

notarial seal at my office in the Borough of Manhattan, City of
New York, the day and year first above written.

(SEAL) Geo. H. Corey, Notary Public for the County of

New York, State of New York.

My commission expires Mar. 30, 1909.

Recorded Oct. 31, A.D. 1908 at 11.45

Register of Deeds.

Deputy.

W. Armstrong
By Eli E. Armstrong

This Indenture, Made October 25, 1908 by and between Newton E. Whipple
and Mary I. Whipple, his wife, of the County of Douglas State of Kansas,
parties of the first part, and the Bankers Life Insurance Company Of
Nebraska, party of the second part:

Witnesseth, That said parties of the first part, in consideration of
the sum of Seven Thousand (\$7000.00) Dollars, paid by the said party of
the second part, the receipt whereof is hereby acknowledged, do hereby
Sell And Convey unto the said second party, its successors or assigns,
the following described real estate, situated in the County of Douglas
and State of Kansas, to-wit:

The North half of Section Eleven in Township Twelve South, Range
Eighteen East of the Sixth Principal Meridian, containing in all Three
Hundred Twenty acres, according to Government Survey. To Have And To
Hold Said premises with all appurtenances thereunto belonging unto the
said party of the second part, its successors or assigns, forever.
The said parties of the first part covenant with the party of the second
part, that said parties of the first part are lawfully seized in fee
simple of said premises; that they have good right to sell and convey
said premises; that said premises are free and clear from all liens and
encumbrances; and that they will warrant and defend the title to the
said premises unto the said party of the second part, and unto its
successors or assigns forever, against the claims of all persons, and
the said parties of the first part hereby relinquishes all their martial
and homestead rights, and all other contingent interests in said premises
the intention being to convey hereby an absolute title to said premises
in fee simple.

Provided Always, And this instrument is executed and delivered upon the
following conditions:

First, That said parties of the first part shall pay, or cause to be
paid to the party of the second part, its successors or assigns, Seven
Thousand (\$7000.00) Dollars on the first day of November 1913 with
interest thereon until maturity, at the rate of Five per cent per
annum, payable semi annually, from November 1, 1908 according to the

For release see Book 51 Page 366