

COMPILATION OF
CUMBERLAND COAL & IRON COMPANY
CANAL BOAT MORTGAGES
1852- 1857
ALLEGANY COUNTY, MD

Compiled by
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C & O Canal Association Volunteer

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A. PREFACE

After some research in the Allegany County Courthouse records, the General Index to Miscellaneous Instruments (Vol. A to J and Vol. K to Z) was found and it was in that first volume that the following records for the Cumberland Coal & Iron Company were revealed.

Apparently the Cumberland Coal & Iron Company did not buy very many new boats. The first six boats they purchased by paying the "builder's lien." For the rest of the mortgages, the boat owner owed the Company money, ranging from \$576.58 down to \$150.00, and used their boats as collateral for the loan. Today we would call it a home equity loan. The benefit to the boatmen was that they had first choice at loading coal from the Company in Cumberland. The Company gained boatmen committed to freighting their coal.

In the "Registers Issued to Boats to Navigate the Chesapeake and Ohio Canal, 1851 to 1861" we find that the Cumberland Coal & Iron Company did register many boats with themselves listed as Owner. But those purchases were not listed in the General Index to Miscellaneous Instruments (Vol. A to J) under their name. When we find the answer, we will revise this compilation. For now, this compilation may be of help to families looking to find the name of an ancestor's boat and perhaps some insight into the trials and tribulations of that ancestor. We suspect that the last six mortgages were in fact paid off; descendants please send confirmation.

There was no Mortgage for Thomas Hassett in Book 11, page 64; just the one in Book 14, page 64.

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Cumberland Coal & Iron Co. Mortgages 1852 - 1857, Allegany County, MD

Buyer's Name	Book	Page	Date Recorded	Boat's Name	Purchase Cost
Cumberland Coal & Iron Co.	8	365	5/17/1852	General Tyson Colonel Young James Boyce H. B. Loomis E. W. Dunham O. W. Sturtevant	\$350
James Terrell	11	124	4/4/1854	Reporter	\$300
William J. Slicer	11	125	5/12/1854	C. T. Porterfield	\$150
Mathias Corrigan	11	200	6/1/1854	Osprey	\$500
Samuel S. Lynch Christopher Lynch	11	651	12/6/1854	Columbia	\$300
Thomas Hassett	14	64	4/24/1856	Denton Jacques	\$350
Peter B. Petrie	14	320	3/4/1856	Albany	\$576.58
William C. Taylor	15	244	1/8/1857	Mary R. Hale Rebecca Henderson	\$250

Allegany County Courthouse, Cumberland, MD, Deed Book 8, p 365, 5/17/1852.

At the request of The Cumberland Coal & Iron Company the following Bill of Sale was recorded May 17th, 1852.

This Indenture made this third day of May in the year of our Lord one thousand eight hundred and fifty two, between William R. L. Ward of Allegany County, in the State of Maryland, of the first part, and The Cumberland Coal and Iron Company, incorporated by an Act of the General Assembly of the said State, of the second part; Witnesseth, that the said party of the first part, for and in consideration of the sum of three hundred and fifty dollars, current money, to him in hand paid by the said parties of the second part at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said The Cumberland Coal and Iron Company, its successors and assigns, all his right, title and interest in and to six canal boats now on the Chesapeake and Ohio Canal and called "General Tyson," "Colonel Young," "James Boyce," "H. B. Loomis," "E. W. Dunham" and "O. W. Sturtevant."

To have and to hold said Ward's interest in the said canal boats above bargained and sold or mentioned and intended so to be, unto the said The Cumberland Coal and Iron Company, its successors and assigns. And the said William R. L. Ward doth hereby covenant, promise and agree to and with the said The Cumberland Coal and Iron Company, and its assigns, that the said Canal Boats now are free, clear and unencumbered of and from all liens and encumbrances done, suffered and permitted by him the said William R. L. Ward or by his means, sufferance or procurement.

In Witness whereof the said William R. L. Ward has hereunto set his hand and seal the day and year first herein above mentioned.

Signed, sealed and delivered in the presence of: The words, "said Ward's interest in" interlined; and the words "two thousand" erased; and "three hundred and fifty" interlined before execution.

