paid for rent when paid and accepted in trust for the purposes hereinafter mentioned, that nothing herein contained shall be held to affect such provision or require payment of such rent to the said trustee personally, but rather that such deposit shall not be conclusive upon the said trustee as to amount and time of payment; And Whereas, said lease provides or will provide, that the rental when so deposited, shall be applied to the payment of the interest on the bonds of the Railway Company going to make the sum of $22664. per mile of railway so worked and equipped exclusive of stock, but inclusive of the bonds issued under and secured by said Mortgage at their par value and that if any surplus thereafter remain such surplus be applied, subject to the payment of certain debts of said Railway Company other than its mortgage bonds, until such debts shall be fully paid and thereafter to the redemption and cancellation of the bonds, in manner in said lease provided or to be provided; And Whereas the said Mortgage or deed of trust securing said bonds doth not provide for the redemption or cancellation of said bonds or any thereof prior to their maturity except by purchase thereof out of certain moneys arising from the sale of lands mentioned in said deed of trust or Mortgage, and not from any tolls, incomes, rents, issues and profits of the railroad hereto constructed and operated by the said Railway Company; Now, the power is hereby expressly reserved and vested in the said trustee, in case at any time hereafter the said Railway Company shall desire to alter, amend or modify the terms and conditions of said lease in respect of the application of said surplus rental to the redemption and cancellation of said bonds, without the consent of the holders thereof, to consent to the annulling, altering or modifying of said last mentioned terms and conditions if said trustee shall in its own discretion deem it to be for the interests of said bondholders; And the said Railway Company hereby covenants and agrees not to alter or modify the said lease, or any of its terms or conditions or stipulations to be so, without the consent of said trustee in writing first had and obtained. And it is further covenanted and agreed that the words "the trustee" or "said trustee" as used in these presents, and "Whenever" used shall be construed to mean the trustee under said Mortgage for the time being, whether he be the person hereinbefore named or a successor trustee; and whenever the vacancies existing or any one thereof shall be hereafter filled, to include the trustee or trustees appointed to fill such vacancy or vacancies and whenever a vacancy or vacancies shall again occur or exist to mean the surviving or continuing trustee or trustees and trustee; that the covenants and agreements in these presents contained and the rights and powers herein granted and conferred, shall be exercised by whomsoever shall ~~[illegible]~~ be the trustee or trustees under said deed of trust or Mortgage whether there be one trustee or several trustees; And all the covenants and agreements relating to the powers and rights of the trustee or trustees thereunder and the exercise thereof in said deed of trust and especially in Article fourteen thereof, contained, shall with equal force and effect apply to the trust powers and rights hereby created and the exercise thereof by the trustee or trustees for the time being.

In Witness Whereof the said party of the first part said Railway Company hath caused its corporate seal to be affixed, and the same to be attested by the signatures of its President and Secretary respectively to twelve several counterparts of these presents (which shall constitute but one instrument) the day and year first above written.

Signed, sealed and delivered in the presence of

Leo Simmons

Attest Wm Wagner Secretary

Corporate Seal

The Denver and Rio Grande Railway Company

By Wm J Palmer President

State of Colorado }
County of El Paso } ss. Be it remembered that on this 30th day of November Anno Domini one thousand eight hundred and seventy-eight, before me the undersigned a Notary Public in & for El Paso County in the State of Colorado duly commissioned and qualified to take the acknowledgement of deeds &c, personally appeared William J Palmer President and William Wagner Secretary of the Denver and Rio Grande Railway Company to me personally known to be the identical persons who executed the annexed instrument and they in due form of law severally acknowledged that they signed, sealed and delivered the said instrument as the free and voluntary act and deed of the Denver and Rio Grande Railway Company pursuant to a resolution of its Board of Directors for the uses and purposes therein set forth.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

The Word "to" inserted in the 36th line second page. The word "and" changed to "bonds" in 36th line third page. The letter "L" inserted in the word "lease" in the 30th line of fourth page before execution.

Leo Simmons
Notary Public

Notarial Seal

| Letters of Administration To Charles Hallowell Admr of Estate of Leonard L Thorne Filed December 4th 1878 at 11½ o'clock A M Dorsey Scrivener Recorder | Letters of Administration: State of Colorado } ss. El Paso County } The People of the State of Colorado to all to whom these presents shall come Greeting: Know Ye That Whereas Leonard L Thorne late of the Town of Washington and State of Illinois died on or about the First day of March A.D. 1875 leaving at the time of his decease personal property in this state which may be lost, destroyed or diminished in value, if speedy care is not taken of the same, Do hereby that the said property may be collected and preserved for those who shall appear to have a legal right or interest therein, we do hereby appoint Charles Hallowell of the County of El Paso and State of Colorado administrator with Will annexed of all and singular the goods and chattels rights and credits which were of the said Leonard L Thorne at the time of his decease; with full power and authority to receive and take all the said property and debts, wherever the same may be found in this State and in general to do and perform all other acts which now are or hereafter may be required of him by law.

Witness E A Colburn Judge of the County Court in and for the said County of El Paso at his office in Colorado Springs this 30th day of November A.D. 1878. and the seal of said Court hereunto affixed.

E A Colburn
Judge of the County Court

Official Seal |