

COMPILATION OF
HENRY T. WELD & THOMAS SHERIDAN
CANAL BOAT MORTGAGES
1852- 1875
ALLEGANY COUNTY, MD

Compiled by
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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 from that second volume that most of the following records were found. The records found for canal boat mortgages, presumably, were for new boats built in the Henry T. Weld Boat Yard, which subsequently became the Weld & Sheridan Boat Yard. We have included all the various Allegany County mortgages involving Mr. Ward and Mr. Sheridan so as to have them collected in one place for future analysis of the business. There is a companion document for their Washington County mortgages.

Volunteers and visitors are encouraged to read the enclosed mortgages as their time and interest permits. Feel free to send additional observations for the benefit of other volunteers and visitors.

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Henry Thomas Weld Canal Boat Mortgages 1855 - 1875, Allegany County, MD					
Buyer's Name	Book	Page	Date Recorded	Boat's Name	Purchase Cost
William R. L. Ward	8	735	11/25/1852	Juno	\$487.50
John Mellon	12	813	9/27/1855	Elizabeth Ann	\$1,450
P. B. Petrie	12	815	9/27/1855	Eugene	\$1,400
James Terrell	13	653	11/14/1855	Young America	\$1,450
John H. Groves	14	530	6/27/1856	Democrat	\$1,450
Louis Heltonhouse	14	583	7/23/1856	Lonaconing No. 4	\$1,450
Van Meads	15	412	11/26/1856	Thomas P. Sherman	\$1,450
Henry Dorges	16	2	12/3/1856	Bettie Maulsby	\$1,492
John L. Dutrow	16	148	7/3/1857	Harriet A. Dutrow	\$1,500
John L. Dutrow	16	150	7/3/1857	John L. Dutrow	\$1,500
Walter L. McDonald	16	182	7/25/1857	Walter McAlec	\$1,530
Walter L. McDonald	16	185	7/26/1857	Joseph R. Jordan	\$1,530
John H. Strider	16	275	8/3/1857	G. W. Summer	\$1,500
Samuel Strider	16	278	8/3/1857	Henry A. Wise	\$1,500
Angus McDonald	16	280	8/3/1857	L. E. McDonald	\$1,530
Samuel Strider	16	339	9/8/1857	Samuel Strider	\$1,500
Thomas Strider	16	737	4/10/1858	Thomas Sammon	\$1,500
William Elder	16	739	4/10/1858	J. J. Grehan	\$1,500
Washington Banks	16	742	4/10/1858	Martha Banks	\$1,500
William Edwards	16	745	4/10/1858	William Kerset	\$1,500
A. L. Miller	17	37	5/6/1858	Anthony Kean	\$1,500
A. L. Miller	17	39	5/6/1858	L. Heidelberger	\$1,500
John W. Andrews	17	60	5/22/1858	J. Glossbrenner	\$1,500
Richard O'Neil	17	128	6/25/1858	Mount Savage	\$1,500
Parker H. Hensell	17	359	9/16/1858	Susan R. Hensell	\$1,500
D. H. Morgan	17	361	9/9/1858	Ida Lee	\$1,500
Joseph Owens	17	364	9/9/1858	Ask the Captain	\$1,556
William R. Chaplin	17	366	11/20/1858	W. R. Chaplin	\$1,530
William Taylor	17	368	11/20/1858	Richmond Gregory	\$1,500
Simon Weston	18	61	3/31/1859	Lloyd Lowe	\$1,530
Michael H. Doherty	18	63	4/11/1859	P. A. Healy	\$1,450
Luther B. Kurtz	18	70	4/11/1859	Waynesboro	\$1,530
Peter Quigly	18	706	6/12/1860	Waldo Hutchins	\$1,530
James Dixon	19	132	6/12/1860	Thomas Sheridan	\$1,530
Michael Edenhart	19	161	8/6/1860	Cornelius Stack	\$1,500
James Terrell	19	163	8/6/1860	Henry D. Carleton	\$1,500
William H. Loy	19	222	9/3/1860	William Stanhope	\$1,500
Edward Richter	19	253	9/15/1860	Thomas James	\$1,500
Charles Richter	19	459	10/18/1860	Susquehanna	\$1,500
Jacob Kesser	19	464	9/15/1860	Hiram B. Furlow	\$1,500
C. E. Detmold	20	624	5/21/1863	Nimrod Flora Temple G. W. Summers	\$700 \$700 \$700
C. E. Detmold	20	770	6/22/1863	Juanita	\$700

Henry Thomas Weld	20	791	8/25/1863	Pearl Diamond	\$700 \$700
Joseph I. Grehan	21	224	7/21/1863	Nimrod	\$1,650
Joseph I. Grehan	21	226	7/21/1863	General McClellan	\$1,500
Joseph I. Grehan	24	68	11/18/1865	Wren	\$2,268
Daniel M. Read	27	338	4/23/1868	Diamond	\$1,400
George W. Dixon	30	97	9/8/1869	Henry C. Winship	\$2,000
Samuel Hughes	30	524	11/23/1869	Henry Louthier	\$2,100
John W. Compton	32	285	6/11/1870	J. K. Whitford	\$1,800
Hunter & Bruce	35	23	9/6/1871	Hunter & Bruce	\$1,663
John A. Moore	35	357	1/23/1872	John T. James	\$1,700
Joseph Knowel	39	421	6/28/1873	Lillie Lemmon	\$1,100
Peter Haney	40	211	4/26/1873	Col. Alfred Spates	\$1,844
John Mills	39	539	11/27/1873	George J. Elliott	\$1,600
William E. Griffith	40	209	11/26/1873	Alice	\$1,600
Charles M. Thomas	41	132	12/29/1873	Johnnie & Tommie	\$800
Barney McQuade	41	661	8/6/1874	H. B. Rohrback	\$1,600
Michael Quigly	42	339	4/8/1874	John Sammon	\$1,600
Kearus A. Kirby	43	339	11/6/1874	Congress	\$1,800
Henry Thomas Weld	44	561	4/19/1875	P. Property	\$141.25
Thomas Turner	45	298	9/3/1875	John Douglas	\$600

At the request of Henry Thomas Weld the following Mortgage was recorded Nov. 25th, 1852.

This Indenture made this twelfth day of November 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 one part, and Henry Thomas Weld of said County and State of the other part. Whereas the said William R. L. Ward stands indebted unto the said Henry Thomas Weld in the sum of four hundred and eighty seven dollars and fifty cents upon his three promissory notes, written upon paper duly stamped according to the Laws of Maryland with a ten cent stamp, bearing even date with these presents, for the sum of one hundred & forty nine dollars and sixteen cents each, payable at twelve, fifteen and eighteen months after date respectively, with interest from date. And whereas the said William R. L. Ward is anxious to secure to the said Henry Thomas Weld the payment of the aforesaid promissory notes, with interest thereon, as they become due & payable: Now this Indenture Witnesseth, that the said William R. L. Ward for and in consideration of the premises and of the sum of five dollars to him in hand paid by the said Henry Thomas Weld, the receipt whereof he doth hereby acknowledge, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld the Canal Boat called "Juno" now on the Chesapeake and Ohio Canal. To Have and to Hold unto the said Henry Thomas Weld, his executors and assigns. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents and of the parties hereto, that if the said William R. L. Ward do and shall well and truly pay or cause to be paid unto the said Henry Thomas Weld or his assigns, the aforesaid promissory notes and the interest thereon as they severally fall due, then this indenture of writing and every matter and thing therein contained shall cease and be absolutely null and void, otherwise to remain in full force and virtue in law. And the said William R. L. Ward does hereby covenant and agree with the said Henry Thomas Weld and does hereby authorize & empower the said Henry Thomas Weld, in case the aforesaid promissory notes or either of them is not paid at maturity, to sell at public sale the aforesaid Canal Boat "Juno," giving said Ward fifteen days notice of the time and place of such sale, and the proceeds of such sale to apply to the payment of said notes, and the surplus, if any, to pay to said Ward. And the said Henry Thomas Weld on his part doth covenant and agree to permit said Ward to have the use of his present office and carpenter shop, and the use of the dry dock for the repair of boats, and room or space on said property to build a Canal Boat until the first day of January next, and to give to said Ward twelve hundred feet of oak plank to plank the bottom of the canal boat said Ward is now building. And the said Ward does hereby deliver unto said Weld possession of all the rest of the property, conveyed to the said Weld by the said Ward by an instrument of writing, bearing date on the eleventh day of November eighteen hundred and fifty two, on the day of the date of these presents, and does hereby covenant and agree with the said Weld to deliver to him quiet and peaceable possession of the said office, dry dock and room occupied in building a canal boat, on the first day of January eighteen hundred and fifty three.

In testimony whereof the said William R. L. Ward hereunto set his hand and affixed his seal on the day and year first above written.

Signed, sealed & delivered in presence of:

Also the words "giving said Ward fifteen days notice of the time & place of sale" on the 15th line & 15th line. Also "and carpenter shop" on the 20th line before signing.

W. R. L. Ward {Seal}

H. H. Ainsworth

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this twelfth day of November eighteen hundred and fifty two, before the subscriber, a Justice of [the Peace] the State of Maryland in and for Allegany County, personally appeared William R. L. Ward and acknowledged the foregoing instrument of writing to be his act and deed for the purposes therein mentioned. In testimony whereof I have hereunto subscribed my name on day and year aforesaid.

H. H. Ainsworth, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this twelfth day of November eighteen hundred and fifty two, before the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Henry Thomas Weld, mortgagee in the foregoing instrument of writing, and made oath on the Holy Evangely of Almighty God that the consideration stated therein is true and bona fide as therein set forth. In witness whereof I have hereunto subscribed my name on the day and year aforesaid.

H. H. Ainsworth, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 9, page 60, 11/25/1852.

At the request of Henry T. Weld the following Release of Mortgage was recorded Nov 25th 1852.

Received one dollar in lieu of the State of Maryland stamp tax at the time this deed was offered for record.
H. Resley, Clerk

This Indenture made this twenty fourth day of November in the year of our Lord one thousand eight hundred and fifty two, between Richard D. Johnson of Allegany County and State of Maryland of the one part, and Henry Thomas Weld of the same State and County of the other part. Whereas a certain William R. L. Ward, by his Indenture of Mortgage bearing date upon the twenty seventh day of October eighteen hundred & fifty two and recorded in Liber H. R. No. 8, folios 695, 696 & 697, one of the Land Records of Allegany County, did, in consideration of the indebtedness in said mortgage deed mentioned, grant, bargain and sell, assign and convey unto the said Richard D. Johnson, among other property, two pieces or parcels of land, one thereof having been leased for ninety nine years, renewable forever, by Thomas J. McKaig, Trustee, Moore W. Falls, James C. Ramsey, Alpers Beall & Samuel Eckles, Trustees, by indenture of lease bearing date upon the twenty fifth day of January eighteen hundred and fifty one and recorded in Liber H. R. No. 7, folios 133, 134, 135, 136 & 137, one of the Land Records of Allegany County, to the said Ward. The others thereof having been leased for ninety nine years renewable forever by David Shriver to the said Ward, by Indenture of Lease bearing date upon the fifth day of December eighteen hundred and fifty and recorded in Liber H. R. No. 7, folios 101, 102, 103 & 104, one of the Land Records of Allegany County. And also the Canal Boat "Juno." And whereas the said William R. L. Ward by his deed bearing date upon the eleventh day of November eighteen hundred and fifty two, for the sum of five thousand dollars, hath conveyed & assigned the said two pieces or parcels of land to the said Henry Thomas Weld, and hath in and by said deed also covenanted to and with the said Weld to pay, satisfy or have released all mortgages thereon. And whereas the said Ward hath requested the said Johnson to release said pieces or parcels of land so mortgaged as aforesaid. And whereas the said Weld is to apply the sum of three thousand and thirty nine dollars and thirty three cents to the indebtedness due by Ward to the Mineral Bank of Maryland and to pay in addition thereto the County, State and corporation taxes and ground rents due on the leasehold property hereinbefore mentioned. And whereas the said Johnson, as named mortgagee, has consented to the application of the sum of three thousand and thirty nine dollars and thirty three cents out of said five thousand dollars to the debt due by said Ward to said Bank. And whereas the said William R. L. Ward has by his mortgage bearing date upon the twelfth day of November eighteen hundred and fifty two, mortgaged the said Canal Boat "Juno" to said Weld, and the said Johnson has agreed to release the said boat "Juno" also from the operation of his mortgage. Now therefore this Indenture Witnesseth that the said Richard D. Johnson, for and in consideration of the premises and of the sum of five dollars, current money, to him in hand paid by the said Henry Thomas Weld at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, hath given, granted, bargained and sold, released and by these presents doth give, grant, bargain, sell and release unto the said Henry Thomas Weld the aforesaid lots or parcels of land and the Canal Boat "Juno," mortgaged by said Ward to said Weld. The object of this instrument being to execute to said Weld a release of so much of the said mortgage as conveyed the said lots or parcels of land and the aforesaid canal boat "Juno" to the said Richard D. Johnson. To Have and to Hold the aforesaid lots and parcels of land and the said Canal Boat "Juno" free, clear and discharged from the aforesaid mortgages, to the only proper use of the said Henry

Thomas Weld, his heirs and assigns forever. In testimony whereof the said Richard D. Johnson has hereunto set his hand and seal on the day and year first above written.

Signed, sealed & delivered in the presence of

R. D. Johnson {Seal}

Andrew Gonder

John White

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 24th day of November eighteen hundred and fifty two, before the subscriber, two Justices of the Peace of the State of Maryland in and for Allegany County aforesaid, personally appeared Richard D. Johnson, he being known to us to be the person who is named and described as and professing to be a party to the foregoing deed or indenture and doth acknowledge the said indenture or instrument of writing to be his act and deed. In testimony whereof we hereunto subscribe our names on the day and year aforesaid.

Andrew Gonder, J.P.

John White, J.P.

At the request of Henry T. Weld the following Release was recorded November 25th 1852.

This Indenture made this twelfth day of November in the year of our Lord one thousand eight hundred and fifty two, between the Mineral Bank of Maryland of the one part, and Henry Thomas Weld of Allegany County in the State of Maryland of the other part. Whereas a certain William R. L. Ward, by his Indenture of Mortgage bearing date upon the thirty first day of December eighteen hundred & fifty one and recorded in Liber H. R. No. 8, folios 77, 78 and 79, one of the Land Records of Allegany County, did, in consideration of the indebtedness and other considerations in said mortgage deed particularly mentioned, grant, bargain and sell, assign and confirmed unto the said Mineral Bank, two pieces or parcels of land, one thereof having been leased for ninety nine years, renewable forever, by Thomas J. McKaig, Trustee, Moore W. Falls, James C. Ramsey, Alpers Beall and Samuel Eckles, Trustees, by indenture of lease bearing date upon the twenty fifth day of January eighteen hundred and fifty one and recorded in Liber H. R. No. 7, folios 133, 134, 135, 136 & 137, one of the Land Records of Allegany County, to the said Ward; the others thereof having been leased for ninety nine years renewable forever by David Shriver to the said Ward, by Indenture of Lease bearing date upon the fifth day of December eighteen hundred and fifty & recorded in Liber H. R. No. 7, folios 101, 102, 103 & 104, one of the Land Records of Allegany County. And whereas the said William R. L. Ward by his deed bearing date upon the 11th day of November eighteen hundred and fifty two, hath conveyed & assigned the said two pieces or parcels of ground to the said Henry Thomas Weld, and hath in and by said deed also covenanted to and with the said Weld to pay, satisfy or have released all mortgages thereon. And whereas the said Ward hath requested the said Mineral Bank of Maryland to release said pieces of ground so mortgaged as aforesaid. Now this Indenture Witnesseth that the said Mineral Bank of Maryland, for and in consideration of the premises and of the sum of five dollars to it in hand paid by the said Henry Thomas Weld, hath given, granted, bargained and sold and released and doth by these presents give, grant, bargain and sell and release unto the said Henry Thomas Weld the aforesaid lots or parcels of land. The object of this instrument being to execute a full release of the said mortgage to the said Weld. To Have and to Hold the aforesaid lots and parcels of land free, clear and discharged from the aforesaid mortgages. And this Indenture further witnesseth that the said Mineral Bank of Maryland hath constituted and appointed and doth hereby constitute and appoint Joseph H. Tucker of Allegany County, Maryland, to be its attorney for it and in its name and as its act and deed to acknowledge this Indenture before any person or persons having authority by law to take the said acknowledgement in order that this Indenture may be duly recorded. In testimony whereof the said Mineral Bank of Maryland hath caused its corporate seal to be affixed hereto, attested by its cashier.

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

Mineral Bank of Maryland
By Joseph H. Tucker, Cashier

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 12th day of November 1852, before the subscriber, two Justices of the Peace of the State of Maryland in and for Allegany County, personally appeared Joseph H. Tucker, he being personally known to us to be the person who is named and described as and professing to be the Attorney in the foregoing indenture, and doth acknowledge the said indenture to be the act and deed of the Mineral Bank of Maryland. In testimony whereof we hereunto subscribe our names on the day and year aforesaid.

J. B. Widener, J.P.

John White, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 9, page 63, 11/25/1852.

At the request of Henry T. Weld the following Deed was recorded November 25th 1852.

This Indenture made this eleventh day of November 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 one part, and Henry Thomas Weld of said County and State aforesaid of the other part. Witnesseth, that the said William R. L. Ward, for and in consideration of the sum of five thousand dollars to him in hand paid by the said Henry Thomas Weld at and before the sealing of these presents, the receipt of which is hereby acknowledged, hath granted, bargained and sold and by these presents doth grant, bargain and sell, assign, transfer and set over unto the said Henry Thomas Weld all and several those leasehold premises mentioned and described in two Indentures of Lease, one executed by David Shriver to said Ward bearing date on the fifth day of December eighteen hundred and fifty, and recorded in Liber H. R. No. 7, folios 101, 102, 103 & 104, one of the Land Records of Allegany County, the other executed by Thomas J. McKaig, Trustee, Moore W. Falls, James C. Ramsey, Alpers Beall and Samuel Eckles, Trustees, bearing date upon the twenty fifth day of January eighteen hundred and fifty one and recorded in Liber H. R. No. 7, folios 133, 134, 135, 136 & 137, one of the Land Records of Allegany County, and all the right, title and interest of the said Wm. R. L. Ward, both at law and in equity, of, in and to the same, and of the terms thereby created as fully and in all respects as now held and owned & possessed by the said Ward. To Have and to Hold the aforesaid leasehold premises and terms thereby created, and all the right of the said Ward and thereto, unto the said Henry Thomas Weld, his executors, administrators and assigns. And the said William R. L. Ward, for himself, his executors, administrators, doth covenant, promise and agree to and with the said Henry Thomas Ward to pay & satisfy or have released all executions, taxes, ground rents due on said property, and a proportional part of such ground rents as are now falling due at the expiration of the next day of payment, all mortgages, heirs, encumbrances and charges of what nature or kind soever. In testimony whereof the said William R. L. Ward hath hereunto subscribed his name and affixed his seal on the day & year first herein written.

Signed, sealed & delivered in the presence of
H. H. Ainsworth John Isphart

W. R. L. Ward

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 11th day of November 1852, before the subscriber, two Justices of the Peace of the State of Maryland in and for Allegany County, personally appeared William R. L. Ward, he being known to us to be the person who is named and described as and professing to be a party in the foregoing indenture, and doth acknowledged the same to be his act and deed for the purposes therein mentioned. In testimony whereof we hereunto subscribe our names on the day and year aforesaid. The words "or have released" in 8th line on 2nd page interlined before signed and sealing. And we do further certify that at the same time and place also appeared before us Henry Thomas Weld and made oath before us, on the Holy Evangely of Almighty God, that the consideration stated in the foregoing indenture is true and bona fide as therein set forth. In testimony whereof we hereunto subscribe our names on the day and year aforesaid.

H. H. Ainsworth, J.P.

John Isphart, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 12, page 813, 9/27/1855.

At the request of Henry T. Weld this Mortgage was recorded September 27th 1855.

1855 Sept. 27th Received seventy five cents in lieu of the State of Maryland stamp tax on the following at the time of offering the same for record.

H. Resley, Clerk

This Indenture made this 26th day of September in the year in the year of our Lord eighteen hundred and fifty five between John Mellon of Allegany County in the State of Maryland of the one part and Henry Thomas Weld of said County and State of the other part. Whereas the said Henry Thomas Weld has this day sold to the said Mellon the Canal Boat "Elizabeth Ann" at and for the sum of fourteen hundred and fifty dollars of which the said Mellon has this day paid the sum of one hundred dollars and is to pay the balance of said purchase money in installments of thirty five dollars each for every trip made by said Boat from Cumberland to Georgetown or Alexandria or Washington City, until the entire balance of said purchase money is paid with interest thereon from this date, crediting the respective payment as of the time when such payment shall be made. And whereas the said Mellon with a view to secure the regular and due payment of said installments according to the covenant of the said Mellon hereinafter inserted is willing to execute these presents. Now this Indenture Witnesseth that the said John Mellon for and in consideration of the premises and of the sum of one dollar to him in hand paid by the said Henry Thomas Weld hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld the said Canal Boat "Elizabeth Ann." To Have and to Hold unto the said Henry Thomas Weld, his executors, administrators 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 John Mellon shall well and truly pay unto the said Henry Thomas Weld the aforesaid installments of thirty five dollars and with the interest thereon until the whole amount of the balance of the purchase money shall be fully paid, according to the covenant of said Mellon hereinafter set forth then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void, anything herein contained to the contrary thereof in any wise notwithstanding. And the said John Mellon for himself, his executors and administrators doth hereby covenant, promise and agree to and with the said Henry Thomas Weld that he will regularly run the said canal boat on trips from Cumberland to Georgetown, Washington or Alexandria without intermission or lying by except when prevented from getting loading at Cumberland by strikes of the miners of coal or from unavoidable obstructions on the Canal and that he will pay the aforesaid installments of thirty five dollars with interest thereon from this date until paid for each trip so made or for each trip as he herein covenants the same shall be made.

And this Indenture further Witnesseth that the said Henry Thomas Weld is to have the right in his discretion to take possession of said canal boat if at any time the said John Mellon shall fail to make the payment of the installments according to the covenants hereinbefore written. In testimony whereof the said John Mellon hath hereunto subscribed his name and affixed his seal the day and year first herein written.

Signed, sealed and delivered in presence of:
Andrew Gonder

John Mellon {Seal}

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 26th day of September eighteen hundred and fifty five before the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared John Mellon and acknowledged the foregoing instrument of writing to be his act and deed. In testimony whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this [26th] day of September 1855 before the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Henry Thomas Weld the mortgagee in the foregoing mortgage and made oath upon 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.

Andrew Gonder, J.P.

I hereby release the within mortgage. Witness my hand and seal this 28th day of July 1857.

Henry Thomas Weld {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 12, page 815, 9/27/1855.

At the request of Henry T. Weld this Mortgage was recorded September 27th 1855.

1855 September 25th Received seventy five cents in lieu of the State of Maryland stamp tax on the following at the time the same was offered for record.

H. Resley, Clerk

This Indenture made this 27th day of September in the year in the year of our Lord eighteen hundred and fifty five between P. B. Petrie of Allegany County in the State of Maryland of the one part and Henry Thomas Weld of said County and State of the other part. Whereas the said Henry Thomas Weld has this day sold to the said Petrie the Canal Boat "Eugene" at and for the sum of fourteen hundred dollars of which the said Petrie has this day paid the sum of two hundred dollars and is to pay the balance of said purchase money in installments of thirty five dollars each for every trip made by said boat from Cumberland to Georgetown or Washington City or Alexandria, until the entire balance of said purchase money is paid with interest thereon from this date, crediting the respective payment as of the time when such payments shall be made. And whereas the said Petrie with a view to secure the regular and due payment of said installments according to the covenant of the said Petrie hereinafter inserted is willing to execute these presents. Now this Indenture Witnesseth that the said P. B. Petrie for and in consideration of the premises and of the sum of one dollar to him in hand paid by the said Henry Thomas Weld hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld the said Canal Boat "Eugene." To Have and to Hold unto the said Henry Thomas Weld, his executors, administrators 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 Petrie shall well and truly pay unto the said Henry Thomas Weld the aforesaid installments of thirty five dollars each with the interest thereon until the whole amount of the balance of said purchase money shall be fully paid according to the covenants of said Petrie hereinafter set forth then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void, anything herein contained to the contrary thereof in any wise notwithstanding. And the said P. B. Petrie for himself, his heirs, executors and administrators doth hereby covenant, promise and agree to and with the said Henry Thomas Weld that he will regularly run the said Canal Boat on his trips from Cumberland to Georgetown, Washington or Alexandria without intermission or lying by except when prevented from getting loading at Cumberland by strikes of the miners of coal or by unavoidable obstruction on the Canal and that he will pay the aforesaid installments of thirty five dollars with interest thereon from this date until paid for each trip so made or for each trip as he covenants the same shall be made.

And this Indenture further Witnesseth that the said Henry Thomas Weld is to have the right in his discretion to take possession of said Canal Boat if at any time the said Petrie shall fail to make the payment of the installments according to the covenants hereinbefore written. In testimony whereof the said P. B. Petrie hath hereunto subscribed his name and affixed his seal the day and year first herein written.

Signed, sealed and delivered in presence of:

P. B. Petrie {Seal}

Andrew Gonder

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 25th day of September eighteen hundred and fifty five before me a Justice of the Peace of the State of

Maryland in and for Allegany County, personally appeared P. B. Petrie and acknowledged the foregoing instrument of writing to be his act and deed. In testimony whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 27th day of September 1855 before me a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Henry Thomas Weld the mortgagee in the foregoing mortgage and made oath upon 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.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 13, page 653, 11/14/1855.

At the request of Henry Thos. Weld the following Mortgage was recorded November 14th 1855.

