

"Brought Forward"

(45) To have and to hold the aforesaid quitclaimed 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 now 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, Dr. Graw, John Pillard William H. R. Sykins George W. Hutchinson and their successors or heirs and family bound unto the said John H. Wilder in the sum of Two Thousand Dollars, to be paid unto the said John H. Wilder 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 nigh & simple whenever a patent for the same Site of Lawrence, shall issue from Congress unto me Robert Robitaille or William H. R. Sykins 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. 1838.

Signed Sealed and delivered in

presence of

Geo. W. Weitzler

Thomas Allen

Samuel S. Snyder

John Pillard

George W. Hutchinson

William H. R. Sykins

Recd for record March 10 1838 at 20.c P.M.