

equity of the said Jos. J. Boyer, of in or to the above described premises, And the said Joseph J. Boyer, for his heirs, executors, administrators, and assigns, does covenant and agree, to and with the said Samuel Sutherland, 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 I, the said Jos. J. Boyer, am held and firmly bound unto the said Samuel Sutherland his heirs and assigns, in the sum of (\$200) two hundred dollars, to be paid unto the said Samuel Sutherland his heirs or assigns to which payment well and truly to be made I bind myself, heirs, executors, administrators and assigns by these Presents.

Now the condition of this obligation is such that if the said Jos. J. Boyer his heirs or assigns shall convey unto the said Samuel Sutherland his heirs or assigns whatever further further title may or shall be unto the said Jos. J. Boyer and Ann. Boyer conveyed by the Trustees of the Town Site of Lawrence, said Territory, only 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. 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 me 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 3rd day of June, A. D. 1856.

Signed, sealed, and
delivered in presence of
P. H. Woodward.

Joseph J. Boyer,

P. Richmond Brooks, } Rec. & for Record, Jan'y, 10, 1857, at 1 P.M.
E. D. Ladd, Reg.