so as to prevent any possible default on part of said Company.
Secondly. To the payment, as a second class of debts herein provided for of the respective claims of all those creditors of said Company who shall within sixty days from the date of this deed, consent and agree in writing to receive payment of their several and respective claims, with the interest thereon at such time or times when the said trustees or the survivors or survivor of them may be ready and prepared to pay the same upon the understanding nevertheless that such payments shall be made, in fact, on or before the 31st day of December 1858
Thirdly. To the payment in full of all other creditors of the said Company other than the holders of said $167 bonds provided that such other creditors shall not be paid, in whole or in part until the debts of the said Company composing the first class and also the said debts of said Company composing the second class shall have been fully satisfied and paid.
And for as much as the creditors or some of the creditors, whose debts are mentioned in said schedule No. 1. may desire to realize the amounts due to them respectively, before the said trustees shall have received sufficient fund for payment of the same, and may assign and otherwise dispose of their respective claims to some other person or persons, or the said trustees or some one or more of them may be willing to advance funds for payment of the same, before the actual receipt of sufficient trust funds. Now it is hereby declared to be the true intent and meaning of this deed and the object of trusts thereof, in this behalf that the respective debts mentioned in said Schedule No. 1 are intended to be secured as preferred debts and shall be paid as such, with interest, to the persons respectively who may be entitled to the same at the time the said trustees, or the survivors or survivor of them, shall be prepared to pay the same.
And forasmuch, also it may happen that the said trustees or the survivors or survivor of them as the case may be may not be in the receipt of sufficient trust funds to pay the interest to accrue as aforesaid on the said $167 Bonds; and the said trustees or the survivors or survivor of them, as the case may be, may be willing to advance the amount that may be necessary to make such payments in anticipation of the actual receipt of trust funds, so as effectually to prevent any default on the part of said company in this behalf.
Now it is hereby further declared to be the intention and meaning of this deed, that in case of such advance of funds, for the said last mentioned purpose, by the said trustees, or by the survivors or survivor of them, the

person or persons so making such advance shall stand as to the amount or amounts so paid by substitution, in the stead and place of the respective bondholders, and shall be subrogated to the right of payment in like manner out of the trust funds when received.
And it is further hereby declared to be the true intent and meaning of these presents that whenever and as soon as the said debts hereby intended to be provided for, shall have been fully satisfied and paid, either from the avails of the property hereby conveyed and assigned, or by the Company from its receipts, in the future prosecution of its business, or otherwise, that the said trustees, parties hereto of the second part or the survivors or of survivor of them, as the case may be, or the heirs, executors and administrators of such survivor, shall and will re-convey and re-transfer to the said Company all the remaining property hereby conveyed in trust, and the remaining avails of whatever may have been sold or collected, free from any claim or further control, or power of the parties or party so reconveying and re-transferring, so as to re-vest in the said Company full title therein and thereto.
And forasmuch as it may happen that the said trustees or the survivors or survivor of them may find that it will conduce to the interest of the Stockholders of the said Company without being prejudicive of any right to the creditors hereby intended to be provided for by the mortgage, pledge, and hypothecate, according to the character and part or parts of the trust property for the purpose of raising money to aid in the payment of said debts in the manner hereinbefore declared; therefore, it is declared to be the true intent and meaning of this deed, that the said trustees or the survivors or survivor of them, as the case may be, may at any time, and from time to time, mortgage, pledge, and hypothecate any part of the trust property to raise money for the purposes of this trust, and may execute and deliver such apt and sufficient deed or deeds, or other instrument or instruments of vesting as may be necessary and effectual for the purpose;
Provided, nevertheless, that no mortgage of real estate shall be made for any period of time to be fixed beyond the 31st day of December 1858 unless assented to with the knowledge, sanction and approval thereof by the President and Directors of the said Company.
And to the end that this deed may be acknowledged according to the laws of Maryland to be acknowledged and delivered as the act and deed of said Company, the said Company party hereto of the first part doth hereby nominate and appoint Frederick A. Phipps, of the City of