This Indenture made this 10th day of November in the year in the year of our Lord eighteen hundred and fifty five between James Terrill of Allegany County in the State of Maryland of the one part and Henry Thomas Weld of said County and State of the other part. Whereas the said Henry Thomas Weld has this day sold to the said James Terrill the Canal Boat "Young America" at and for the sum of fourteen hundred and fifty dollars of which the said James Terrill is this day to pay three hundred dollars and is to pay the balance of said fourteen hundred and fifty dollars in installments of thirty five dollars each, for every trip made by said boat from Cumberland to Georgetown or Alexandria or Washington City, until the entire balance of said purchase money is paid with interest thereon from this date, crediting the respective payments thereon as of the time when such payment shall be made. And whereas the said James Terrill with a view to secure the regular and due payment of said installments according to the covenant of the said James Terrill hereinafter inserted is willing to execute these presents. Now this Indenture Witnesseth that the said James Terrill for and in consideration of the premises and of the sum of one dollar to him in hand paid by the said Henry Thomas Weld hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld the said canal boat "Young America." To Have and to Hold unto the said Henry Thomas Weld, his executors, administrators and assigns, forever. Provided nevertheless and it is hereby declared to be the true intent and meaning of these and of the parties hereunto that if the said James Terrill shall well and truly pay unto the said Henry Thomas Weld the aforesaid installments of thirty five dollars each with the interest thereon until the whole amount of the balance of said purchase money shall be fully paid, according to the covenant of said James Terrill hereinafter set forth then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void, anything herein contained to the contrary thereof in any wise notwithstanding. And the said James Terrill for himself, his executors and administrators doth hereby covenant, promise and agree to and with the said Henry Thomas Weld that he will regularly run the said canal boat on trips from Cumberland to Georgetown, Washington or Alexandria without intermission or lying by except when prevented from getting loading at Cumberland by strikes of the miners of coal or from unavoidable obstructions on the Canal and that he will pay the aforesaid installments of thirty five dollars with the interest thereon from this date until paid for each trip so made or for each trip as the herein covenants shall be made.

And this Indenture further Witnesseth that the said Henry Thomas Weld is to have the right in his discretion to take possession of said canal boat if at any time the said James Terrill shall fail to make the payment of the installments according to the covenant hereinbefore written. In testimony whereof the said James Terrill hath hereunto subscribed his name and affixed his seal the day and year first herein written.

Signed, sealed and delivered in presence of:
Andrew Gonder

James Terrill {Seal}

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 10th day of November eighteen hundred and fifty five before the subscriber a Justice of the Peace of Allegany County in the State of Maryland, personally appeared James Terrill and acknowledged the foregoing instrument of writing to be his act and deed. In testimony whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 10th day of November eighteen hundred and fifty five before me the subscriber a Justice of the Peace for the State of Maryland in and for Allegany County, personally appeared Henry Thomas Weld the mortgagee in the foregoing mortgage and made oath upon 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 above written.

Andrew Gonder, J.P.

Received seventy five cents State of Maryland Stamp tax on this instrument when offered for record.

H. Resley, Clerk

Allegany County Courthouse, Cumberland, MD, Deed Book 14, page 530, 6/27/1856.

At the request of Lonaconing Coal and Transportation Company & Henry Thos. Weld this Mortgage was recorded June 27th 1856.

This Indenture made this 13th day of June in the year in the year of our Lord eighteen hundred and fifty six between John H. Groves of Washington County in the State of Maryland of the one part and the Lonaconing Coal and Transportation Company and Henry Thomas Weld both of Allegany County in the same State of the other part. Whereas the said Lonaconing Coal and Transportation Company and Henry Thomas Weld has this day sold to the said Groves the canal boat "Democrat" at and for the sum of fourteen hundred and fifty dollars of which sum eight hundred dollars belongs to the said L. C. & T. Co and the remaining six hundred and fifty dollars to the said Weld, which the said Groves is to pay in installments of thirty five dollars each for every trip made by said boat from Cumberland to Georgetown, Alexandria or Washington City, the installments to be paid as follows: to the said L. C. & T. Co. ten dollars and to the said Weld twenty five dollars until the whole amount of their respective sums is paid with interest thereon from this date, crediting the respective payment as of the time when such payments be made. And whereas the said Groves with a view to secure the regular and due payment of said installments according to the covenant of the said Groves hereinafter inserted is willing to execute these presents. Now this Indenture Witnesseth that the said Groves, for and in consideration of the premises and of the sum of one dollar to him in hand paid by the said L. C. & T. Co. and Henry Thomas Weld hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld the said canal boat "Democrat."

To Have and to Hold unto the said L. C. & T. Co. and Henry Thomas Weld, their executors, administrators or assigns, forever. Provided nevertheless and it is hereby declared to be the true intent and meaning of these and of the parties hereunto that if the said Groves shall well and truly pay unto the said L. C. & T. Co. and Weld the aforesaid installments of thirty five dollars each with the interest thereon until the whole amount of the said purchase money shall be fully paid, according to the covenant of said Groves hereinafter set forth then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void, anything herein contained to the contrary in any wise notwithstanding. And the said Groves for himself, his heirs, executors and administrators doth hereby covenant, promise and agree to and with the said L. C. & T. Co. and Weld that he will regularly run the said Canal Boat on trips from Cumberland to Georgetown, Washington City or Alexandria freighting coal for said L. C. & T. Co. for and at regular rates and usages without any intermission or lying by except when prevented from getting loading at Cumberland by strikes of the miners of coal or by unavoidable obstructions on the Canal and that he will pay the aforesaid installments of thirty five dollars each with the interest thereon from this date until paid for each trip so made or for each trip as he covenants shall be made. And this Indenture further Witnesseth that the said L. C. & T. Co. and Weld or either of them is to have the right in his or their discretion to take possession of said Canal Boat if at any time the said Groves shall fail to make the payment of the installments according to the covenants hereinbefore written.

In testimony whereof the said Groves hath hereunto subscribed his name and affixed his seal the day and year first herein written.

Signed, sealed and delivered in presence of:
Andrew Gonder

John H. Groves {Seal}

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 13th day of June eighteen hundred and fifty six before me a Justice of the Peace of the State of the State of Maryland in and for Allegany County, personally appeared John H. Groves and acknowledged the foregoing instrument of writing to be his act and deed. In testimony whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 14th day of June 1856 before me a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared L. J. McAlex, agent of the L. C. & T. Co. and Henry Thomas Weld and made oath upon the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage or instrument of writing is bona fide and true as therein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 14, page 583, 7/23/1856.

At the request of Lonaconing Coal and Transportation Company & Henry T. Weld this Mortgage was recorded July 23rd 1856.

This Indenture made this 19th day of July in the year of our Lord eighteen hundred and fifty six between Louis Heltonhouse of Washington County in the State of Maryland of the one part and the Lonaconing Coal and Transportation Company and Henry Thomas Weld of Allegany County and said State of the other part. Whereas the said L. C. & T. Co. and Henry Thomas Weld has this day sold to the said Heltonhouse the canal boat "Lonaconing No. 4" at and for the sum of fourteen hundred and fifty dollars to be paid in installments of thirty five dollars, for every trip made by said Canal Boat from Cumberland to Georgetown, Washington City or Alexandria, until the whole amount of said purchase money is paid with interest thereon from this date. Said installments to be divided as follows: to the said L. C. & T. Co. ten dollars and to the said Weld twenty five dollars each to be so continued until the said Weld shall have received six hundred and fifty dollars with interest thereon from this date, then L. C. & T. Co. will receive the full installment of thirty five dollars until the whole amount is paid with interest thereon. And whereas the said Heltonhouse with a view to secure the regular and due payment of said installments according to the covenant of the said Heltonhouse hereinafter inserted is willing to execute these presents.

Now this Indenture Witnesseth that the said Heltonhouse, for and in consideration of the premises and of the sum of one dollar to him in hand paid by the said L. C. & T. Co. and H. T. Weld hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said L. C. & T. Co. and H. T. Weld the said canal boat "Lonaconing No. 4."

To Have and To Hold unto the said L. C. & T. Co. and Weld, their heirs, executors, administrators and assigns, forever. Provided nevertheless and it is hereby declared to be the true intent and meaning of these and of the parties hereunto that if the said Heltonhouse shall well and truly pay unto the said L. C. & T. Co. and Weld the aforesaid installments of thirty five dollars each with interest thereon until the whole amount of the purchase money shall be fully paid, according to the covenant of said Heltonhouse hereinafter set forth then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void, anything herein to the contrary thereof in any wise notwithstanding. And the said Heltonhouse for himself, his heirs, executors, administrators and assigns doth hereby covenant, promise and agree to and with the said L. C. & T. Co. and Weld that he will regularly run the said Canal Boat on trips from Cumberland to Alexandria, Georgetown or Washington City without intermission or lying by except when prevented from getting loading at Cumberland by strikes of the miners of coal or by unavoidable obstructions on the Canal and that he will pay the aforesaid installments of thirty five dollars each with interest in the manner aforesaid to the L. C. & T. Co. and Weld for each trip so made or for each trip he covenants shall be made. The said Heltonhouse further obligates himself, his heirs, executors and administrators to carry or freight coal for the L. C. & T. Co. with the said Canal Boat "Lonaconing No. 4" and with his other Canal Boat "J. H. Broth" until such time as the covenants and obligations hereinbefore mentioned shall be fully complied with in all their parts at current rates and usages. And this Indenture further Witnesseth that the said L. C. & T. Co. and H. T. Weld or either of them separately will have the right in his or their discretion to take possession of said Canal Boat "Lonaconing No. 4" if at any time the said Heltonhouse shall fail to make the payments of the installments according to the covenants hereinbefore written.

In testimony whereof the said Heltonhouse hath hereunto subscribed his name and affixed his seal on the day and year first herein written.

Signed, sealed and delivered in presence of:
Andrew Gonder

Louis Heltonhouse {Seal}

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 19th day of July eighteen hundred and fifty six before the subscriber a Justice of the Peace of the State of Allegany County in the State of Maryland, personally appeared Louis Heltonhouse and acknowledged the foregoing instrument of writing to be his act and deed. In testimony whereof I hereunto subscribe my name on the day and year aforesaid.

[Andrew Gonder, J.P.]

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 19th day of July eighteen hundred and fifty six before me a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared the agent of the Lonaconing Coal and Transportation Company and Henry Thomas Weld the mortgagees in the foregoing mortgage and made oath upon 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 above written.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 15, page 412, 11/26/1856.

At the request of H. T. Weld the following Mortgage was recorded November 26th 1856.

This Indenture made this 5th day of November in the year in the year of our Lord eighteen hundred and fifty six, between Van Meads of Washington County in the State of Maryland of the one part and Henry Thomas Weld of Allegany County in said State and E. P. Briggs & Co. of the City of New York of the other part. Whereas the said Weld and E. P. Briggs & Co. has sold to the said Van Meads the Canal Boat "Thomas P. Sherman" for the sum of fourteen hundred and fifty dollars which the said Meads is to pay in installments of thirty five dollars each for every trip made by said boat from Cumberland to Georgetown, Alexandria or Washington City, said installments of thirty five dollars each is first to be paid to the said H. T. Weld until such time as said installments amount in the aggregate to seven hundred and fifty dollars with interest thereon from this date until the said seven hundred and fifty dollars is fully paid with the interest. Then the said Meads is to pay to the said E. P. Briggs & Co. the said installments of thirty five [dollars] each until he shall have paid the sum of seven hundred [dollars] with interest. And whereas the said Van Meads with a view to secure the regular and due payment of said installments in the manner aforesaid and according to the covenants hereinafter inserted is willing to execute these presents. Now this Indenture Witnesseth that the said Van Meads for and in consideration of the premises and of the sum of one dollar to him in hand paid by the said Weld & Briggs & Co. hath bargained, granted and sold and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld and E. P. Briggs & Co. the said Canal Boat "Thomas P. Sherman." To Have and to Hold unto the said Weld and Briggs & Co., their heirs, executors and assigns, forever. Provided nevertheless and it is hereby declared to be the true intent and meaning of these and of the parties hereunto that if the said Van Meads shall well and truly pay the aforesaid installments of thirty five dollars each with the interest first to the said Weld until he the said Weld shall have received seven hundred and fifty dollars with the interest thereon and thereafter to the said E. P. Briggs & Co. seven hundred dollars with interest, then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void. And the said Meads for himself, his heirs, executors and assigns doth hereby covenant, promise and agree to and with the said Weld & Briggs & Co. that he will run the said canal boat carrying coal for the Robbin Hood Co. at current rates and usages on trips between the aforesaid places regularly and without intermission or lying by except when prevented from getting loading at Cumberland by strikes of the miners of coal or from unavoidable obstructions on the Canal and that he will pay the aforesaid installments for each trip so made or for each trip as herein covenanted shall be made.

And this Indenture further Witnesseth that the said Henry Thomas Weld and E. P. Briggs & Co. or either of them separately will have the right to take immediate possession of said Canal Boat if at any time the said Meads shall fail to make the payment of said installments or fail to comply with the covenants or obligations hereinbefore written. In testimony whereof the said Meads hath hereunto subscribed his name and affixed his seal the day and year above written.

Signed, sealed and delivered in presence of:

Andrew Gonder

Van Meads {Seal}

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 5th day of November eighteen hundred and fifty six before me the subscriber a Justice of the Peace of Allegany County in the State of Maryland personally appeared Van Meads and acknowledged the

aforegoing instrument of writing to be his act and deed. In testimony whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this fifth day of November eighteen hundred and fifty six before me the subscriber a Justice of the Peace for the State of Maryland in and for Allegany County personally appeared Thomas Weld and Thomas Sheridan agent for E. P. Briggs & Co. the mortgagees in the foregoing mortgage made oath 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.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 16, page 2, 12/3/1856.

At the request of Henry Thomas Weld and E. P. Briggs & Co. the following Mortgage was recorded Dec. 3rd 1856.

This Indenture made this 29th day of November in the year in the year of our Lord eighteen hundred and fifty six, between Henry Dorges of Washington County in the State of Maryland of the one part and Henry Thomas Weld of Allegany County in said State and E. P. Briggs & Co. of New York of the other part. Whereas the said Weld and E. P. Briggs & Co. has sold to the said Dorges the canal boat "Bettie Maulsby" for the sum of fourteen hundred and ninety two dollars to be paid in installments of thirty five dollars each for every trip made by said boat from Cumberland to Georgetown, Washington City or Alexandria, until the whole amount of said purchase money is paid with interest thereon from this date. The said installments to be paid in manner and form as follows: the said installments to be paid to the said Thomas H. Weld until he the said Weld shall have received the sum of seven hundred and ninety two dollars and the interest thereon from the date hereof; then the said installments to be paid to the said E. P. Briggs & Co. until then the said Briggs & Co. shall have received the sum of seven hundred dollars with interest thereon until the whole is paid; at which time the claims of the parties of the second part shall cease and determine. And whereas the said Dorges with a view to secure the regular and due payment of said installments, according to the covenants of the said Dorges hereinafter inserted is willing to execute these presents.

Now this Indenture Witnesseth that the said Dorges for and in consideration of the premises and of the sum of one dollar to him in hand paid by the said Weld and E. P. Briggs & Co. hath granted, bargained, and sold and by these presents doth grant, bargain and sell unto the said Weld and Briggs & Co. the said canal boat "Bettie Maulsby." To have and to hold unto the said Weld and Briggs & Co., their heirs, executors and assigns, forever. Provided nevertheless and it is hereby declared to be the true intent of these and the parties hereunto that if the said Dorges shall well and truly pay unto the said Weld and Briggs & Co. the aforesaid installments of thirty five dollars each with interest thereon in the manner aforesaid, until the whole amount shall be fully paid according to the covenant of the said Dorger, herein set forth, then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void, anything herein contained to the contrary notwithstanding. And the said Henry Dorges for himself, his heirs, executors, administrators and assigns doth hereby covenant, promise and agree to and with the said Weld and Briggs & Co. that he will regularly run the said Canal Boat on trips from Cumberland to Georgetown, Washington City or Alexandria in such line as the said E. P. Briggs & Co. or their authorized agent may direct at current rates and usages, and that he will run the said Boat without intermission or lying by, except when prevented from getting loading at Cumberland by strikes of the miners of coal or from some other unavoidable obstructions on the Canal, and that he will pay the aforesaid installments of thirty five dollars each for every trip so made or for each trip as he herein covenants shall be made.

And this Indenture further Witnesseth that the said Weld and E. P. Briggs & Co. will have the right to take immediate possession of said Canal Boat, if at any time the said Dorges shall refuse or fail to comply with any of the covenants or obligations hereinbefore written. In testimony whereof the said Henry Dorges hath hereunto subscribed his name and affixed his seal the day and year first herein written.

Signed, sealed and delivered in presence of:
Andrew Gonder

Henry Dorges {Seal}

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 29th day of November eighteen hundred and fifty six before me the subscriber a Justice of the Peace of Allegany County in the State of Maryland personally appeared Henry Dorges and acknowledged the foregoing instrument of writing to be his act and deed. In testimony whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered & it is hereby certified that on this 29th day of November eighteen hundred and fifty six before me the subscriber a Justice of the Peace for the State of Maryland in and for Allegany County, personally appeared Henry Thomas Weld and Doctor R. McKaig agent for E. P. Briggs & Co. the mortgagees in the foregoing mortgage and made oath 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 above written.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 16, page 148, 7/3/1857.

At the request of Henry T. Weld this Mortgage was recorded July 3rd 1857.

This Indenture made this 27th day of June eighteen hundred and fifty seven, between John L. Dutrow of Allegany County, State of Maryland of the first part and Henry Thomas Weld of Allegany County, State of Maryland, of the second part. Whereas the said Henry Thomas Weld has this day sold to the said John L. Dutrow the Canal Boat called "Harriet A. Dutrow" at and for the sum of fifteen hundred dollars, which the said J. L. Dutrow is to pay unto the said Weld and his assigns, in installments of forty five dollars each, for the first twenty two trips and thirty five dollars each for every subsequent trip made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, until the entire amount of said purchase money is paid with interest thereon from this date, crediting the respective payments thereon as of the time when such payments shall be made. And whereas it was a part of said contract of purchase and sale between the said John L. Dutrow and the said Weld that the said John L. Dutrow shall use the said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; and to receive the loads of said boat promptly at each trip with the coal of such company or person as the said Weld shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company and the Allegany Mining Company; and keep said boat in proper repair: all of which said stipulations the said John L. Dutrow hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always that if said Weld should not be prepared with coal within twenty four hours of the boat being reported by the Captain as ready to receive her load, then the said John L. Dutrow to have the right of loading wherever he chooses for that trip, provided the detention is not caused by a glut of boats, in which case all must take their turn. And whereas the said John L. Dutrow is anxious to secure unto the said Weld and his assigns the regular and due payment of each and every installment of said purchase money and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said John L. Dutrow is willing to execute these presents.

Now this Indenture Witnesseth that the said John L. Dutrow for and in consideration of the premises hath granted, bargained, and sold and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the canal boat called "Harriet A. Dutrow." To have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns, forever. Provided nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said John L. Dutrow shall well and truly pay unto the said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money upon each and every trip as aforesaid until the whole purchase money, with the interest as aforesaid, shall be fully paid, and if the said John L. Dutrow shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this mortgage, then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void; otherwise to remain in full force and virtue in law. And this instrument further witnesseth that it is mutually agreed between the parties aforesaid that in case of any default upon the part of the said John L. Dutrow to make regular payments on account of said purchase money, as herein provided or in case of a failure to make regular trips as aforesaid with said boat, or [in] case of a refusal or neglect upon the part of the said John L. Dutrow to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure

to perform any of the stipulations or recitals in this mortgage named to be done and performed on the part of the said John L. Dutrow, then and in that event, the said Henry Thomas Weld or his assigns, is hereby authorized to take immediate possession of said boat and after ten days public notice thereof in a newspaper printed in the City of Cumberland, to sell said canal boat at public sale, as mortgagee, to the highest bidder for cash or on credit; and out of the proceeds of such sale, pay first the expenses of such sale and advertisement and then the balance due to said Weld, or his assigns, of said purchase money and interest.

In witness whereof the said John L. Dutrow hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder

John L. Dutrow {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 27th day of June 1857 before the subscriber a Justice of the Peace of the State of Maryland in and for said County personally appeared John L. Dutrow and acknowledged the foregoing instrument to be his act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 30th day of June 1857 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Henry Thomas Weld the mortgagee in the foregoing mortgage and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

For value received I assign the within mortgage to the American Coal Company of Allegany County. Witness my hand and seal this 6th day of October 1858.

Henry Thomas Weld {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 16, page 150, 7/3/1857.

At the request of Henry T. Weld this Mortgage was recorded July 3rd 1857.

This Indenture made this 27th day of June eighteen hundred and fifty seven, between John L. Dutrow of Allegany County, State of Maryland of the first part and Henry Thomas Weld of Allegany County, State of Maryland, of the second part. Whereas the said Henry Thomas Weld has this day sold to the said John L. Dutrow the canal boat called "John L. Dutrow" at and for the sum of fifteen hundred dollars, which the said J. L. Dutrow is to pay unto the said Weld and his assigns, in installments of forty five dollars each, for the first twenty two trips and thirty five dollars each for every subsequent trip made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, until the entire amount of said purchase money is paid with interest thereon from this date, crediting the respective payments thereon as of the time when such payments shall be made. And whereas it was a part of said contract of purchase and sale between the said John L. Dutrow and the said Weld that the said John L. Dutrow shall use the said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; and to receive the loads of said boat promptly at each trip with the coal of such company or person as the said Weld shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company and the Allegany Mining Company; and keep said boat in proper repair: all of which said stipulations the said John L. Dutrow hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always that if the said Weld should not be prepared with coal within twenty four hours of the boat being reported by the Captain as ready to receive her load, then the said John L. Dutrow to have the right of loading wherever he chooses for that trip, provided the detention is not caused by a glut of boats, in which case all must take their turn. And whereas the said John L. Dutrow is anxious to secure unto the said Weld and his assigns the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said John L. Dutrow is willing to execute these presents.

Now this Indenture witnesseth that the said John L. Dutrow for and in consideration of the premises hath granted, bargained, and sold and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the canal boat called "John L. Dutrow," to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns, forever. Provided nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said John L. Dutrow shall well and truly pay unto the said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said John L. Dutrow shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this mortgage, then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void; otherwise to remain in full force and virtue in law. And this instrument further witnesseth that it is mutually agreed between the parties aforesaid that in case of any default upon the part of the said John L. Dutrow to make regular payments on account of said purchase money, as herein provided or in case of a failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect upon the part of the said John L. Dutrow to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with

said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named to be done and performed on the part of the said John L. Dutrow, then and in that event, the said Henry Thomas Weld or his assigns, is hereby authorized to take immediate possession of said boat and after ten days public notice thereof in a newspaper printed in the City of Cumberland, to sell said Canal Boat at public sale, as mortgagee, to the highest bidder for cash or on credit; and out of the proceeds of such sale, pay first the expenses of such sale and advertisement and then the balance due to said Weld, or his assigns, of said purchase money and interest.

In witness whereof the said John L. Dutrow hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder

John L. Dutrow {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this ____ day of ____ 1857 before the subscriber a Justice of the Peace of the State of Maryland in and for said County personally appeared John L. Dutrow and acknowledged the foregoing instrument to be his act and deed.
Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 30th day of June 1857 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Henry Thomas Weld the mortgagee in the foregoing mortgage and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

For value received I assign the within mortgage to the American Coal Company of Allegany County. Witness my hand and seal this 6th day of October 1858.

Henry Thomas Weld {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 16, page 182, 7/25/1857.

At the request of Henry Thomas Weld this Mortgage was recorded July 25th 1857.

This Indenture made this 14th day of July eighteen hundred and fifty seven, between Walter L. McDonald of Morgan County, State of Virginia of the first part and Henry Thomas Weld of Allegany County, State of Maryland, of the second part. Whereas the said Henry Thomas Weld sold to the said McDonald the canal boat called "Walter McAlec" at and for the sum of fifteen hundred and thirty dollars, which the said McDonald is to pay unto the said Weld and his assigns, the said purchase money, in installments of eighty five dollars for the first trip, forty dollars each for the ten following trips and thirty five dollars each for every subsequent trip made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, until the entire purchase money is paid, with interest thereon from this date, crediting the respective payments thereon as of the time when such payments shall be made. And whereas it was a part of said contract of purchase and sale between the said McDonald and the said Weld that the said McDonald shall use the said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; and to receive the loads of said boat promptly at each trip, with the coal of such company or person as the said Weld shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company and the Allegany Mining Company; and keep said boat in proper repair; all of which said stipulations the said McDonald hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always that if the said Weld should not be prepared with coal within twenty four hours of the boat being reported by the Captain as ready to receive her load, then the said McDonald to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case all must take their turn. And whereas the said W. L. McDonald is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, of the said McDonald is willing to execute these presents.

Now this Indenture witnesseth that the said McDonald for and in consideration of the premises hath granted, bargained, and sold and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the canal boat called "Walter McAlec" to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns, forever. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said McDonald shall well and truly pay unto the said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said McDonald shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this mortgage, then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void; otherwise to remain in full force and virtue in law. And this instrument further witnesseth that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said McDonald to make regular payments on account of said purchase money, as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect upon the part of the said McDonald to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat

is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named to be done and performed on the part of the said McDonald, then and in either event, the said Henry Thomas Weld or his assigns, is hereby authorized to take immediate possession of said boat and after ten days public notice thereof, in a newspaper printed in the City of Cumberland, to sell said Canal Boat at public sale, as mortgagee, to the highest bidder for cash or on credit; and out of the proceeds of such sale pay first the expenses of such sale and advertisement and then the balance due to said Weld, or his assigns, of said purchase money and interest.

In witness whereof the said W. L. McDonald hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder
Thomas Sheridan

W. L. McDonald {Seal}

State of Maryland, _____ County, to wit: I hereby certify that on this 14th day of July 185[7], before the subscriber a Justice of the Peace of the State of Maryland in and for said County personally appeared W. L. McDonald and acknowledged the foregoing instrument to be his act and deed.
Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 17th day of July 1857 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Henry Thomas Weld the mortgagee in the foregoing mortgage and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

I hereby assign the within mortgage to the American Coal Company of Allegany County. Witness my hand and seal this 15th day of May 1858.

Henry Thomas Weld {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 16, page 185, 7/25/1857.

At the request of Henry Thomas Weld this Mortgage was recorded July 25th 1857.

This Indenture made this 16th day of July eighteen hundred and fifty seven, between Walter L. McDonald of Morgan County, State of Virginia of the first part and Henry Thomas Weld of Allegany County, State of Maryland, of the second part. Whereas the said Henry Thomas Weld has sold to the said W. L. McDonald the canal boat called "Joseph R. Jordan" at and for the sum of fifteen hundred and thirty dollars, of which the said McDonald has paid the sum of twenty five dollars and is to pay unto the said Weld and his assigns, the balance of the said purchase money, in installments of thirty five dollars each for every trip made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, until the entire balance of purchase money is paid, with interest thereon from this date, crediting the respective payments thereon as of the time when such payments shall be made. And whereas it was a part of said contract of purchase and sale between the said McDonald and the said Weld, that the said McDonald shall use the said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; and to receive the loads of said boat promptly at each trip, with the coal of such company or person as the said Weld shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company and the Allegany Mining Company; and keep said boat in proper repair; all of which said stipulations the said McDonald hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always that if the said Weld should not be prepared with coal within twenty four hours of the boat being reported by the Captain as ready to receive her load, then the said McDonald to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case all must take their turn. And whereas the said W. L. McDonald is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said McDonald is willing to execute these presents.

