

of said premises, or any part thereof, by the parties of the first part. The party of the second part covenants and agrees that it will forever indemnify and save harmless the said A. Marcus, Charles S. Fairchild and Charles C. Beaman, and each of them, and their and each of their respective heirs, executors and administrators, from and against all costs, expenses, liabilities and charges whatsoever resulting from the purchase or ownership of said railroads, franchises and property, or from the conveyance and transfer thereof, or from the execution of this instrument or incurred or which may be incurred by them by reason of the purchase of said railroads, franchises and property at said sales thereof, or by reason of any acts done or suffered to be done or omitted to be done by them as such purchasers or owners. This conveyance, sale and transfer of said railroads, franchises and property is made subject to the performance of the party of the second part of the foregoing covenants and the same were made a charge upon such railroads, franchises and property prior to the said mortgage to be executed by the party of the second part, or to any other lien created by the party of the second part thereon.

(It is further covenanted and agreed by and between the respective parties hereto that no covenant on the part of the parties of the first part is to be implied from this deed except that the said parties of the first part have not made any prior conveyance of the said railroads franchises, property, or any part thereof.

In order to expedite the recording of this deed twenty-five uniform originals thereof have been simultaneously executed, acknowledged and delivered and it is hereby declared that each of said instruments shall be deemed to be an original and that all together shall constitute but one and the same instrument.

In witness whereof, the said parties of the first part have hereunto set their hands and seals, and the said party of the second part has caused these presents to be signed in its corporate name by its president, and its