W. R. L. Ward {Seal}

J. B. Widener

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this seventh day of May in the year of our Lord eighteen hundred and fifty two, before me the subscriber a Justice of the Peace of the State of Maryland and in and for the County aforesaid, personally appeared William R. L. Ward, who the undersigned is of his own knowledge satisfied, is and hereby certifies him to be the person named and described and professing to be the party grantor in and to the foregoing deed or indenture, and duly acknowledged the same to be his act and deed for the intent and purpose therein mentioned.

Sworn before

J. B. Widener, J.P.

County of Allegany, to wit: I John B. Widener, a Justice of the Peace for the County aforesaid, in the State of Maryland, do certify that William R. L. Ward, whose name is signed to the writing above, bearing date on the third day of May in the year 1852, has acknowledged the same before me in my County aforesaid. Sworn under my hand this seventh day of May in the year eighteen hundred and fifty two.

J. B. Widener, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this fifteenth day of May 1852, personally appeared before me the subscriber, a Justice of the Peace of the State of Maryland, in and for the County aforesaid, Lowell Holbrook, President of the Cumberland Coal and Iron Company, the grantee in the foregoing deed, (and who I am satisfied by oral testimony is the person named and occupying that position in said Company) and made oath in due form of law that the consideration set forth in the foregoing Bill of Sale is true and bona fide as therein set forth.

H. H. Ainsworth, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 11, p 124, 4/4/1854.

At the request of the Cumberland Coal & Iron Company this mortgage was recorded April 4, 1854.

This Indenture made this third day of April 1854 between James Terrell of Allegany County in the State of Maryland of the first part, and the Cumberland Coal & Iron Company chartered by said State, of the second part. Whereas the said James Terrell now stands indebted unto the said Company in the sum of three hundred dollars, current money payable in ninety days from the date hereof, and in order to secure the payment of the same with interest, is willing to execute these presents.

Now this Indenture witnesseth that the said James Terrell, in consideration of the premises, and of one dollar to him in hand paid by said Cumberland Coal & Iron Company, the receipt of which is hereby acknowledged, hath granted, bargained and sold, and by these presents, doth grant, bargain and sell unto said Company and its assigns the Canal Boat called "Reporter" now in Cumberland in the County and State aforesaid. To Have and To Hold the said Canal Boat with its tackle, appurtenances and registers unto the said Cumberland Coal and Iron Company and its assigns.

Provided always, and it is the true intent of these presents, that if the said James Terrell do and shall pay or cause to be paid to said Company and its assigns the full sum of three hundred dollars with interest, ninety days after the date hereof, then these presents to be void, otherwise to be and remain in full force and effect and the said James Terrell hereby covenants and agrees to and with the Cumberland Coal & Iron Company and its assigns that he will fully pay the said sum of three hundred dollars, with interest, ninety days after the date hereof to said Company or its assigns.

In witness whereof the said James Terrell has set his hand and seal on the day and year first above written.

Signed, sealed & delivered in presence of
J. B. Widener

James Terrell {Seal}

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this third day of April 1854 before me the subscriber, a Justice of the Peace of the State of Maryland in and for the County aforesaid, personally appeared James Terrell who I am in my own knowledge satisfied is and hereby certify him to be the person who is named and described as and professing to be the party mortgagor named in the foregoing deed and duly acknowledged the same to be his act & deed, for the purposes therein mentioned; and at the same time also appeared George Henderson, to me known, Resident Superintendent and Agent of the Cumberland Coal and Iron Company and made oath in due form of law that the consideration set forth in the foregoing deed is true & bona fide as therein set forth.

Acknowledged and sworn before

J. B. Widener, J.P.

Received fifteen cents the State stamp tax on this instrument when offered for record.

H. Resley, Clerk

Allegany County Courthouse, Cumberland, MD, Deed Book 11, p 125, 5/12/1854.

At the request of the Cumberland Coal & Iron Company the following mortgage was recorded May 12, 1854.