Now this Indenture witnesseth that the said McDonald for and in consideration of the premises hath granted, bargained, and sold and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the canal boat called "Joseph R. Jordan" to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns, forever. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said McDonald shall well and truly pay unto the said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said McDonald shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this mortgage, then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void; otherwise to remain in full force and virtue in law. And this instrument further witnesseth that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said McDonald to make regular payments on account of said purchase money, as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect upon the part of the said McDonald to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this

mortgage named to be done and performed on the part of the said McDonald, then and in either event, the said Henry Thomas Weld or his assigns, is hereby authorized to take immediate possession of said boat and after ten days public notice thereof, in a newspaper printed in the City of Cumberland, to sell said canal boat at public sale, as mortgagee, to the highest bidder for cash or on credit; and out of the proceeds of such sale pay first the expenses of such sale and advertisement and then the balance due to said Weld, or his assigns, of said purchase money and interest.

In witness whereof the said W. L. McDonald hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder
Thomas Sheridan

W. L. McDonald {Seal}

State of Maryland, _____ County, to wit: I hereby certify that on this 14th day of July 185[7], before the subscriber a Justice of the Peace of the State of Maryland in and for said County personally appeared W. L. McDonald and acknowledged the foregoing instrument to be his act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 17th day of July 1857 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Henry Thomas Weld the mortgagee in the foregoing mortgage and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

I hereby assign to the American Coal Company of Allegany County the within mortgage. Witness my hand and seal this 15th day of May 1858.

Henry Thomas Weld {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 16, page 275, 8/3/1857.

At the request of Henry Thomas Weld this Mortgage was recorded Aug. 3rd, 1857.

This Indenture made this 30th day of July eighteen hundred and fifty seven, between John Humphrey Strider of Jefferson County, State of Virginia of the first part and Henry Thomas Weld of Allegany County, State of Maryland, of the second part. Whereas the said Henry Thomas Weld sold to the said J. H. Strider the canal boat called "G. W. Summer" at and for the sum of fifteen hundred dollars, which the said J. H. Strider is to pay unto the said Weld and his assigns, in installments of fifty eight dollars each for the first ten trips, forty nine dollars each for the five following trips and thirty five dollars for every subsequent trip made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, until the entire purchase money is paid, with interest thereon from this date, crediting the respective payments thereon as of the time when such payments shall be made. And whereas it was a part of said contract of purchase and sale between the said J. H. Strider and the said Weld that the said J. H. Strider shall use the said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; and to receive the loads of the said boat promptly at each trip, with the coal of such company or person as the said Weld shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company and the Allegany Mining Company; and keep said boat in proper repair; all of which said stipulations the said J. H. Strider hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always, that if the said Weld should not be prepared with coal within twenty four hours of the boat being reported by the Captain as ready to receive her load, then the said J. H. Strider to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case all must take their turn. And whereas the said J. H. Strider is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said J. H. Strider is willing to execute these presents.

Now this Indenture witnesseth that the said J. H. Strider for and in consideration of the premises hath granted, bargained, and sold and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called "G. W. Summer" to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns, forever. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said J. H. Strider shall well and truly pay unto the said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said J. H. Strider shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this mortgage, then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void; otherwise to remain in full force and virtue in law. And this instrument further witnesseth that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said J. H. Strider to make regular payments on account of said purchase money, as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect upon the part of the said J. H. Strider to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this

mortgage named to be done and performed on the part of the said J. H. Strider, then and in either event, the said Henry Thomas Weld or his assigns, is hereby authorized to take immediate possession of said boat and after ten days public notice thereof, in a newspaper printed in the City of Cumberland, to sell said Canal Boat at public sale, as mortgagee, to the highest bidder for cash or on credit; and out of the proceeds of such sale pay first the expenses of such sale and advertisement and then the balance due to said Weld, or his assigns, of said purchase money and interest.

In witness whereof the said J. H. Strider hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder
Thomas Sheridan

John H. Strider {Seal}

State of Maryland, _____ County, to wit: I hereby certify that on this 30th day of July 1857, before the subscriber a Justice of the Peace of the State of Maryland in and for said County personally appeared John H. Strider and acknowledged the foregoing instrument to be his act and deed.
Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 31st day of July 1857 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Henry Thomas Weld the mortgagee in the foregoing mortgage and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

I hereby assign the within mortgage to the American Coal Company of Allegany County. Witness my hand and seal this 15th day of May 1858.

Henry Thomas Weld {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 16, page 278, 8/3/1857.

At the request of Henry T. Weld this Mortgage was recorded August 3rd, 1857.

This Indenture made this 30th day of July eighteen hundred and fifty seven, between Samuel Strider of Jefferson County, State of Virginia of the first part and Henry Thomas Weld of Allegany County, State of Maryland, of the second part. Whereas the said Henry Thomas Weld has this day sold to the said S. Strider the Canal Boat called "Henry A. Wise" at and for the sum of fifteen hundred dollars, which the said S. Strider is to pay unto the said Weld and his assigns, in installments of fifty eight dollars each for the first ten trips, then forty nine dollars for the next five trips and thirty five [dollars] for every [subsequent] trip made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, until the entire balance of said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon as of the time when such payments shall be made. And whereas it was a part of said contract of purchase and sale between the said Samuel Strider and the said Weld that the said Samuel Strider shall use the said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; and to receive the loads of the said boat promptly at each trip, with the coal of such company or person as the said Weld shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company and the Allegany Mining Company; and keep said boat in proper repair; all of which said stipulations, the said Samuel Strider hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always, that if the said Weld should not be prepared with coal within twenty four hours of the boat being reported by the Captain as ready to receive her load, then the said Samuel Strider to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case all must take their turn. And whereas the said Samuel Strider is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said Samuel Strider is willing to execute these presents.

Now, this Indenture Witnesseth that the said Samuel Strider for and in consideration of the premises hath granted, bargained, and sold and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called "Henry A. Wise" to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns, forever. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Samuel Strider shall well and truly pay unto the said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said Samuel Strider shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this mortgage, then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void; otherwise to remain in full force and virtue in law. And this instrument further Witnesseth that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said Samuel Strider to make regular payments on account of said purchase money, as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect upon the part of the said Samuel Strider to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned,

or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named to be done and performed on the part of the said Samuel Strider, then and in that event, the said Henry Thomas Weld or his assigns, is hereby authorized to take immediate possession of said boat and after ten days public notice thereof, in a newspaper printed in the City of Cumberland, to sell said Canal Boat at public sale, as mortgagee, to the highest bidder for cash or on credit; and out of the proceeds of such sale pay first the expenses of such sale and advertisement and then the balance due to said Weld, or his assigns, of said purchase money and interest.

In witness whereof the said Samuel Strider hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Teste: Andrew Gonder
Thomas Sheridan

Samuel Strider {Seal}

State of Maryland, _____ County, to wit: I hereby certify that on this 30th day of July 1857, before the subscriber a Justice of the Peace of the State of Maryland in and for said County personally appeared Samuel Strider and acknowledged the foregoing instrument to be his act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 31st day of July 1857 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Henry Thomas Weld, the mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

I hereby assign the within mortgage to the American Coal Company of Allegany County. Witness my hand and seal this 15th day of May 1858.

Henry Thomas Weld {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 16, page 280, 8/3/1857.

At the request of Henry Thomas Weld this Mortgage was recorded August 3rd, 1857.

This Indenture made this 29th day of July eighteen hundred and fifty seven, between Angus McDonald of Morgan County, State of Virginia of the first part and Henry Thomas Weld of Allegany County, State of Maryland, of the second part. Whereas the said Henry Thomas Weld has this day sold to the said McDonald the Canal Boat called "L. E. McDonald" at and for the sum of fifteen hundred and thirty seven dollars, which the said McDonald is to pay unto the said Weld and his assigns, in installments of eighty five dollars for the first trip, forty dollars each for the ten following trips and thirty five dollars for every subsequent trip made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, until the entire purchase money is paid, with interest thereon from this date, crediting the respective payments thereon as of the time when such payments shall be made. And whereas it was a part of said contract of purchase and sale, between the said McDonald and the said Weld, that the said McDonald shall use the said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; and to receive the loads of said boat promptly at each trip, with the coal of such company or person as the said Weld shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company and the Allegany Mining Company; and keep said boat in proper repair; all of which said stipulations the said McDonald hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always that if the said Weld should not be prepared with coal within twenty four hours of the boat being reported by the Captain as ready to receive her load, then the said McDonald to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case all must take their turn. And whereas the said Angus McDonald is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said McDonald is willing to execute these presents.

Now this Indenture witnesseth that the said Angus McDonald for and in consideration of the premises hath granted, bargained, and sold and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the canal boat called "L. E. McDonald" to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns, forever. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said McDonald shall well and truly pay unto the said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said McDonald shall well and truly do and perform all the covenants on his part to be done and performed, as set forth in this mortgage, then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void; otherwise to remain in full force and virtue in law. And this instrument further witnesseth that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said McDonald to make regular payments on account of said purchase money, as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect upon the part of the said McDonald to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or

in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named to be done and performed on the part of the said McDonald, then and in that event, the said Henry Thomas Weld or his assigns, is hereby authorized to take immediate possession of said boat and after ten days public notice thereof, in a newspaper printed in the City of Cumberland, to sell said canal boat at public sale, as mortgagee, to the highest bidder for cash or on credit; and out of the proceeds of such sale pay first the expenses of such sale and advertisement and then the balance due to said Weld, or his assigns, of said purchase money and interest.

In witness whereof, the said McDonald hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Teste: Andrew Gonder
Thomas Sheridan

Angus McDonald {Seal}

State of Maryland, _____ County, to wit: I hereby certify that on this 29th day of July 1857, before the subscriber a Justice of the Peace of the State of Maryland in and for said County personally appeared Angus McDonald and acknowledged the foregoing instrument to be his act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 30th day of July 1857 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Henry Thomas Weld the mortgagee in the foregoing mortgage and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

I hereby assign the within mortgage to the American Coal Company of Allegany County. Witness my hand and seal this 15th day of May 1858.

Henry Thomas Weld {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 16, page 339, 9/8/1857.

At the request of Henry Thomas Weld this Mortgage was recorded September 8th, 1857.

This Indenture made this first day of September eighteen hundred and fifty seven, between Col. Samuel Strider of Jefferson County, State of Virginia of the first part and Henry Thomas Weld of Allegany County, State of Maryland, of the second part.

Whereas the said Henry Thomas Weld has this day sold to the said Strider the Canal Boat called "Samuel Strider" at and for the sum of fifteen hundred dollars, which the said Strider is to pay unto the said Weld and his assigns, in installments of fifty five dollars each for every trip made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, until the entire purchase money is paid, with interest thereon from this date, crediting the respective payments thereon as of the time when such payments shall be made. And whereas it was a part of said contract of purchase and sale between the said Strider and the said Weld that the said Strider shall use the said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; and to receive the loads of said boat promptly at each trip, with the coal of such company or person as the said Weld shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company and the Allegany Mining Company; and keep said boat in proper repair; all of which said stipulations the said Strider hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always that if the said Weld should not be prepared with coal within twenty four hours of the boat being reported by the Captain as ready to receive her load, then the said Strider to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case all must take their turn. And whereas the said Samuel Strider is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said Strider is willing to execute these presents.

Now this Indenture witnesseth that the said Samuel Strider for and in consideration of the premises hath granted, bargained, and sold and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called "Samuel Strider" to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns, forever. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Samuel Strider shall well and truly pay unto the said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said Samuel Strider shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this mortgage, then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void; otherwise to remain in full force and virtue in law. And this instrument further witnesseth that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said Samuel Strider to make regular payments on account of said purchase money, as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect upon the part of the said Samuel Strider to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned,

or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named to be done and performed on the part of the said Samuel Strider, then and in that event, the said Henry Thomas Weld or his assigns, is hereby authorized to take immediate possession of said boat and after ten days public notice thereof, in a newspaper printed in the City of Cumberland, to sell said Canal Boat at public sale, as mortgagee, to the highest bidder for cash or on credit; and out of the proceeds of such sale pay first the expenses of such sale and advertisement and then the balance due to said Weld, or his assigns, of said purchase money and interest.

In witness whereof the said Samuel Strider hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder
Thomas Sheridan

Samuel Strider {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 1st day of September 1857, before the subscriber a Justice of the Peace of the State of Maryland in and for said County personally appeared Samuel Strider and acknowledged the foregoing instrument to be his act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 7th day of September 1857 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Henry Thomas Weld, the mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

I hereby assign the within mortgage to the American Coal Company of Allegany County. Witness my hand and seal this 15th day of May 1858.

Henry Thomas Weld {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 16, page 737, 4/10/1858.

At the request of Henry Thomas Weld this Mortgage was recorded April 10th, 1858.

This Indenture, made this 24th day of March eighteen hundred and fifty eight, between Thomas Sammon of Allegany County, State of Maryland of the first part and Henry Thomas Weld of Allegany County, State of Maryland, of the second part. Whereas the said Henry Thomas Weld has this day sold to the said Sammon the Canal Boat called "Thomas Sammon" at and for the sum of fifteen hundred dollars, which the said Sammon is to pay unto the said Weld and his assigns, in installments of forty dollars each for the first twenty trips and thirty five dollars each for every subsequent trip made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, until the entire balance of said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made.

And whereas it was a part of said contract of purchase and sale between the said Sammon and the said Weld that the said Sammon shall use the said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; and to receive the loads of said boat promptly at each trip, with the coal of such company or person as the said Weld shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company and the Allegany Mining Company; and keep said boat in proper repair; all of which said stipulations the said Sammon hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always that if the said Weld should not be prepared with coal within twenty four hours of the boat being reported by the Captain as ready to receive her load, then the said Sammon to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case, all must take their turn. And whereas the said Sammon is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said Sammon is willing to execute these presents.

Now this Indenture Witnesseth, that the said Sammon for and in consideration of the premises hath granted, bargained, and sold and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called "Thomas Sammon" to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns, forever. Provided, nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Sammon shall well and truly pay unto the said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said Sammon shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this mortgage, then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void; otherwise to remain in full force and virtue in law.

And this instrument further Witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said Sammon to make regular payments on account of said purchase money, as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect upon the part of the said Sammon to freight for the

company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of the said Sammon, then, and in either event, the said Henry Thomas Weld or his assigns, is hereby authorized to take immediate possession of said boat and after ten days public notice thereof, in a newspaper printed in the City of Cumberland, to sell said canal boat at public sale, as mortgagee, to the highest bidder for cash or on credit; and out of the proceeds of such sale pay first the expenses of such sale and advertisement and then the balance due to said Weld, or his assigns, of said purchase money and interest.

In witness whereof the said Sammon hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder
J. J. Grehan

Thomas Sammon {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 24th day of March 1858, before the subscriber, a Justice of the Peace of the State of Maryland in and for said County, personally appeared Thomas Sammon and acknowledged the foregoing instrument to be his act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 9th day of April 1858 before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Henry Thomas Weld, the mortgagee in the foregoing mortgage, and made oath on the Holy Evangelical of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

I hereby assign the within mortgage to the American Coal Company of Allegany County. Witness my hand and seal this 15th day of May 1858.

Henry Thomas Weld {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 16, page 739, 4/10/1858.

At the request of Henry Thomas Weld this Mortgage was recorded April 10th, 1858.

This Indenture made this 27th day of March eighteen hundred and fifty eight, between William Elder of Allegany County, State of Maryland of the first part and Henry Thomas Weld of Allegany County, State of Maryland, of the second part. Whereas the said Henry Thomas Weld has this day sold to the said William Elder the Canal Boat called "J. J. Grehan" at and for the sum of fifteen hundred dollars, which the said Elder is to pay unto the said Weld and his assigns, in installments of forty dollars for the first ten trips and thirty five dollars for every subsequent trip with half the accruing interest to be paid regularly from the beginning, for every trip made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, until the said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon as of the time when such payments shall be made.

And whereas it was a part of said contract of purchase and sale between the said William Elder and the said Weld that the said William Elder shall use the said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; and to receive the loads of said boat promptly at each trip, with the coal of such company or person as the said Weld shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company and the Allegany Mining Company; and keep said boat in proper repair; all of which said stipulations the said William Elder hereby covenants and agrees with the said Weld and his assigns to fulfill and perform.

Provided always that if the said Weld should not be prepared with coal within twenty four hours of the boat being reported by the Captain as ready to receive her load, then the said William Elder to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case all must take their turn. And whereas the said William Elder is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said William Elder is willing to execute these presents.

Now this Indenture Witnesseth, that the said William Elder for and in consideration of the premises hath granted, bargained, and sold and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called "J. J. Grehan" to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns, forever. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said William Elder shall well and truly pay unto the said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said William Elder shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this mortgage, then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void; otherwise to remain in full force and virtue in law. And this instrument further witnesseth that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said William Elder to make regular payments on account of said purchase money, as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect upon the part of the said William Elder to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or

in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of the said William Elder, then and in either event, the said Henry Thomas Weld or his assigns, is hereby authorized to take immediate possession of said boat and after ten days public notice thereof, in a newspaper printed in the City of Cumberland, to sell said Canal Boat at public sale, as mortgagee, to the highest bidder for cash or on credit; and out of the proceeds of such sale pay first the expenses of such sale and advertisement and then the balance due to said Weld, or his assigns, of said purchase money and interest.

In witness whereof the said William Elder hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder

William Elder {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 27th day of March 1858, before the subscriber, a Justice of the Peace of the State of Maryland in and for said County, personally appeared William Elder and acknowledged the foregoing instrument to be his act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 9th day of April 1858 before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Henry Thomas Weld the mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

I hereby assign the within mortgage to the American Coal Company of Allegany County. Witness my hand and seal this 15th day of May 1858.

Henry Thomas Weld {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 16, page 742, 4/10/1858.

At the request of Henry Thomas Weld this Mortgage was recorded April 10th, 1858.

This Indenture, made this 29th day of March eighteen hundred and fifty eight, between Washington Banks of Jefferson County, State of Virginia of the first part and Henry Thomas Weld of Allegany County, State of Maryland, of the second part. Whereas the said Henry Thomas Weld has this day sold to the said Banks the Canal Boat called "Martha Banks" at and for the sum of fifteen hundred dollars, which the said Banks has paid the sum of ninety two dollars with interest from the 20th July 1857 and is to pay unto the said Weld and his assigns, the balance of the said purchase money in installments of forty five dollars each for the first twenty trips and thirty five dollars for every subsequent trip made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, until the entire balance of said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon as of the time when such payments shall be made. And whereas it was a part of said contract of purchase and sale between the said Banks and the said Weld that the said Banks shall use the said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; and to receive the loads of said boat promptly at each trip, with the coal of such company or person as the said Weld shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company and the Allegany Mining Company; and keep said boat in proper repair; all of which said stipulations the said Banks hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always that if the said Weld should not be prepared with coal within twenty four hours of the boat being reported by the Captain as ready to receive her load, then the said Banks to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case all must take their turn. And whereas the said Banks is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said Banks is willing to execute these presents.

Now this Indenture witnesseth that the said Banks for and in consideration of the premises hath granted, bargained, and sold and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called "Martha Banks" to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns, forever. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Banks shall well and truly pay unto the said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said Banks shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this mortgage, then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void; otherwise to remain in full force and virtue in law. And this instrument further Witnesseth that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said Banks to make regular payments on account of said purchase money, as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect upon the part of the said Banks to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat

is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of the said Banks, then and in that event, the said Henry Thomas Weld or his assigns, is hereby authorized to take immediate possession of said boat and after ten days public notice thereof, in a newspaper printed in the City of Cumberland, to sell said canal boat at public sale, as mortgagee, to the highest bidder for cash or on credit; and out of the proceeds of such sale pay first the expenses of such sale and advertisement and then the balance due to said Weld, or his assigns, of said purchase money and interest.

In witness whereof the said Banks hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder
J. J. Grehan

Washington Banks {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 29th day of March 185_ before the subscriber, a Justice of the Peace of the State of Maryland, in and for said County, personally appeared Washington Banks and acknowledged the foregoing instrument to be his act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 9th day of April 1858 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared H. T. Weld, the mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

I hereby assign the within mortgage to the American Coal Company of Allegany County. Witness my hand and seal this 15th day of May 1858.

Henry Thomas Weld {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 16, page 745, 4/10/1858.

At the request of Henry Thomas Weld this Mortgage was recorded April 10th, 1858.

This Indenture, made this 27th day of March eighteen hundred and fifty eight, between William Edwards of Allegany County, State of Maryland of the first part and Henry Thomas Weld of Allegany County, State of Maryland, of the second part.

Whereas the said Henry Thomas Weld has this day sold to the said Edwards the Canal Boat called "William Kerset" at and for the sum of fifteen hundred dollars, which the said Edwards is to pay unto the said Weld and his assigns, in installments of forty dollars each for the first ten trips and thirty five dollars each for every subsequent trip, with half the accruing interest to be regularly paid at every trip from the beginning, for every trip made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, until the entire balance of said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made. And whereas it was a part of said contract of purchase and sale between the said Edwards and the said Weld that the said Edwards shall use the said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; and to receive the loads of said boat promptly at each trip, with the coal of such company or person as the said Weld shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company and the Allegany Mining Company; and keep said boat in proper repair; all of which said stipulations the said Edwards hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always that if the said Weld should not be prepared with coal within twenty four hours of the boat being reported by the Captain as ready to receive her load, then the said Edwards to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case, all must take their turn. And whereas the said Edwards is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said Edwards is willing to execute these presents.

Now this Indenture Witnesseth, that the said Edwards for and in consideration of the premises hath granted, bargained, and sold and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called "William Kerset" to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns, forever. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Edwards shall well and truly pay unto the said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said Edwards shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this mortgage, then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void; otherwise to remain in full force and virtue in law. And this instrument further witnesseth that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said Edwards to make regular payments on account of said purchase money, as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect upon the part of the said Edwards to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all

diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of the said Edwards, then, and in either event, the said Henry Thomas Weld or his assigns, is hereby authorized to take immediate possession of said boat and after ten days public notice thereof, in a newspaper printed in the City of Cumberland, to sell said canal boat at public sale, as mortgagee, to the highest bidder for cash or on credit; and out of the proceeds of such sale pay first the expenses of such sale and advertisement and then the balance due to said Weld, or his assigns, of said purchase money and interest.

In witness whereof the said Edwards hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder

William Edwards {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 27th day of March 1858, before the subscriber, a Justice of the Peace of the State of Maryland in and for said County, personally appeared William Edwards and acknowledged the foregoing instrument to be his act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 9th day of April 1858 before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Henry Thomas Weld, the mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

I hereby assign the within mortgage to the American Coal Company of Allegany County. Witness my hand and seal this 15th day of May 1858.

Henry Thomas Weld {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 17, page 37, 5/6/ 1858.

At the request of Henry Th. Weld this Mortgage was recorded May 6th, 1858.

This Indenture, made this 17th day of April eighteen hundred and fifty eight, between A. L. Miller of Allegany County, State of Maryland of the first part and Henry Thomas Weld of Allegany County, State of Maryland, of the second part.

Whereas the said Henry Thomas Weld has this day sold to the said A. L. Miller the Canal Boat called "Anthony Kean" at and for the sum of fifteen hundred dollars, which the said Miller has this day paid the sum of (blank) dollars and is to pay unto the said Weld and his assigns, the balance of the said purchase money, in installments of forty dollars each for the [first] twenty trips and thirty five dollars each for every subsequent trip, (with half the accruing interest to be regularly paid at every trip from the beginning), made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, until the entire balance of said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made. And whereas it was a part of said contract of purchase and sale between the said Miller and the said Weld that the said Miller shall use the said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; and to receive the loads of said boat promptly at each trip, with the coal of such company or person as the said Weld shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company and the Allegany Mining Company; and keep said boat in proper repair; all of which said stipulations the said Miller hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always that if the said Weld should not be prepared with coal within twenty four hours of the boat being reported by the Captain as ready to receive her load, then the said Miller to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case, all must take their turn. And whereas the said Miller is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said Miller is willing to execute these presents.

Now this Indenture Witnesseth, that the said Miller for and in consideration of the premises hath granted, bargained, and sold and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called "Anthony Kean" to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns, forever. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Miller shall well and truly pay unto the said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, with the interest as aforesaid, shall be fully paid; and if the said Miller shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this mortgage, then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void; otherwise to remain in full force and virtue in law. And this instrument further witnesseth that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said Miller to make regular payments on account of said purchase money, as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect upon the part of the said Miller to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all

diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of the said Miller, then, and in either event, the said Henry Thomas Weld or his assigns, is hereby authorized to take immediate possession of said boat and after ten days public notice thereof, in a newspaper printed in the City of Cumberland, to sell said canal boat at public sale, as mortgagee, to the highest bidder for cash or on credit; and out of the proceeds of such sale pay first the expenses of such sale and advertisement and then the balance due to said Weld, or his assigns, of said purchase money and interest.

In witness whereof the said A. L. Miller hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder

A. L. Miller {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 4th day of April 1858, before the subscriber, a Justice of the Peace of the State of Maryland in and for said County, personally appeared A. L. Miller and acknowledged the foregoing instrument to be his act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 3rd day of May 1858 before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Henry Thomas Weld, the mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

I hereby assign the within mortgage to the American Coal Company of Allegany County. Witness my hand and seal this 15th day of May 1858.

Henry Thomas Weld {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 17, page 39, 5/6/ 1858.

At the request of Henry Thomas Weld this Mortgage was recorded May 6th, 1858.

This Indenture, made this 17th day of April eighteen hundred and fifty eight, between A. L. Miller of Allegany County, State of Maryland of the first part and Henry Thomas Weld of Allegany County, State of Maryland, of the second part.

Whereas the said Henry Thomas Weld has this day sold to the said A. L. Miller the Canal Boat called "L. Heidelberger" at and for the sum of fifteen hundred dollars, which the said Miller has this day paid the sum of (blank) dollars and is to pay unto the said Weld and his assigns, the balance of the said purchase money, in installments of forty dollars each, for the first twenty trips and thirty five dollars each for every subsequent trip, (with half the accruing interest to be regularly paid at every trip from the beginning), made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, until the entire balance of said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made. And whereas it was a part of said contract of purchase and sale between the said Miller and the said Weld that the said Miller shall use the said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; and to receive the loads of said boat promptly at each trip, with the coal of such company or person as the said Weld shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company and the Allegany Mining Company; and keep said boat in proper repair; all of which said stipulations the said Miller hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always that if the said Weld should not be prepared with coal within twenty four hours of the boat being reported by the Captain as ready to receive her load, then the said Miller to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case, all must take their turn. And whereas the said Miller is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said Miller is willing to execute these presents.

