

COMPILATION OF
CENTRAL COAL MINING & MANUFACTURING COMPANY
CANAL BOAT MORTGAGES
1864 - 1869
ALLEGANY COUNTY, MD

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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 first volume that the following records were found. The records found for canal boat mortgages, presumably were for new boats built in the various Cumberland Boat Yards.

In this compilation notice that during 1864, the Central Coal Mining and Manufacturing Company provided financing to Jesse and Henry Korns, who actually built the boats. The boats were mortgaged (wholesale price) to carry coal exclusively and as soon as they were built, they were pressed into coal freighting service by Jesse and Henry Korns with trippage fees to pay off their boat construction loans. Jesse and Henry Korns then sold the same canal boats at near twice the construction price (retail price) and part of the new owners trippage fees went to finish paying the construction loan with the balance to Jesse and Henry Korns. The details will become evident when the similar compilation of Jesse and Henry Korns boat mortgages is complete.

Notice that in 1865 the Company began charging retail price for their boats; had they started "manufacturing" canal boats? More research will be necessary. Then in 1866 some of the mortgages included Frederick Mertens, a known canal boat builder in Cumberland. Presumably he built those boats at the behest of the Company to carry their coal. The financial arrangements between Frederick Mertens and the Company remain to be documented.

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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Central Coal Mining & Manufacturing Company Canal Boat Mortgages 1864 - 1869					
Owner's Name	Book	Page	Date Recorded	Boat's Name	Purchase Cost
Henry Korns	21	320	3/14/1864	Mahala C. Dick Industry Hibernian George Waters Cornelia Alvenia	\$4,000
Jesse Korns	21	553	5/12/1864	Clearspring Filonia Swain H. Mortimer	\$2,400
Jesse Korns	21	762	6/22/1864	M. E. Hammann Mollie	\$1,600
Henry Korns	22	73	9/23/1864	A. M. Thomas Kate Korns Wm. N. Boteter	\$2,400
F. M. McCormick	22	226	11/26/1864	James Shaw	\$550
Jesse Korns	22	229	11/17/1864	Mollie Reid Filonia Swain	\$1,500
Francis Barger	22	509	3/10/1865	W. H. Barger	\$700
James H. Gibbs	23	146	7/22/1865	Gibbs & Clay	\$2,300
E. A. Male	23	177	8/11/1865	John C. Russell	\$2,300
John J. Norman	23	240	8/20/1865	J. V. Norman	\$2,300
James A. Flynn	23	431	10/11/1865	Thomas Russell	\$2,200
Thomas M. Mills	23	436	10/11/1865	O. D. Robbins	\$1,866
John H. Phillips	23	439	10/11/1865	Susan J. Cress	\$2,000
Martin Danner	23	538	11/28/1865	Harry Conrad	\$2,000
Thomas N. Turner	24	75	11/7/1865	John E. Silver	\$2,200
John D. McEvoy	23	477	10/21/1866	Judge Douglas	\$1,775
Jeremiah Dick	23	754	5/21/1866	Jeremiah Dick	\$1,854
Leander Barger	23	757	5/21/1866	E. K. Barger	\$2,144
Thomas Danner	24	393	5/15/1866	George Albert	\$2,000
James W. Reid	24	395	5/16/1866	1776	\$1,200
William Conrad	24	398	5/16/1866	Shenandoah	\$2,200
Charles A. Potts	24	450	6/4/1866	J. & H. Korns	\$2,089
Joseph Hill	24	635	7/30/1866	Prairie Flower	\$2,000
Francis T. Shawen	25	282	11/22/1866	Andrew Johnson	\$1,374
Thomas F. Dunagan	25	297	11/22/1866	Fanny Ortman	\$1,654
Charles E. Faulkwell	25	308	11/22/1866	Mary Mertens	\$1,970
Samuel Lynch	25	316	11/22/1866	F. P. White	\$1,509.44
Rees Merryman	25	580	6/10/1867	J. A. Suter	\$937.81
George Berkley	26	1	12/21/1866	Charles O. McCord	\$1,344
James M. Baker	26	3	12/7/1866	G. E. Porter	\$1,197
John H. Gatrell	26	6	12/3/1866	Margaret Blocher	\$1,965
M. C. Hartley	26	8	12/3/1866	Lavinia Hartley	\$1,872
John Henry Snyder	26	11	12/3/1866	Mary Edwards	\$1,557
Theodore Embrey	26	13	4/6/1867	Lucy Hall	\$1,740.12
Benjamin F. Price	26	16	4/12/1867	Prairie Flower	\$1,550.86
John H. Crow	26	18	4/20/1867	W. H. Wilson	\$1,423.97
George M. Reid, Jr.	26	21	4/20/1867	Mary Willard	\$1,316.31

Robert P. Montgomery	26	262	5/24/1867	Jane V. Noonian	\$1,533.54
Andrew C. Hartman	26	264	5/24/1867	C. D. Robbins	\$1,042
Joseph Magruder	26	269	6/4/1867	Fanny Ortman	\$1,432.08
Charles Hetzer	26	271	6/7/1867	Benjamin Long	\$1,866.36
John McMullen	26	597	11/29/1867	4 Mules & Harness	\$121.08
Jacob McGraw	27	81	11/29/1867	Nannie McGraw	\$188
Henry Artz	27	83	11/29/1867	Harry Conrad	\$1,090
Richard Sorrell	27	86	11/29/1867	Joseph F. Heitch	\$987
John Byroad	27	88	11/29/1867	Euphelia	\$1,174.50
Peter Wolfe	27	91	11/29/1867	R. A. Wagley	\$1,785
C. H. Arrington	28	50	11/29/1867	Fanny Ortman	\$1,048
George Hughes	27	607	9/2/1868	Iowa Ohio J. B. Turton & American Boy	\$1,000
James W. Reid	28	233	9/19/1868	Theodore Embrey	\$1,495
Samuel S. McMachun	28	366	12/2/1868	M. E. McMachun	\$1,750
George Hughes	28	444	1/20/1869	Iowa, Ohio, J. B. Turton & American Boy	\$1,250
William M. Hill	29	274	4/13/1869	Albert H. Bart	\$2,000
Joseph Kirtley	29	277	4/13/1869	David W. Sloan	\$2,000
Samuel Swain	29	279	4/13/1869	George W. Wheeler	\$2,000
William Nowell	29	282	4/13/1869	Henry L. Miller	\$2,000
Thomas O'Neal	29	284	4/13/1869	E. E. Spielman	\$2,000
Mathias Spong	29	286	4/13/1869	Sharpsburg	\$2,000
William Brashears	30	86	9/3/1869	Friendship	\$1,520

Allegany County Courthouse, Cumberland, MD, Deed Book 21, page 320, 3/14/1864.

At the request of Central Coal Mining & Manufacturing Company this Mortgage was recorded March 14th 1864.

We, Jesse Korns and Henry Korns (trading and doing business under the name of J. & H. Korns) of Allegany County, State of Maryland, being now indebted to the Central Coal Mining and Manufacturing Company of New York in the sum of four thousand dollars for money heretofore advanced to us by said Central Coal Mining and Manufacturing Company, in the building certain Canal Boats to ply on the Chesapeake and Ohio Canal for the transportation of coal for said Central Coal Mining and Manufacturing Company on said Canal from Cumberland to Georgetown and Alexandria and in order to secure the payment of said four thousand dollars to said Central Coal Mining and Manufacturing Company the said J. & H. Korns are willing to execute this Mortgage.

Now in consideration of the premises & the sum of one dollar to us paid by Central Coal Mining and Manufacturing Company, the receipt whereof is hereby acknowledged, we the said J. and H. Korns, do hereby bargain and sell to the Central Coal Mining and Manufacturing Company five Canal Boats named as follows: "Mahala C. Dick," "Industry," "Hibernian," "George Waters" and "Cornelia Alvenia."

Provided, that if we, the said J. and H. Korns, shall pay to the said Central Coal Mining and Manufacturing Company the said sum of four thousand dollars, in the following manner that is to say: the sum of twenty five dollars or one half the trippage for each and every trip each of said boats shall make upon said Canal until said four thousand dollars, with interest, are paid in full, then these presents shall be void.

In Witness whereof we have subscribed our names & seals on this 14th day of March 1864.

Teste: Andrew Gonder

Henry Korns {Seal}

Jesse Korns {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 14th day of March in the year 1864, before the subscriber a Justice of the Peace of the said County and State personally appeared Jesse Korns and Henry Korns and did each acknowledge the foregoing mortgage to be their respective act. And also at the same time personally appeared Alexander Shaw, Agent for the Central Coal Mining and Manufacturing Company, and made oath on the Holy Evangely of Almighty God that the consideration mentioned in the within mortgage is just & true 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 22nd November 1866.

Joseph P. Shaw, Agent {Seal}

Central Coal M. & M. Co.

Allegany County Courthouse, Cumberland, MD, Deed Book 21, page 553, 5/12/1864.

At the request of Central Coal Mining & Manufacturing Company this Mortgage was recorded May 12th 1864.