This Indenture made this eighth day of May in the year eighteen hundred and fifty four between William J. Slicer of Allegany County and State of Maryland of the first part and The Cumberland Coal & Iron Company incorporated by said State of the second part; Whereas the said Slicer is now engaged in boating coal for said Company on the Chesapeake and Ohio Canal and stands indebted unto them in the sum of one hundred and fifty dollars with interest from the date hereof, which said Slicer is desirous to pay, by giving said Company and its Agents or assigns the right to retain and keep out of and from the freight monies hereafter earned by said Slicer in accordance with this boating contract, twenty percent from and on account of each round trip so made by said Slicer in and with the Canal Boat "C. T. Porterfield" now owned by him and running under said Contract and in case said sum of one hundred and fifty dollars with interest shall not have thus been paid to said Company or its assigns by the first day of October next, that then said Slicer his executors or administrators shall and will fully pay the same or so much of it as then remained unpaid on said first day of October next; and in order to fully secure payment of the same as aforesaid in the manner and times aforesaid, said William J. Slicer has agreed to give to said Company a mortgage of said Canal Boat, together with her tackle, apparel, registers and evidence of ownership and furniture. Now therefore this Indenture witnesseth that said William J. Slicer for and in consideration of the premises and of the sum of one dollar to him in hand paid by said Company the receipt of which is hereby acknowledged, has granted, bargained and sold, transferred and set over and by these presents doth grant, bargain and sell, transfer and set over unto the said Cumberland Coal and Iron Company and its assigns the said Canal Boat above named with her tackle, apparel and furniture and register and all other evidence of ownership. To Have and To Hold the same unto said Company and its assigns. Provided forever that if said sum of one hundred and fifty dollars with interest as aforesaid, shall be fully paid and satisfied by said William J. Slicer, his executors, administrators or assigns to said Cumberland Coal and Iron Company or its assigns on or before the first day of October next, in the manner and the times aforesaid then this instrument to become null and void, otherwise to remain in full force and virtue. In witness whereof, said William J. Slicer has hereto set his hand and seal on the day and year first aforesaid.

Signed, sealed and delivered in presence of:
John White

Wm. J. Slicer {Seal}

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this eighth day of May in the year eighteen hundred and fifty four, before me the subscriber, a Justice of the Peace of the State of Maryland in and for the County aforesaid, personally appeared William J. Slicer who I am of my own knowledge satisfied is and hereby certify him to be the person named and described as and professing to be the party grantor named in the foregoing deed or instrument of writing and duly acknowledged to same to be his act and deed.

John White, Justice of the Peace

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this eighth day of May eighteen hundred and fifty four, before me the subscriber a Justice of the Peace of the State of Maryland in and for the County aforesaid, personally appeared George Henderson,

Resident Agent and Superintendent of the Cumberland Coal and Iron Company in Allegany County and made oath in due form of law that the consideration set forth in the foregoing deed is true and bona fide as therein set forth.

Andrew Gonder, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 11, p 200, 6/1/1854.

At the request of the Cumb. Coal & Iron Co. the following Bill of Sale was recorded June 1, 1854.

Know all men by these presents that I Mathew Corrigan of Allegany County in the State of Maryland for and in consideration of the sum of five hundred dollars of lawful money to me in hand paid by the Cumberland Coal & Iron Company, the receipt whereof is hereby acknowledged and the said Company from the payment thereof hereby released and discharged have granted, bargained, sold, conveyed and confirmed and by these presents do grant, bargain, sell, convey and confirm unto the said Cumberland Coal and Iron Company and its assigns all that Canal Boat now running and employed in the transportation of coal on the Chesapeake and Ohio Canal, called the "Osprey," together with all the apparel, furniture, tackle and appurtenances unto the said Canal Boat belonging or in any wise appertaining. To Have and To Hold the aforesaid Canal Boat called the "Osprey" with all its apparel, furniture, tackle, register and appurtenances unto the said Cumberland Coal and Iron Company and their assigns. And I hereby covenant, promise and agree to and with the said Cumberland Coal and Iron Company and its assigns that the said Canal Boat now is free and clear of and from all claims, charges, liens and encumbrances of any nature or kind whatsoever and also that I have good, right, title and lawful authority to grant, bargain, sell and convey the aforesaid Canal Boat in manner aforesaid.

In witness whereof I have hereunto set my hand and seal this twenty fifth day of May in the year of our Lord eighteen hundred and fifty four.

Signed, sealed and delivered in presence of

Mathew Corrigan {Seal}

The words "Gorkohive" stricken out and the word "Osprey" interlined above in the 18th and 22nd lines before signing and sealing. Andrew Gonder

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this twenty fifth day of May in the year of our Lord eighteen hundred and fifty four, before me the subscriber a Justice of the Peace of the State of Maryland in and for the County aforesaid, personally appeared Mathew Corrigan who I am of my own knowledge satisfied is and hereby certify him to be the person named and described as professing to be the party grantor in and to the foregoing indenture or instrument of writing and duly acknowledged the same to be his act and deed for the purposes therein mentioned.