Now this Indenture Witnesseth, that the said Miller for and in consideration of the premises hath granted, bargained, and sold and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called "L. Heidleberger" to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns, forever.

Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Miller shall well and truly pay unto the said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, with the interest as aforesaid, shall be fully paid; and if the said Miller shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this mortgage, then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void; otherwise to remain in full force and virtue in law. And this instrument further witnesseth that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said Miller to make regular payments on account of said purchase money, as herein provided, or in case of a failure to make regular trips as

aforesaid with said boat, or in case of a refusal or neglect upon the part of the said Miller to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of the said Miller, then, and in either event, the said Henry Thomas Weld or his assigns, is hereby authorized to take immediate possession of said boat and after ten days public notice thereof, in a newspaper printed in the City of Cumberland, to sell said canal boat at public sale, as mortgagee, to the highest bidder for cash or on credit; and out of the proceeds of such sale pay first the expenses of such sale and advertisement and then the balance due to said Weld, or his assigns, of said purchase money and interest.

In witness whereof the said A. L. Miller hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder

A. L. Miller {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 17th day of April 1858, before the subscriber, a Justice of the Peace of the State of Maryland in and for said County, personally appeared A. L. Miller and acknowledged the foregoing instrument to be his act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 3rd day of May 1858 before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Henry Thomas Weld, the mortgagee in the foregoing mortgage, and made oath on the Holy Evangelical of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

I hereby assign the within mortgage to the American Coal Company of Allegany County. Witness my hand and seal this 15th day of May 1858.

Henry Thomas Weld {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 17, page 60, 5/22/ 1858.

At the request of Henry Thomas Weld this Mortgage was recorded May 22nd, 1858.

This Indenture, made this 6th day of May eighteen hundred and fifty eight, between John W. Andrews of Jefferson County, State of Virginia of the first part and Henry Thomas Weld of Allegany County, State of Maryland, of the second part.

Whereas the said Henry Thomas Weld has this day sold to the said Andrews the Canal Boat called "A. J. Glossbrenner" at and for the sum of fifteen hundred dollars, which the said Andrews is to pay unto the said Weld and his assigns, in installments of forty five dollars each for the first twenty trips and thirty five dollars each for every subsequent trip, made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, until the entire balance of said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made.

And whereas it was a part of said contract of purchase and sale between the said Andrews and the said Weld that the said Andrews shall use the said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; and to receive the loads of said boat promptly at each trip, with the coal of such company or person as the said Weld shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company and the Allegany Mining Company; and keep said boat in proper repair; all of which said stipulations the said Andrews hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always that if the said Weld should not be prepared with coal within twenty four hours of the boat being reported by the Captain as ready to receive her load, then the said Andrews to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case, all must take their turn.

And whereas the said J. W. Andrews is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said Andrews is willing to execute these presents.

Now this Indenture Witnesseth, that the said Andrews for and in consideration of the premises hath granted, bargained, and sold and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called "A. J. Glossbrenner" to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns, forever.

Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Andrews shall well and truly pay unto the said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid until the whole purchase money with the interest as aforesaid, shall be fully paid; and if the said Andrews shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this mortgage, then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void; otherwise to remain in full force and virtue in law. And this instrument

further witnesseth that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said Andrews to make regular payments on account of said purchase money, as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect upon the part of the said Andrews to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of the said Andrews, then, and in either event, the said Henry Thomas Weld or his assigns, is hereby authorized to take immediate possession of said boat and after ten days public notice thereof, in a newspaper printed in the City of Cumberland, to sell said Canal Boat at public sale, as mortgagee, to the highest bidder for cash or on credit; and out of the proceeds of such sale pay first the expenses of such sale and advertisement and then the balance due to said Weld, or his assigns, of said purchase money and interest.

In witness whereof the said J. W. Andrews hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder
J. J. Grehan

John W. Andrews {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 4th day of April 1858, before the subscriber, a Justice of the Peace of the State of Maryland in and for said County, personally appeared John W. Andrews and acknowledged the foregoing instrument to be his act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 20th day of May 1858 before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Henry Thomas Weld, the mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

For value received I hereby assign to the American Coal Company of Allegany County the within mortgage. Witness my hand and seal this 10th September 1858.

Henry Thomas Weld {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 17, page 128, 6/25/ 1858.

At the request of Henry Thomas Weld this Mortgage was recorded June 25th 1858.

This Indenture, made this 9th day of June eighteen hundred and fifty eight, between Richard O'Neil of Allegany County, State of Maryland of the first part and Henry Thomas Weld of Allegany County, State of Maryland, of the second part.

Whereas the said Henry Thomas Weld has this day sold to the said Richard O'Neil the Canal Boat called "Mount Savage" at and for the sum of fifteen hundred dollars, which the said O'Neil has this day paid the sum of two hundred dollars and is to pay unto the said Weld and his assigns, the balance of the said purchase money, in installments of forty dollars each for the first twenty trips and thirty five dollars each for every subsequent trip, made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, until the entire balance of said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made.

And whereas it was a part of said contract of purchase and sale between the said Richard O'Neil and the said Weld that the said O'Neil shall use the said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; and to receive the loads of said boat promptly at each trip, with the coal of such company or person as the said Weld shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company and the Allegany Mining Company; and keep said boat in proper repair; all of which said stipulations the said O'Neil hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always that if the said Weld should not be prepared with coal within twenty four hours of the boat being reported by the Captain as ready to receive her load, then the said Richard O'Neil to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case, all must take their turn.

And whereas the said Richard O'Neil is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said Richard O'Neil is willing to execute these presents.

Now this Indenture Witnesseth, that the said Richard O'Neil for and in consideration of the premises hath granted, bargained, and sold and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called "Mount Savage" to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns, forever. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said O'Neil shall well and truly pay unto the said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid, until the whole purchase money with the interest as aforesaid, shall be fully paid; and if the said O'Neil shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this mortgage, then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void; otherwise to remain in full force and virtue in law. And this instrument further witnesseth that it is mutually agreed between the

parties aforesaid, that in case of any default upon the part of the said O'Neil to make regular payments on account of said purchase money, as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect upon the part of the said O'Neil to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of the said O'Neil, then, and in either event, the said Henry Thomas Weld or his assigns, is hereby authorized to take immediate possession of said boat and after ten days public notice thereof, in a newspaper printed in the City of Cumberland, to sell said Canal Boat at public sale, as mortgagee, to the highest bidder for cash or on credit; and out of the proceeds of such sale pay first the expenses of such sale and advertisement and then the balance due to said Weld, or his assigns, of said purchase money and interest.

In witness whereof the said Richard O'Neil hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Thomas Sheridan

Richard O'Neil {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 9th day of June 1858, before the subscriber, a Justice of the Peace of the State of Maryland in and for said County, personally appeared Richard O'Neil and acknowledged the foregoing instrument to be his act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 24th day of June 1858 before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Henry Thomas Weld, the mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

For value received I hereby assign to the American Coal Company of Allegany County the within mortgage. Witness my hand and seal this 10th September 1858.

Henry Thomas Weld {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 17, page 359, 9/16/ 1858.

At the request of H. Thomas Weld this Mortgage was recorded Sept. 16th 1858.

This Indenture, made this 1st day of September eighteen hundred and fifty eight, between Parker H. Hensell of Jefferson County, State of Virginia of the first part and Henry Thomas Weld of Allegany County, State of Maryland, of the second part.

Whereas the said Henry Thomas Weld has this day sold to the said Hensell the Canal Boat called "Susan R. Hensell" at and for the sum of fifteen hundred dollars, which the said Hensell is to pay unto the said Weld and his assigns, the balance of the said purchase money, in installments of forty dollars each for the first twenty trips and thirty five dollars each for every subsequent trip, with the interest to be paid regularly at each trip from the beginning for every trip made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, until the entire said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made.

And whereas it was a part of said contract of purchase and sale between the said Hensell and the said Weld that the said Hensell shall use the said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; and to receive the loads of the said boat promptly at each trip, with the coal of such company or person as the said Weld shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company and the Allegany Mining Company; and keep said boat in proper repair; all of which said stipulations the said Hensell hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always that if the said Weld should not be prepared with coal within twenty four hours of the boat being reported by the Captain as ready to receive her load, then the said Hensell to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case, all must take their turn.

And whereas the said Hensell is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said Hensell is willing to execute these presents.

Now this Indenture Witnesseth, that the said Hensell for and in consideration of the premises hath granted, bargained, and sold and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called "Susan R. Hensell" to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns, forever. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Hensell shall well and truly pay unto the said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid until the whole purchase money with the interest as aforesaid, shall be fully paid; and if the said Hensell shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this mortgage, then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void; otherwise to remain in full force and virtue in law. And this instrument further witnesseth that it is mutually agreed between the parties

aforesaid, that in case of any default upon the part of the said Hensell to make regular payments on account of said purchase money, as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect upon the part of the said Hensell to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of the said Hensell, then, and in either event, the said Henry Thomas Weld or his assigns, is hereby authorized to take immediate possession of said boat, and after ten days public notice thereof, in a newspaper printed in the City of Cumberland, to sell said canal boat at public sale, as mortgagee, to the highest bidder for cash or on credit; and out of the proceeds of such sale pay first the expenses of such sale and advertisement and then the balance due to said Weld, or his assigns, of said purchase money and interest.

In witness whereof the said Hensell hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Parker H. Hensell {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 1th day of September 1858, before the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Parker H. Hensell and acknowledged the foregoing instrument to be his act and deed.

Henry McKeon, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 10th day of September 1858 before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Henry Thomas Weld, the mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof, I hereunto subscribe my name on the day and year aforesaid.

Henry McKeon, J.P.

For value received I assign the within mortgage to the American Coal Company of Allegany County. Witness my hand and seal this 6th October 1858.

Henry Thomas Weld {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 17, page 361, 9/9/1858.

At the request of Henry Thomas Weld this Mortgage was recorded Sept. 9th 1858.

This Indenture, made this 1st day of September eighteen hundred and fifty eight, between D. H. Morgan of Jefferson County, State of Virginia of the first part and Henry Thomas Weld of Allegany County, State of Maryland, of the second part.

Whereas the said Henry Thomas Weld has this day sold to the said Morgan the Canal Boat called "Ida Lee" at and for the sum of fifteen hundred dollars, of which the said Morgan has this day paid the sum of seventy five dollars and is to pay unto the said Weld and his assigns, the balance of the said purchase money, in installments of forty five dollars each, for the first twenty two trips and thirty five dollars each for every subsequent trip, with the interest to be paid regularly at each trip from the beginning for every trip made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, until the entire balance of said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made.

And whereas it was a part of said contract of purchase and sale between the said Morgan and the said Weld that the said Morgan shall use the said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; and to receive the loads of said boat promptly at each trip, with the coal of such company or person as the said Weld shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company and the Allegany Mining Company; and keep said boat in proper repair; all of which said stipulations the said Morgan hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always that if the said Weld should not be prepared with coal within twenty four hours of the boat being reported by the Captain as ready to receive her load, then the said Morgan to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case, all must take their turn.

And whereas the said Morgan is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said Richard Morgan is willing to execute these presents.

Now this Indenture Witnesseth, that the said Morgan for and in consideration of the premises hath granted, bargained, and sold and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called "Ida Lee" to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns, forever. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Morgan shall well and truly pay unto the said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid until the whole purchase money with the interest as aforesaid, shall be fully paid; and if the said Morgan shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this mortgage, then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void; otherwise to remain in full force and virtue

in law. And this instrument further witnesseth that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said Morgan to make regular payments on account of said purchase money, as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect upon the part of the said Morgan to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of the said Morgan, then, and in either event, the said Henry Thomas Weld or his assigns, is hereby authorized to take immediate possession of said boat and after ten days public notice thereof, in a newspaper printed in the City of Cumberland, to sell said canal boat at public sale, as mortgagee, to the highest bidder for cash or on credit; and out of the proceeds of such sale pay first the expenses of such sale and advertisement and then the balance due to said Weld, or his assigns, of said purchase money and interest.

In witness whereof the said Morgan hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder
Thomas Sheridan

D. H. Morgan {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 1st day of September 1858, before the subscriber, a Justice of the Peace of the State of Maryland in and for said County, personally appeared D. H. Morgan and acknowledged the foregoing instrument to be his act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 8th day of September 1858 before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Henry Thomas Weld, the mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

For value received, I assign the within mortgage to the American Coal Company of Allegany County. Witness my hand and seal this 6th Oct. 1858.

Henry Thomas Weld {Seal}

For value received, I assign the within mortgage to the American Coal Company of Allegany County. Witness my hand and seal this 10th September 1858.

Henry Thomas Weld {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 17, page 364, 9/9/1858.

At the request of Henry Thomas Weld this Mortgage was recorded Sept. 9th 1858.

This Indenture, made this 26th day of August eighteen hundred and fifty eight, between Joseph Owens of Dauphin County, State of Pennsylvania of the first part and Henry Thomas Weld of Allegany County, State of Maryland, of the second part.

Whereas the said Henry Thomas Weld has this day sold to the said Owens the Canal Boat called "Ask the Captain" at and for the sum of fifteen hundred and fifty six dollars, which the said Owens is to pay unto the said Weld and his assigns, the said purchase money, in installments of forty dollars each, for the first ten trips and thirty five dollars each for every subsequent trip, with the accruing interest to be paid regularly from the beginning for every trip made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, until the entire [balance of] said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made.

And whereas it was a part of said contract of purchase and sale between the said Owens and the said Weld that the said Owens shall use the said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; and to receive the loads of said boat promptly at each trip, with the coal of such company or person as the said Weld shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company and the Allegany Mining Company; and keep said boat in proper repair; all of which said stipulations the said Owens hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always that if the said Weld should not be prepared with coal within twenty four hours of the boat being reported by the Captain as ready to receive her load, then the said Owens to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case, all must take their turn.

And whereas the said Owens is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said Owens is willing to execute these presents.

Now this Indenture Witnesseth, that the said Owens for and in consideration of the premises hath granted, bargained, and sold and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called "Ask the Captain" to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns, forever. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Owens shall well and truly pay unto the said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid until the whole purchase money with the interest as aforesaid, shall be fully paid; and if the said Owens shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this mortgage, then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void; otherwise to remain in full force and virtue in law. And this instrument further witnesseth that it is mutually agreed between the parties

aforesaid, that in case of any default upon the part of the said Owens to make regular payments on account of said purchase money, as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect upon the part of the said Owens to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of the said Owens, then, and in either event, the said Henry Thomas Weld or his assigns, is hereby authorized to take immediate possession of said boat and after ten days public notice thereof, in a newspaper printed in the City of Cumberland, to sell said canal boat at public sale, as mortgagee, to the highest bidder for cash or on credit; and out of the proceeds of such sale pay first the expenses of such sale and advertisement and then the balance due to said Weld, or his assigns, of said purchase money and interest.

In witness whereof the said Joseph Owens hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder

Joseph Owens {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 26th day of August 1858, before the subscriber, a Justice of the Peace of the State of Maryland in and for said County, personally appeared Joseph Owens and acknowledged the foregoing instrument to be his act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 8th day of September 1858 before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Henry Thomas Weld, the mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

For value received, I do hereby assign the within mortgage to the American Coal Company of Allegany County. Witness my hand and seal this 10th Sept. 1858.

Henry Thomas Weld {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 17, page 366, 11/20/1858.

At the request of Henry Thomas Weld this Mortgage was recorded Nov. 20th 1858.

This Indenture, made this 12th day of November eighteen hundred and fifty eight, between William R. Chaplin of Jefferson County, State of Virginia of the first part and Henry Thomas Weld of Allegany County, State of Maryland, of the second part.

Whereas the said Henry Thomas Weld has this day sold to the said Chaplin the Canal Boat called "W. R. Chaplin" at and for the sum of fifteen hundred and thirty dollars, which the said Chaplin is to pay unto the said Weld and his assigns, the said purchase money, in installments of forty dollars each, for the first twenty trips and thirty five dollars each for every subsequent trip, full interest to be paid at each trip regularly from the beginning for every trip made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, until the entire balance of said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made.

And whereas it was a part of said contract of purchase and sale between the said Chaplin and the said Weld that the said Chaplin shall use the said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; and to receive the loads of said boat promptly at each trip, with the coal of such company or person as the said Weld shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company and the Allegany Mining Company; and keep said boat in proper repair; all of which said stipulations the said Chaplin hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always that if the said Weld should not be prepared with coal within twenty four hours of the boat being reported by the Captain as ready to receive her load, then the said Chaplin to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case, all must take their turn.

And whereas the said Chaplin is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said Chaplin is willing to execute these presents.

Now this Indenture Witnesseth, that the said Chaplin for and in consideration of the premises hath granted, bargained, and sold and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called "W. R. Chaplin" to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns, forever. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Chaplin shall well and truly pay unto the said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid until the whole purchase money with the interest as aforesaid, shall be fully paid; and if the said Chaplin shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this mortgage, then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void; otherwise to remain in full force and virtue in law. And this instrument further witnesseth that it is mutually agreed between the parties

aforesaid, that in case of any default upon the part of the said Chaplin to make regular payments on account of said purchase money, as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect upon the part of the said Chaplin to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of the said Chaplin, then, and in either event, the said Henry Thomas Weld or his assigns, is hereby authorized to take immediate possession of said boat and after ten days public notice thereof, in a newspaper printed in the City of Cumberland, to sell said canal boat at public sale, as mortgagee, to the highest bidder for cash or on credit; and out of the proceeds of such sale pay first the expenses of such sale and advertisement and then the balance due to said Weld, or his assigns, of said purchase money and interest.

In witness whereof the said W. R. Chaplin hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder
Thomas Sheridan

W. R. Chaplin {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 12th day of November 1858, before the subscriber, a Justice of the Peace of the State of Maryland in and for said County, personally appeared William R. Chaplin and acknowledged the foregoing instrument to be his act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 16th day of November 1858 before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Henry Thomas Weld, the mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 17, page 368, 11/20/1858.

At the request of Henry Thomas Weld this Mortgage was recorded Sept. 9th 1858.

This Indenture, made this 13th day of November eighteen hundred and fifty eight, between William Taylor of Allegany County, State of Maryland of the first part and Henry Thomas Weld of Allegany County, State of Maryland, of the second part.

Whereas the said Henry Thomas Weld has this day sold to the said Taylor the Canal Boat called "Richmond Gregory" at and for the sum of fifteen hundred dollars, which the said Taylor is to pay unto the said Weld and his assigns, the said purchase money, in installments of forty dollars each, for the first ten trips and thirty five dollars each for every subsequent trip, half the accruing interest to be paid at each trip regularly from the beginning for every trip made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, until the entire balance of said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made.

And whereas it was a part of said contract of purchase and sale between the said Taylor and the said Weld that the said Taylor shall use the said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; and to receive the loads of said boat promptly at each trip, with the coal of such company or person as the said Weld shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company and the Allegany Mining Company; and keep said boat in proper repair; all of which said stipulations the said Taylor hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always that if the said Weld should not be prepared with coal within twenty four hours of the boat being reported by the Captain as ready to receive her load, then the said Taylor to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case, all must take their turn.

And whereas the said Taylor is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said Taylor is willing to execute these presents.

Now this Indenture Witnesseth, that the said William Taylor for and in consideration of the premises hath granted, bargained, and sold and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called "Richmond Gregory" to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns, forever. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Taylor shall well and truly pay unto the said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid until the whole purchase money with the interest as aforesaid, shall be fully paid; and if the said Taylor shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this mortgage, then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void; otherwise to remain in full force and virtue in law. And this instrument further witnesseth that it is mutually agreed between the

parties aforesaid, that in case of any default upon the part of the said Taylor to make regular payments on account of said purchase money, as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect upon the part of the said Taylor to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of the said Taylor, then, and in either event, the said Henry Thomas Weld or his assigns, is hereby authorized to take immediate possession of said boat and after ten days public notice thereof, in a newspaper printed in the City of Cumberland, to sell said canal boat at public sale, as mortgagee, to the highest bidder for cash or on credit; and out of the proceeds of such sale pay first the expenses of such sale and advertisement and then the balance due to said Weld, or his assigns, of said purchase money and interest.

In witness whereof the said William Taylor hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder
Thomas Sheridan

William E. Taylor {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 13th day of November 1858, before the subscriber, a Justice of the Peace of the State of Maryland in and for said County, personally appeared William Taylor and acknowledged the foregoing instrument to be his act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 16th day of November 1858 before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Henry Thomas Weld, the mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 18, page 61, 4/11/1859.

At the request of Henry Thomas Weld this Mortgage was recorded April 11th 1859.

This Indenture, made this 31st day of March eighteen hundred and fifty nine, between Simon Weston of Allegany County, State of Maryland of the first part and Henry Thomas Weld of Allegany County, State of Maryland, of the second part.

Whereas the said Henry Thomas Weld has this day sold to the said Weston the Canal Boat called "Lloyd Lowe" at and for the sum of fifteen hundred and thirty dollars, which the said Weston is to pay unto the said Weld and his assigns, the balance of the said purchase money, in installments of forty dollars each, for the first twenty trips, with full interest, and thirty five dollars each for every subsequent trip, with full interest. All interest to be paid regularly at each trip from the beginning, for every trip made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, until the entire balance of said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made.

And whereas, it was a part of said contract of purchase and sale between the said Weston and the said Weld that the said Weston shall use the said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; and to receive the loads of said boat promptly at each trip, with coal of such company or person as the said Weld shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company and the Allegany Mining Company; and keep said boat in proper repair; all of which said stipulations the said Weston hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always that if the said Weld should not be prepared with coal within twenty four hours of the boat being reported by the Captain as ready to receive her load, then the said Weston to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case, all must take their turn.

And whereas the said Weston is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said Weston is willing to execute these presents.

Now this Indenture Witnesseth, that the said Weston for and in consideration of the premises hath granted, bargained, and sold and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called "Lloyd Lowe" to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns, forever.

Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Weston shall well and truly pay unto the said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid until the whole purchase money with the interest as aforesaid, shall be fully paid; and if the said Weston shall well and truly do and perform all the covenants on his part to be done and performed as set forth in

this mortgage, then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void; otherwise to remain in full force and virtue in law.

And this instrument further witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said Doherty to make regular payments on account of said purchase money, as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect upon the part of the said Doherty to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of the said Doherty, then, and in either event, the said Henry Thomas Weld or his assigns, is hereby authorized to take immediate possession of said boat and after ten days public notice thereof, in a newspaper printed in the City of Cumberland, to sell said canal boat at public sale, as mortgagee, to the highest bidder for cash or on credit; and out of the proceeds of such sale pay first the expenses of such sale and advertisement and then the balance due to said Weld, or his assigns, of said purchase money and interest.

In witness whereof the said Doherty hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder
Thomas Sheridan

his
Simon X Weston {Seal}
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this 31st day of March 1859, before the subscriber, a Justice of the Peace of the State of Maryland in and for said County, personally appeared Simon Taylor and acknowledged the foregoing instrument to be his act and deed.
Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 5th day of April 1859 before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Henry Thomas Weld, the mortgagee in the foregoing mortgage, and made oath on the Holy Evangelical of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 18, page 63, 4/11/1859.

At the request of Henry Thomas Weld this Mortgage was recorded April 11th 1859.

This Indenture, made this 31st day of March eighteen hundred and fifty nine, between Michael H. Doherty of Allegany County, State of Maryland of the first part and Henry Thomas Weld of Allegany County, State of Maryland, of the second part.

Whereas the said Henry Thomas Weld has this day sold to the said Doherty the Canal Boat called "P. A. Healy" at and for the sum of fifteen hundred and fifty dollars, which the said Doherty is to pay unto the said Weld and his assigns, in installments of forty dollars each, for the first twenty trips, with full interest, and thirty five dollars each for every subsequent trip, with full interest, all interest to be paid regularly at each trip from the beginning, for every trip made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, until the entire balance of said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made.

And whereas, it was a part of said contract of purchase and sale between the said Doherty and the said Weld that the said Doherty shall use the said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; and to receive the loads of the said boat promptly at each trip, with coal of such company or person as the said Weld shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company and the Allegany Mining Company; and keep said boat in proper repair; all of which said stipulations the said Doherty hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always that if the said Weld should not be prepared with coal within twenty four hours of the boat being reported by the Captain as ready to receive her load, then the said Doherty to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case, all must take their turn.

And whereas the said Doherty is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said Weston is willing to execute these presents.

Now this Indenture Witnesseth, that the said Doherty for and in consideration of the premises hath granted, bargained, and sold and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called "P. A. Healy" to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns, forever.

Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Doherty shall well and truly pay unto the said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid until the whole purchase money with the interest as aforesaid, shall be fully paid; and if the said Doherty shall well and truly do and perform all the covenants on his part to be done and performed as set forth in

this mortgage, then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void; otherwise to remain in full force and virtue in law.

And this instrument further witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said Weston to make regular payments on account of said purchase money, as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect upon the part of the said Weston to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of the said Weston, then, and in either event, the said Henry Thomas Weld or his assigns, is hereby authorized to take immediate possession of said boat and after ten days public notice thereof, in a newspaper printed in the City of Cumberland, to sell said canal boat at public sale, as mortgagee, to the highest bidder for cash or on credit; and out of the proceeds of such sale pay first the expenses of such sale and advertisement and then the balance due to said Weld, or his assigns, of said purchase money and interest.

In witness whereof the said Doherty hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder
Thomas Sheridan

M. H. Doherty {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 31st day of March 1859, before the subscriber, a Justice of the Peace of the State of Maryland in and for said County, personally appeared Michael H. Doherty and acknowledged the foregoing instrument to be his act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 5th day of April 1859 before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Henry Thomas Weld, the mortgagee in the foregoing mortgage, and made oath on the Holy Evangelical of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 18, page 70, 4/11/1859.

At the request of Henry Thomas Weld this Mortgage was recorded April 11th 1859.

This Indenture, made this 23rd day of March eighteen hundred and fifty nine, between Luther B. Kurtz of Franklin County, State of Pennsylvania of the first part and Henry Thomas Weld of Allegany County, State of Maryland, of the second part.

Whereas the said Henry Thomas Weld has this day sold to the said Kurtz the Canal Boat called "Waynesboro" at and for the sum of fifteen hundred and thirty dollars, which the said Kurtz is to pay unto the said Weld and his assigns, in installments of forty five dollars each, for the first twenty trips, and thirty five dollars each for every subsequent trip, made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, until the entire balance of said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made.

And whereas, it was a part of said contract of purchase and sale between the said Kurtz and the said Weld that the said Kurtz shall use the said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; and to receive the loads of said boat promptly at each trip, with coal of such company or person as the said Weld shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company and the Allegany Mining Company; and keep said boat in proper repair; all of which said stipulations the said Kurtz hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always that if the said Weld should not be prepared with coal within twenty four hours of the boat being reported by the Captain as ready to receive her load, then the said Kurtz to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case, all must take their turn.

