

No. 8435, Equity.

Plaintiff Nellie L. Lanner to take her proofs
before any of the said Bill of Complaint.
John L. Mott.

Testimony filed } No. 8435, Equity.
August 21-1909.

To the Honorable, the Judge of said Court.
In pursuance of the order of the Court contained in
the decree pro Conpro passed in this cause on August
3, 1909, and notice given me by the Solicitor for
the Plff., J. Guy L. Mott, one of the regular Examiners
of the Court, duly appointed, qualified and sworn
having assigned the 21st day of August 1909, at
the residence of the Plff. in Knoxville, Tenn., as
the time and place for taking the testimony in the
Cause and having given due notice thereof to
the parties concerned, did, at the appointed time
and place proceed to take the following testimony
to wit:-

The Plff. filed with the Examiner as
evidence Exhibits #s. '1' and '2' which are heretofore returned
by the said Examiner, Nellie L. Lanner as witness
of lawful age being the Plff. herof, being first
duly sworn and examined viva voce deposed and
says:- My name is Nellie L. Lanner, I am
25 years of age, I am the widow of Charles
F. Lanner who died July 28-1906, I now
reside in Knoxville, Frederick County, Md. at
in said County, I December 1907, Mr. John
T. Loney, who lives in Brunswick applied to me
for a loan of \$1200. He said and agreed when
he applied for the loan that he would give me
a Mortgage executed by himself and his wife to
secure the debt, on some real estate that he owned
in the Addition to Brunswick, I accordingly agreed
to loan him \$1200 upon these terms and conditions:
as I had received that sum from the "Trustees of
Railroad Insurance" on account of my husband's death.

In accordance with and in pursuance of this agreement,
and understanding I loaned Mr. Loney the \$1200
and he and his wife delivered to me their Single
Bill for that sum dated December 7, 1907, which
is the same paper mentioned in the Bill of Complaint,
filed in this case, their promissory note and also
delivered to me their Mortgage for that amount covering
the Brunswick, addition property, which it was understood