Acknowledged before

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered that on this thirtieth day of May in the year of our Lord eighteen hundred and fifty four, before me the subscriber a Justice of the Peace of the State of Maryland in and for the County aforesaid, personally appeared George Henderson, General Superintendent in Allegany County of the Cumberland Coal and Iron Company, the grantees in the foregoing Bill of Sale and made oath that the consideration set forth in the said foregoing Bill of Sale is true and bona fide as therein set forth.

Sworn before

Andrew Gonder, J.P.

Received one dollar State of Maryland Stamp tax at the time this Bill of Sale was offered for record.

H. Resley, Clerk

Allegany County Courthouse, Cumberland, MD, Deed Book 11, p 651, 12/6/1854.

\$300.00 Cumberland, December 5th 1854. Due the Cumberland Coal and Iron Company three hundred dollars payable on or before the first day of June 1855 with interest from date.

Samuel Lynch

Christopher Lynch

At the request of the Cumberland Coal & Iron Company the following Bill of Mortgage was recorded Dec. 6th, 1854.

This Indenture made this fifth day of December in the year of our Lord one thousand eight hundred and fifty four between Samuel S. Lynch and Christopher Lynch of Allegany County in the State of Maryland of the first part and the Cumberland Coal and Iron Company, incorporated by an Act of the General Assembly of said State of the second part. Whereas the said parties of the first part now stand indebted unto the said party of the second part and their assigns in the sum of three hundred dollars current money payable to the said parties of the second part or their assigns on or before the first day of June next with interest from the date hereof upon the due bill hereto annexed and whereas it is the object and intention of the said parties of the first part by these presents to secure unto the said parties of the second part and their assigns the payment of the said sums of money at the time and in the manner aforesaid. Now therefore this Indenture Witnesseth that the said parties of the first part in consideration of the premises and in further consideration of the sum of one dollar of lawful money to them in hand paid by the said parties of the second part at and before the sealing and delivery of these presents the receipt of which is hereby acknowledged have granted, bargained, sold, assigned and conveyed and by these presents do grant, bargain, sell, assign and convey unto the said parties of the second part and their assigns, all that Canal Boat called and known by the name of the "Columbia" now engaged in the transportation of coal from the Town of Cumberland to the City of Alexandria through and over the Chesapeake and Ohio Canal together with all the apparel, tackle, furniture and appurtenances to the said Canal Boat belonging or in any wise appertaining. And also all those five mules with their harness, gears and tackle now used and employed by the said parties of the first part in and about and with the said Canal Boat in the transportation of coal or any other freight on the said Canal as aforesaid. To Have and To Hold the said Canal Boat called the "Columbia" with her tackle, apparel, furniture and appurtenances aforesaid and the aforesaid five mules with their harness, gear and tackle aforesaid unto the said parties of the second part and their assigns forever. Provided always nevertheless and these presents are upon this express condition that if the said parties of the first part their executors or administrators or assigns shall well and truly pay or cause to be paid unto the said parties of the second part or their assigns the aforesaid sums of three hundred dollars with the interest thereon on or before the _____ first day of June next ensuing the date of these presents then and in such case this indenture and every matter and thing herein contained shall become null and void. And further provided that the said parties of the second part shall have the right to deduct and retain in their own hands towards the payment of the said sum of three hundred dollars the sum of fifty dollars out of the amount of freight which may become and be due and payable from the said parties of the second to the said parties of the first part upon and for each and every boat load of coal which may hereafter be transported from the Town of Cumberland to the City of Alexandria or to any other point upon the Chesapeake and Ohio Canal by the said parties of the first part for the said parties of the second part in the said Canal Boat called the "Columbia" and upon and immediately after every such retention and deduction the said parties of the first part shall receive a credit for said sums of fifty dollars upon the mortgage debt herein above recited and hereby intended to be secured and in case the whole amount of said debt of three hundred

