

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. Hood, William H. R. Lykins and Geo. W. Hutchinson and their successors are held and firmly bound unto the said Charles W. Smith in the sum of two thousand dollars to be paid unto the said Charles W. 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 from the Town Site of Lawrence shall issue from Congress unto one Robert Robitaille 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 herunto set our hands and seals this second day of June, A. D. 1855.

Signed, sealed, and
delivered in the presence of
John Hutchinson.
A. D. Searl.

Samuel S. Snyder, *Seal*
William H. R. Lykins, *Seal*
Joel Grover, *Seal*
George W. Hutchinson, *Seal*
John P. Hood, *Seal*

Received for Record Jan'y. 24/57 1 1/4, P. M.

E. D. Ladd, Reg.