

in favor of the said Rail Way Company and made payable in one Two and Three years, respectively from their date with interest thereon at the rate of Six per cent, per annum, payable annually. The said Rail way Company hereby agree to convey unto the said Witter S. McCurdy all the right, title and interest which said Company has, or may hereafter acquire under and by virtue of the provisions of said Treaty, or in any other way, in and to the following, described lands and premises, to-wit: The South half of the South East quarter of Section No. Twenty-nine, Town No. Twelve, Range No. Twenty of the Railroad lands of the Company, the same being a portion of the lands, the right to purchase which is given to said Company. Said land situate and lying in the County of Jefferson, State of Kansas, Reserving, however to the said Company, and it assigns the right of way for said Rail way, or for any Railway connecting therewith not exceeding one hundred feet in width along and across said lands; and also, the right to take such gravel, earth, stone and water from said lands, with the right of way thereto, as may be necessary in the construction of such Rail way. Now the condition of this obligation is such, that, if the said Witter S. McCurdy shall pay the said notes, and interest thereon as therein specified and set forth, then the said Rail-way Company will without delay, execute to him the said Witter S. McCurdy his heirs and assigns, a Deed conveying to said Witter S. McCurdy all the right