dollars should be paid and satisfied unto the said parties of the second part by the said deductions and retentions from freight as aforesaid before the first day of June next then this indenture shall become null and void. And the said parties of the first part do by these presents covenant, promise and agree to and with the said parties of the second part and their assigns that they the said parties of the first part their executors, administrators and assigns shall and will during the whole of the next boating season on the Chesapeake and Ohio Canal run the said Canal Boat called "Columbine" and also two other Canal Boats belonging to the said parties of the first part called respectively the "L. G. Mahaffey" and "Dr. Grimes" upon the said Canal exclusively for the coal freights of the said Cumberland Coal and Iron Company from Cumberland to Alexandria or the District of Columbia as may be required by the said Company at and for such rates of freight per ton as the said Company shall from time to time during the said next boating season pay to the owners of other Canal Boats for the transportation of their coal over the Chesapeake and Ohio Canal, provided however that the rates so to be paid by the said Company during the next boating season shall not be less than the rates paid generally by the other Coal Companies in Allegany County for the like transportation of coal on said Canal and provided also that the terms and considerations as to demurrage shall be the same as those generally agreed upon between other Coal Companies in said County and owners of Canal Boats during the said next Boating season on said Canal. In witness whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

Samuel Lynch {Seal}

The words "or before" in 14th line & the words
"upon the due bill hereto annexed" in the 15th line
on first page, the words "of the first part" in the 3rd
line on 3rd page, all interlined before signing & sealing.

Christopher Lynch {Seal}

Andrew Gonder

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 5th day of December in the year of our Lord one thousand eight hundred and fifty four before me the subscriber a Justice of the Peace of the State of Maryland in and for the County aforesaid, personally appeared Samuel S. Lynch and Christopher Lynch who I am of my own knowledge satisfied are and hereby certify them to be the persons named and described as and professing to be the party grantors in and to the foregoing Bill of Sale an instrument of writing and severally duly acknowledged the same to be their act and deed and at the same time also appeared before me George Henderson the General Superintendent of the Cumberland Coal and Iron Company which said Company is the mortgagee and grantee in the said foregoing Bill of Sale mentioned and made oath in due form of law that the consideration set forth in said foregoing Bill of Sale or Mortgage is true and bona fide as therein set forth.

Acknowledged before:

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 14, p 64, 4/24/1856.

At the request of the Cumberland Coal and Iron Company this mortgage was recorded Apr. 24, 1856.

This Indenture made this twenty fourth day of April in the year of our Lord one thousand eight hundred and fifty six. Between Thomas Hassett of Allegany County in the State of Maryland of the first part and the Cumberland Coal and Iron Company incorporated by the said State of Maryland of the second part. Whereas the said Thomas Hassett now stands justly indebted unto the said parties of the second part in the sum of three hundred and fifty dollars of lawful money payable to the said Company with interest thereon from the date hereof at the time or times and in the manner set forth and specified in the premises or conditions hereinafter written and contained and whereas it was agreed by and between the parties hereto that the payment of the said sum of money with the interest thereon, should be secured by these presents. Now therefore this Indenture witnesseth that the said party of the first part for and in consideration of the premises and in further consideration of the sum of five dollars of lawful money to him in hand paid by the said parties of the second part. at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained and sold and by these presents doth grant, bargain, sell and convey unto the said parties of the second part and their assigns all that Canal Boat now being upon the Chesapeake and Ohio Canal, called and known by the name of the "Denton Jacques" with the appurtenances thereunto belonging. To Have and To Hold the said Canal Boat "Denton Jacques" with the appurtenances unto the said parties of the second part and their assigns forever. Provided always however, and these presents are upon this express condition that if the said party of the first part shall well, faithfully and diligently run the said Canal Boat through the Chesapeake and Ohio Canal from Cumberland to Alexandria with the coal of and exclusively for the said parties of the second part for six months next ensuing the date of these presents at and after the rate of one dollar and twelve and one half cents per ton of coal, in full of freight and all charges for such transportation of coal the said Company being liable for the demurrage at Cumberland or Alexandria, and allow the said parties of the second part to deduct and retain out of the amount of freight which may so accrue and become due to the said party of the first part for each and every trip or voyage of the said Canal Boat, the sum of fifty dollars, to be applied towards the payment and satisfaction of the said debt and interest above mentioned, and provided also, that if the said party of the first part shall, six months after the date hereof, pay and satisfy unto the said parties of the second part or their assigns the balance of the aforesaid debt of three hundred and fifty dollars with interest thereon from the date of these presents in cash which may not then be paid and discharged to the said parties of the second part, by the deductions and retentions of fifty dollars from the freight upon each trip or voyage of said boat from Cumberland to Alexandria as above provided; and provided also that if the said party of the first part shall keep and maintain the said Canal Boat in good and sufficient running order and repair during the said next ensuing six months then and in such case this Indenture and every matter and thing herein contained shall cease and become utterly null and void and the said Thomas Hassett doth hereby covenant, promise and agree to and with the said parties of the second part and their assigns that he will well and truly pay, six months after the date of these presents, the said sum of three hundred and fifty dollars with interest from the date hereof or so much thereof as may be then unpaid and that he will well and truly run and freight the said Canal Boat for and during the next ensuing six months with the coal of and exclusively for the said Company at and after the rates of freight aforesaid in the manner and allowing the deductions and retentions aforesaid for the purpose aforesaid and also that he will keep the said boat in good and sufficient running order and condition as aforesaid and the said parties of the second part do hereby covenant, promise and agree to and with the said party of the first part,

