

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. 221

And further this Indenture witnesseth that the  
said Samuel S. Snyder, Joel Grover, John P. Wood,  
William H. R. Lykins and Geo. W. Hutchinson and  
their successors are held and firmly bound unto the said  
John Mailey in the sum of Two Thousand dollars,  
to be paid unto the said John Mailey his heirs or as-  
signs, 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 convey-  
ance 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 obli-  
gation 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 second day of June, A. D. 1855,  
signed, sealed, and delivered,

in the presence of,  
John Hutchinson,  
A. D. Searl,

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

Recd. for Record, Feby. 7 / 57 2 1/4 P. M.

E. D. Ladd, Reg.