And whereas the said Kurtz is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said Kurtz is willing to execute these presents.

Now this Indenture Witnesseth, that the said Kurtz for and in consideration of the premises hath granted, bargained, and sold and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called "Waynesboro" to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns, forever.

Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Kurtz shall well and truly pay unto the said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid until the whole purchase money with the interest as aforesaid, shall be fully paid; and if the said Kurtz shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this mortgage, then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void; otherwise to remain in full force and virtue in law.

And this instrument further witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said Kurtz to make regular payments on account of said purchase money, as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect upon the part of the said Kurtz to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of the said Kurtz, then, and in either event, the said Henry Thomas Weld or his assigns, is hereby authorized to take immediate possession of said boat and after ten days public notice thereof, in a newspaper printed in the City of Cumberland, to sell said canal boat at public sale, as mortgagee, to the highest bidder for cash or on credit; and out of the proceeds of such sale pay first the expenses of such sale and advertisement and then the balance due to said Weld, or his assigns, of said purchase money and interest.

In witness whereof the said Luther B. Kurtz hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder
Thomas Sheridan

Luther B. Kurtz {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 23rd day of March 1859, before the subscriber, a Justice of the Peace of the State of Maryland in and for said County, personally appeared Luther B. Kurtz and acknowledged the foregoing instrument to be his act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 23rd day of March 1859 before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Henry Thomas Weld, the mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 18, page 442, 12/8/1859.

At the request of American Coal Co. this Mortgage was recorded Dec. 8th 1859.

This Mortgage, made this third day of December eighteen hundred and fifty nine, by Henry Thomas Weld of Allegany County, State of Maryland.

Witnesseth, Whereas the said Henry Thomas Weld is indebted unto the American Coal Company of Allegany County in the sum of twenty five thousand and sixty six $35/100$ dollars, with interest thereon from the thirtieth day of November, eighteen hundred and fifty eight, for advances made by the said Company to said Weld, under and in pursuance of certain articles of agreement between them had, bearing date on the fifteenth day of January eighteen hundred and fifty seven. And whereas the said Weld has drawn his two drafts, one for the sum of twenty five hundred dollars payable four months after date, and dated on the 15th day of November, eighteen hundred and fifty nine. And the other for the sum of fifteen hundred dollars at five months after date and dated on the 15th day of November, eighteen hundred and fifty nine, and which the said Company will accept and pay, and which will further increase the indebtedness of said Weld to said Company, an amount equal to the said drafts, with interest thereon respectively from the times they shall fall due and be paid by said Company. And with a view to secure to the said Company, by the said Weld, the repayment of all said indebtedness, with the interest that may accrue thereon, the said Weld has agreed to execute these presents.

And whereas the said Weld in pursuance of the above mentioned Articles of Agreement has sold the following Canal Boats: "C. F. Porter," "Elizabeth Reid," "Mrs. A. Biggs," "Dr. A. Biggs," "Richard R. Gregory," "Ambition," "Smith Hurd," "Sylvester," "Harrison," "William E. Taylor," "William H. Christ," "A. T. Snouffer," "Lilly Dale," "Joseph J. Greham," "Thomas Sammon," "William Kisner," "Martha Burke," "Samuel Strider," "J. E. McDonald," "G. W. Summers," "Henry A. Wise," "Anthony Kean," "J. Heidelberger," "A. T. Glossbrenner," "Mount Savage," "Walter McAtec," "Joseph L. R. Jordan," "John L. Dutrow," "Harriett A. Dutrow," "Ask the Captain," "Ida Lee," "S. K. Hansell," "Jeff Copeland," "Wm. R. Chaplin," "John Savin," "P. A. Henly," "Elie Wade," and has taken mortgages on said boats from the purchasers thereof, to secure the payment of the purchase money thereof in installments of a fixed amount per trip, specified in said mortgages, and which mortgages, pursuant to the said Articles of Agreement, the said Weld has heretofore assigned to said Company as security for its advances to said Weld made under said Articles, and which now amounts to the sum in this instrument first specified. And whereas, the said Weld and the said Company have agreed that the said mortgages so assigned shall be held as security for all the aforesaid indebtedness in this instrument set forth. And whereas, the said Weld is the owner of certain other Canal Boats, viz: "N. B. Bramhall," "Jane Louisa," "Thomas Sheridan," "Lloyd," "Maria Thompson," two new boats, one finished to be called "Waldo Hutchins" the one unfinished to be called "Thomas James," "Democrat," "Stouffer," "Hough," "R. Gregory," "Moudy," "Stanhope," "Ardinger," "Bradt," "Huddleson," "McCog," "Stonebraker," "Buchanan," and has agreed to mortgage the same to the said Company as an additional security for said indebtedness. And whereas, the said Weld has agreed with certain persons to sell to them certain other Canal Boats, the purchase money for the same, payable at an agreed sum per trip, with the distinct understanding that the titles to said boats is not to be vest in said purchasers, but to remain in said Weld until the entire purchase money is paid, viz: "Clementine" on which there is due eight hundred and seventy seven $09/100$ dollars; "Wm. Elder" on which there is due three hundred and eight $27/100$ dollars; "Martha" on which there is due seventy nine $54/100$

dollars, "Sherman" on which there is due two hundred and seventy one 09/100 dollars, "Betty Maulsby" on which there is due two hundred and sixteen 71/100 dollars; and which said boats he has agreed to mortgage to said Company to the extent of his interest therein, and to assign to it the purchase money due thereon, as an additional security, for said indebtedness. And whereas also the said Weld has agreed to execute this Mortgage to secure and assure to the said Company the true and faithful performance of everything on the part of said Weld in this instrument mentioned to be done and performed by him, according to the stipulations of this instrument.

Now this Indenture Witnesseth that the said Weld, with a view to secure and make safe to the said Company the aforesaid indebtedness according to the terms and stipulations of this instrument, doth by these presents grant, bargain, sell and assigns unto the said American Coal Company of Allegany County, its successors and assigns, all his right, title and interest, whether at law or in equity, in possession or reversion, of, in and to all the Canal Boats hereinbefore named, and all purchase money due on the same, or which may become due on the same, whether secured by mortgages or otherwise. Provided that the said Henry Thomas Weld shall well and truly pay to the said Company the indebtedness in this instrument mentioned with the interest that may accrue thereon, and shall well and truly do and perform everything in this instrument mentioned to be done and performed by the said Weld according to the terms of this instrument, then this instrument of writing to be null and void, otherwise to remain in full force and virtue in law. And as to such of the Canal Boats herein mentioned as have not been sold to boatmen, the said Weld covenants to sell the same to boatmen for a fair price and at the times of said sale, to take from the purchasers, respectively, mortgages on said boats, substantially in the same form as those heretofore taken by said Weld and assigned to said Company, and to assign said Mortgages, when taken and recorded, to the said Company, as security for the aforesaid indebtedness and interest; but in case the said Company and the said Weld shall not deem it advisable to sell said boats and take mortgages as aforesaid, but shall think it best that the said Weld should rent them out to boatmen, for a specified rent per trip, then the rental so to be received shall stand in the place of trip money under mortgages, and shall be by the said Weld assigned to the said Company as security for the aforesaid debt and interest under the provisions of this instrument. And the said Weld further covenants to procure as many of said boats as may be necessary to freight the coal of said Company, to the quantity said Company may wish to transport from Cumberland to Georgetown, Washington or Alexandria as said Company may designate and to transport the same for said Company in regular trips, as expeditiously as may be done in the usual mode of running, except when such regular trips are interrupted by breaks or low water in the Canal, or by strikes among the boatmen, or by any casualty or accident beyond the control of said Weld. And it is further agreed that at the commencement of each boating season herein provided for, the said Weld, before his obligation to commence freighting, in such of the boats herein mentioned as may need repairs, shall be operative, shall be allowed a reasonable time to make such necessary repairs as said boats may require and which cannot be properly commenced before opening navigation allows the boats to move. And the said Weld further covenants to freight the coal of said Company at the lowest current rates that shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company and the Allegany Mining Company. And the said Company agrees with the said Weld to give a preference to said boats over all other boats in freighting its coal between the points aforesaid, whenever any of said boats are promptly at the place [of] loading, when said Company is ready to load. If however, from any cause the Company shall not be ready to load any of said boats after the same shall have been at the place of loading for twenty four hours, said Weld shall have the privilege of loading said boat or boats elsewhere for that trip. And it is further agreed between the said Weld and the said Company that the said Company shall on or before the 15th day

of March in the year eighteen hundred and sixty, eighteen hundred and sixty one, eighteen hundred and sixty two give notice to the said Weld of the number of boats it may desire to load per day, Sundays excepted, who shall provide sufficient boats for that purpose. And shall upon fifteen days notice from the Company reduce or increase the daily average, to the extent of one boat per day, and after the lapse of said fifteen days should said Company desire to reduce or increase further the daily average, it shall have the privilege to do so by giving fifteen days notice to that effect and so to his quotes. And it is further expressly agreed that the aforesaid stipulations in this instrument providing the said Company shall on or before the 15th day of March in the year eighteen hundred and sixty, eighteen hundred and sixty one, and eighteen hundred and sixty two, give notice to said Weld of the number of boats it will load daily & shall in no manner be considered as obligatory upon said Company, except where a failure to load said boats occurs by its own default and not because of strikes of miners or of a failure on the part of the Cumberland and Pennsylvania Railroad Company (its avenue to the Canal) to carry its coal, or any other accident, contingency or thing not within the control of said Company. And it is expressly agreed that if the said Company, at any time, is not ready with coal of its own to load the boats, according to said notice, it may require said Weld to freight in said boats any other coal upon giving him written notice so to do, which coal shall be considered in all respects and as to all the stipulations of this instrument as the coal of said Company. And in case the said Company fails to load the said boats, according to said notice, or to enable said Weld to load with other coal, the said Weld shall use all reasonable exertions to procure loading himself for said boats, so as to occasion as little damage as possible. And the said Weld further agrees regularly to collect the trip money from the boats already mortgaged, as such as shall be hereinafter mortgaged. And also the rentals of such as may be rented out, and pay over monthly to said Company the trip money and rent money, to the amount of twenty five dollars per trip, for all the boats freighting coal for said Company. And the said Weld agrees to pay the same over to said Company monthly whether he collects the same or not; to be by the said Company credited on said indebtedness. And it is further agreed between the said Company and the said Weld that in all subsequent mortgages hereafter to be taken by the said Weld, there shall be secured to be paid by the purchaser of said boats not less than thirty five dollars per trip nor more than forty dollars per trip. And in case of the renting of any of said boats, not less than thirty five dollars per trip; which trip money and rental money with the written consent of said Company and not without, be reduced below said sum. And it is further agreed that if by the consent of said Company there should be a reduction in the trip money, or rental money, below said sum, then the said reduced sum shall be collected by the said Weld regularly as aforesaid and five sevenths thereof be paid over by the said Weld regularly as aforesaid monthly to said Company, to be credited as aforesaid. And the said Weld further covenants on his part to keep all the boats, in this instrument mentioned, in good repair so that the security of the Company by this Mortgage, and the assigned Mortgages and those hereinafter to be taken and assigned, shall be kept up. And it is further covenanted and agreed between the said Weld and the said Company that the trip money and rent money hereinbefore provided to be paid to the said Company by the said Weld, shall commence on the first day of April eighteen hundred and sixty and continue to the end of the season so as to include all trip money and rental falling due through the entire season, and then to be suspended until the first of April eighteen hundred and sixty one, when it shall be resumed and continued until the whole amount due as aforesaid by the said Weld to the said Company, with the interest that may accrue thereon, shall be fully paid. And the said Weld further covenants and agrees with said Company that in case the whole amount of said debt and interest hereinbefore provided for, is not paid and fully satisfied by the trip money and rent money, to be paid by said Weld to said Company, on or before the first day of December eighteen hundred and sixty two, then the said Weld covenants to pay to said Company the balance of said debt

and interest then remaining due. And the said Weld further covenants to keep all said boats clear and unencumbered by any boat lien, or other lien or encumbrances whatsoever, other than herein provided for. And it is further agreed that in case the said Weld shall make default in the payment to the said Company of the trip money and rent money as hereinbefore provided to be paid by him, then the said Company shall be empowered, if it thinks fit to do so, collect and receive said trip money and rent money. And it is further agreed, that whenever any of the owners of the boats now mortgaged, and the mortgage assigned to said Company, or whenever any of the owners of any of said boats which may hereinafter be mortgaged under the provisions of this instrument, shall have fully paid and discharged the purchase money due thereon, then the said Company, at the proper cost and charge of said purchasers, shall release such boat or boats from such mortgages, and from this mortgage, or from any mortgage which may hereafter be made on said boat pursuant to the terms of this instrument. And the said Weld shall, as to said boat then released, be discharged from all obligations to freight coal therein for said Company.

And the said Weld hereby admits that he is yet to build four new boats, according to the stipulations of the said agreement of the fifteenth of January, eighteen hundred and fifty seven, which he covenants to finish by the first day of June next, and when finished, to mortgage to said Company as an additional security for the indebtedness hereinbefore provided for. In Witness whereof the said Henry Thomas Weld hath hereunto subscribed his name and affixed his seal this third day of December eighteen hundred and fifty nine. And the American Coal Company has caused its common seal to be affixed, attested by its President.

Henry Thomas Weld {Seal}

Attest: M. B. Bramhall, President {Seal American Coal Company}

Witness as to H. T. Weld signature: Geo. A. Pearre.

Witness as to signature of M. B. Bramhall, Pres.: G. P. Lloyd

State of Maryland, Allegany County, to wit: I hereby certify that on this third day of December eighteen hundred and fifty nine, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Henry Thomas Weld, and acknowledged the foregoing instrument to be his act and deed.

O. H. W. Stull, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 18, page 706, 6/12/1860.

At the request of Henry T. Weld this Mortgage was recorded June 12, 1860.

This Indenture, made this fourth day of June eighteen hundred and sixty, between Peter Quigly of Allegany County, State of Maryland of the first part and Henry Thomas Weld of Allegany County, State of Maryland, of the second part.

Whereas the said Henry Thomas Weld has this day sold to the said Peter Quigly the Canal Boat called "Waldo Hutchins" at and for the sum of fifteen hundred and thirty dollars, which the said Quigly is to pay unto the said Weld and his assigns, in installments of forty five dollars each, for the first twenty trips, and thirty five dollars each for every subsequent trip, made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, until the entire money is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made.

And whereas, it was a part of said contract of purchase and sale between the said Quigly and the said Weld that the said Quigly shall use the said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; and to receive the loads of said boat promptly at each trip, with coal of such company or person as the said Weld shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company and the Allegany Mining Company; and keep said boat in proper repair; all of which said stipulations the said Quigly hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always that if the said Weld should not be prepared with coal within twenty four hours of the boat being reported by the Captain as ready to receive her load, then the said Quigly to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case, all must take their turn.

And whereas the said Quigly is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said Quigly is willing to execute these presents.

Now this Indenture Witnesseth, that the said Quigly for and in consideration of the premises hath granted, bargained, and sold and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called "Waldo Hutchins" to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns, forever. The said Quigly further binds himself to run said boat with not less than four head of stock after the first trip with said boat till paid for.

Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Quigly shall well and truly pay unto the said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid until the whole purchase money with the interest as aforesaid, shall be fully paid; and if the said Quigly shall well and truly do and perform all the covenants on his part to be done and performed as set forth in

this mortgage, then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void; otherwise to remain in full force and virtue in law.

And this instrument further witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said Quigly to make regular payments on account of said purchase money, as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect upon the part of the said Quigly to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of the said Quigly, then, and in either event, the said Henry Thomas Weld or his assigns, is hereby authorized to take immediate possession of said boat and after ten days public notice thereof, in a newspaper printed in the City of Cumberland, to sell said canal boat at public sale, as mortgagee, to the highest bidder for cash or on credit; and out of the proceeds of such sale pay first the expenses of such sale and advertisement and then the balance due to said Weld, or his assigns, of said purchase money and interest.

In witness whereof the said Peter Quigly hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder
Thomas Sheridan

Peter Quigly {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 4th day of June 1860, before the subscriber, a Justice of the Peace of the State of Maryland in and for said County, personally appeared Peter Quigly and acknowledged the foregoing instrument to be his act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this seventh day of June 1860 before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Henry Thomas Weld, the mortgagee in the foregoing mortgage, and made oath on the Holy Evangelical of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 19, page 132, 6/12/1860.

At the request of Henry T. Weld this Mortgage was recorded June 12, 1860.

This Indenture, made this fifth day of June eighteen hundred and sixty, between James Dixon of Jefferson County, State of Virginia of the first part and Henry Thomas Weld of Allegany County, State of Maryland, of the second part.

Whereas the said Henry Thomas Weld has this day sold to the said Dixon the Canal Boat called "Thomas Sheridan" at and for the sum of fifteen hundred and thirty dollars, which the said Dixon is to pay unto the said Weld and his assigns, in installments of forty five dollars each, for the first twenty trips, and thirty five dollars each for every subsequent trip, made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, until the entire money is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made.

And whereas, it was a part of said contract of purchase and sale between the said Dixon and the said Weld that the said Dixon shall use the said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; and to receive the loads of said boat promptly at each trip, with coal of such company or person as the said Weld shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company and the Allegany Mining Company; and keep said boat in proper repair; all of which said stipulations the said Dixon hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always that if the said Weld should not be prepared with coal within twenty four hours of the boat being reported by the Captain as ready to receive her load, then the said Dixon to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case, all must take their turn.

And whereas the said Dixon is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said James Dixon is willing to execute these presents.

Now this Indenture Witnesseth, that the said Dixon for and in consideration of the premises hath granted, bargained, and sold and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called "Thomas Sheridan" to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns, forever. The sale of said boat was made on the 23rd of March 1859 and is now the sole property of the said Dixon at the signing of this Indenture free from all encumbrances or liens on said boat according to the conditions of said mortgage.

Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said James Dixon shall well and truly pay unto the said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid until the whole purchase money with the interest as aforesaid, shall be fully paid; and if the said James Dixon shall well and truly do and perform all the covenants on his part to be done and performed as

set forth in this mortgage, then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void; otherwise to remain in full force and virtue in law.

And this instrument further witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said James Dixon to make regular payments on account of said purchase money, as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect upon the part of the said Dixon to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of the said Dixon, then, and in either event, the said Henry Thomas Weld or his assigns, is hereby authorized to take immediate possession of said boat and after ten days public notice thereof, in a newspaper printed in the City of Cumberland, to sell said canal boat at public sale, as mortgagee, to the highest bidder for cash or on credit; and out of the proceeds of such sale pay first the expenses of such sale and advertisement and then the balance due to said Weld, or his assigns, of said purchase money and interest.

In witness whereof the said _____ hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder
Thomas Sheridan

his
James X Dixon {Seal}
mark

State of Maryland, _____ County, to wit: I hereby certify that on this fifth day of June 1860, before the subscriber, a Justice of the Peace of the State of Maryland in and for said County, personally appeared James Dixon and acknowledged the foregoing instrument to be his act and deed.
Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 7th day of June 1860 before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Henry Thomas Weld, the mortgagee in the foregoing mortgage, and made oath on the Holy Evangelical of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 19, page 161, 8/6/1860.

At the request of Henry T. Weld this Mortgage was recorded August 6th, 1860.

This Indenture, made this 26th day of July eighteen hundred and sixty, between Michael Edenhart of Allegany County, State of Maryland of the first part and Henry Thomas Weld of Allegany County, State of Maryland, of the second part.

Whereas the said Henry Thomas Weld has this day sold to the said Edenhart the Canal Boat called "Cornelius Stack" at and for the sum of fifteen hundred dollars, which the said Edenhart is to pay unto the said Weld and his assigns, in installments of fifty dollars each, for the first twenty trips with interest, and thirty five dollars each for every subsequent trip with interest for every trip made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, until the entire of said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made.

And whereas, it was a part of said contract of purchase and sale between the said Edenhart and the said Weld that the said Edenhart shall use the said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; and to receive the loads of said boat promptly at each trip, with coal of such company or person as the said Weld shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company and the Allegany Mining Company; and keep said boat in proper repair; all of which said stipulations the said Edenhart hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always that if the said Weld should not be prepared with coal within twenty four hours of the boat being reported by the Captain as ready to receive her load, then the said Edenhart to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case, all must take their turn.

And whereas the said Edenhart is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said Edenhart is willing to execute these presents.

Now this Indenture Witnesseth, that the said Edenhart for and in consideration of the premises hath granted, bargained, and sold and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called "Cornelius Stack" to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns, forever.

Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Edenhart shall well and truly pay unto the said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid until the whole purchase money with the interest as aforesaid, shall be fully paid; and if the said Edenhart shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this mortgage, then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void; otherwise to remain in full force and virtue in law.

And this instrument further witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said Edenhart to make regular payments on account of said purchase money, as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect upon the part of the said Edenhart to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of the said Edenhart, then, and in either event, the said Henry Thomas Weld or his assigns, is hereby authorized to take immediate possession of said boat and after ten days public notice thereof, in a newspaper printed in the City of Cumberland, to sell said canal boat at public sale, as mortgagee, to the highest bidder for cash or on credit; and out of the proceeds of such sale pay first the expenses of such sale and advertisement and then the balance due to said Weld, or his assigns, of said purchase money and interest.

In witness whereof the said Edenhart hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Witness: Thomas Sheridan

Michael Edenhart {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 30th day of July 1860, before the subscriber, a Justice of the Peace of the State of Maryland in and for said County, personally appeared Michael Edenhart and acknowledged the foregoing instrument to be his act and deed.

O. H. W. Stull, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 1st day of August 1860 before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared H. T. Weld, the mortgagee in the foregoing mortgage, and made oath on the Holy Evangelical of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

O. H. W. Stull, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 19, page 163, 8/6/1860.

At the request of Henry T. Weld this Mortgage was recorded August 6th, 1860.

This Indenture, made this 24th day of July eighteen hundred and sixty, between James Terrell of Allegany County, State of Maryland of the first part and Henry Thomas Weld of Allegany County, State of Maryland, of the second part.

Whereas the said Henry Thomas Weld has this day sold to the said James Terrell the Canal Boat called "Henry D. Carleton" at and for the sum of fifteen hundred dollars, which the said James Terrell is to pay unto the said Weld and his assigns, in installments of fifty dollars each, for the first twenty trips with interest, and thirty five dollars each for every subsequent trip with interest. Interest to be paid regularly at each trip from the beginning for every trip made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, until the entire balance of said purchase [money] is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made.

And whereas, it was a part of said contract of purchase and sale between the said James Terrell and the said Weld that the said James Terrell shall use the said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done, with four head of stock; and to receive the loads of said boat promptly at each trip, with coal of such company or person as the said Weld shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company and the Allegany Mining Company; and keep said boat in proper repair; all of which said stipulations the said James Terrell hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always that if the said Weld should not be prepared with coal within twenty four hours of the boat being reported by the Captain as ready to receive her load, then the said James Terrell to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case, all must take their turn.

And whereas the said James Terrell is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said James Terrell is willing to execute these presents.

Now this Indenture Witnesseth, that the said James Terrell for and in consideration of the premises hath granted, bargained, and sold and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called "Henry D. Carleton" to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns, forever.

Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said James Terrell shall well and truly pay unto the said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid until the whole purchase money with the interest as aforesaid, shall be fully paid; and if the said James Terrell shall well and truly do and perform all the covenants on his part to be done and performed as

set forth in this mortgage, then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void; otherwise to remain in full force and virtue in law.

And this instrument further witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said James Terrell to make regular payments on account of said purchase money, as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect upon the part of the said James Terrell to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of the said James Terrell, then, and in either event, the said Henry Thomas Weld or his assigns, is hereby authorized to take immediate possession of said boat and after ten days public notice thereof, in a newspaper printed in the City of Cumberland, to sell said canal boat at public sale, as mortgagee, to the highest bidder for cash or on credit; and out of the proceeds of such sale pay first the expenses of such sale and advertisement and then the balance due to said Weld, or his assigns, of said purchase money and interest.

In witness whereof the said James Terrell hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder
Thomas Sheridan

James Terrell {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 14th day of July 1860, before the subscriber, a Justice of the Peace of the State of Maryland in and for said County, personally appeared James Terrell and acknowledged the foregoing instrument to be his act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 1st day of August 1860 before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Henry Thomas Weld, the mortgagee in the foregoing mortgage, and made oath on the Holy Evangelical of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 19, page 222, 9/3/1860.

At the request of H. T. Weld this Mortgage was recorded Sept. 3rd, 1860.

This Indenture, made this 25th day of August eighteen hundred and sixty, between William H. Loy of Allegany County, State of Maryland of the first part and Henry Thomas Weld of Allegany County, State of Maryland, of the second part.

Whereas the said Henry Thomas Weld has this day sold to the said Loy the Canal Boat called "William Stanhope" at and for the sum of fifteen hundred and thirty dollars, which the said [Loy] is to pay unto the said Weld and his assigns, in installments of forty dollars each with interest, for the first twenty trips, and thirty five dollars each for every subsequent trip, with interest. The interest to be paid regularly at each trip from the beginning, for every trip made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, until the entire balance of said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made.

And whereas, it was a part of said contract of purchase and sale between the said Loy and the said Weld that the said Loy shall use the said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done with not less than four head of stock at all times; and to receive the loads of said boat promptly at each trip, with coal of such company or person as the said Weld shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company and the Allegany Mining Company; and keep said boat in proper repair; all of which said stipulations the said Loy hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always that if the said Weld should not be prepared with coal within twenty four hours of the boat being reported by the Captain as ready to receive her load, then the said Loy to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case, all must take their turn.

And whereas the said Loy is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said Loy is willing to execute these presents.

Now this Indenture Witnesseth, that the said Loy for and in consideration of the premises hath granted, bargained, and sold and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called "William Stanhope" to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns, forever.

Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Loy shall well and truly pay unto the said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid until the whole purchase money with the interest as aforesaid, shall be fully paid; and if the said Loy shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this

mortgage, then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void; otherwise to remain in full force and virtue in law.

And this instrument further witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said Loy to make regular payments on account of said purchase money, as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect upon the part of the said Loy to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of the said Loy, then, and in either event, the said Henry Thomas Weld or his assigns, is hereby authorized to take immediate possession of said boat and after ten days public notice thereof, in a newspaper printed in the City of Cumberland, to sell said canal boat at public sale, as mortgagee, to the highest bidder for cash or on credit; and out of the proceeds of such sale pay first the expenses of such sale and advertisement and then the balance due to said Weld, or his assigns, of said purchase money and interest.

