

Q You mean you took the acknowledgment?

A No, I didn't take the acknowledgment. I was attorney to acknowledge the deed in behalf of the company. To my recollection it was done before Albert Rensberg.

Q You mean by your acknowledgment that you were attorney named in the deed to acknowledge it?

A Yes.

(Mr. Coblentz) Q The company had uniform restrictions on all property it sold?

A Yes, cutting off hog-pens and all that stuff - surface water closets.

EMORY L. COBLENTZ, plaintiff, produced in his own behalf, being first duly sworn, deposes and says:

By Mr. Coblentz

Q Your name is Emory L. Coblentz?

A It is.

Q Did you know during his lifetime Mr. John D. Keller?

A I did.

Q State if you had any position with the Middletown Improvement Association?

A I was a director.

Q But not an official?

A No official.

Q Do you have any personal knowledge of when Mr. Keller bought the lot there and built his house?

(Objection; objection overruled. exception noted)

A I was present at the meeting when Mr. Keller bargained for this lot. He was a member of the Board too - Mr. Keller was a member of the Board of Directors of the Improvement Association, and I was present at the meeting when he contracted for this lot, and sometimes afterwards, perhaps two or three years before I think, I don't know the exact date Mr. Keller built his house on the lot, but I knew at the time Mr. Keller didn't have any deed for the lot because I called his attention to the fact that he was putting a lot of money in a property he didn't have any deed for; he hadn't paid for the lot.

Q You know of your own knowledge when he did pay for it?

A I know about when. I wasn't present when the money was paid.

Q When did the matter of the final payment come to your attention; under what circumstances?

(Objection; objection overruled; exception noted; taken subject to exception)

A I think the first actual knowledge I had that he had paid for the lot was when he brought the deed and handed it to me.

Q What happened when this deed was given to you?

A This happened, according to my recollection, the latter part of 1917 or 1918. I know it was during the period of the World War, and Mr. Keller came to my home in Middletown and handed me this deed for this property. I had no idea he was going to make it that way, and he said "I want you to take and hold this deed". He said, "You know that I owe some money to the Valley Savings Bank and to the Central Trust Company, and I want you to hold this deed as security for those loans which were endorsed by me and my wife". He said, "I expect to pay them soon and then take the deed up." That was about the language he used. And he also stated at the time that "if you endorse any note" at that time, "it will protect such notes". I said to him I didn't cherish accepting a deed under those terms, because something might happen to me, and his answer was he would take a chance on that. I accepted the deed and have it.