

our heirs or successors, or any person claiming by, from, or under us or them, shall have any right, title, interest, claim or demand in or to the aforesaid premises or any part thereof; and we hereby covenant and agree to warrant and defend against all persons claiming any right, title, or interest under the said Trustees their heirs or successors.

And further this Indenture Witnesseth that the said Samuel S. Snyder, Joel Grover, John P. Wood, William H. R. Lykins and George W. Hutchinson and their successors are held and firmly bound unto the said Miller & Elliott, in the sum of Two Thousand Dollars to be paid unto the said Miller & Elliott their heirs or assigns, to which payment well and truly to be made we bind ourselves and our successors by these presents.

Now the condition of this obligation is such that if upon the payment by the said party of the second part of all taxes lawfully assessed upon the aforesaid premises, the said parties of the first part or their successors shall make and deliver unto the said party of the second part, his heirs or assigns, a good and valid Deed with the usual covenants for conveyance in fee simple whenever a patent for the Town Site of Lawrence shall issue from Congress unto one Robert Robittale or William H. R. Lykins and be conveyed unto the aforesaid Trustees, then this obligation shall be void and of no effect, otherwise to remain in full force.

In Testimony Whereof we have hereunto set our hands and seals this Seventh Day of July A.D. 1855.

Signed sealed and
delivered in the
presence of

Geo. W. Deitzler
N. Allen

Samuel S. Snyder Seal

John P. Wood Seal

Geo. W. Hutchinson Seal

William H. R. Lykins Seal

Recd for Record Dec. 25 1856 at 9½ a.m.

E. D. Ladd

Register