We, Jesse Korn and Henry Korn (trading and doing business under the name of J. & H. Korn) of Allegany County, State of Maryland, being now indebted to the Central Coal Mining and Manufacturing Company of the same County and State, in the sum of twenty four hundred dollars for money heretofore advanced to us by said Central Coal Mining and Manufacturing Company, in the building certain Canal Boats to ply on the Chesapeake and Ohio Canal in the transportation of coal for said Central Coal Mining and Manufacturing Company on said Canal from Cumberland to Georgetown and Alexandria and in order to secure the payment of said twenty four hundred dollars to said Central Coal Mining and Manufacturing Company the said J. & H. Korn are willing to execute this Mortgage.

Now in consideration of the premises and the sum of one dollar to us paid by Central Coal Mining and Manufacturing Company, the receipt whereof is hereby acknowledged, we the said J. and H. Korn, do hereby bargain and sell to the Central Coal Mining and Manufacturing Company three Canal Boats named as follows: "Clearspring," "Filonia Swain" and "H. Mortimer."

Provided, that if we, the said J. & H. Korn, shall pay to the said Central Coal Mining and Manufacturing Company the said sum of twenty four hundred dollars, in the following manner that is to say: the sum of twenty five dollars or one half the trippage for each and every trip each of said boats shall make upon said Canal until said twenty four hundred dollars, with interest, are paid in full, then these presents shall be void.

In Witness whereof we have subscribed our names & seals on this twelfth day of May 1864.

Teste: Andrew Gonder

Jesse Korn {Seal}

Henry Korn {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twelfth day of May in the year 1864, before the subscriber a Justice of the Peace of the said County and State personally appeared Jesse Korn and Henry Korn and did each acknowledge the foregoing mortgage to be their respective act. And also at the same time personally appeared James J. Shaw, Agent for the Central Coal Mining and Manufacturing Company, and made oath on the Holy Evangely of Almighty God that the consideration mentioned in the within mortgage is just & true as therein set forth, and that he is authorized by said Company 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 22nd November 1866.

Joseph P. Shaw, Agent {Seal}

Central Coal M. & M. Co.

Allegany County Courthouse, Cumberland, MD, Deed Book 21, page 762, 6/22/1864.

At the request of Central Coal Mining & Manufacturing Company this Mortgage was recorded June 22nd 1864.

We, Jesse Korns and Henry Korns (trading and doing business under the name of J. & H. Korns) of Allegany County, State of Maryland, being now indebted to the Central Coal Mining and Manufacturing Company of the same County and State, in the sum of sixteen hundred dollars for money heretofore advanced to us by said Central Coal Mining and Manufacturing Company, in the building certain Canal Boats to ply on the Chesapeake and Ohio Canal in the transportation of coal for said Central Coal Mining and Manufacturing Company on said Canal from Cumberland to Georgetown and Alexandria and in order to secure the payment of said sixteen hundred dollars to said Central Coal Mining and Manufacturing Company the said J. & H. Korns are willing to execute this Mortgage. Now in consideration of the premises and the sum of one dollar to us paid by Central Coal Mining and Manufacturing Company, the receipt whereof is hereby acknowledged, we the said J. & H. Korns, do hereby bargain and sell to the Central Coal Mining and Manufacturing Company two Canal Boats named as follows: "M. E. Hammann" and "Mollie" provided, that if we, the said J. & H. Korns, shall pay to the said Central Coal Mining and Manufacturing Company the said sum of sixteen hundred dollars, in the following manner that is to say: the sum of twenty five dollars or one half the trippage for each and every trip each of said boats shall run upon said Canal until said sixteen hundred dollars, with interest, are paid in full, then these presents shall be void.

In Witness whereof we have subscribed our names & seals on this twenty first day of June in the year 1864.

Teste: Andrew Gonder

Jesse Korns {Seal}

Henry Korns {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty first day of June in the year 1864, before the subscriber a Justice of the Peace of the said County and State personally appeared Jesse Korns and Henry Korns and did each acknowledge the foregoing mortgage to be their respective act and at the same time personally appeared James J. Shaw, Agent for the Central Coal Mining and Manufacturing Company, and made oath on the Holy Evangely of Almighty God that the consideration mentioned in the within mortgage is just & true as therein set forth, and that he is authorized by said Company to make such oath. In testimony whereof I have subscribed my name.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 22, page 73, 9/23/1864.

At the request of Central Coal Mining & Manufacturing Company this Mortgage was recorded Sep. 23rd 1864.

We, Jesse Korns and Henry Korns (trading and doing business under the name of J. & H. Korns) of Allegany County, State of Maryland, being now indebted to the Central Coal Mining and Manufacturing Company of the same County and State, in the sum of twenty four hundred dollars for money heretofore advanced to us by said Central Coal Mining and Manufacturing Company, in the building certain Canal Boats to ply on the Chesapeake and Ohio Canal in the transportation of coal for said Company on said Canal from Cumberland to Georgetown and Alexandria and in order to secure the payment of said twenty four hundred dollars to said Central Coal Mining and Manufacturing Company the said J. & H. Korns are willing to execute this Mortgage. Now in consideration of the premises and the sum of one dollar to us paid by Central Coal Mining and Manufacturing Company, the receipt whereof is hereby acknowledged, we the said J. & H. Korns, do hereby bargain and sell to the Central Coal Mining and Manufacturing Company three Canal Boats named as follows: "A. M. Thomas, "Kate Korns" and "Wm N. Boteter" provided, that if we, the said J. & H. Korns, shall pay to the said Central Coal Mining and Manufacturing Company the said sum of twenty four hundred dollars, in the following manner that is to say: the sum of twenty five dollars or one half the trippage for each and every trip each of said boats shall run upon said Canal until said twenty four hundred dollars, with interest, are paid in full, then these presents shall be void.

In Witness whereof we have subscribed our names & seals on this twenty second day of September in the year eighteen hundred and sixty four.

Teste: Andrew Gonder

Jesse Korns {Seal}

Henry Korns {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty second day of September 1864, before the subscriber a Justice of the Peace of the said County and State personally appeared Jesse Korns and Henry Korns and did each acknowledge the foregoing mortgage to be their respective act and also at the same time personally appeared James J. Shaw, Agent for the Central Coal Mining and Manufacturing Company, and made oath on the Holy Evangely of Almighty God that the consideration mentioned in the within mortgage is just & true as therein set forth, and that he is authorized by said Company to make such oath. In testimony whereof I have subscribed my name.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 22, page 226, 11/26/1864.

At the request of the Central C. M. & M. Company this Mortgage was recorded Nov. 26th 1864.

This Indenture made this twenty sixth day of November, eighteen hundred and sixty four between F. M. McCormick of Allegany County, State of Maryland party of the first part and The Central Coal Mining and Manufacturing Company, of Allegany County, State of Maryland party of the second part.

Whereas the said party of the second part has this day sold to the said party of the first part the Canal Boat called "James Shaw" at and for the sum of Five hundred and fifty dollars which the said party of the first part is to pay to the said party of the second part in installments and in the manner and upon the terms hereinafter mentioned, to wit: The sum of thirty dollars is to be paid unto the said party of the second part for each and every trip made by the said boat upon the Chesapeake & Ohio Canal, until the whole amount of said purchase money is paid.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips both day and night 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 party of the second part 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, the Central Coal Mining & Manufacturing Company, the Consolidation Coal Company and the Hampshire & Baltimore Coal Company; and keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign or transfer or set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever without the consent in writing of the said party of the second part or its authorized agent. All of which said stipulations the said party of the first part covenants and agrees with the said party of the second part and its assigns, to fulfill and perform.

And whereas the said party of the first part is anxious to secure unto the said party of the second part, and its assigns, the regular and due payment of each and every installment of said purchase money and also to secure to the said party of the second part, and its assigns, the regular prompt and due performance of the covenants aforesaid, and the said party of the first part is willing to execute these presents.

Now this Indenture Witnesseth that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said party of the second part and its assigns the Canal Boat called "James Shaw" to have and to hold the same unto the said party of the second part and their assigns forever. Provided nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said party of the first part shall well and truly pay unto the party of the second part or its assigns the aforesaid installments of purchase money upon each and every trip as aforesaid until the whole purchase money as aforesaid, shall be fully paid; and if the said party of the first part 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 party of the first part 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 on the part of the said party of the first part to freight for the company or person designated by the said party of the second part or its authorized agent, 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 transfer without permission as aforesaid, 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 party of the first part, then and in either event the said party of the second part, or its assigns or any duly authorized agent, 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 to pay the expenses of such sale and advertisement and then the balance due to said party of the second part or its assigns of said purchase money and interest, and if there be any overplus the said party or its assigns are to pay the same to the said party of the first part.

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

Teste: Andrew Gonder

F. M. McCormick {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty sixth of November 1864 before the subscriber personally appeared F. M. McCormick 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 twenty sixth day of November 1864 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared James J. Shaw, Agent of 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 the Agent of and authorized by it to make such affidavit. In witness whereof I hereby subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 22, page 229, 11/17/1864.