In witness whereof the said Loy hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Henry McKeon
P. J. Cahill

W. H. Loy {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 25th day of August 1860, before the subscriber, a Justice of the Peace of the State of Maryland in and for said County, personally appeared William H. Loy and acknowledged the foregoing instrument to be his act and deed.
Henry McKeon, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this third day of September 1860 before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Henry Thomas Weld, the mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Henry McKeon, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 19, page 253, 9/15/1860.

At the request of Henry T. Weld this Mortgage was recorded September 15th, 1860.

This Indenture, made this fourteenth day of September eighteen hundred and sixty, between Edward Richter of Allegany County, State of Maryland of the first part and Henry Thomas Weld of Allegany County, State of Maryland, of the second part.

Whereas the said Henry Thomas Weld has this day sold to the said Edward Richter the Canal Boat called "Thomas James" at and for the sum of fifteen hundred dollars and interest from 9th of April, of which the said Edward Richter has this day paid the sum of three hundred and sixty dollars and is to pay unto the said Weld and his assigns, the balance of the said purchase money in installments of forty dollars each every trip made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, until the entire balance of said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made.

And whereas, it was a part of said contract of purchase and sale between the said Edward Richter and the said Weld that the said Edward Richter shall use the said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done and to receive the loads of said boat promptly at each trip, with coal of such company or person as the said Weld shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company and the Allegany Mining Company; and keep said boat in proper repair; all of which said stipulations the said Edward Richter hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always that if the said Weld should not be prepared with coal within twenty four hours of the boat being reported by the Captain as ready to receive her load, then the said Edward Richter to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case, all must take their turn.

And whereas the said Edward Richter is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said Edward Richter is willing to execute these presents.

Now this Indenture Witnesseth, that the said Edward Richter for and in consideration of the premises hath granted, bargained, and sold and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called "Thomas James" to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns, forever.

Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Edward Richter shall well and truly pay unto the said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid until the whole purchase money with the interest as aforesaid, shall be fully paid; and if the said Edward Richter shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this mortgage, then this instrument of writing and every matter and thing

herein contained shall cease and be utterly null and void; otherwise to remain in full force and virtue in law.

And this instrument further witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said Edward Richter to make regular payments on account of said purchase money, as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect upon the part of the said Edward Richter to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of the said Edward Richter, then, and in either event, the said Henry Thomas Weld or his assigns, is hereby authorized to take immediate possession of said boat and after ten days public notice thereof, in a newspaper printed in the City of Cumberland, to sell said canal boat at public sale, as mortgagee, to the highest bidder for cash or on credit; and out of the proceeds of such sale pay first the expenses of such sale and advertisement and then the balance due to said Weld, or his assigns, of said purchase money and interest.

In witness whereof the said Edward Richter hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: O. H. W. Stull

Edward Richter {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this fourteenth day of September 1860, before the subscriber, a Justice of the Peace of the State of Maryland in and for said County, personally appeared Edward Richter and acknowledged the foregoing instrument to be his act and deed.

O. H. W. Stull, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this fourteenth day of September 1860 before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Henry Thomas Weld, the mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

O. H. W. Stull, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 19, page 459, 10/18/1860.

At the request of Henry Thomas Weld this Mortgage was recorded October 18th, 1860.

This Indenture, made this 10th day of October eighteen hundred and sixty, between Charles Richter of Allegany County, State of Maryland of the first part and Henry Thomas Weld of Allegany County, State of Maryland, of the second part.

Whereas the said Henry Thomas Weld has this day sold to the said Richter the Canal Boat called "Susquehanna" at and for the sum of fifteen hundred dollars, which the said Richter is to pay unto the said Weld and his assigns, in installments of forty dollars each with interest, for the first twenty trips, and thirty five dollars with interest for every subsequent trip. The interest to be paid regularly at each trip from the beginning, for every trip made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, until the entire balance of said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made.

And whereas, it was a part of said contract of purchase and sale between the said Richter and the said Weld that the said Richter shall use the said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done with four good head of stock, and to receive the loads of said boat promptly at each trip, with coal of such company or person as the said Weld shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company and the Allegany Mining Company; and keep said boat in proper repair; all of which said stipulations the said Richter hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always that if the said Weld should not be prepared with coal within twenty four hours of the boat being reported by the Captain as ready to receive her load, then the said Richter to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case, all must take their turn.

And whereas the said Richter is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said Richter is willing to execute these presents.

Now this Indenture Witnesseth, that the said Richter for and in consideration of the premises hath granted, bargained, and sold and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called "Susquehanna" and her team consisting of three mules and one horse with their harness, named one bay horse mule called Jack, one brown horse mule called Frank, one gray mare mule called Beck, and one horse called Fan, with harness belonging to each one, to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns, forever.

Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Richter shall well and truly pay unto the said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid until the whole purchase money with the interest as aforesaid, shall be fully paid; and if the said Richter shall

well and truly do and perform all the covenants on his part to be done and performed as set forth in this mortgage, then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void; otherwise to remain in full force and virtue in law.

And this instrument further witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said Richter to make regular payments on account of said purchase money, as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect upon the part of the said Richter to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of the said Richter, then, and in either event, the said Henry Thomas Weld or his assigns, is hereby authorized to take immediate possession of said boat and after ten days public notice thereof, in a newspaper printed in the City of Cumberland, to sell said canal boat at public sale, as mortgagee, to the highest bidder for cash or on credit; and out of the proceeds of such sale pay first the expenses of such sale and advertisement and then the balance due to said Weld, or his assigns, of said purchase money and interest.

In witness whereof the said Richter hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder
Thomas Sheridan

Charles Richter {Seal}

State of Maryland, _____ County, to wit: I hereby certify that on this 10th day of October 1860, before the subscriber, a Justice of the Peace of the State of Maryland in and for said County, personally appeared Charles Richter and acknowledged the foregoing instrument to be his act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 16th day of October 1860 before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Henry Thomas Weld, the mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 19, page 464, 9/15/1860.

At the request of Henry Thomas Weld this Mortgage was recorded September 15th, 1860.

This Indenture, made this 14th day of September eighteen hundred and sixty, between Jacob Kesser of Allegany County, State of Maryland of the first part and Henry Thomas Weld of Allegany County, State of Maryland, of the second part.

Whereas the said Henry Thomas Weld has this day sold to the said Kesser the Canal Boat called "Hiram B. Furlow" at and for the sum of fifteen hundred dollars, which the said Kesser is to pay unto the said Weld and his assigns, in installments of forty dollars each with interest, for the first twenty trips, and thirty five dollars each with interest for every subsequent trip. The interest to be paid regularly at each installment from the beginning, for every trip made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, until the entire balance of said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made.

And whereas, it was a part of said contract of purchase and sale between the said Kesser and the said Weld that the said Kesser shall use the said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done with four head of stock at all times and to receive the loads of said boat promptly at each trip, with coal of such company or person as the said Weld shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the American Company and the Allegany Mining Company; and keep said boat in proper repair; all of which said stipulations the said Kesser hereby covenants and agrees with the said Weld and his assigns to fulfill and perform.

Provided always that if the said Weld should not be prepared with coal within twenty four hours of the boat being reported by the Captain as ready to receive her load, then the said Kesser to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case, all must take their turn. And whereas the said Kesser is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said Kesser is willing to execute these presents.

Now this Indenture Witnesseth, that the said Kesser for and in consideration of the premises hath granted, bargained, and sold and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called "Hiram B. Furlow" to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns, forever.

Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Kesser shall well and truly pay unto the said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid until the whole purchase money with the interest as aforesaid, shall be fully paid; and if the said Kesser shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this mortgage, then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void; otherwise to remain in full force and virtue in law.

And this instrument further witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said Kesser to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of the said Kesser, then, and in either event, the said Henry Thomas Weld or his assigns, is hereby authorized to take immediate possession of said boat and after ten days public notice thereof, in a newspaper printed in the City of Cumberland, to sell said canal boat at public sale, as mortgagee, to the highest bidder for cash or on credit; and out of the proceeds of such sale pay first the expenses of such sale and advertisement and then the balance due to said Weld, or his assigns, of said purchase money and interest.

In witness whereof the said Kesser hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Henry McKeon

his
Jacob X Kesser {Seal}
mark

State of Maryland, _____ County, to wit: I hereby certify that on this _____ day of September 1860, before the subscriber, a Justice of the Peace of the State of Maryland in and for said County, personally appeared Jacob Kesser and acknowledged the foregoing instrument to be his act and deed.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this fourteenth day of September 1860 before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Jacob Kesser [sic. Henry Thomas Weld], the mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Henry McKeon, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 20, page 624, 5/21/1863.

At the request of C. E. Detmold this Mortgage was recorded May 21st 1863.

This Indenture, made this fifteenth day of May in the year of our Lord 1863, between Henry Thomas Weld of Allegany County, Maryland and Christian E. Detmold of New York City.

Witnesseth, that whereas the said Christian E, Detmold has this day advanced to said Henry Thomas Weld on the Canal Boats "Nimrod," "Flora Temple," "G. W. Summers" and "Gem" the sum of seven hundred dollars each, the receipt whereof is hereby acknowledged, it is agreed that said Canal Boats shall each be used in freighting coal for C. E. Detmold on the Chesapeake and Ohio Canal with as much regularity and dispatch as the canal navigation permits, to receive said loads of coal & deliver them promptly at the current rates of freight which shall be paid by the principal shippers of coal - and it is agreed that the rent or trip money to be paid each trip by the Captain for the use of said boat shall never be less than forty dollars & that at the rate of freight of 1.75 dollars per ton it shall be forty five dollars & with any increase in the rate of freight shall increase proportionally, and it is agreed that these boats shall be used as above in freighting coal for C. E. Detmold until the sum of seven hundred dollars & interest shall have been repaid to said Detmold on each of those boats, each boat to be released as the advance on it and interest shall be repaid, but if the last payment on each boat shall not be paid within a period of three months from the commencement of navigation of the year in which the last payment is made then the boat to continue freighting the coal of C. E. Detmold until the termination of that year of navigation. And it is further agreed that one half the trip money so received shall on each trip be paid over to C. E. Detmold crediting each respective payment on the boat as of the time when such payment shall be made.

Now in consideration of the sum of seven hundred dollars each on the Canal Boats "Nimrod," "Gem," "G. W. Summer," & "Flora Temple" the receipt whereof is hereby acknowledged, I Henry Thomas Weld do hereby bargain and sell to C. E. Detmold the four Canal Boats "Nimrod," "Gem," "G. W. Summer" & "Flora Temple."

Provided that if I Henry Thomas Weld shall well and truly repay to said Detmold the sum of twenty eight hundred dollars and interest as above provided, this agreement shall be null and void.

In witness whereof the said Henry Thomas Weld has this day subscribed his name and affixed his seal.

Teste: Andrew Gonder

Henry Thomas Weld {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this fifteenth day of May 1863 before the subscriber a Justice of the Peace of the State of Maryland in & for said County, personally appeared Henry Thomas Weld and acknowledged the foregoing instrument to be his act and deed.

Andrew Gonder J.P.

State of Maryland, Allegany County, to wit: On this 20th day of May in the year of our Lord 1863 personally appeared before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, Alexander Shaw, Agent of C. E. Detmold and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and that he is authorized to make such oath. In testimony whereof I have subscribed my name.

Andrew Gonder, J. P.

I hereby release the within mortgage. Witness my hand and seal.

Jas. J. Shaw

Agent Central Coal Mining & Manufacturing

Co.

Allegany County Courthouse, Cumberland, MD, Deed Book 20, page 770, 6/22/1863.

At the request of C. E. Detmold this Deed of Mortgage was recorded June 22nd 1863.

This Indenture made on the 8th day of June in the year of our Lord 1863 between Henry Thomas Weld of Allegany County, Maryland and Christian E. Detmold of New York City.

Witnesseth; That whereas the said Christian E. Detmold has this day advanced to said Henry Thomas Weld on the Canal Boat "Juanita" the sum of seven hundred dollars, the receipt whereof is hereby acknowledged, it is agreed that said Canal Boat shall be used in freighting the coal of C. E. Detmold on the Chesapeake and Ohio Canal with as much regularity & dispatch as the Canal navigation permits, to receive said loads of coal & deliver them promptly at the current rates of freight which shall be paid by the principal shippers of coal, and it is agreed that the rent or trip money to be paid out of each trip by the Captain of the boat shall never be less than forty dollars per trip, and that at the rate of \$1.75 per ton it shall be forty five dollars and with any increase in the rate of freight shall increase proportionally, and it is agreed that this boat shall be used as above in freighting coal of C. E. Detmold until the sum of seven hundred [dollars] and interest shall have been paid to C. E. Detmold. The boat is to be released from these obligations whenever the advance on it and interest shall have been repaid, but if the last payment on the boat shall not be paid within a period of three months from the commencement of navigation of the year in which the last payment is made then the boat to continue freighting the coal of C. E. Detmold until the termination of that year of navigation. And it is further agrees that one half of the trip money so received shall on each trip be paid over to C. E. Detmold, crediting each respective payment on the boat as of the time when such payment shall be made.

Now in consideration of the sum of seven hundred dollars the receipt whereof is hereby acknowledged, I, Henry Thomas Weld do hereby bargain & sell to C. E. Detmold the Canal Boat "Juanita" provided that if I Henry Thomas Weld shall well and truly repay to C. E. Detmold the sum of seven hundred dollars and interest as provided then this agreement shall be null and void. In witness whereof said Henry Thomas Weld Has this day subscribed his name & affixed his seal.

Teste: Andrew Gonder

Henry Thomas Weld {Seal}

Cumberland, Allegany County, Md., personally appeared on this 8th day of June before me the subscriber a Justice of the Peace for the State of Maryland, the within named Henry Thomas Weld who acknowledged the within to be his hand and deed.

Andrew Gonder, J. P.

State of Maryland, Allegany County, to wit: On this 22nd day of June in the year of our Lord 1863 personally appeared before me the subscriber a Justice of the Peace of the State of Maryland, Alexander Shaw, Agent of C. E. Detmold, and made oath on the Holy Evangely of Almighty God that the consideration set forth in the aforegoing mortgage is true and bona fide as therein set forth and that he is authorized to make such oath. In testimony whereof I have subscribed my name.

Andrew Gonder, J.P.

I hereby release the within mortgage. Witness my hand and seal this twenty first day of May 1866.

Jas. J. Shaw, Agent
of the Central Coal M. & Mfg. Co.

Allegany County Courthouse, Cumberland, MD, Deed Book 20, page 791, 8/22/1863.

At the request of C. E. Detmold this Deed of Mortgage was recorded Aug. 22 1863.

This Indenture made on the 12th day of August in the year of our Lord 1863 between Henry Thomas Weld of Allegany County, Maryland and Christian E. Detmold of New York City.

Witnesseth; That Whereas said Christian E. Detmold has this day paid to Henry Thomas Weld the sum of fourteen hundred dollars, being the sum of seven hundred dollars each on the Canal Boats "Pearl" and "Diamond" the receipt whereof is hereby acknowledged, it is hereby agreed that said Canal Boats shall each be used in freighting coal for C. E. Detmold on the Chesapeake and Ohio Canal with as much regularity & dispatch as the canal navigation permits, to receive the loads of coal, and deliver them promptly at the current rates of freight which shall be paid from time to time by the principal shippers of coal, and it is agreed that the rent or trip money which shall be paid on each trip by the Captain hiring either of said boats shall be rated at \$45.00 per trip when freights are \$1.75 per ton, and with any increase of rates of freight shall increase in proportion but shall never be less than thirty five dollars, and it is agreed that each of these boats shall be used as above in freighting coal for C. E. Detmold until the above sum of seven hundred dollars with interest shall have been paid to said C. E. Detmold on each of these boats; each boat to be released from its obligation whenever this sum and interest shall have been repaid, but if the last payment on each boat shall not be paid within a period of three months from the commencement of navigation of the year in which such last payment is made, then the boat to continue freighting the coal of said C. E. Detmold until the termination of that year of navigation. And it is further agreed that one half of the trip money so received on each trip shall be paid over to C. E. Detmold in payment of said seven hundred dollars and interest, each respective payment being credited as of the time when such payment shall be made.

Now in consideration of the sum of seven hundred dollars each on the Canal Boats "Pearl" & "Diamond" I, Henry Thomas Weld do hereby bargain and sell to C. E. Detmold the two Canal Boats "Pearl" & "Diamond" provided that if I Henry Thomas Weld shall well & truly repay to C. E. Detmold the sum of fourteen hundred dollars and interest as provided [then] this agreement is null and void. In witness whereof said Weld has this day subscribed his name & affixed his seal.

Teste: Andrew Gonder

Henry Thomas Weld {Seal}

Personally appeared before me the subscriber a Justice of the Peace for the State of Maryland, Henry Thomas Weld who acknowledged the above as his act and deed.

Andrew Gonder, J. P.

State of Maryland, Allegany County, to wit: I hereby certify that on this 20th day of August in the year 1863 before me the subscriber a Justice of the Peace in and for said County and State personally appeared Alexander Shaw, Agent of C. E. Detmold, the mortgagee in the within mortgage and made oath in due form of law that the consideration in the said mortgage is true and bona fide as therein set forth. And Alexander Shaw further in like manner made oath that he is the Agent of the said C. E. Detmold and authorized by said Mortgagee to make such affidavit. Sworn before:

John Bell, Justice of the Peace
in and for Allegany County

I hereby release the within Mortgage. Witness my hand and seal this 22nd November [1863].

Jas. J. Shaw, Agent
Central C. M. & Manf. Co.

Allegany County Courthouse, Cumberland, MD, Deed Book 21, page 224, 7/21/1863.

At the request of H. T. Weld this mortgage was recorded July 21st 1863.

This Indenture, made this 15th day of May eighteen hundred and sixty three, between Joseph I. Grehan of Allegany County, State of Maryland of the first part and Henry Thomas Weld of Allegany County, State of Maryland, of the second part.

Whereas the said Henry Thomas Weld has this day sold to the said Grehan the Canal Boat called "Nimrod" at and for the sum of sixteen hundred and fifty dollars which the said Grehan is to pay unto the said Weld and his assigns, in installments of forty dollars each with interest, the accruing interest to be paid at each installment from the beginning for every trip made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, until the entire balance of said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made.

And whereas, it was a part of said contract of purchase and sale between the said Grehan and the said Weld that the said Grehan shall use the said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; and to receive the loads of the said boat promptly at each trip with coal of such company or person as the said Weld shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company and the Allegany Mining Company; and keep said boat in proper repair; all of which said stipulations the said Grehan hereby covenants and agrees with the said Weld and his assigns to fulfill and perform.

Provided always that if the said Weld should not be prepared with coal within twenty four hours of the boat being reported by the Captain as ready to receive her load, then the said Grehan to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case, all must take their turn. And whereas the said Grehan is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said Grehan is willing to execute these presents.

Now this Indenture Witnesseth, that the said Grehan for and in consideration of the premises hath granted, bargained, and sold and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called "Nimrod" to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns, forever.

Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Grehan shall well and truly pay unto the said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid until the whole purchase money with the interest as aforesaid, shall be fully paid; and if the said Grehan shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this mortgage, then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void; otherwise to remain in full force and virtue in law.

And this instrument further witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said Grehan to make regular payments on account of said purchase money, as herein provided, or in case of a refusal or neglect upon the part of the said Grehan to freight for the company or person designated by said Weld; or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned; or in case said boat is not kept in proper repair; or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of the said Grehan, then, and in either event, the said Henry Thomas Weld or his assigns, is hereby authorized to take immediate possession of said boat and after ten days public notice thereof, in a newspaper printed in the City of Cumberland, to sell said canal boat at public sale, as mortgagee, to the highest bidder for cash or on credit; and out of the proceeds of such sale pay first the expenses of such sale and advertisement and then the balance due to said Weld, or his assigns, of said purchase money and interest.

In witness whereof the said Joseph I. Grehan hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder

Joseph I. Grehan {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 12th day of May 1863, before the subscriber, a Justice of the Peace of the State of Maryland in and for said County, personally appeared Joseph I. Grehan and acknowledged the foregoing instrument to be his act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 13th day of May 1863 before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Henry Thomas Weld, the mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 21, page 226, 7/21/1863.

At the request of H. T. Weld this mortgage was recorded July 21st 1863.

This Indenture, made this 15th day of May eighteen hundred and sixty three, between Joseph I. Grehan of Allegany County, State of Maryland of the first part and Henry Thomas Weld of Allegany County, State of Maryland, of the second part.

Whereas the said Henry Thomas Weld has this day sold to the said Joseph I. Grehan the Canal Boat called "General McClellan" at and for the sum of fifteen hundred dollars which the said Grehan is to pay unto the said Weld and his assigns, in installments of forty dollars each with interest from the 21st day of October 1862, accruing interest to be paid at each installment from the beginning for every trip made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, until the entire balance of said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made.

And whereas, it was a part of said contract of purchase and sale between the said Grehan and the said Weld that the said Grehan shall use the said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; and to receive the loads of the said boat promptly at each trip with coal of such company or person as the said Weld shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company and the Allegany Mining Company; and keep said boat in proper repair; all of which said stipulations the said Grehan hereby covenants and agrees with the said Weld and his assigns to fulfill and perform.

Provided always that if the said Weld should not be prepared with coal within twenty four hours of the boat being reported by the Captain as ready to receive her load, then the said Grehan to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case, all must take their turn. And whereas the said Grehan is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said Grehan is willing to execute these presents.

Now this Indenture Witnesseth, that the said Grehan for and in consideration of the premises hath granted, bargained, and sold and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called "General McClellan" to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns, forever.

Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Grehan shall well and truly pay unto the said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid until the whole purchase money with the interest as aforesaid, shall be fully paid; and if the said Grehan shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this mortgage, then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void; otherwise to remain in full force and virtue in law.

And this instrument further witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said Grehan to make regular payments on account of said purchase money, as herein provided; or in case of a failure to make regular trips as aforesaid with said boat; or in case of a refusal or neglect upon the part of the said Grehan to freight for the company or person designated by said Weld; or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned; or in case said boat is not kept in proper repair; or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of the said Grehan, then, and in either event, the said Henry Thomas Weld or his assigns, is hereby authorized to take immediate possession of said boat and after ten days public notice thereof, in a newspaper printed in the City of Cumberland, to sell said canal boat at public sale, as mortgagee, to the highest bidder for cash or on credit; and out of the proceeds of such sale pay first the expenses of such sale and advertisement and then the balance due to said Weld, or his assigns, of said purchase money and interest.

In witness whereof the said Grehan hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder

J. I. Grehan {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 12th day of May 1863, before the subscriber, a Justice of the Peace of the State of Maryland in and for said County, personally appeared Joseph I. Grehan and acknowledged the foregoing instrument to be his act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 13th day of May 1863 before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Henry Thomas Weld, the mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

At the request of the American Coal Co. the following Mortgage was recorded December 21st 1863.

This Indenture made by Henry Thomas Weld of Allegany County in the State of Maryland to the American Coal Company of Allegany County, a corporation incorporated by the General Assembly of Maryland. Witnesseth, That whereas the said Henry Thomas Weld by an agreement, entered into between himself and said American Coal Company upon the 16th day of January eighteen hundred and sixty three, did agree to accrue unto the said American Coal Company the sum of Eighteen Thousand Dollars, then due and owing by the said Weld to the said Company for advances before that time made by the said Company to the said Weld, under the stipulation of a Mortgage mede by said Weld to said Company, on the 3rd December 1859, by a mortgage to be executed by the said Weld upon certain Canal Boats named by the said Weld. And Whereas the said Henry Thomas Weld since the execution of the said agreement has further agreed with the said Company by parcel to add to the security of said mortgage, the assignment by the said Weld to the said American Coal Company of certain mortgage debts due to the said Weld, and secured upon certain Canal Boats executed by the parties; and upon the boats and upon which there remains due at the date of these presents the sums, viz:

<u>Mortgager</u>	<u>Boat</u>	<u>Amount</u>
Wm J. Brashears	Wm H. Brashears	\$698.75
Jacob F. Harper	Chas. W. Harper	631.79
Wm H. Lay	Wm Stanhope	478.53
Isaiah Hill	John Hill	498.54
Chas. Richter	Susquehanna	438.11
James Terrell	H. D. Carleton	562.98
Jas. J. Graham	Gen'l McClellan	936.30

and which said mortgages are duly recorded among the Land Records, Allegany County. Now this Indenture Witnesseth: that the said Henry Thomas Weld with a view to secure to the said American Coal Company, the payment of the said sum of Eighteen Thousand Dollars, with the interest thereon, doth grant, bargain and sell unto the said American Coal Company, its successors and assigns, the following Canal Boats now owned by and belonging to the said Henry Thomas Weld, and engaged in trade on the Chesapeake and Ohio Canal, viz:

"Ambition," "C. Ardinger," "Thomas Sheridan," "Martha Banks," "Mrs. E. Biggs," "James J. Grehan," "Anthony Kean," "J. W. Copeland," "W. R. Chaplin," "S. K. Hensell," "Ruby," "R. Gregory," "A. J. Glosshenner," "Ida Lee," "S. Strider," "S. E. McDonald,"

To Have and to Hold unto the said American Coal Company its successors and assigns forever. And the said Henry Thomas Weld by these presents doth assign, transfer and set over unto the said American Coal Company and its successors and assigns the above recited mortgage debts, severally and respectively due and secured as hereinbefore stated. To Have and to Hold unto the said American Coal Company of Allegany County 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 Henry Thomas Weld shall well and truly pay to the said American Coal Company the aforesaid sum of Eighteen Thousand Dollars, with the interest thereon, on or before the twentieth day of May eighteen hundred and sixty five; or so much thereof, as said Henry Thomas Weld, may not have paid before that date, pursuant to the aforesaid agreement of the 16th January 1863 then this indenture to be void, otherwise to be and remain in full force and virtue in law.

And the said Henry Thomas Weld for himself, his executors, and administrators, doth covenant, promise and agree to and with the said American Coal Company that he the said Henry Thomas Weld will on or before the 20th day of May Eighteen Hundred and sixty five pay to the said Company whatever balance of the aforesaid of Eighteen Thousand Dollars, with the interest thereon, which shall remain unpaid at that date under the above mentioned agreement of the 16th of January 1863.

Witness my hand and seal this twelfth day of December Eighteen Hundred and sixty three.

Witness: Andrew Gonder

Henry Thomas Weld {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twelfth day of December 1863 before the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Henry Thomas Weld and acknowledged the foregoing instrument of writing to be his act and deed.

Andrew Gonder, J.P.

State of New York, City of New York, S.S.: I hereby certify that on this eighteenth day of December Eighteen Hundred and sixty three before the subscriber a Notary Public of the State of New York, in and for the City of New York, personally appeared M. B. Brambull, President of the American Coal Company of Allegany County, and made oath in due form of law that the consideration sett forth in the foregoing Mortgage is true and bona fide as therein set forth.

