

said party of the second party, his heirs and assigns, all right, title, and interest, in and to certain lots of land situated and being in Lawrence, First Council District, Kansas Territory and designated on the Lithographed Chart as surveyed by A. D. Searl, October A. D. 1854, as follows, to wit:-

Lot number forty eight (48) Kentucky street
To Have and to Hold the aforesaid quit-claimed premises with all the privileges and appurtenances thereto belonging unto the said party of the second part so that neither we, said Trustees, 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 Orville D. Smith, in the sum of Two Thousand Dollars to be paid unto the said Orville D. Smith, his 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 Robittaille, 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