At the request of The Central Coal Mining & Manufacturing Company this Mortgage was recorded November 17th 1864.

We, Jesse and Henry Korns (trading and doing business under the name of J. & H. Korns) of Allegany County, State of Maryland, being now indebted to the Central Coal Mining and Manufacturing Company of the same County and State, in the sum of fifteen hundred dollars for money heretofore advanced to us by said Central Coal Mining and Manufacturing Company, in the building certain Canal Boats to ply on the Chesapeake and Ohio Canal in the transportation of coal for said Central Coal Mining and Manufacturing Company on said Canal from Cumberland to Georgetown & Alexandria and in order to secure the payment of said sixteen hundred dollars to said Central Coal Mining and Manufacturing Company the said J. & H. Korns are willing to execute this Mortgage. Now in consideration of the premises and the sum of one dollar to us paid by Central Coal Mining and Manufacturing Company, the receipt whereof is hereby acknowledged, we the said J. & H. Korns, do hereby bargain and sell to the Central Coal Mining and Manufacturing Company two Canal Boats named as follows: "Mollie Reid" and "Filonia Swain;" provided, that if we, the said J. & H. Korns, shall pay to the said Central Coal Mining and Manufacturing Company the said sum of sixteen hundred dollars, in the following manner that is to say: the sum of twenty five dollars or one half the trippage for each and every trip each of said boats shall run upon said Canal until said sixteen hundred dollars, with interest, are paid in full, then these presents shall be void.

In Witness whereof we have subscribed our names and seals on this sixteenth day of November in the year eighteen hundred and sixty four.

Witness our hands and seals.

Teste: Andrew Gonder

Jesse Korns {Seal}

Henry Korns {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this sixteenth day of November in the year eighteen hundred and sixty four, before the subscriber a Justice of the Peace of the said County and State personally appeared Jesse Korns and Henry Korns and did each acknowledge the foregoing mortgage to be their respective act and at the same time personally appeared James J. Shaw, Agent for the Central Coal Mining and Manufacturing Company, and made oath on the Holy Evangely of Almighty God that the consideration mentioned in the within mortgage is just & true as therein set forth, and that he is authorized by said Company to make such oath. In testimony whereof I have subscribed my name.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 22, page 509, 3/10/1865.

At the request of the Central Coal M. & M. Company this Mortgage was recorded Mar. 10th 1865.

This Indenture made this tenth day of March, eighteen hundred and sixty five between Francis Barger of Allegany County, State of Maryland party of the first part and The Central Coal Mining & Manufacturing Company, of Allegany County, State of Maryland party of the second part.

Whereas the said party of the second part has this day sold to the said party of the first part the Canal Boat called "W. H. Barger" at and for the sum of Seven hundred dollars which the said party of the first part is to pay to the said party of the second part in installments and in the manner and upon the terms hereinafter mentioned, to wit: That is forty dollars per trip for each and every trip said boat shall run upon the Chesapeake and Ohio Canal unto the said party of the second part for each and every trip said boat shall run upon the Chesapeake & Ohio Canal, until the entire purchase money with interest from date is paid crediting the respective payments thereon, as of the time when such payments shall be made.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips both day and night 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 party of the second part 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, the Consolidation Coal Company and the Hampshire & Baltimore Coal Company; and keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign or transfer or set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever without the consent in writing of the said party of the second part or its authorized agent; and when all of said purchase money is paid off the boat aforesaid shall nevertheless continue to carry coal for the said party of the second part at the current rates as aforesaid, to the end of the season of navigation in the year in which the last payment of purchase money under this present instrument shall be made; all of which said stipulations the said party of the first part covenants and agrees with the said party of the second part and its assigns, to fulfill and perform.

And whereas the said party of the first part is anxious to secure unto the said party of the second part, and its assigns, the regular and due payment of each and every installment of said purchase money and also to secure to the said party of the second part, and its assigns, the regular prompt and due performance of the covenants aforesaid, and the said party of the first part is willing to execute these presents.

Now this Indenture Witnesseth that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said party of the second part and its assigns the Canal Boat called "W. H. Barger" to have and to hold the same unto the said party of the second part and their assigns forever. Provided nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said party of the first part shall well and truly pay unto the party of the second part or its 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 party of the first part 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 party of the first part 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 on the part of the said party of the first part to freight for the company or person designated by the said party of the second part or its authorized agent, 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 transfer without permission as aforesaid, 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 party of the first part, then and in either event the said party of the second part, or its assigns or any duly authorized agent, 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 to pay the expenses of such sale and advertisement and then the balance due to said party of the second part or its assigns of said purchase money and interest, and if there be an overplus the said party or its assigns are to pay the same to the said party of the first part.

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

Teste: Andrew Gonder

Francis Barger {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this tenth of March 1865 before the subscriber personally appeared Francis Barger 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 tenth day of March 1865 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared James J. Shaw, 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 the Agent of and authorized by it to make such affidavit. In witness whereof I hereby subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 23, page 146, 7/22/1865.

At the request of the Central Coal Mining & Manufacturing Company this Mortgage was recorded July 22nd 1865.

This Indenture made this twentieth day of July, eighteen hundred and sixty five between James H. Gibbs of Allegany County, State of Maryland party of the first part and The Central Coal Mining & Manufacturing Company, of Allegany County, State of Maryland party of the second part.

Whereas the said party of the second part has this day sold to the said party of the first part the Canal Boat called "Gibbs & Clay" at and for the sum of Twenty three hundred dollars which the said party of the first part is to pay to the said party of the second part in installments and in the manner and upon the terms hereinafter mentioned, to wit: Seventy five dollars per trip for the first eight trips said boat shall make, after which for each and every trip said boat shall make from Cumberland to Georgetown, Alexandria, Washington City or any other port, the rate of freight being one dollar and fifty cents per ton or over, fifty dollars per trip, the rate of freight being less than one dollar and fifty cents per ton, forty dollars per trip, until the entire purchase money with interest from date is paid crediting the respective payments thereon, as of the time when such payments shall be made.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips both day and night 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 party of the second part 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, the Consolidation Coal Company and the Hampshire & Baltimore Coal Company; and keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign or transfer or set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever without the consent in writing of the said party of the second part or its authorized agent; and when all of said purchase money is paid off the boat aforesaid shall nevertheless continue to carry coal for the said party of the second part at the current rates as aforesaid, to the end of the season of navigation in the year in which the last payment of purchase money under this present instrument shall be made; all of which said stipulations the said party of the first part covenants and agrees with the said party of the second part and its assigns, to fulfill and perform. And whereas the said party of the first part is anxious to secure unto the said party of the second part, and its assigns, the regular and due payment of each and every installment of said purchase money and also to secure to the said party of the second part, and its assigns, the regular prompt and due performance of the covenants aforesaid, and the said party of the first part is willing to execute these presents.

Now this Indenture Witnesseth that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said party of the second part and its assigns the Canal Boat called "Gibbs & Clay" to have and to hold the same unto the said party of the second part and their assigns forever. Provided nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said party of the first part shall well and truly pay unto the party of the second part or its 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 party of the first part 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 party of the first part 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 on the part of the said party of the first part to freight for the company or person designated by the said party of the second part or its authorized agent, 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 transfer without permission as aforesaid, 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 party of the first part, then and in either event the said party of the second part, or its assigns or any duly authorized agent, 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 to pay the expenses of such sale and advertisement and then the balance due to said party of the second part or its assigns of said purchase money and interest, and if there be an overplus the said party or its assigns are to pay the same to the said party of the first part.

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

Teste: Andrew Gonder

James H. Gibbs {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twentieth of July 1865 before the subscriber personally appeared James H. Gibbs 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 twentieth day of July 1865 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared James J. Shaw, 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 the Agent of and authorized by it to make such affidavit. In witness whereof I hereby subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 23, page 177, 8/11/1865.

At the request of the Central Coal Mining & Manufacturing Co. this Mortgage was recorded August 11th 1865.

This Indenture made this tenth day of August, eighteen hundred and sixty five between E. A. Male of Allegany County, State of Maryland party of the first part and The Central Coal Mining & Manufacturing Company, of Allegany County, State of Maryland party of the second part.

