

A. DeSail, A.D. 1834, as follows, to wit: Lots Number Twenty Six and Twenty Eight (26 & 28) Cimetière-Street.

Together with all, and singular the privileges and appurtenances thereto belonging. And also all the estate, right, title, interest and claim whatsoever, as well in law as in equity of the said John Spear or to the above described premises. And the said John Spear for his heirs, executors, administrators and assigns, does covenant and agree, to and with the said Charles Garrett, his heirs, executors, administrators, and assigns, that he has not made, done, or suffered any act or thing, whereby the above described premises, or any part thereof, now are, or at any time hereafter shall be conveyed, quit-claimed, or encumbered in any manner whatsoever.

And be it further known by these Presents, that the said John Spear am held and firmly bound unto the said Charles Garrett, his heirs and assigns, in the sum of One Hundred dollars, to be paid unto the said Charles Garrett his heirs or assigns, to which payment well and truly to be made, I bind my heirs, executors, administrators and assigns by these Presents.

Now the Condition of this Obligation is such, that if the said John Spear his heirs or assigns shall convey unto the said Charles Garrett, his heirs or assigns whatever further title may or shall be unto the said John Spear conveyed by the Trustees of the Town Site of Lawrence, said Territory, or by or from any person or persons whomsoever, or by any power whatsoever, by virtue of a Patent issuing from the Land Office at Washington, unto one William H. B. Lykins, or one Robert Robitaille, a Maryland Indian, or by virtue of any authority, at such time as said title shall be to him conveyed, then this Obligation shall be wholly void and of no effect, otherwise to remain in full force.