

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 Samuell S. Snyder, Joel Grover, John P. Wood, William H. R. Lykins and George W. Hutchinson and their successors are held and firmly bound unto the said James S. Cowan in the sum of Two Thousand Dollars, to be paid unto the said James S. Cowan his heirs or assigns 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 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 hereunto set our hands and seals this 1st day of July A. D. 1837

Signes sealed and delivered in the presence of

Geo. W. Deitzler
Norman Allen

Samuel S. Snyder
John P. Wood
William H. R. Lykins
Geo. W. Hutchinson

Read by record book 30 1837. 8th AM