Whereas the said party of the second part has this day sold to the said party of the first part the Canal Boat called "John C. Russell" at and for the sum of Twenty three hundred dollars which the said party of the first part is to pay to the said party of the second part in installments and in the manner and upon the terms hereinafter mentioned, to wit: Seventy five dollars per trip for the first eight trips said boat shall run, and thereafter for each and every trip said boat shall run from Cumberland to Georgetown, Alexandria, Washington City or any other port, the rate of freight being one dollar and fifty cents or over, fifty dollars per trip, the rate of freight being less than one dollar and fifty cents, forty dollars per trip, until the entire purchase money is paid with interest from date is paid crediting the respective payments thereon, as of the time when such payments shall be made.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips both day and night 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 party of the second part 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, the Consolidation Coal Company and the Hampshire & Baltimore Coal Company; and keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign or transfer or set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever without the consent in writing of the said party of the second part or its authorized agent; and when all of said purchase money is paid off the boat aforesaid shall nevertheless continue to carry coal for the said party of the second part at the current rates as aforesaid, to the end of the season of navigation in the year in which the last payment of purchase money under this present instrument shall be made; all of which said stipulations the said party of the first part covenants and agrees with the said party of the second part and its assigns, to fulfill and perform. And whereas the said party of the first part is anxious to secure unto the said party of the second part, and its assigns, the regular and due payment of each and every installment of said purchase money and also to secure to the said party of the second part, and its assigns, the regular prompt and due performance of the covenants aforesaid, and the said party of the first part is willing to execute these presents.

Now this Indenture Witnesseth that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said party of the second part and its assigns the Canal Boat called "John C. Russell" to have and to hold the same unto the said party of the second part and their assigns forever. Provided nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said party of the first part shall well and truly pay unto the party of the second part or its 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 party of the first part 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 party of the first part 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 on the part of the said party of the first part to freight for the company or person designated by the said party of the second part or its authorized agent, 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 transfer without permission as aforesaid, 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 party of the first part, then and in either event the said party of the second part, or its assigns or any duly authorized agent, 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 to pay the expenses of such sale and advertisement and then the balance due to said party of the second part or its assigns of said purchase money and interest, and if there be an overplus the said party or its assigns are to pay the same to the said party of the first part.

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

Teste: J. B. Widener

E. A. Male {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this tenth of August 1865 before the subscriber personally appeared E. A. Male 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 tenth day of August 1865 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared James J. Shaw, 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 the Agent of and authorized by it to make such affidavit. In witness whereof I hereby subscribe my name on the day and year aforesaid.

J. B. Widener, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 23, page 240, 8/21/1865.

At the request of the Central Coal Mining & Manufacturing Co. this Mortgage was recorded August 21st 1865.

This Indenture made this sixteenth day of August, eighteen hundred and sixty five between John J. Norman of Allegany County, State of Maryland party of the first part and The Central Coal Mining & Manufacturing Company, of Allegany County, State of Maryland party of the second part.

Whereas the said party of the second part has this day sold to the said party of the first part the Canal Boat called "J. V. Norman" at and for the sum of Twenty three hundred dollars which the said party of the first part is to pay to the said party of the second part in installments and in the manner and upon the terms hereinafter mentioned, to wit: Seventy five dollars per trip for the first eight trips said boat shall make, after which for each and every trip said boat shall make from Cumberland to Georgetown, Alexandria, Washington City or any other port, the rate of freight being one dollar and fifty cents or over, fifty dollars per trip, the rate of freight being less than one dollar and fifty cents per ton, forty dollars per trip, until the entire purchase money with interest from date is paid crediting the respective payments thereon, as of the time when such payments shall be made.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips both day and night 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 party of the second part 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, the Consolidation Coal Company and the Hampshire & Baltimore Coal Company; and keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign or transfer or set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever without the consent in writing of the said party of the second part or its authorized agent; and when all of said purchase money is paid off the boat aforesaid shall nevertheless continue to carry coal for the said party of the second part at the current rates as aforesaid, to the end of the season of navigation in the year in which the last payment of purchase money under this present instrument shall be made; all of which said stipulations the said party of the first part covenants and agrees with the said party of the second part and its assigns, to fulfill and perform. And whereas the said party of the first part is anxious to secure unto the said party of the second part, and its assigns, the regular and due payment of each and every installment of said purchase money and also to secure to the said party of the second part, and its assigns, the regular prompt and due performance of the covenants aforesaid, and the said party of the first part is willing to execute these presents.

Now this Indenture Witnesseth that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said party of the second part and its assigns the Canal Boat called "J. V. Norman" to have and to hold the same unto the said party of the second part and their assigns forever. Provided nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said party of the first part shall well and truly pay unto the party of the second part or its 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 party of the first part 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 party of the first part 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 on the part of the said party of the first part to freight for the company or person designated by the said party of the second part or its authorized agent, 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 transfer without permission as aforesaid, 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 party of the first part, then and in either event the said party of the second part, or its assigns or any duly authorized agent, 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 to pay the expenses of such sale and advertisement and then the balance due to said party of the second part or its assigns of said purchase money and interest, and if there be an overplus the said party or its assigns are to pay the same to the said party of the first part.

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

Teste: J. B. Widener

John J. Norman {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this sixteenth of August 1865 before the subscriber personally appeared John J. Norman 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 sixteenth day of August 1865 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared James J. Shaw, 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 the Agent of and authorized by it to make such affidavit. In witness whereof I hereby subscribe my name on the day and year aforesaid.

J. B. Widener, J.P.

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

James J. Shaw, Agent
for the Central Coal M. & M. Co.

Allegany County Courthouse, Cumberland, MD, Deed Book 23, page 431, 10/11/1865.

At the request of the Central Coal Mining & Manufacturing Co. this Mortgage was recorded Oct. 11th 1865.

This Indenture made this ninth day of October, eighteen hundred and sixty five between James A. Flynn of Allegany County, State of Maryland party of the first part and The Central Coal Mining & Manufacturing Company, of Allegany County, State of Maryland party of the second part.

Whereas the said party of the second part has this day sold to the said party of the first part the Canal Boat called "Thomas Russell" at and for the sum of Twenty two hundred dollars which the said party of the first part is to pay to the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: Seventy five dollars per trip for the first eight trips said boat shall make, after which for each and every trip said boat shall make from Cumberland to Georgetown, Alexandria, Washington City or any other port, the rate of freight being one dollar and fifty cents per ton or over, fifty dollars per trip, the rate of freight being less than one dollar and fifty cents per ton, forty dollars per trip, until the entire purchase money with interest is paid from date crediting the respective payments thereon, as of the time when such payments shall be made.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips both day and night 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 party of the second part 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, the Consolidation Coal Company and the Hampshire & Baltimore Coal Company; and keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign or transfer or set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever without the consent in writing of the said party of the second part or its authorized agent; and when all of said purchase money is paid off the boat aforesaid shall nevertheless continue to carry coal for the said party of the second part at the current rates as aforesaid, to the end of the season of navigation in the year in which the last payment of purchase money under this present instrument shall be made; all of which said stipulations the said party of the first part covenants and agrees with the said party of the second part and its assigns, to fulfill and perform. And whereas the said party of the first part is anxious to secure unto the said party of the second part, and its assigns, the regular and due payment of each and every installment of said purchase money and also to secure to the said party of the second part, and its assigns, the regular prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents.

Now this Indenture Witnesseth that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said party of the second part and its assigns the Canal Boat called "Thomas Russell" to have and to hold the same unto the said party of the second part and their assigns forever. Provided nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said party of the first part shall well and truly pay unto the party of the second part or its 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 party of the first part 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 party of the first part 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 on the part of the said party of the first part to freight for the company or person designated by the said party of the second part or its authorized agent, 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 transfer without permission as aforesaid, 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 party of the first part, then and in either event the said party of the second part, or its assigns or any duly authorized agent, 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 to pay the expenses of such sale and advertisement and then the balance due to said party of the second part or its assigns of said purchase money and interest, and if there be an overplus the said party or its assigns are to pay the same to the said party of the first part.

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

Teste: J. M. Strong

James A. Flynn {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this ninth of October 1865 before the subscriber personally appeared James A. Flynn 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 ninth day of October 1865 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared James J. Shaw, 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 the Agent of and authorized by The Central Coal Mining & Manufacturing Company to make such affidavit. In witness whereof I hereby subscribe my name on the day and year aforesaid.

J. M. Strong, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 23, page 436, 10/11/1865.

At the request of the Central Coal Mining & Manufacturing Co. this Mortgage was recorded Oct. 11th 1865.

This Indenture made this fifth day of October, eighteen hundred and sixty five between Thomas M. Mills of Allegany County, State of Maryland party of the first part and The Central Coal Mining & Manufacturing Company, of Allegany County, State of Maryland party of the second part.

Whereas the said party of the second part has this day sold to the said party of the first part the Canal Boat called "O. D. Robbins" at and for the sum of Eighteen hundred and sixty six dollars which the said party of the first part is to pay to the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: Seventy five dollars per trip for the first four trips said boat shall make, after which for each and every trip said boat shall make from Cumberland to Georgetown, Alexandria, Washington City or any other port, the rate of freight being one dollar and fifty cents or over, fifty dollars per trip, the rate of freight being less than one dollar and fifty cents per ton, forty dollars per trip, until the entire purchase money with interest from date is paid crediting the respective payments thereon, as of the time when such payments shall be made.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips both day and night 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 party of the second part 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, the Consolidation Coal Company and the Hampshire & Baltimore Coal Company; and keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign or transfer or set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever without the consent in writing of the said party of the second part or its authorized agent; and when all of said purchase money is paid off the boat aforesaid [shall] nevertheless continue to carry coal for the said party of the second part at the current rates as aforesaid, to the end of the season of navigation in the year in which the last payment of purchase money under this present instrument shall be made; all of which said stipulations the said party of the first part covenants and agrees with the said party of the second part and its assigns, to fulfill and perform. And whereas the said party of the first part is anxious to secure unto the said party of the second part, and its assigns, the regular and due payment of each and every installment of said purchase money and also to secure to the said party of the second part, and its assigns, the regular prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents.