In Witness Whereof, I hereunto subscribe my name and affix my official seal.

Henry Camp, Notary Public
in the City of New York

Payments made since January 1863:

Feb 16	By 20¢ per ton on	2549 5/20	\$509.85	No. 1	Feb 16
Apr. 1	" " " " "	2925 16/20	585.16	No. 3	Apr. 1
Apr. 30	" " " " "	6288 8/20	1,257.68	No. 7	Apr. 30
Apr. 30	Adv upon 4 scows		1,200.00		M. Butel, Booth, Darrow, J.J. Solchin
May 23			300.00		May 6
May 30	By 20¢ on	6664 2/20	1,332.82	11	
June 15	Adv upon 2 new scows		600.00	14	Lloyd & Clifton
June 30	" " 1 " scow		300.00	16	M. Kenna
June 30	By 20¢on	3410 7/20	682.07	16	
Aug 8	Adv upon 2 scows		600.00	17	D. Stewart & Jos. Hay
Aug 31	By 20¢on	2621 7/20	524.34	19	
Sep. 5	Adv upon 2 scows		600.00	20	Chamberlin & Bayer
Sep. 26	" " 2 "		600.00	23	Peton & A. Walsh
Oct. 1	By 20¢ on	2136 9/20	427.30	24	
Oct. 10	Adv upon 2 scows		600.00	25	
Oct. 31	By 20¢ on	4193 8/20	838.68	28	
Oct. 31	Adv upon 2 scows		600.00	"	Schanath & Pearce
Dec. 5	By 20¢ on	2109 8/20	421.88	33	
Nov. 28	Adv upon 2 scows		600.00	32	Plat & Jas. Alexander
			<u>\$12,579.78</u>		

Allegany County Courthouse, Cumberland, MD, Deed Book 24, p. 68, 11/18/1865.

At the request of Henry Thomas Weld, this Mortgage was recorded Nov. 18th 1865.

This Indenture made this 31st day of October eighteen hundred and sixty [five], between Joseph I. Grehan of Allegany County, State of Maryland of the first part and Henry Thomas Weld of Allegany County, State of Maryland of the second part. Whereas the said Henry Thomas Weld has this day sold to the said Grehan the Canal Boat called "Wren" at and for the sum of twenty two hundred and sixty eight dollars of which the said Grehan has this day paid the sum of sixty dollars and is to be paid unto the said Weld and his assigns the balance of the purchase money in installments of sixty dollars each for every trip made by said boat from Cumberland to Georgetown, Alexandria or Washington City and intermediations until the entire balance of said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon as of the time when such payments shall be made.

And whereas, it was a part of said contract of purchase and sale between the said Grehan and the said Weld that the said Grehan shall use the said boat in freighting coal from Cumberland to the points aforesaid in regular trips with as much expedition and regularity as can be reasonably done, and to receive the loads of said boat promptly at each trip with the coal of such company or person as said Weld shall direct and to freight the same at the lowest current rate which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company and the American Mining Company and keeping said boat in proper repair, all of which said stipulations the said Grehan hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided Always, that if from any cause whatsoever, said Weld shall not be prepared with coal within twenty four hours of the boat being reported by the captain as ready to receive her load, then the said Grehan to have the right of loading wherever he chooses for that trip provided the detention is not caused by a glut of boats in which case all must take their turn. And Whereas the said Grehan is anxious to secure unto the said Weld and his assigns the regular and due payment of each and every installment of said purchase money, and also to secure to the said Weld and his assigns the regular, prompt and due performance of the covenants aforesaid, and the said Grehan is willing to execute these presents. Now this Indenture Witnesseth, that the said Grehan for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, [his executors, administrators and assigns, the Canal Boat called "Wren"] to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns, forever. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Grehan shall well and truly pay unto the said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money upon each and every trip as aforesaid, until the whole purchase money, with interest as aforesaid, shall be fully paid, and if the said Grehan shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this Mortgage, then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void; otherwise to remain in full force and virtue in law.

And this Instrument further Witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said Grehan to make regular payments on account of said purchase money as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect upon the part of the said Grehan to freight for the company or

person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named to be done and performed on the part of the said Grehan, then and in either event the said Henry Thomas Weld, or his assigns, is hereby authorized to take immediate possession of said boat and after ten days public notice thereof in a newspaper printed in the City of Cumberland to sell said boat at public sale, as mortgagee, to the highest bidder for cash or on credit, and out of the proceeds of such sale pay first the expenses of such sale and advertisement, and then the balance due to said Weld, or his assigns, of said purchase money and interest. In Witness whereof the said Grehan hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: J. B. Widener

Joseph I. Grehan {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 31st day of October 1865 before the subscriber a Justice of the Peace of the State of Maryland, in and for said County, personally appeared Joseph I. Grehan and acknowledged the foregoing instrument to be his act and deed.

J. B. Widener, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 14th day of November 1865 before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Henry Thomas Weld the mortgagee in the foregoing mortgage and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide as herein 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 27, p. 338, 4/23/1868.

At the request of Henry Thomas Weld, this Mortgage was recorded April 23rd 1868.

This Indenture made this 22nd day of April eighteen hundred & sixty eight, between Daniel M. Read of Jefferson County, State of West Virginia of the first part and Henry Thomas Weld of Allegany County, State of Maryland of the second part.

Whereas the said Henry Thomas Weld has this day sold to the said Read the Canal Boat called "Diamond" at and for the sum of fourteen hundred dollars which the said Read is to pay unto the said Weld in installments of Forty dollars each for every trip made by said boat from Cumberland to Georgetown, Alexandria or Washington City or other intermediate points until the entire balance of said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon as of the time when such payments shall be made. And whereas, it was a part of said contract of purchase and sale between the said Read and the said Weld that the said Read shall use the said boat in freighting coal from Cumberland to the points aforesaid in regular trips with as much expedition and regularity as can be reasonably done, and to receive the loads of said boat promptly at each trip with the coal of such company or person as the said Weld shall direct and to freight the same at the lowest current rate which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company and American Mining Company and keep said boat in proper repair. All of which said stipulations the said Read hereby covenants and agrees with the said Weld and his assigns to fulfill and perform.

Provided always, that if said Weld shall not be prepared with coal within twenty four hours of the boat being reported by the captain as ready to receive her load, then the said Read to have the right of loading wherever he chooses for that trip provided the detention is not caused by a glut of boats, in which case all must take their turn.

And Whereas the said Read is anxious to secure unto the said Weld and his assigns the regular and due payment of each and every installment of said purchase money, and also to secure to the said Weld and his assigns the regular, prompt and due performance of the covenants aforesaid, and the said Read is willing to execute these presents.

Now this Indenture Witnesseth, that the said David M. Read for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called "Diamond" to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns, forever.

Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Read shall well and truly pay unto the said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money upon each and every trip as aforesaid, until the whole purchase money, with interest as aforesaid, shall be fully paid, and if the said Read shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this mortgage, then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void; otherwise to remain in full force and virtue in law.

And this Instrument further Witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said Read to make regular payments on account of said purchase money as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect upon the part of the said Read to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named to be done and performed on the part of the said Read, then and in either event the said Henry Thomas Weld, or his assigns, is hereby authorized to take immediate possession of said Boat and after ten days public notice thereof in a newspaper printed in the City of Cumberland to sell said Boat at public sale, as mortgagee, to the highest bidder for cash or on credit, and out of the proceeds of such sale pay first the expenses of such sale and advertisement, and then the balance due said Weld, or his assigns, of said purchase money and interest. In Witness whereof the said Read hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Thomas Sheridan
Andrew Gonder

Daniel M. Read {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 22nd day of April 1868 before me the subscriber a Justice of the Peace of the State of Maryland, in and for said County, personally appeared Daniel M. Read and acknowledged the foregoing instrument to be his act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 22nd day of April 1868 before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Thomas Sheridan, Agent of Henry Thomas Weld the mortgagee in the foregoing mortgage and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth and that he is authorized to make such affidavit.

In Witness Whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 30, p. 97, 9/8/1869.

At the request of Henry T. Weld, this Mortgage was recorded Sept. 8, 1869.

This Indenture made this 20th day of August eighteen hundred and sixty nine, between George W. Dixon of Jefferson County, State of West Virginia of the first part and Henry Thomas Weld of Allegany County, State of Maryland of the second part.

Whereas the said Henry Thomas Weld has this day sold to the said Dixon the Canal Boat called "Henry C. Winship" at and for the sum of two thousand dollars which the said Dixon is to pay unto the said Weld and his assigns in installments of forty dollars each for the first twenty trips and thirty five dollars each for every subsequent trip made by said boat from Cumberland to Georgetown, Alexandria or Washington City until the entire purchase money is paid, with interest thereon from this date, crediting the respective payments thereon as of the time when such payments shall be made. And whereas, it was a part of said contract of purchase and sale between the said Dixon and the said Weld that the said Dixon shall use the said boat in freighting coal from Cumberland to the points aforesaid in regular trips with as much expedition and regularity as can be reasonably done with four head of stock, and to give preference in freighting to such Company or person as said Weld may from time to time direct provided such person or persons are ready to load him at the current rates of freight payable by the large Companies for a like service within a period of twenty four hours, exclusive of Sundays, after his reporting for loading and keep said boat in proper repair. All of which said stipulations the said Dixon hereby covenants and agrees with the said Weld and his assigns to fulfill and perform.

Provided always, that if from any cause whatsoever said Weld shall not be prepared with coal within twenty four hours of the boat being reported by the Captain as ready to receive her load, then all claims of the said Weld to the service of the boat for that trip is cancelled, except so far as his right to claim the trip money is concerned. And whereas the said Dixon is anxious to secure unto the said Weld and his assigns the regular and due payment of each and every installment of said purchase money, and also to secure to the said Weld and his assigns the regular, prompt and due performance of the covenants aforesaid, and the said Dixon is willing to execute these presents. Now this indenture Witnesseth, that the said Dixon for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called "Henry C. Winship" to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns, forever. Provided nevertheless, and it is hereby declared to be the true intent and purpose of these presents, that if the said Dixon shall well and truly pay unto the said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money upon each and every trip as aforesaid, until the whole purchase money, with interest as aforesaid, shall be fully paid, and if the said Dixon shall well and truly perform all the covenants on his part to be done and performed as set forth in this mortgage, then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void; otherwise to remain in full force and virtue in law.

And this instrument further Witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said Dixon to make regular payments on account of said purchase money as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect upon the part of the said Dixon to freight for the company or

person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named to be done and performed on the part of the said Dixon, then and in either event the said [Henry] Thomas Weld, or his assigns, is hereby authorized to take immediate possession of said boat and after ten days public notice thereof in a newspaper printed in the City of Cumberland to sell said Canal Boat at public sale, as Mortgagee, to the highest bidder for cash or on credit, and out of the proceeds of such sale pay first the expenses of such sale and advertisement, and then the balance due said Weld, or his assigns, of said purchase money and interest. In Witness whereof the said Dixon hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder

George W. Dixon {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 20th day of August 1869 before the subscriber a Justice of the Peace of the State of Maryland, in and for said County, personally appeared George W. Dixon and acknowledged the foregoing instrument to be his act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 3rd day of September 1869 before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Henry Thomas Weld, the Mortgagee in the foregoing mortgage, and made oath 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.

Andrew Gonder, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 30, p. 524, 12/11/1869.

At the request of Henry Thos. Weld, this Mortgage was recorded Dec. 11, 1869.

This Indenture made this twenty third day of November eighteen hundred and sixty nine, between Samuel Hughes of Allegany County, State of Maryland of the first part and Henry Thomas Weld of Allegany County of the second part. Whereas the said Henry Thomas Weld has this day sold to the said Hughes the Canal Boat called "Henry Loucher" at and for the sum of twenty one hundred dollars, which the said Hughes is pay unto the said Weld and his assigns in installments of forty dollars each for the first twenty trips and thirty five dollars each for every subsequent trip made by said boat from Cumberland to Georgetown, Alexandria or Washington City until the entire purchase money is paid, with interest thereon from this date, crediting the respective payments thereon as of the time when such payments shall be made. And whereas it was a part of said contract of such purchase and sale between the said Hughes and the said Weld that the said Hughes shall use the said boat in freighting coal from Cumberland to the points aforesaid in regular trips with as much expedition and regularity as can be reasonably done with not less than four head of stock and to give a preference in freighting to the coal of such Company or person as said Weld may from time to time direct provided such person or persons are ready to load him at the current rates of freight payable by the large companies for a like service within a period of twenty four hours, exclusive of Sundays, after his reporting for loading, and keep said boat in proper repair, all of which said stipulations the said Hughes hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided Always, that if from any cause whatsoever, said Weld shall not be prepared with coal within twenty four hours of the boat being reported by the Captain as ready to receive her load, then all claims of the said Weld to the services of the boat for that trip is cancelled, except so far as his right to claim the trip money is concerned.

And Whereas the said Hughes is anxious to secure unto the said Weld and his assigns the regular and due payment of each and every installment of said purchase money, and also to secure to the said Weld and his assigns the regular, prompt and due performance of the covenants aforesaid, and the said Hughes is willing to execute these presents. Now this Indenture Witnesseth, that the said Hughes for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called "Henry Loucher" to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns, forever.

Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Hughes shall well and truly pay unto the said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid, and if said Hughes shall well and truly do and [perform all the covenants on his part to be done and] performed as set forth in this mortgage, then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void; otherwise to remain in full force and virtue in law.

And this Instrument further Witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said Hughes to make regular payments on account of said purchase money as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect upon the part of the said Hughes to freight for the Company or

person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named to be done and performed on the part of the said Hughes, then and in either event the said Henry Thomas Weld, or his assigns, is hereby authorized to take immediate possession of said boat and after ten days public notice thereof in a newspaper printed in the City of Cumberland to sell said Canal Boat at public sale, as mortgagee, to the highest bidder for cash or on credit, and out of the proceeds of such sale pay first the expenses of such sale and advertisement, and then the balance due to said Weld, or his assigns, of said purchase money and interest. In Witness whereof the said Hughes hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: J. M. Strong

Samuel Hughes {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty third day of November 1869 before the subscriber a Justice of the Peace of the State of Maryland, in and for said County, personally appeared Samuel Hughes and acknowledged the foregoing instrument to be his act and deed.

J. M. Strong, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 27th day of November 1869 before me a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Henry Thomas Weld, the Mortgagee in the foregoing mortgage and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In Witness Whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J. P.

I hereby release the foregoing Mortgage. Witness my hand and seal this 3rd day of October A.D. 1873.

Henry Thomas Weld {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 32, p. 285, 6/11/1870.

At the request of H. Thos. Weld, this Mortgage was recorded June 11th 1870.

This Indenture made this 10th day of June eighteen hundred and seventy, between John W. Compton of Morgan County, State of West Virginia of the first part and Henry Thomas Weld of Allegany County, State of Maryland of the second part. Whereas the said Henry Thomas Weld has this day sold to the said Compton the Canal Boat called "J. K. Whitford" at and for the sum of eighteen hundred dollars, which the said Compton is to pay unto the said Weld and his assigns in installments of forty dollars each for the first twenty trips with interest and thirty five dollars each for every subsequent trip with interest, made by said boat from Cumberland to Georgetown, Alexandria or Washington City - or other intermediate points, until the entire purchase money is paid, with interest thereon from this date, crediting the respective payments thereon as of the time when such payments shall be made.

And whereas, it was a part of said contract of purchase and sale between the said Compton and the said Weld, that the said Compton shall use the said boat in freighting coal from Cumberland to the points aforesaid in regular trips with as much expedition & regularity as can be reasonably done with four day and night stock and to give a preference in freighting to the coal of such company or person as said Weld may from time to time direct; provided such person or persons are ready to load him at the current rates of freight payable by the large companies for a like service within a period of twenty four hours, exclusive of Sundays, after his reporting for loading, and keep said boat in proper repair, and that the said party of the first part, shall not sell or dispose of or lease or mortgage said boat without the written consent of the agent of the said Weld, endorsed on this instrument, before the said boat shall have been entirely paid for; all of which said stipulations the said Compton hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided Always, that if from any cause whatsoever, said Weld shall not be prepared with coal within twenty four hours of the boat being reported by the Captain as ready to receive her load, then all claims of said Weld to the services of that boat for that trip is cancelled, except so far as his right to claim the trip money is concerned.

And Whereas the said Compton is anxious to secure unto the said Weld and his assigns the regular and due payment of each and every installment of said purchase money, and also to secure to the said Weld and his assigns the regular, prompt and due performance of the covenants aforesaid, and the said Compton is willing to execute these presents.

Now this Indenture Witnesseth, that the said Compton for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called "J. K. Whitford" to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns, forever. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Compton shall well and truly pay unto the said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid, and if the said Compton shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this mortgage, then this instrument of writing and every matter and thing

herein contained shall cease and be utterly null and void; otherwise to remain in full force and virtue in law.

And this Instrument further Witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said Compton to make regular payments on account of said purchase money as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect upon the part of the said Compton to freight for the Company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named to be done and performed on the part of the said Compton, then and in either event the said Henry Thomas Weld, or his assigns, are hereby authorized to take immediate possession of said boat, and after ten days public notice thereof in a newspaper printed in the City of Cumberland to sell said Canal Boat at public sale, as mortgagee, to the highest bidder for cash or on credit, and out of the proceeds of such sale pay first the expenses of such sale and advertisement, and then the balance due to said Weld, or his assigns, of said purchase money and interest. In Witness whereof the said [Compton] hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder

John W. Compton {Seal}

State of Maryland, [Allegany] County, to wit: I hereby certify that on this 10th day of June 1870 before the subscriber a Justice of the Peace of the State of Maryland, in and for said County, personally appeared John W. Compton and acknowledged the foregoing instrument to be their act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 10th day of June 1870 before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Henry Thomas Weld, the mortgagee in the foregoing mortgage and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In Witness Whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J. P.

For value received I hereby release four hundred dollars on the foregoing mortgage. Witness my hand and seal this 1st day of June A.D. 1870

Teste: Andrew Gonder

Henry Thomas Weld {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 35, p. 23, 9/6/1871.

At the request of Henry T. Weld, this Mortgage was recorded Sept. 6, 1871.

This Indenture made this 24th day of August eighteen hundred and seventy one, between the firm of Hunter & Bruce of Allegany County, State of Maryland of the first part and Henry Thomas Weld of Allegany County, State of Maryland of the second part. Whereas the said Henry Thomas Weld has this day sold to the said Hunter & Bruce the Canal Boat called "Hunter & Bruce" at and for the sum of sixteen hundred and sixty three dollars, of which the said Hunter & Bruce have paid Five Hundred dollars in cash, and are to pay the balance unto the said Weld and his assigns in installments of forty dollars each for every subsequent trip, made by said boat from Cumberland to Georgetown, Alexandria or Washington City until the entire purchase money is paid, with interest thereon from this date, crediting the respective payments thereon as of the time when such payments shall be made. And whereas, it was a part of said contract of purchase and sale between the said Hunter & Bruce and the said Weld that the said Hunter & Bruce shall use the said boat in freighting coal from Cumberland to the points aforesaid in regular trips with as much expedition and regularity as can be reasonably done; and to give a preference in freighting to the coal of such company or person as said Weld may from time to time direct; provided such person or persons are ready to load him at the current rates of freight payable by the large companies for a like service within a period of twenty four hours, exclusive of Sundays, after his reporting for loading, and keep said boat in proper repair, all of which said stipulations the said Hunter & Bruce hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided Always, that if from any cause whatsoever, said Weld shall not be prepared with coal within twenty four hours of the boat being reported by the Captain as ready to receive her load, then all claims of said Weld to the services of that boat for that trip is cancelled, except so far as his right to claim the trip money is concerned.

And Whereas the said Hunter & Bruce is anxious to secure unto the said Weld and his assigns the regular and due payment of each and every installment of said purchase money, and also to secure to the said Weld and his assigns the regular, prompt and due performance of the covenants aforesaid, and the said Hunter & Bruce is willing to execute these presents. Now this Indenture Witnesseth, that the said Hunter & Bruce for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain & sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called "Hunter & Bruce" to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns, forever.

Provided nevertheless, and it is hereby expressly declared to be the true intent and meaning of these presents, that if the said Hunter & Bruce shall well and truly pay unto the said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid, and if the said Hunter & Bruce shall well and truly do and perform all the covenants on their part to be done and performed as set forth in this mortgage, then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void; otherwise to remain in full force and virtue in law.

And this Instrument further Witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said Hunter & Bruce to make regular payments on account of said purchase money as herein provided, or in case of a refusal or neglect upon the part of the said

Hunter & Bruce to freight for the Company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said Boat as before mentioned, or in case said Boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named to be done and performed on the part of the said Hunter & Bruce, then and in either event the said Henry Thomas Weld, or his assigns, is hereby authorized to take immediate possession of said boat and after ten days public notice thereof in a newspaper printed in the City of Cumberland to sell said Canal Boat at public sale, as mortgagee, to the highest bidder for cash or on credit, and out of the proceeds of such sale pay first the expenses of such sale and advertisement, and then the balance due to said Weld, or his assigns, of said purchase money and interest. In Witness whereof the said Hunter & Bruce hath hereunto subscribed their names and affixed their seal on the day and year first above written.

Teste: H. J. Flanagan

Hunter & Bruce {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 24th day of August 1871 before the subscriber a Justice of the Peace of the State of Maryland, in and for said County, personally appeared Maynadier T. Bruce, one of the firm of James H. L. Hunter & Maynadier T. Bruce, partners trading as Hunter & Bruce, and acknowledged the foregoing instrument to be their act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 25th day of August 1871 before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Henry Thomas Weld, the mortgagee in the foregoing mortgage and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth.

In Witness Whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

July 17, 1873 I hereby release all claims of the foregoing Mortgage of boat "Hunter & Bruce" - the conditions having been fully complied with.

H. Th. Weld

Allegany County Courthouse, Cumberland, MD, Deed Book 35, p. 357, 1/23/1872.

At the request of Henry T. Weld, this Mortgage was recorded January 23rd 1872.

This Indenture made this fourth day of January eighteen hundred and seventy two, between John A. Moore of Allegany County, State of Maryland of the first part and Henry Thomas Weld of Allegany County, State of Maryland of the second part.

Whereas the said Henry Thomas Weld has this day sold to the said Moore the Canal Boat called "John T. James" at and for the sum of seventeen hundred dollars, which the said Moore is to pay unto the said Weld and his assigns in installments of forty dollars each trip made by said boat from Cumberland to Georgetown, Alexandria or Washington City until the entire purchase money is paid, with interest thereon from June 19, 1871 this date, crediting the respective payments thereon as of the time when such payments shall be made.

And whereas, it was a part of said contract of purchase and sale between the said Moore and the said Weld that the said Moore shall use the said boat in freighting coal from Cumberland to the points aforesaid in regular trips with as much expedition and regularity as can be reasonably done; and to give a preference in freighting to the coal of such company or persons as said Weld may from time to time direct; provided such person or persons are ready to load him at the current rates of freight payable by the large companies for a like service within a period of twenty four hours, exclusive of Sundays, after his reporting for loading, and keep said boat in proper repair, all of which said stipulations the said Moore hereby covenants and agrees with the said Weld and his assigns to fulfill and perform.

Provided always, that if from any cause whatsoever, said Weld shall not be prepared with coal within twenty four hours of the boat being reported by the Captain as ready to receive her load, then all claims of said Weld to the services of that boat for that trip is cancelled, except so far as his right to claim the trip money is concerned.

And Whereas the said Moore is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said Weld and his assigns the regular, prompt and due performance of the covenants aforesaid, and the said Moore is willing to execute these presents.

Now this Indenture Witnesseth, that the said Moore for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called "John T. James" to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns, forever.

Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Moore shall well and truly pay unto the said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money upon each and every trip as aforesaid, until the whole purchase money, with interest as aforesaid, shall be fully paid, and if the said Moore shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this

mortgage, then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void; otherwise to remain in full force and virtue in law.

And this Instrument further Witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said Moore to make regular payments on account of said purchase money as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect upon the part of the said Moore to freight for the company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named to be done and performed on the part of the said Moore, then and in either event the said Henry Thomas Weld, or his assigns, is hereby authorized to take immediate possession of said boat and after ten days public notice thereof in a newspaper printed in the City of Cumberland to sell said Canal Boat at public sale, as mortgagee, to the highest bidder for cash or on credit, and out of the proceeds of such sale pay first the expenses of such sale and advertisement, and then the balance due to said Weld, or his assigns, of said purchase money and interest.

In Witness whereof the said Moore hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder

John A. Moore {Seal}

State of Maryland, [Allegany] County, to wit: I hereby certify that on this fourth day of January 1872 before the subscriber a Justice of the Peace of the State of Maryland, in and for said County, personally appeared John A. Moore and acknowledged the foregoing instrument to be his act and deed.

Andrew Gonder, J.P.

State of Maryland, Baltimore City, to wit: Be it remembered and it is hereby certified that on this nineteenth day of January 1872 before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Baltimore City, personally appeared Henry Thomas Weld, the mortgagee in the foregoing mortgage and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth.

In Witness Whereof I hereunto subscribe my name on the day and year aforesaid.

Geo. McCaffrey, J. P.

State of Maryland, Baltimore City, Sct: I hereby certify that Geo. McCaffrey, Esquire before when the annexed affidavit was made, who has thereto subscribed his name, was, at the time of so doing, a Justice of the Peace of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn.

In testimony whereof I hereto set my hand and affix the seal of the Superior Court of Baltimore City this 19th day of January A.D. 1872.

Geo. Robinson
Clerk of the Superior Court of Baltimore City

Allegany County Courthouse, Cumberland, MD, Deed Book 40, p. 211, 4/26/1873.

At the request of Henry Thomas Weld, this Mortgage was recorded April 26th 1873.

