my hand this 30th day of July, 1914.

My commission expires on the 8 day of May, 1924.

(Signed) W. R. FLETCHER,

Notary Public.

STATE OF WEST VIRGINIA,

COUNTY OF KANAWHA, TO-WIT:

I, C. Quarles, a Notary of the said County of Kanawha, DO CERTIFY that JOHN L. DICKINSON personally appeared before me in my said county, and, being duly sworn, did depose and say that he is the President of the Central Trust Company, one of the corporations described in the foregoing writing bear-

ing date the 1st day of July, 1914, authorized by said corporation to execute and acknowledge deeds and other writings of said corporation, and that the seal affixed to said writing is the corporate seal of said corporation, and that said writing was signed and sealed by him in behalf of said corporation, by its authority duly given. And the said JOHN L. DICKINSON acknowledged the said writing to be the act and deed of said corporation.

Given under my hand this 31st day of July, 1914.

My Commission expires on the 9th day of March, 1917.

(Signed) C. QUARLES,

Notary Public.