Now this Indenture Witnesseth that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said party of the second part and its assigns the Canal Boat called "O. D. Robbins" to have and to hold the same unto the said party of the second part and their assigns forever. Provided nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said party of the first part shall well and truly pay unto the party of the second part or its 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 party of the first part 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 party of the first part 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 on the part of the said party of the first part to freight for the company or person designated by the said party of the second part or its authorized agent, 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 transfer without permission as aforesaid, 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 party of the first part, then and in either event the said party of the second part, or its assigns or any duly authorized agent, 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 to pay the expenses of such sale and advertisement and then the balance due to said party of the second part or its assigns of said purchase money and interest, and if there be an overplus the said party or its assigns are to pay the same to the said party of the first part.

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

Teste: Andrew Gonder

Thomas M. Mills {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this fifth of October 1865 before the subscriber personally appeared Thomas M. Mills 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 fifth day of October 1865 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared James J. Shaw, 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 the Agent of and authorized by The Central Coal Mining & Manufacturing Co. to make such affidavit. In witness whereof I hereby subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

Allegheny County Courthouse, Cumberland, MD, Deed Book 23, page 439, 10/11/1865.

At the request of the Central Coal Mining & Manufacturing Co. this Mortgage was recorded Oct. 11th 1865.

This Indenture made this sixth day of October, eighteen hundred and sixty five between John H. Phillips of Allegheny County, State of Maryland party of the first part and The Central Coal Mining & Manufacturing Company, of Allegheny County, State of Maryland party of the second part.

Whereas the said party of the second part has this day sold to the said party of the first part the Canal Boat called "Susan J. Cress" at and for the sum of Two thousand dollars which the said party of the first part is to pay to the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: Seventy five dollars per trip for the first five trips said boat shall make, after which for each and every trip said boat shall make from Cumberland to Georgetown, Alexandria, Washington City or any other port, fifty dollars per trip until the entire purchase money with interest from date is paid crediting the respective payments thereon, as of the time when such payments shall be made.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips both day and night 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 party of the second part 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, the Consolidation Coal Company and the Hampshire & Baltimore Coal Company; and keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign or transfer or set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever without the consent in writing of the said party of the second part or its authorized agent; and when all of said purchase money is paid off the boat aforesaid shall nevertheless continue to carry coal for the said party of the second part at the current rates as aforesaid, to the end of the season of navigation in the year in which the last payment of purchase money under this present instrument shall be made; all of which said stipulations the said party of the first part covenants and agrees with the said party of the second part and its assigns, to fulfill and perform. And whereas the said party of the first part is anxious to secure unto the said party of the second part, and its assigns, the regular and due payment of each and every installment of said purchase money and also to secure to the said party of the second part, and its assigns, the regular prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents.

Now this Indenture Witnesseth that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said party of the second part and its assigns the Canal Boat called "Susan J. Cress" to have and to hold the same unto the said party of the second part and their assigns forever. Provided nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said party of the first part shall well and truly pay unto the party of the second part or its 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 party of the first part 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 party of the first part 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 on the part of the said party of the first part to freight for the company or person designated by the said party of the second part or its authorized agent, 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 transfer without permission as aforesaid, 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 party of the first part, then and in either event the said party of the second part, or its assigns or any duly authorized agent, 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 to pay the expenses of such sale and advertisement and then the balance due to said party of the second part or its assigns of said purchase money and interest, and if there be an overplus the said party or its assigns are to pay the same to the said party of the first part.

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

Teste: J. B. Widener

John H. Phillips {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this sixth of October 1865 before the subscriber personally appeared John H. Phillips and acknowledged the aforesaid 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 sixth day of October 1865 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared James J. Shaw, mortgagee in the foregoing mortgage and made oath on the Holy Evangely of Almighty God that the consideration set forth in the aforesaid mortgage is true and bona fide as herein set forth and that he is the Agent of and authorized by The Central Coal Mining & Manufacturing Co. to make such affidavit. In witness whereof I hereby subscribe my name on the day and year aforesaid.

J. B. Widener, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 23, page 538, 11/28/1865.

At the request of the Central Coal Mining & Manufacturing Co. this Mortgage was recorded Nov. 28th 1865.

This Indenture made this twenty fourth day of November, eighteen hundred and sixty five between Martin Danner of Allegany County, State of Maryland party of the first part and The Central Coal Mining & Manufacturing Company, of Allegany County, State of Maryland party of the second part.

Whereas the said party of the second part has this day sold to the said party of the first part the Canal Boat called "Harry Conrad" at and for the sum of Two thousand dollars which the said party of the first part is to pay to the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: Seventy five dollars per trip for the first eight trips said boat shall make, after which for each and every trip said boat shall make from Cumberland to Georgetown, Alexandria, Washington City or any other port, fifty dollars per trip until the entire purchase money with interest from date is paid, crediting the respective payments thereon, as of the time when such payments shall be made.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips both day and night 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 party of the second part 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, the Consolidation Coal Company and the Hampshire & Baltimore Coal Company; and keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign or transfer or set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever without the consent in writing of the said party of the second part or its authorized agent; and when all of said purchase money is paid off the boat aforesaid shall nevertheless continue to carry coal for the said party of the second part at the current rates as aforesaid, to the end of the season of navigation in the year in which the last payment of purchase money under this present instrument shall be made; all of which said stipulations the said party of the first part covenants and agrees with the said party of the second part and its assigns, to fulfill and perform. And whereas the said party of the first part is anxious to secure unto the said party of the second part, and its assigns, the regular and due payment of each and every installment of said purchase money and also to secure to the said party of the second part, and its assigns, the regular prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents.

Now this Indenture Witnesseth that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said party of the second part and its assigns the Canal Boat called "Harry Conrad" to have and to hold the same unto the said party of the second part and their assigns forever. Provided nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said party of the first part shall well and truly pay unto the party of the second part or its 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 party of the first part 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 party of the first part 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 on the part of the said party of the first part to freight for the company or person designated by the said party of the second part or its authorized agent, 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 transfer without permission as aforesaid, 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 party of the first part, then and in either event the said party of the second part, or its assigns or any duly authorized agent, 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 to pay the expenses of such sale and advertisement and then the balance due to said party of the second part or its assigns of said purchase money and interest, and if there be an overplus the said party or its assigns are to pay the same to the said party of the first part.

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

Teste: Andrew Gonder

Martin Danner {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty fourth of November 1865 before the subscriber personally appeared Martin Danner 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 twenty fourth 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 James J. Shaw, 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 the Agent of and authorized by The Central Coal Mining & Manufacturing Co. to make such affidavit. In witness whereof I hereby subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 24, page 75, 11/7/1865.

At the request of the Central Coal Mining & Manufacturing Co. this Mortgage was recorded Nov. 7th 1865.

This Indenture made this seventh day of November, eighteen hundred and sixty five between Thomas N. Turner of Allegany County, State of Maryland party of the first part and The Central Coal Mining & Manufacturing Company, of Allegany County, State of Maryland party of the second part.

Whereas the said party of the second part has this day sold to the said party of the first part the Canal Boat called "John E. Silver" at and for the sum of Twenty two hundred dollars which the said party of the first part is to pay to the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: Seventy five dollars per trip for the first eight trips said boat shall make, after which for each and every trip said boat shall make from Cumberland to Georgetown, Alexandria, Washington City or any other port, fifty dollars per trip until the entire purchase money with interest from date is paid, crediting the respective payments thereon, as of the time when such payments shall be made.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips both day and night 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 party of the second part 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, the Consolidation Coal Company and the Hampshire & Baltimore Coal Company; and keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign or transfer or set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever without the consent in writing of the said party of the second part or its authorized agent; and when all of said purchase money is paid off the boat aforesaid shall nevertheless continue to carry coal for the said party of the second part at the current rates as aforesaid, to the end of the season of navigation in the year in which the last payment of purchase money under this present instrument shall be made; all of which said stipulations the said party of the first part covenants and agrees with the said party of the second part and its assigns, to fulfill and perform.

And whereas the said party of the first part is anxious to secure unto the said party of the second part, and its assigns, the regular and due payment of each and every installment of said purchase money and also to secure to the said party of the second part, and its assigns, the regular prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents.

Now this Indenture Witnesseth that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said party of the second part and its assigns the Canal Boat called "John E. Silver" to have and to hold the same unto the said party of the second part and their assigns forever.

