

And the said party of the first part hereby covenants and agrees to and with the said parties of the second part and the survivor of them and his successors to sell and fully pay the said sum of money mentioned in the said bonds to be paid respectively together with the interest thereon according to the conditions thereof and that in case default shall be made in the payment of the interest when any of the said bonds or any part thereof, on any day when the same shall have been lawfully demanded and shall remain in arrear ninety days thereafter that then and thereupon the principal of the said or bond, so demanded and secured hereby shall forthwith become and be immediately due and payable so that the lien thereof may be at once enforced, any thing herein or in the said bonds contained to the contrary notwithstanding.

And it shall and may be lawful, and the said parties of the second part and hereby expressly authorized and empowered in such case, so far as authorized by the laws in force in Florida to enter upon and take possession of all and singular the said railway and the premises and appurtenances thereto or intended so to be, and through the agency of such persons or persons as may from time to time be appointed by their part collect and receive the tolls, incomes and profits of the said railway hereby conveyed for the purpose of the security aforesaid.

This indenture further witnesseth that said party of the first part shall and it hereby covenants and agrees to pay bear and discharge any and all taxes, charges, rates, levies, and assessments ordinary and extraordinary, general, special and local or special upon the premises or property hereby conveyed and appurtenances or intended so to be, or on any part thereof whether the same be imposed by the Federal or State Government, or by any municipal or other authority and shall at its own proper cost and expense do all things necessary to be done to prevent and keep intact the lien hereby created.

And this said party of the first part for itself its successors and assigns does hereby covenant and agree to and with said parties of the second part, their heirs, executors and administrators and successors and assigns to make execute, acknowledge and deliver and cause to be made, executed, acknowledged and delivered all and singular such further and other deeds, instruments, provisions and obligations and to do and perform all and every such further and other deed, act, matter and thing, as shall hereafter from time to time be necessary or as the said trustees or as holders of the bonds intended to be required hereby or their assigns, legatees in the same shall reasonably advise, demand or require for the better effecting the objects and purposes of their presents, and of vesting in the said parties of the second part their heirs executors and administrators or any successors or successors in the trusts aforesaid, the said land and the premises and property herein expressed to be conveyed or intended so to be.

In witness whereof the said party of the first part has hereunto affixed its corporate seal and caused the same to be attested by the Chairman of its President and Secretary and the parties of the second part have hereunto affixed their hands and seals this day and year first above written.

(Seal)

Samuel H. Pitzer, President
William B. Dawson, Secretary