

and agree to and with the said C. W. Babcock his heirs, executors, administrators and assigns, that I have 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 I the said A. J. Payne am held and firmly bound unto the said C. W. Babcock his heirs and assigns, in the sum of Two Hundred Dollars to be paid unto the said C. W. Babcock his heirs or assigns, to which payment well and truly to be made I bind myself, my heirs, executors, administrators and assigns by these Presents.

Now the Condition of this obligation is such, that if the said A. J. Payne his heirs, or assigns, shall convey unto the said C. W. Babcock his heirs or assigns whatever further title may or shall be unto the said A. J. Payne conveyed by the Trustees of the Town Site of Lawrence said Territory, or by or from any person or persons whatsoever, or by any power whatsoever, by virtue of a Patent issuing from the Land Office at Washington unto one William H. R. Lykins, or one Robert Robitaille a Wyandott Indian, or by virtue of any other authority, at such time as said title shall be to one conveyed, then this obligation shall be wholly void and of no Effect, otherwise to remain in full force.

In Testimony Whereof, I have hereunto set my hand and seal the thirty first day of May, A.D. 1836  
Signed sealed and delivered  
in the presence of } Alfred J. Payne Seal  
L. V. Simpson

Received for Record May 31<sup>st</sup> 1836 at 8 o'clock  
P.M.

E. D. Ladd  
Register