Provided nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said party of the first part shall well and truly pay unto the party of the second part or its 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 party of the first part 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 party of the first part 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 on the part of the said party of the first part to freight for the company or person designated by the said party of the second part or its authorized agent, 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 transfer without permission as aforesaid, 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 party of the first part, then and in either event the said party of the second part, or its assigns or any duly authorized agent, 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 to pay the expenses of such sale and advertisement and then the balance due to said party of the second part or its assigns of said purchase money and interest, and if there be an overplus the said party or its assigns are to pay the same to the said party of the first part.

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

Teste: Andrew Gonder

Thomas N. Turner {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this seventh of November 1865 before the subscriber personally appeared Thomas N. 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 seventh 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 James J. Shaw, 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 and that he is the Agent of and authorized by The Central Coal Mining & Manufacturing Co. to make such affidavit. In witness whereof I hereby subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 23, page 477, 10/21/1865.

At the request of the Central Coal Mining & Manf. Co. this Mortgage was recorded Oct. 21st 1865.

This Indenture made this twenty first day of October, eighteen hundred and sixty five between John D. McEvoy of Allegany County, State of Maryland party of the first part and The Central Coal Mining & Manufacturing Company, of Allegany County, State of Maryland party of the second part.

Whereas the said party of the second part has this day sold to the said party of the first part the Canal Boat "Judge Douglas" at and for the sum of Seventeen hundred and seventy five dollars which the said party of the first part is to pay to the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: Fifty dollars per trip for each and every trip said boat shall run from Cumberland to Georgetown, Alexandria, Washington City or any other port, until the entire purchase money with interest from date is paid crediting the respective payments thereon, as of the time when such payments shall be made.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips both day and night 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 party of the second part 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, the Consolidation Coal Company and the Hampshire & Baltimore Coal Company; and keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign or transfer or set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever without the consent in writing of the said party of the second part or its authorized agent; and when all of said purchase money is paid off the boat aforesaid shall nevertheless continue to carry coal for the said party of the second part at the current rates as aforesaid, to the end of the season of navigation in the year in which the last payment of purchase money under this present instrument shall be made; all of which said stipulations the said party of the first part covenants and agrees with the said party of the second part and its assigns, to fulfill and perform. And whereas the said party of the first part is anxious to secure unto the said party of the second part, and its assigns, the regular and due payment of each and every installment of said purchase money and also to secure to the said party of the second part, and its assigns, the regular prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents.

Now this Indenture Witnesseth that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said party of the second part and its assigns the Canal Boat called "Judge Douglas" to have and to hold the same unto the said party of the second part and their assigns forever.

Provided nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said party of the first part shall well and truly pay unto the party of the second part or its 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 party of the

first part 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 party of the first part 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 on the part of the said party of the first part to freight for the company or person designated by the said party of the second part or its authorized agent, 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 transfer without permission as aforesaid, 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 party of the first part, then and in either event the said party of the second part, or its assigns or any duly authorized agent, 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 to pay the expenses of such sale and advertisement and then the balance due to said party of the second part or its assigns of said purchase money and interest, and if there be an overplus the said party or its assigns are to pay the same to the said party of the first part.

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

Teste: Andrew Gonder

John D. McEvoy {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty first of October 1865 before the subscriber personally appeared John D. McEvoy 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 twenty first day of October 1865 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared James J. Shaw, 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 the Agent of and authorized by The Central Coal Mining & Manufacturing Company to make such affidavit. In witness whereof I hereby subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 23, page 754, 5/21/1866.

At the request of the Central Coal M. & M. Co. this Mortgage was recorded May 21st 1866.

This Indenture made this sixteenth day of October, eighteen hundred and sixty six between Jeremiah Dick of Allegany County, State of Maryland party of the first part and The Central Coal Mining & Manufacturing Company, of Allegany County, State of Maryland party of the second part.

Whereas the said party of the second part has this day sold to the said party of the first part the Canal Boat called "Jeremiah Dick" at and for the sum of Eighteen hundred and fifty four dollars which the said party of the first part is to pay to the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: Sixty dollars per trip for the first seven trips said boat shall make after which for each and every trip said boat shall make from Cumberland to Georgetown, Alexandria, Washington City or any other port, fifty dollars per trip until the entire purchase money with interest is paid crediting the respective payments thereon, as of the time when such payments shall be made.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips both day and night 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 party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal & Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire & Baltimore Coal Company; and keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign or transfer or set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever without the consent in writing of the said party of the second part or its authorized agent; and when all of said purchase money is paid off the boat aforesaid shall nevertheless continue to carry coal for the said party of the second part at the current rates as aforesaid, to the end of the season of navigation in the year in which the last payment of purchase money under this present instrument shall be made; all of which said stipulations the said party of the first part covenants and agrees with the said party of the second part and its assigns, to fulfill and perform. And whereas the said party of the first part is anxious to secure unto the said party of the second part, and its assigns, the regular and due payment of each and every installment of said purchase money and also to secure to the said party of the second part, and its assigns, the regular prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents.

Now this Indenture Witnesseth that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said party of the second part and its assigns the Canal Boat called "Jeremiah Dick" to have and to hold the same unto the said party of the second part and their assigns forever. Provided nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said party of the first part shall well and truly pay unto the party of the second part or its 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 party of the first part 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 party of the first part 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 on the part of the said party of the first part to freight for the company or person designated by the said party of the second part or its authorized agent, 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 transfer without permission as aforesaid, 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 party of the first part, then and in either event the said party of the second part, or its assigns or any duly authorized agent, 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 to pay the expenses of such sale and advertisement and then the balance due to said party of the second part or its assigns of said purchase money and interest, and if there be an overplus the said party or its assigns are to pay the same to the said party of the first part.

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

Teste: J. M. Strong

J. Dick {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this sixteenth of May 1866 before the subscriber personally appeared Jeremiah Dick 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 sixteenth day of May 1866 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared James J. Shaw, Agent of the Central Coal Mining & Manufacturing Company, 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 the Agent of and authorized by the Central Coal Mining & Manufacturing Company to make such affidavit. In witness whereof I hereby subscribe my name on the day and year aforesaid.

J. M. Strong, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 23, page 757, 5/21/1866.

At the request of the Central Coal Mining & Manf. Co. this Mortgage was recorded May 21st 1866.

This Indenture made this eighteenth day of May, eighteen hundred and sixty six between Leander Barger of Allegany County, State of Maryland party of the first part and The Central Coal Mining & Manufacturing Company, of Allegany County, State of Maryland party of the second part.

Whereas the said party of the second part has this day sold to the said party of the first part the Canal Boat "E. K. Barger" at and for the sum of Twenty one hundred and forty four dollars which the said party of the first part is to pay to the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: Sixty dollars per trip for the first nine trips said boat shall make , after which for each and every trip said boat shall make from Cumberland to Georgetown, Alexandria, Washington City or any other port, fifty dollars per trip until the entire purchase money with interest is paid crediting the respective payments thereon, as of the time when such payments shall be made.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips both day and night 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 party of the second part 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, the Consolidation Coal Company and the Hampshire & Baltimore Coal Company; and keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign or transfer or set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever without the consent in writing of the said party of the second part or its authorized agent; and when all of said purchase money is paid off the boat aforesaid shall nevertheless continue to carry coal for the said party of the second part at the current rates as aforesaid, to the end of the season of navigation in the year in which the last payment of purchase money under this present instrument shall be made; all of which said stipulations the said party of the first part covenants and agrees with the said party of the second part and its assigns, to fulfill and perform. And whereas the said party of the first part is anxious to secure unto the said party of the second part, and its assigns, the regular and due payment of each and every installment of said purchase money and also to secure to the said party of the second part, and its assigns, the regular prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents.

Now this Indenture Witnesseth that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said party of the second part and its assigns the Canal Boat called "E. K. Barger" to have and to hold the same unto the said party of the second part and their assigns forever. Provided nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said party of the first part shall well and truly pay unto the party of the second part or its 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 party of the first part 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 party of the first part 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 on the part of the said party of the first part to freight for the company or person designated by the said party of the second part or its authorized agent, 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 transfer without permission as aforesaid, 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 party of the first part, then and in either event the said party of the second part, or its assigns or any duly authorized agent, 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 to pay the expenses of such sale and advertisement and then the balance due to said party of the second part or its assigns of said purchase money and interest, and if there be an overplus the said party or its assigns are to pay the same to the said party of the first part.

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

Teste: Andrew Gonder

Leander Barger {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this eighteenth of May 1866 before the subscriber personally appeared Leander Barger 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 eighteenth day of May 1866 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared James J. Shaw, Agent of the Central Coal Mining & Manufacturing Company, 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 the Agent of and authorized by The Central Coal Mining & Manufacturing Company to make such affidavit. In witness whereof I hereby subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 24, page 393, 5/16/1866.

At the request of the Central Coal M. & M. Company this Mortgage was recorded May 15th 1866.