This Indenture made this 3rd day of April eighteen hundred and seventy three, between Peter Haney of Allegany County, State of Maryland of the first part and Henry Thomas Weld of Allegany County, State of Maryland of the second part. Whereas the said Henry Thomas Weld has this day sold to the said Haney the Canal Boat called "Col. Alfred Spates" at and for the sum of eighteen hundred and forty four dollars, which the said Haney is to pay unto the said Weld and his assigns in installments of forty dollars each for every trip, made by said Boat from Cumberland to Georgetown, or intermediate points in proportion, Alexandria or Washington City until the entire purchase money is paid, with interest thereon from this date, crediting the respective payments thereon as of the time when such payments shall be made. And whereas, it was a part of said contract of purchase and sale between the said Haney and the said Weld that the said Haney shall use the said boat in freighting coal from Cumberland to the points aforesaid in regular trips with as much expedition and regularity as can be reasonably done with full stock; and to give a preference in freighting to the coal of such company or person as said Weld may from time to time direct; provided such person or persons are ready to load him at the current rates of freight payable by the large companies for a like service within a period of twenty four hours, exclusive of Sundays, after his reporting for loading, and keep said boat in proper repair, all of which said stipulations the said Haney hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided Always, that if from any cause whatsoever, said Weld shall not be prepared with coal within twenty four hours of the boat being reported by the captain as ready to receive her load, then all claims of said Weld to the service of that Boat for that trip is cancelled, except so far as his right to claim the trip money is concerned. And Whereas the said Haney is anxious to secure unto the said Weld and his assigns the regular and due payment of each and every installment of said purchase money, and also to secure to the said Weld and his assigns the regular, prompt and due performance of the covenants aforesaid, and the said Haney is willing to execute these presents. Now this Indenture Witnesseth, that the said Haney for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called "Col. Alfred Spates" to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns, forever. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Haney shall well and truly pay unto the said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money upon each and every trip as aforesaid, until the whole purchase money, with interest as aforesaid, shall be fully paid, and if the said Haney shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this Mortgage, then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void; otherwise to remain in full force and virtue in law. And this Instrument further Witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said Haney to make regular payments on account of said purchase money as herein provided, or in case of a failure to make regular trips as aforesaid with said Boat, or in case of a refusal or neglect upon the part of the said Haney to freight for the Company or person designated by said Weld, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named to be done and performed on the part of the said Haney, then and in either event the said Henry Thomas Weld, or his assigns, is hereby authorized to

take immediate possession of said boat and after ten days public notice thereof in a newspaper printed in the City of Cumberland to sell said boat at public sale, as mortgagee, to the highest bidder for cash or on credit, and out of the proceeds of such sale pay first the expenses of such sale and advertisement, and then the balance due to said Weld, or his assigns, of said purchase money and interest. In Witness whereof the said Haney hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

Peter Haney {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 3rd day of April 1873 before the subscriber a Justice of the Peace of the State of Maryland, in and for said County, personally appeared Peter Haney and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 7th day of April 1873 before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Henry Thomas Weld, the mortgagee in the foregoing mortgage and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth.

In Witness Whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 39, p. 539, 11/27/1873.

At the request of Weld & Sheridan, this Mortgage was recorded November 27th 1873.

This Indenture made this 11th day of September eighteen hundred and seventy three, between John Mills of Allegany County, State of Maryland of the first part and Weld & Sheridan of Allegany County, State of Maryland of the second part. Whereas the said Weld & Sheridan have this day sold to the said Mills the Canal Boat called "George J. Elliott" at and for the sum of sixteen hundred dollars, which the said Mills is to pay unto the said Weld & Sheridan and their assigns in installments of thirty five dollars each for every trip made by said Boat from Cumberland to Georgetown, Alexandria or Washington City and intermediate points until the entire purchase money is paid, with interest thereon from this date, crediting the respective payments thereon as of the time when such payments shall be made. And whereas, it was a part of said contract of purchase and sale between the said Mills and the said Weld & Sheridan that the said Mills shall use the said boat in freighting coal from Cumberland to the points aforesaid in regular trips with as much expedition and regularity as can be reasonably done; and to give a preference in freighting the coal of such company or person as said Weld & Sheridan may from time to time direct; provided such person or persons are ready to load him at the current rates of freight payable by the large companies for a like service within a period of twenty four hours, exclusive of Sundays, after his reporting for loading, and keep said boat in proper repair, all of which said stipulations the said Mills hereby covenants and agrees with the said Weld & Sheridan and their assigns to fulfill and perform. Provided Always, that if from any cause whatsoever, said Weld & Sheridan shall not be prepared with coal within twenty four hours of the boat being reported by the Captain as ready to receive her load, then all claims of said Weld & Sheridan to the service of that Boat for that trip is cancelled, except so far as their right to claim the trip money is concerned. And Whereas the said Mills is anxious to secure unto the said Weld & Sheridan and their assigns the regular and due payment of each and every installment of said purchase money, and also to secure to the said Weld & Sheridan and their assigns the regular, prompt and due performance of the covenants aforesaid, and the said Mills is willing to execute these presents. Now this Indenture Witnesseth, that the said Mills for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Weld & Sheridan, their executors, administrators and assigns, the Canal Boat called "George J. Elliott" to have and to hold the same unto the said Weld & Sheridan, their executors, administrators and assigns, forever. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Mills shall well and truly pay unto the said Weld & Sheridan, their executors, administrators or assigns, the aforesaid installments of purchase money upon each and every trip as aforesaid, until the whole purchase money, with interest as aforesaid, shall be fully paid, and if the said Mills shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this Mortgage, then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void; otherwise to remain in full force and virtue in law. And this Instrument further Witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said Mills to make regular payments on account of said purchase money as herein provided, or in case of a failure to make regular trips as aforesaid with said Boat, or in case of a refusal or neglect upon the part of the said Mills to freight for the Company or person designated by said Weld & Sheridan, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named to be done and performed on the part of the said

Mills, then and in either event the said Weld & Sheridan, or their assigns, are hereby authorized to take immediate possession of said boat and after ten days public notice thereof in a newspaper printed in the City of Cumberland to sell said boat at public sale, as mortgagee, to the highest bidder for cash or on credit, and out of the proceeds of such sale pay first the expenses of such sale and advertisement, and then the balance due to said Weld & Sheridan, or their assigns, of said purchase money and interest. In Witness whereof the said Mills hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

John Mills {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 11th day of Sept. 1873 before the subscriber a Justice of the Peace of the State of Maryland, in and for said County, personally appeared John Mills and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 11th day of September 1873, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Thomas Sheridan one of the mortgagees in the foregoing mortgage and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth.

In Witness Whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 40, p. 209, 11/26/1873.

At the request of Weld & Sheridan, this Mortgage was recorded November 26th 1873.

This Indenture made this 26th day of November eighteen hundred and seventy three, between William E. Griffith of Allegany County, State of Maryland of the first part and Weld & Sheridan of Allegany County, State of Maryland of the second part. Whereas the said Weld & Sheridan have this day sold to the said Griffith the Canal Boat called "Alice" at and for the sum of sixteen hundred dollars, which the said Griffith is to pay unto the said Weld & Sheridan and their assigns in installments of thirty five dollars each for every trip and intermediate points made by said Boat from Cumberland to Georgetown, Alexandria or Washington City until the entire purchase money is paid, with interest thereon from this date, crediting the respective payments thereon as of the time when such payments shall be made. And whereas, it was a part of said contract of purchase and sale between the said Griffith and the said Weld & Sheridan that the said Griffith shall use the said boat in freighting coal from Cumberland to the points aforesaid in regular trips with as much expedition and regularity as can be reasonably done, and to give a preference in freighting to the coal of such company or person as said Weld & Sheridan may from time to time direct; provided such person or persons are ready to load him at the current rates of freight payable by the large companies for a like service within a period of twenty four hours, exclusive of Sundays, after his reporting for loading, and keep said boat in proper repair; all of which said stipulations the said Griffith hereby covenants and agrees with the said Weld & Sheridan and their assigns to fulfill and perform. Provided Always, that if from any cause whatsoever, said Weld & Sheridan shall not be prepared with coal within twenty four hours of the boat being reported by the captain as ready to receive her load, then all claims of said Weld & Sheridan to the service of that Boat for that trip is cancelled, except so far as their right to claim the trip money is concerned. And Whereas the said Griffith is anxious to secure unto the said Weld & Sheridan and their assigns the regular and due payment of each and every installment of said purchase money, and also to secure to the said Weld & Sheridan and their assigns the regular, prompt and due performance of the covenants aforesaid, and the said Griffith is willing to execute these presents. Now this Indenture Witnesseth, that the said Griffith for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Weld & Sheridan, their executors, administrators and assigns, the Canal Boat called "Alice" to have and to hold the same unto the said Weld & Sheridan, their executors, administrators and assigns, forever. Provided Nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Griffith shall well and truly pay unto the said Weld & Sheridan, their executors, administrators or assigns, the aforesaid installments of purchase money upon each and every trip as aforesaid, until the whole purchase money, with interest as aforesaid, shall be fully paid, and if the said Griffith shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this Mortgage, then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void; otherwise to remain in full force and virtue in law. And this Instrument further Witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said Griffith to make regular payments on account of said purchase money as herein provided, or in case of a failure to make regular trips as aforesaid with said Boat, or in case of a refusal or neglect upon the part of the said Griffith to freight for the Company or person designated by said Weld & Sheridan, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named to be done and performed on the part of the said

Griffith, then and in either event the said Weld & Sheridan, or their assigns, are hereby authorized to take immediate possession of said boat and after ten days public notice thereof in a newspaper printed in the City of Cumberland to sell said boat at public sale, as mortgagee, to the highest bidder for cash or on credit, and out of the proceeds of such sale pay first the expenses of such sale and advertisement, and then the balance due to said Weld & Sheridan, or their assigns, of said purchase money and interest. In Witness whereof the said Griffith hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Herman H. Hobrook

William E. Griffith {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 26th day of November 1873 before the subscriber a Justice of the Peace of the State of Maryland, in and for said County, personally appeared William E. Griffith and acknowledged the foregoing instrument to be his act and deed.

Herman H. Hobrook, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 26th day of November 1873 before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Thomas Sheridan one of the firm of Weld & Sheridan, one of the mortgagees in the foregoing mortgage and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth.

In Witness Whereof I hereunto subscribe my name on the day and year aforesaid.

Herman H. Hobrook, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 41, p. 661, 8/6/1874.

At the request of Weld & Sheridan, this Mortgage was recorded Aug. 6th 1874.

This Indenture made this first day of August eighteen hundred and seventy four, between Barney McQuade of Allegany County, State of Maryland of the first part and Weld & Sheridan of Allegany County, State of Maryland of the second part. Whereas the said Weld & Sheridan have this day sold to the said McQuade the Canal Boat called "H. B. Rohrback" at and for the sum of sixteen hundred dollars, which the said McQuade is to pay unto the said Weld & Sheridan and their assigns in installments of thirty five dollars each for every trip, made by said Boat from Cumberland to Georgetown, Alexandria or Washington City and intermediate points until the entire purchase money is paid, with interest thereon from this date, crediting the respective payments thereon as of the time when such payments shall have been made. And whereas, it was a part of said contract of purchase and sale between the said McQuade and the said Weld & Sheridan that the said McQuade shall use the said boat in freighting coal from Cumberland to the points aforesaid in regular trips with as much expedition and regularity as can be reasonably done, and to give a preference in freighting to the coal of such company or person as said Weld & Sheridan may from time to time direct; provided such person or persons are ready to load him at the current rates of freight payable by the large companies for a like service within a period of twenty four hours, exclusive of Sundays, after his reporting for loading, and keep said boat in proper repair, all of which said stipulations the said McQuade hereby covenants and agrees with the said Weld & Sheridan and their assigns to fulfill and perform.

Provided always, that if from any cause whatsoever, said Weld & Sheridan shall not be prepared with coal within twenty four hours of the boat being reported by the captain as ready to receive her load, then all claims of said Weld & Sheridan to the service of the Boat for that trip is cancelled, except so far as their right to claim the trip money is concerned. And Whereas the said McQuade is anxious to secure unto the said Weld & Sheridan and their assigns the regular and due payment of each and every installment of said purchase money, and also to secure to the said Weld & Sheridan and their assigns the regular, prompt and due performance of the covenants aforesaid, and the said McQuade is willing to execute these presents. Now this Indenture Witnesseth, that the said McQuade for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Weld & Sheridan, their executors, administrators and assigns, the Canal Boat called "H. B. Rohrback" to have and to hold the same unto the said Weld & Sheridan, their executors, administrators and assigns, forever. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said McQuade shall well and truly pay unto the said Weld & Sheridan, their executors, administrators or assigns, the aforesaid installments of purchase money upon each and every trip as aforesaid, until the whole purchase money, with interest as aforesaid, shall be fully paid, and if the said McQuade shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this mortgage, then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void; otherwise to remain in full force and virtue in law. And this Instrument further Witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said McQuade to make regular payments on account of said purchase money as herein provided, or in case of a failure to make regular trips as aforesaid with said Boat, or in case of a refusal or neglect upon the part of the said McQuade to freight for the Company or person designated by said Weld & Sheridan, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named to be done and performed on the

part of the said McQuade, then and in either event the said Weld & Sheridan, or their assigns, are hereby authorized to take immediate possession of said boat and after ten days public notice thereof in a newspaper printed in the City of Cumberland to sell said Canal Boat at public sale, as mortgagee, to the highest bidder for cash or on credit, and out of the proceeds of such sale pay first the expenses of such sale and advertisement, and then the balance due to said Weld & Sheridan, or their assigns, of said purchase money and interest. In Witness whereof the said McQuade hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder

Barney McQuade {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 1st day of August 1874 before the subscriber a Justice of the Peace of the State of Maryland, in and for said County, personally appeared Barney McQuade and acknowledged the foregoing instrument to be his act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 3rd day of August 1874, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Thomas Sheridan one of the firm of Weld & Sheridan, one of the mortgagees in the foregoing mortgage and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth.

In Witness Whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 42, p. 339, 4/8/1874.

At the request of Weld & Sheridan, this Mortgage was recorded April 8th 1874.

This Indenture made this 7th day of April eighteen hundred and seventy four, between Michael Quigley of Allegany County, State of Maryland of the first part and Weld & Sheridan of Allegany County, State of Maryland of the second part. Whereas the said Weld & Sheridan has this day sold to the said Quigley the Canal Boat called "John Sammon" at and for the sum of sixteen hundred dollars, which the said Quigley is to pay unto the said Weld & Sheridan and their assigns in installments of forty dollars each for every trip made by said Boat from Cumberland to Georgetown, Alexandria or Washington City or intermediate points until the entire purchase money is paid, with interest thereon from this date, crediting the respective payments thereon as of the time when such payments shall have been made. And whereas, it was a part of said contract of purchase and sale between the said Quigley and the said Weld & Sheridan, that the said Quigley shall use the said boat in freighting coal from Cumberland to the points aforesaid, in regular trips with as much expedition and regularity as can be reasonably done; and to give a preference in freighting to the coal of such company or person as said Weld & Sheridan may from time to time direct; provided such person or persons are ready to load him, at the current rates of freight payable by the large companies for a like service within a period of twenty four hours, exclusive of Sundays, after his reporting for loading; and keep said boat in proper repair; all of which said stipulations the said Quigley hereby covenants and agrees with the said Weld & Sheridan and their assigns to fulfill and perform. Provided always, that if from any cause whatsoever, said Weld & Sheridan shall not be prepared with coal within twenty four hours of the boat being reported by the Captain as ready to receive her load, then all claims of said Weld & Sheridan to the service of the boat for that trip is cancelled, except so far as their right to claim the trip money is concerned. And Whereas the said Quigley is anxious to secure unto the said Weld & Sheridan and their assigns the regular and due payment of each and every installment of said purchase money, and also to secure to the said Weld & Sheridan and their assigns, the regular, prompt and due performance of the covenants aforesaid, and the said Quigley is willing to execute these presents. Now this Indenture Witnesseth, that the said Quigley for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Weld & Sheridan, their executors, administrators and assigns, the Canal Boat called "John Sammon" to have and to hold the same unto the said Weld & Sheridan, their executors, administrators and assigns, forever.

Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Quigley shall well and truly pay unto the said Weld & Sheridan, their executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid, until the whole purchase money, with interest as aforesaid, shall be fully paid, and if the said Quigley shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this mortgage, then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void; otherwise to remain in full force and virtue in law. And this Instrument further Witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said Quigley to make regular payments on account of said purchase money as herein provided; or in case of a failure to make regular trips as aforesaid with said Boat, or in case of a refusal or neglect upon the part of the said Quigley to freight for the Company or person designated by said Weld & Sheridan, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat as before mentioned, or in case

said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named to be done and performed on the part of the said Quigley, then and in either event the said Weld & Sheridan, or their assigns, are hereby authorized to take immediate possession of said boat, and after ten days public notice thereof in a newspaper printed in the City of Cumberland to sell said Canal Boat at public sale, as mortgagee, to the highest bidder for cash or on credit, and out of the proceeds of such sale pay first the expenses of such sale and advertisement, and then the balance due to said Weld & Sheridan, or their assigns, of said purchase money and interest. In Witness whereof the said Quigley hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

Michael Quigley {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 7th day of April 1874 before the subscriber a Justice of the Peace of the State of Maryland, in and for said County, personally appeared Michael Quigley and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 7th day of April 1874, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Thomas Sheridan one of the mortgagees in the foregoing mortgage and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In Witness Whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 43, p. 339, 11/6/1874.

At the request of Weld & Sheridan, this Indenture was recorded November 6th 1874.

This Indenture made this 5th day of November eighteen hundred and seventy four, between Kearus A. Kirby of Georgetown, District of Columbia of the first part and Weld & Sheridan of Allegany County, State of Maryland of the second part. Whereas the said Weld & Sheridan have this day sold to the said Kirby the Canal Boat called "Congress" at and for the sum of eighteen hundred dollars, which the said Kirby is to pay unto the said Weld & Sheridan and their assigns in installments of thirty five dollars each and every trip made by said Boat from Cumberland to Georgetown, Alexandria or Washington City or intermediate points until the entire purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall have been made. And whereas, it was a part of said contract of purchase and sale between the said Kirby and the said Weld & Sheridan that the said Kirby shall use the said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; and to give a preference in freighting to the coal of such company or person as said Weld & Sheridan may from time to time direct; provided such person or persons are ready to load him at the current rates of freight payable by the large companies for a like service within a period of twenty four hours, exclusive of Sundays, after his reporting for loading; and keep said boat in proper repair; all of which said stipulations the said Kirby hereby covenants and agrees with the said Weld & Sheridan and his assigns to fulfill and perform. Provided always, that if from any cause whatsoever, said Weld & Sheridan shall not be prepared with coal within twenty four hours of the boat being reported by the captain as ready to receive her load, then all claim of said Weld & Sheridan to the service of the boat for that trip is cancelled, except so far as their right to claim the trip money is concerned. And whereas the said Kirby is anxious to secure unto the said Weld & Sheridan and their assigns the regular and due payment of each and every installment of said purchase money, and also to secure to the said Weld & Sheridan and their assigns the regular, prompt and due performance of the covenants aforesaid, and the said Kirby is willing to execute these presents. Now this Indenture Witnesseth, that the said Kirby for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Weld & Sheridan, their executors, administrators and assigns, the Canal Boat called "Congress" to have and to hold the same unto the said Weld & Sheridan, their executors, administrators and assigns, forever. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Kirby shall well and truly pay unto the said Weld & Sheridan, their executors, administrators or assigns, the aforesaid installments of purchase money upon each and every trip as aforesaid, until the whole purchase money, with interest as aforesaid, shall be fully paid; and if the said Kirby shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this mortgage, then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void; otherwise to remain in full force and virtue in law. And this Instrument further Witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said Kirby to make regular payments on account of said purchase money as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect upon the part of the said Kirby to freight for the Company or person designated by said Weld & Sheridan, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named to be done and performed on the part of the said Kirby, then and in either event

the said Weld & Sheridan, or their assigns, are hereby authorized to take immediate possession of said boat and after ten days public notice thereof in a newspaper printed in the City of Cumberland to sell said Canal Boat at public sale, as mortgagee, to the highest bidder for cash or on credit, and out of the proceeds of such sale pay first the expenses of such sale and advertisement, and then the balance due to said Weld & Sheridan, or their assigns, of said purchase money and interest. In Witness whereof the said Kirby hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder

Kearus A. Kirby {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 5th day of November 1874 before the subscriber a Justice of the Peace of the State of Maryland, in and for said County, personally appeared Kearus A. Kirby and acknowledged the foregoing instrument to be his act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 5th day of November 1874, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Thomas Sheridan, one of the mortgagees in the foregoing mortgage and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In Witness Whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 44, p. 561, 4/19/1875.

At the request of H. Thos. Weld, this Mortgage was recorded April 19th 1875.

I Joseph Alsip of Allegany County, State of Maryland, being now indebted to Henry Thos. Weld of Allegany County, and State of Maryland, in the sum of one hundred and forty one 12/100 dollars, & in consideration thereof I do hereby bargain and sell to the said Henry Thos. Weld the following property, to wit: two feather beds and bedding together with all my other household and kitchen furniture that I now have and own in the house situate on Fulton Street, Cumberland. Provided that if I the said Joseph Alsip shall pay to the said Henry Thomas Weld the said sum of one hundred and forty one 25/100 dollars with the interest thereon from date hereof, on or before the 27th day of August in the year 1875, then this mortgage shall be void. Witness my hand and seal this 27th day of March in the year 1875.

Teste: Andrew Gonder

Joseph Alsip {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 27th day of March in the year of our Lord, 1875, before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Joseph Alsip and acknowledged the foregoing Mortgage to be his act and at the same time, also appeared before me Thomas Sheridan, Agent of H. Thos. Weld and made oath in due form of law that the consideration set forth in the said foregoing mortgage is true and bona fide as therein set forth. In testimony whereof I have subscribed my name.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 45, p. 242, 8/19/1875.

Cumberland, June 11th 1875. Three months after date I promise to pay to the order of Henry Thomas Weld two hundred and fifty three dollars and seventy five cents at the First National Bank of Cumberland, being balance [of] purchase money on triangular Lot, corner of Water and Green Streets.

Maurice A. Headley

Received August 19th 1875, the above amount in full

H. T. Weld
Per Thos. Sheridan

Allegany County Courthouse, Cumberland, MD, Deed Book 45, p. 298, 9/3/1875.

At the request of Weld & Sheridan, this Mortgage was recorded Sept. 3rd 1875.

This Indenture made this 30th day of August eighteen hundred and seventy five, between Thomas Turner of Jefferson County, State of West Virginia of the first part and Henry Thomas Weld & Thomas Sheridan of Allegany County, State of Maryland of the second part. Whereas the said Weld & Sheridan have this day sold to the said Turner the Canal Boat called "John Douglas" at and for the sum of sixteen hundred dollars, which the said Turner is to pay unto the said Weld & Sheridan and their assigns in installments of thirty dollars cash for each and every trip, made by said Boat from Cumberland to Georgetown, Alexandria or Washington City and intermediate points until the entire purchase money is paid, with interest thereon from this date, crediting the respective payments thereon as of the time when such payments shall be made. And whereas, it was a part of said contract of purchase and sale between the said Turner and the said Weld & Sheridan that the said Turner shall use the said boat in freighting coal from Cumberland to the points aforesaid in regular trips with as much expedition and regularity as can be reasonably done, and to give a preference in freighting the coal of such company or person as said Weld & Sheridan may from time to time direct; provided such person or persons are ready to load him at the current rates of freight payable by the large companies for a like service within a period of twenty four hours, exclusive of Sundays, after his reporting for loading and keep said boat in proper repair, all of which said stipulations the said Turner hereby covenants and agrees with the said Weld & Sheridan and their assigns to fulfill and perform. Provided Always, that if from any cause whatsoever, said Weld & Sheridan shall not be prepared with coal within twenty four hours of the boat being reported by the captain as ready to receive her load, then all claims of said Weld & Sheridan to the service of that Boat for that trip is cancelled, except so far as their right to claim the trip money is concerned. And Whereas the said Turner is anxious to secure unto the said Weld & Sheridan and their assigns the regular and due payment of each and every installment of said purchase money, and also to secure to the said Weld & Sheridan and their assigns the regular, prompt and due performance of the covenants aforesaid, and the said Turner is willing to execute these presents. Now this Indenture Witnesseth, that the said Turner for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Weld & Sheridan, their executors, administrators and assigns, the Canal Boat called "John Douglas" to have and to hold the same unto the said Weld & Sheridan, their executors, administrators and assigns, forever. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Turner shall well and truly pay unto the said Weld & Sheridan, their executors, administrators or assigns, the aforesaid installments of purchase money upon each and every trip as aforesaid, until the whole purchase money, with interest as aforesaid, shall be fully paid, and if the said Turner shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this Mortgage, then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void; otherwise to remain in full force and virtue in law. And this Instrument further Witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said Turner to make regular payments on account of said purchase money as herein provided, or in case of a failure to make regular trips as aforesaid with said Boat, or in case of a refusal or neglect upon the part of the said Turner to freight for the Company or person designated by said Weld & Sheridan, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named to be done and performed on the part of the

said Turner, then and in either event the said Weld & Sheridan, or their assigns, are hereby authorized to take immediate possession of said boat and after ten days public notice thereof in a newspaper printed in the City of Cumberland to sell said boat at public sale, as mortgagee, to the highest bidder for cash or on credit, and out of the proceeds of such sale pay first the expenses of such sale and advertisement, and then the balance due to said Weld & Sheridan, or their assigns, of said purchase money and interest. In Witness whereof the said Turner hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder

Thomas Turner {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 30th day of August 1875 before the subscriber a Justice of the Peace of the State of Maryland, in and for said County, personally appeared Thomas Turner and acknowledged the foregoing instrument to be his act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 2nd day of September 1875 before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Thomas Sheridan one of the firm of Weld & Sheridan, one of the mortgagees in the foregoing mortgage and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth.

In Witness Whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 46, p. 5, 6/12/1875.

At the request of Thomas Sheridan, this Bill of Sale was recorded July 12th 1875.

This Bill of Sale made this twenty third day of June in the year of our Lord one thousand eight hundred and seventy five, by William Critzman of Cumberland, Allegany County, and State of Maryland. Witnesseth; That in consideration of the sum of ninety four dollars and fifty cents, the said William Critzman does hereby bargain and sell unto Thomas Sheridan of the City, County and State aforesaid all the household and kitchen furniture belonging to the said William Critzman and of which he is possessed now situate and being in the dwelling house of the said William Critzman, at No. 87 Bedford Street, in the City of Cumberland, in Allegany County and State of Maryland, consisting among other things of bedsteads, beds and bedding, chairs, tables, carpeting, pictures, curtains, looking glasses, stoves and cooking utensils in fire, all the household and kitchen furniture and articles of domestic use and property on the premises aforesaid. The said premises No. 87 being now occupied by the said William Critzman and family as a dwelling house. Witness my hand and seal.

Attest: J. Wm. Jones

Wm. Critzman {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty third day of June eighteen hundred and seventy five before the subscriber a Justice of the Peace of the Sate of Maryland, in and for Allegany County, personally appeared William Critzman and acknowledged the foregoing bill of sale to be his act and deed. And at the same time and place also personally appeared before me Thomas Sheridan, the grantee in said Bill of Sale, and made oath in due form of law that the consideration in said bill of sale is true and bona fide as therein stated.⁴

J. Wm. Jones, J.P.