

its assigns, the right of way for said Railroad, or for any Railroad connecting therewith, not exceeding eighty feet in width along and across said lands; and also, the right to take such grave earth, stone and water from said lands, with the right of way thereto, as may be necessary in the construction of such Railroad. Now the condition of this obligation is such, that if the said James W. Evans shall pay the said Notes and interest thereon as there specified and set forth, then the said Rail Road Company will, without delay, execute to him the said James W. Evans, his heirs and assigns a general Warranty Deed for the above described tract of land; otherwise it shall be void and of no effect. In Witness Whereof The President and Secretary of said Company, in behalf of the same, have herunto subscribed their names, and affixed the seal of the said Company, at Seavenworth, on this Twenty-second day of February A.D. 1862. A. J. Isaacs, Vice President, Saml. Denman Secretary (S.S.)

State of Kansas Seavenworth Co. ss. Be it Remembered that on the twelfth day of March A.D. 1862 before me the undersigned a Notary Public within and for the County aforesaid, personally appeared A. J. Isaacs and Sam. Denman, who are personally known to me to be the identical persons whose names are affixed to the foregoing instrument in behalf and as officers of the Seavenworth, Pawnee and Western Railroad Company and who acknowledged the same to be their own voluntary act and deed, for the uses and purposes therein mentioned, In testimony whereof, I have herunto set my hand and affixed my official seal at my office this March