This Indenture made this fifteenth day of May eighteen hundred and sixty six between Thomas Danner of Allegany County, State of Maryland party of the first part and the Central Coal Mining and Manufacturing Company, of Allegany County, State of Maryland party of the second part. Whereas the said party of the second part has this day sold to the said party of the first part the Canal Boat called "George Albert" at and for the sum of Two thousand dollars which the said party of the first part is to pay to the said party of the second part in installments and in the manner and upon the terms hereinafter mentioned, to wit: Sixty dollars per trip for the first ten trips said boat shall make after which for each and every trip said boat shall make from Cumberland to Georgetown, Alexandria, Washington City or any other port, fifty dollars per trip until the entire purchase money with interest is paid in full, crediting the respective payments thereon as of the time when such payments shall have been made.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips both day and night 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 party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and I. Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire & Baltimore Coal Company; and keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign or transfer or set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever without the consent in writing of the said parties of the second part or their authorized agent; and when all of said purchase money is paid off, the boat aforesaid shall nevertheless continue to carry coal for the said parties of the second part at the current rates as aforesaid, to the end of the season of navigation in the year when the last payment of purchase money under this present instrument shall be made. All or which said stipulations the said party of the first part covenants and agrees with the said parties of the second part and their assigns, to fulfill and perform.

And whereas the said party of the first part is anxious to secure unto the said parties of the second part, and their assigns, the regular and due payment of each and every installment of said purchase money and also to secure to the said parties of the second part, and their assigns, the regular prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents.

Now this Indenture Witnesseth that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said parties of the second part and their assigns the Canal Boat called "1776" to have and to hold the same unto the said parties of the second part and their assigns forever.

Provided nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said party of the first part shall well and truly pay unto the parties of the second part or

their 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 party of the first part 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 party of the first part 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 on the part of the said party of the first part to freight for the company or person designated by the said parties of the second part or their authorized agent, 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 transfer without permission as aforesaid, 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 party of the first part, then and in either event the said parties of the second part, or their assigns or any duly authorized agent, 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 to pay the expenses of such sale and advertisement and then the balance due to said parties of the second part or their assigns of said purchase money and interest, and if there be any overplus the said party or their assigns are to pay the same to the said party of the first part.

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

Teste: J. M. Strong

James W. Reed {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this tenth day of May 1866 before the subscriber personally appeared James W. Reed 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 tenth day of May 1866 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared Jesse Korns and James J. Shaw, 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 and that James J. Shaw is the Agent of and authorized by the Central Coal Mining and Manufacturing Company to make such affidavit. In witness whereof I hereby subscribe my name on the day and year aforesaid.

J. M. Strong, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 24, page 395, 5/10/1866.

At the request of the Central Coal M. & M. Company this Mortgage was recorded May 10th 1866.

This Indenture made this tenth day of May eighteen hundred and sixty six between James W. Reed of Allegany County, State of Maryland party of the first part and the Central Coal Mining and Manufacturing Company and Jesse Korns of Allegany County, State of Maryland parties of the second part. Whereas the said parties of the second part have this day sold to the said party of the first part the canal boat called "1776" at and for the sum of twelve hundred dollars which the said party of the first part is to pay to the said parties of the second part in installments, and in the manner and upon the terms hereinafter mentioned, to wit: Sixty dollars per trip for the first ten trips said boat shall make after which for each and every trip said boat shall make from Cumberland to Georgetown, Alexandria, Washington City or any other port, forty dollars per trip until the entire purchase money with interest from date is paid, crediting the respective payments thereon as of the time when such payments shall have been made.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said parties of the second part, that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips both day and night 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 parties of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and I. Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire & Baltimore Coal Company; and keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign or transfer or set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever without the consent in writing of the said parties of the second part or their authorized agent; and when all of said purchase money is paid off, the boat aforesaid shall nevertheless continue to carry coal for the said party of the second part at the current rates as aforesaid, to the end of the season of navigation in the year when the last payment of purchase money under this present instrument shall be made. All or which said stipulations the said party of the first part covenants and agrees with the said party of the second part and their assigns, to fulfill and perform.

And whereas the said party of the first part is anxious to secure unto the said party of the second part, and its assigns, the regular and due payment of each and every installment of said purchase money and also to secure to the said party of the second part, and its assigns, the regular prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents.

Now this Indenture Witnesseth that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said party of the second part and its assigns the Canal Boat called "George Albert" to have and to hold the same unto the said party of the second part and its assigns forever.

Provided nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said party of the first part shall well and truly pay unto the party of the second part or its

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 party of the first part 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 party of the first part 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 on the part of the said party of the first part to freight for the company or person designated by the said party of the second part or its authorized agent, 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 transfer without permission as aforesaid, 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 party of the first part, then and in either event the said party of the second part, or its assigns or any duly authorized agent, 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 to pay the expenses of such sale and advertisement and then the balance due to said party of the second part or its assigns of said purchase money and interest, and if there be any overplus the said party or its assigns are to pay the same to the said party of the first part.

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

Teste: Andrew Gonder

his
Thomas X Danner {Seal}
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this fifteenth day of May 1866 before the subscriber personally appeared Thomas Danner 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 fifteenth day of May 1866 before me the subscriber a Justice of the Peace of the State of Maryland and for Allegany County personally appeared James J. Shaw, Agent for the Central Coal Mining and Manufacturing Company, 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 the Agent of and authorized by the Central Coal Mining and Manufacturing Company to make such affidavit. In witness whereof I hereby subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 24, page 398, 5/16/1866.

At the request of the Central Coal M. & M. Company this Mortgage was recorded May 16th 1866.

This Indenture made this twelfth day of May eighteen hundred and sixty six between William Conrad of Allegany County, State of Maryland party of the first part and the Central Coal Mining and Manufacturing Company, of Allegany County, State of Maryland party of the second part. Whereas the said party of the second part has this day sold to the said party of the first part the Canal Boat called "Shenandoah" at and for the sum of twenty two hundred dollars which the said party of the first part is to pay to the said party of the second part in installments and in the manner and upon the terms hereinafter mentioned, to wit: Sixty dollars per trip for the first ten trips said boat shall make after which for each and every trip said boat shall make from Cumberland to Georgetown, Alexandria, Washington City or any other port, fifty dollars per trip until the entire purchase money with interest from date is paid, crediting the respective payments thereon as of the time when such payments shall have been made.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, 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 party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and I. Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire & Baltimore Coal Company; and keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign or transfer or set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever without the consent in writing of the said party of the second part or its authorized agent; and when all of said purchase money is paid off, the boat aforesaid shall nevertheless continue to carry coal for the said party of the second part at the current rates as aforesaid, to the end of the season of navigation in the year when the last payment of purchase money under this present instrument shall be made; all of which said stipulations the said party of the first part covenants and agrees with the said party of the second part and its assigns, to fulfill and perform.

And whereas the said party of the first part is anxious to secure unto the said party of the second part, and its assigns, the regular and due payment of each and every installment of said purchase money and also to secure to the said party of the second part, and its assigns, the regular prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents.

Now this Indenture Witnesseth that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said parties of the second part and their assigns the Canal Boat called "Shenandoah" to have and to hold the same unto the said party of the second part and its assigns forever.

Provided nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said party of the first part shall well and truly pay unto the party of the second part or its

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 party of the first part 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 party of the first part 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 on the part of the said party of the first part to freight for the company or person designated by the said party of the second part or its authorized agent, 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 transfer without permission as aforesaid, 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 party of the first part, then and in either event the said party of the second part, or its assigns or any duly authorized agent, 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 to pay the expenses of such sale and advertisement and then the balance due to said party of the second part or its assigns of said purchase money and interest, and if there be any overplus the said party or its assigns are to pay the same to the said party of the first part.

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

Teste: J. B. Widener

Wm. Conrad {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twelfth day of May 1866 before the subscriber personally appeared William Conrad 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 twelfth day of May 1866 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared James J. Shaw, mortgagees 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 and that he is the Agent of and authorized by the Central Coal Mining and Manufacturing Co. to make such affidavit. In witness whereof I hereby subscribe my name on the day and year aforesaid.

J. B. Widener, J.P.

For value received I hereby release the foregoing mortgage. Witness my hand and seal this 6th day of June 1870.

Test: J. B. Winslow

A. Spier {Seal}
Agent C. C. M. & M. Co.

Allegany County Courthouse, Cumberland, MD, Deed Book 24, page 450, 6/4/1866.

At the request of the Central Coal M. & M. Company this Mortgage was recorded June 4th 1866.

