

This Indenture made this Tenth day of March A.D. 1857 between Samuel S. Langston Joel Server John P. Wood William H. R. Eyrins and Geo W. Hutchinson Trustees of the East side of Lawrence Kansas Territory parties of the first part and Heiman Brunst and Aaron J. Bolton parties of the second part. Witnesseth that in compliance with the provisions contained in the deed in Trust from one William H. R. Eyrins to the above Trustees making said Trustees and in consideration of the sum of One Dollar in hand paid by Heiman Brunst and Aaron J. Bolton of said Term and Territory the receipt whereof is hereby acknowledged, have conveyed, released and quit claims and by these presents do convey release and quit claims unto the said party of the second part 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 plat of the said survey as surveyed by A.D. Land October A.D. 1854 - as follows: All that lot or lots bounded on the East by Delaware Street and on the West by Pennsylvania Street and on the South by Henry Street and on the North by Madison Street containing Two (2) Acres more or less provided the above named Heiman Brunst and Aaron J. Bolton shall continue to make and burn brick on the above granted lot of Land and shall not make use of said Land for any other purposes or sell to any one who will not comply with the above conditions - So have and hold the aforesaid quit claims 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 Langston Joel Server John P. Wood William H. R. Eyrins and Geo W. Hutchinson and their successors are held and firmly bound unto the said Brunst and Bolton in the sum of Two thousand Dollars to be paid unto the said Brunst and Bolton their 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 parties 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 or 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 whereon a patent for the East side of Lawrence shall issue from Congress unto one Robert Robbwhite or William H. R. Eyrins 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 Tenth day of March A.D. 1857

E. S. Ladd Recy

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