

"brought forward"

claiming by from or under us or them shall have any right title interest claim and demand in or the aforesaid premises or any part thereof; and we hereby command and agree to warrant and defend against all ^{persons} claiming any right title interest under the said Trustees their heirs or successors. And further this Indenture witnesseth that the said Samuel S Snyder Joel Brown John P Wood William H R Dykins and George W Hutchinson and their successors are duly and lawfully bound unto the said Henry Smith in the sum of Two Thousand Dollars to be paid unto the said Henry 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 for the Town Site of Lawrence shall issue from Congress unto one Robert Robbittale or William H R Dykins 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 second day of June A.D. 1855.

Signed sealed and delivered in presence

of O. D. Saks

3

S. S. Snyder

G. W. Hutchinson

William H. R. Dykins

Joel Brown

(seal)

(seal)

(seal)

(seal)

Recd for record May 5. 1857. at 8 3/4 P.M.

C. J. Ladd Rg