his executors, administrators and assigns that they will pay him one dollar and twelve and one half cents per ton for the carriage and transportation of their coal in the said Canal Boat from Cumberland to Alexandria, as aforesaid, retaining thereout however and from the amount of freight upon and for each cargo or voyage of said Boat, as aforesaid, the sum of fifty dollars to be applied to the aforesaid debt and interest until the same is satisfied. In witness whereof the said parties hereto of the first part has hereunto set his hand and seal and the said Company by its General Superintendent has signed these presents the day and year first herein above written.

Signed, sealed and delivered in the presence of
Andrew Gonder

Thomas Hassett {Seal}
Geo. Henderson, Jr. {Seal}
Gen'l. Supt. Cumberland C. & I. Co.

Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this twenty fourth day of April in the year of our Lord one thousand eight hundred and fifty six, before me the subscriber a Justice of the Peace of the State of Maryland in and for the County aforesaid, personally appeared Thomas Hassett who I am of my own knowledge satisfied is and hereby certify him to be the person named and described as and professing to be the party Grantor and Mortgagor in and to the foregoing Deed of Mortgage and duly acknowledged the same to be his act and deed.

Acknowledged before:

Andrew Gonder, J.P.

State of Maryland, Allegany County: Be it remembered that on this twenty fourth day of April in the year of our Lord eighteen hundred and fifty six before me the subscriber a Justice of the Peace of the State of Maryland in and for the County aforesaid personally appeared George Henderson the General Agent and Superintendent of the Cumberland Coal and Iron Company in said Allegany County, said Company being the Mortgagee in said foregoing Mortgage and made oath that the consideration set forth in said foregoing deed of mortgage is true and bona fide as therein set forth.

Sworn before:

Andrew Gonder, J.P.

At the request of the Cumberland Coal & Iron Co. this Mortgage was recorded March 4th 1856.

This Indenture made this fourth day of March in the year of our Lord one thousand eight hundred and fifty six between Peter B. Petrie of Allegany County in the State of Maryland of the one part and the Cumberland Coal and Iron Company, a Corporation incorporated by the General Assembly of the State of Maryland of the other part, whereas the said Peter B. Petrie stands bound unto the said Cumberland Coal and Iron Company, upon his single bill bearing even date with these presents in the sum of five hundred and seventy six 58/100 dollars payable to said Company, eighteen months after the date thereof, with interest from date which said single bill with the interest thereon, the said Peter B. Petrie has contracted with said Company to pay in manner following, that is to say that the said Peter B. Petrie has contracted with and severally binds and obliges himself to run the Canal Boat "Albany" in freighting for said Company, coal from the Town of Cumberland to Alexandria, Washington City or Georgetown or such other place on the Chesapeake and Ohio Canal as said Company shall designate; and will commence said running as soon as the Canal opens, and shall freight coal constantly and exclusively for said Company of the assigns of said Company, and for no other person or corporation and out of each trip of coal so freighted shall pay the said Company thirty dollars on account of the debt and interest aforesaid; the rate at which the said Petrie is to do the freighting aforesaid is to be at the rate at which a majority in quantity of the coal shipped during the respective seasons, shall be shipped upon the Canal, to the respective points of designation. And it [is] further understood as part of the terms of said contract that the whole amount of said single bill with the interest thereon shall be then paid by the said Petrie, in eighteen months from the date of these presents, otherwise the balance then remaining due shall at the option of said Company or its assigns be payable in money and not in freighting as aforesaid. Now therefore this Indenture Witnesseth that the said Peter B. Petrie, with a view of securing to the said Cumberland Coal and Iron Company the payment of the aforesaid single bill which is drawn upon paper duly stamped according to the Law and also for securing the performance of the contract of said Petrie in relation to freighting hereinbefore recited and the performance of the condition hereinafter stated, in each and all their parts hath granted, bargained and sold, and by these presents doth grant, bargain and sell, alien and convey unto the said Cumberland Coal and Iron Company the Canal Boat "Albany" its rig and furniture. To Have and To Hold unto the said Cumberland Coal and Iron Company, its successors and assigns forever. Provided nevertheless and it is hereby declared to be the true intent and meaning of these presents, and of the parties hereunto that if the said Peter B. Petrie, shall well and truly, as soon as navigation opens on said Canal, commence to freight coal for said Company upon the terms hereinbefore stated and shall faithfully, diligently and constantly freight coal for said Company or its assigns without any unnecessary or unavoidable delays and shall well and truly pay to said Company, the sum of thirty dollars out of the proceeds of each trip as hereinbefore stated and shall within eighteen months from the date of these presents pay and satisfy in full the balance of principal and interest due on said single bill, in money if the same is not fully paid by freighting as aforesaid within the time aforesaid and shall in all other respects fulfill and discharge his agreement as hereinbefore recited, then this instrument of writing and every matter and thing therein contained, shall cease and be utterly null and void, anything herein contained to the contrary thereof in any wise notwithstanding. In testimony whereof the said Peter B. Petrie hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Signed, sealed and delivered in presence of:

P. B. Petrie {Seal}

J. B. Widener.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this fourth day of March eighteen hundred and fifty six before the subscriber a Justice of the Peace of the State of Maryland, in and for said County, personally appeared Peter B. Petrie and acknowledged the foregoing instrument of writing to be his act and deed. And I do further certify that at the same time and place also personally appeared before me George Henderson, Jr. general Superintendent and agent of the Cumberland Coal and Iron Company, acting on behalf of said Company and made oath before me on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

J. B. Widener, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 15, p 244, 1/8/1856.

At the request of the Cumberland Coal & Iron Co. this Mortgage was recorded January 8th 1856.

I William C. Taylor, of Washington County in the State of Maryland being now indebted to the Cumberland Coal and Iron Company, incorporated by an Act of the General Assembly of the State of Maryland, in the sum of two hundred and fifty dollars with interest from the date hereof, in consideration thereof, do hereby bargain and sell to the Cumberland Coal and Iron Company and its assigns the following property, now in my possession, to wit: one Sorrel mare mule, one Roan mare mule, one brown mare mule and one brown horse mule. Provided that if the said William E. Taylor shall pay to the said Cumberland Coal and Iron Company the said sum of two hundred and fifty dollars with interest as aforesaid, on or before the first day of October 1856 then these presents shall be void; and provided also that as I have again agreed to and with said Company to run coal for them on the Chesapeake and Ohio Canal with the Canal Boats, the "Mary R. Hale" and "Rebecca Henderson" exclusively during the spring and summer of 1857 and until the above sum with interest from the date hereof is fully paid, and that the said Company should retain out of the freight money which shall be payable by them to said Taylor out of each trip of said Canal Boats the sum of twenty dollars to be accounted to said Taylor on the above indebtedness until the retentions so made shall amount to said sum of two hundred and fifty dollars, and the interest that may have accrued thereon that then if the retention of twenty dollars on each trip of said Canal Boats shall amount, previously to October 1st 1857 to the sum of two hundred and fifty dollars and whatever interest may have accrued thereon, then these presents shall be void; and provided also that in default of payment, the said Cumberland Coal and Iron Company, its agent, attorney or assigns may sell the above mortgaged property for cash in the Town of Cumberland in front of the St. Michael Hotel (having first given two weeks notice of such sale in some newspaper printed in the Town of Cumberland, and of the time, place and terms thereof) to the highest bidder at public sale.

Witness my hand and seal this eighth day of January eighteen hundred and fifty seven.

Teste: Andrew Gonder

William C. Taylor {Seal}

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 8th day of January in the year of our Lord 1857 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared William C. Taylor, the above named and described mortgagee, and acknowledged the foregoing mortgage to be his act. In witness whereof I have subscribed my name on the day and year first above written

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: On this 8th day of January in the year of our Lord 1857, personally appeared before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County, B. M. Blocher agent of the Cumberland Coal and Iron Company and made oath on the Holy Evangelry of Almighty God that the consideration in the foregoing or above mortgage is bona fide and true as therein set forth. In Testimony whereof I have subscribed my name.

Andrew Gonder, J.P.