This Indenture made this fourth day of June eighteen hundred and sixty six between Charles A. Potts of Allegany County, State of Maryland party of the first part and the Central Coal Mining and Manufacturing Company, of Allegany County, State of Maryland party of the second part. Whereas the said party of the second part has this day sold to the said party of the first part the Canal Boat called "J. & H. Korns" at and for the sum of twenty hundred and eighty nine dollars which the said party of the first part is to pay to the said party of the second part in installments and in the manner and upon the terms hereinafter mentioned, to wit: Sixty dollars per trip for the first eight trips said boat shall make after which for each and every trip said boat shall make from Cumberland to Georgetown, Alexandria, Washington City or any other port, fifty dollars per trip until the entire purchase money with interest shall be paid, crediting the respective payments thereon as of the time when such payments shall have been made.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, 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 party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and I. Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire & Baltimore Coal Company; and keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign or transfer or set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever without the consent in writing of the said party of the second part or its authorized agent; and when all of said purchase money is paid off, the boat aforesaid shall nevertheless continue to carry coal for the said party of the second part at the current rates as aforesaid, to the end of the season of navigation in the year when the last payment of purchase money under this present instrument shall be made; all of which said stipulations the said party of the first part covenants and agrees with the said party of the second part and its assigns, to fulfill and perform.

And whereas the said party of the first part is anxious to secure unto the said party of the second part, and its assigns, the regular and due payment of each and every installment of said purchase money and also to secure to the said party of the second part, and its assigns, the regular prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents. Now this Indenture Witnesseth that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said parties of the second part and their assigns the Canal Boat called "J. & H. Korns" to have and to hold the same unto the said party of the second part and its assigns forever. Provided nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said party of the first part shall well and truly pay unto the party of the second part or its 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 party of the first part 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 party of the first part 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 on the part of the said party of the first part to freight for the company or person designated by the said party of the second part or its authorized agent, 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 transfer without permission as aforesaid, 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 party of the first part, then and in either event the said party of the second part, or its assigns or any duly authorized agent, 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 to pay the expenses of such sale and advertisement and then the balance due to said party of the second part or its assigns of said purchase money and interest, and if there be any overplus the said party or its assigns are to pay the same to the said party of the first part.

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

Teste: Andrew Gonder

Charles A. Potts {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this fourth of June 1866 before the subscriber personally appeared Charles A. Potts 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 fourth day of June 1866 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared James J. Shaw, Agent of the Central Coal Mining & Manufacturing Company, 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 and that he is the Agent of and authorized by the Central Coal Mining and Manufacturing Co. to make such affidavit. In witness whereof I hereby subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 24, page 635, 7/30/1866.

At the request of the Central Coal M. & M. Company this Mortgage was recorded July 30th 1866.

This Indenture made this twenty fifth day of July eighteen hundred and sixty six between Joseph Hill of Allegany County, State of Maryland party of the first part and the Central Coal Mining and Manufacturing Company, of Allegany County, State of Maryland party of the second part. Whereas the said party of the second part has this day sold to the said party of the first part the Canal Boat called "Prairie Flower" at and for the sum of Two thousand dollars which the said party of the first part is to pay to the said party of the second part in installments and in the manner and upon the terms hereinafter mentioned, to wit: Sixty dollars per trip for the first four trips after which fifty dollars per trip for each and every trip said boat shall make from Cumberland to Georgetown, Alexandria, Washington City or any other port, until the entire purchase money with interest is paid, crediting the respective payments thereon as of the time when such payments shall have been made.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, 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 party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and I. Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire & Baltimore Coal Company; and keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign or transfer or set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever without the consent in writing of the said party of the second part or its authorized agent; and when all of said purchase money is paid off, the boat aforesaid shall nevertheless continue to carry coal for the said party of the second part at the current rates as aforesaid, to the end of the season of navigation in the year when the last payment of purchase money under this present instrument shall be made; all of which said stipulations the said party of the first part covenants and agrees with the said party of the second part and its assigns, to fulfill and perform. And whereas the said party of the first part is anxious to secure unto the said party of the second part, and its assigns, the regular and due payment of each and every installment of said purchase money and also to secure to the said party of the second part, and its assigns, the regular prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents.

Now this Indenture Witnesseth that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said parties of the second part and their assigns the Canal Boat called "Prairie Flower" to have and to hold the same unto the said party of the second part and its assigns forever. Provided nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said party of the first part shall well and truly pay unto the party of the second part or its 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 party of the first part 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 party of the first part 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 on the part of the said party of the first part to freight for the company or person designated by the said party of the second part or its authorized agent, 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 transfer without permission as aforesaid, 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 party of the first part, then and in either event the said party of the second part, or its assigns or any duly authorized agent, 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 to pay the expenses of such sale and advertisement and then the balance due to said party of the second part or its assigns of said purchase money and interest, and if there be any overplus the said party or its assigns are to pay the same to the said party of the first part.

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

Teste: Andrew Gonder

Joseph Hill {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty fifth of July 1866 before the subscriber personally appeared Joseph Hill 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 twenty fifth day of July 1866 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared James J. Shaw, Agent of the Central Coal Mining & Manufacturing Company, 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 and that he is the Agent of and authorized by the Central Coal Mining and Manufacturing Co. to make such affidavit. In witness whereof I hereby subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 25, page 282, 11/22/1866.

At the request of the Central Coal M. & M. Co. this Mortgage was recorded November 22nd 1866.

This Indenture made this twenty first day of November eighteen hundred and sixty six between Francis T. Shawen of Allegany County, State of Maryland party of the first part and The Central Coal Mining and Manufacturing Company, of Allegany County, State of Maryland party of the second part. Whereas the said party of the second part has this day sold to the said party of the first part the Canal Boat called "Andrew Johnson" at and for the sum of Thirteen hundred and seventy four dollars which the said party of the first part is to pay to the said party of the second part in installments and in the manner and upon the terms hereinafter mentioned, to wit: Forty dollars per trip for each and every trip said boat shall make from Cumberland to Georgetown, Alexandria, Washington City or any other port, until the entire purchase money with interest from date shall be paid.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition & 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 party of the second part 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, the Consolidation Coal Company and the Hampshire & Baltimore Coal Company; and keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign or transfer or set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever without the consent in writing of the said party of the second part or its authorized agent; all of which said stipulations the said party of the first part covenants and agrees with the said party of the second part and its assigns, to fulfill and perform; provided always that if the said Company, should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading, ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip if such want of readiness to load the boat is caused by any default on the part of the said Company, or its agents; but in case of a glut of boats, or in case such default either in loading or unloading happens from any other cause than a personal default of the said Company, or its agents, then all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention. And whereas the said party of the first part is anxious to secure unto the said party of the second part, and its assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said party of the second part and its assigns the regular, prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents.

Now this Indenture Witnesseth that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said party of the second part and its assigns the Canal Boat called "Andrew Johnson" to have and to hold the same unto the said party of the second part and its assigns forever.

Provided nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said party of the first part shall well and truly pay unto the said party of the second part or

its 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 party of the first part 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 party of the first part 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 on the part of the said party of the first part to freight for the Company or person designated by the said party of the second part or its authorized agent, 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 transfer without permission as aforesaid, 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 party of the first part, then and in either event the said party of the second part, or its assigns or any duly authorized agent, 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 to pay the expenses of such sale and advertisement and then the balance due to said party of the second part or its assigns of said purchase money and interest, and if there be any overplus the said party or its assigns are to pay the same to the said party of the first part.

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

Teste: Andrew Gonder

Francis T. Shawen {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty first day of November 1866 before the subscriber personally appeared Francis T. Shawen 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 twenty first day of November 1866 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared James J. Shaw, Agent of the Central Coal Mining & Manufacturing Company, 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 and that he is the Agent of and authorized by the said Company to make such affidavit. In witness whereof I hereby subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 25, page 297, 11/22/1866.

At the request of the Central Coal M. & M. Co. & Frederick Mertens this Mortgage was recorded November 22nd 1866.

This Indenture made this twenty first day of November eighteen hundred and sixty six between Thomas F. Dunagan of Allegany County, State of Maryland party of the first part and The Central Coal Mining and Manufacturing Company [and Frederick Mertens], of Allegany County, State of Maryland parties of the second part. Whereas the said parties of the second part have this day sold to the said party of the first part the Canal Boat called "Fanny Ortman" at and for the sum of Sixteen hundred and fifty four dollars which the said party of the first part is to pay to the said parties of the second part in installments and in the manner and upon the terms hereinafter mentioned, to wit: Fifty dollars per trip for each and every trip said boat shall make upon the Chesapeake and Ohio Canal to Frederick Mertens, one of the parties of the second part until Eleven hundred and fifty dollars of the purchase money with interest is paid, after which said party of the first part is to pay fifty dollars per trip to the Central Coal Mining & Manufacturing Company, one of the parties of the second part, until the balance of the purchase money with interest is paid in full, crediting the respective payments thereon as of the time when such payments shall be made.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said parties of the second part that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition & 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 parties of the second part 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, the Consolidation Coal Company and the Hampshire & Baltimore Coal Company; and keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign, transfer or set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever without the consent in writing of the said parties of the second part or their authorized agent; all of which said stipulations the said party of the first part covenants and agrees with the said parties of the second part and their assigns, to fulfill and perform. Provided always that if the said Company, should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading, ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip if such want of readiness to load the boat is caused by any default on the part of the said Company, or its agents; but in case of a glut of boats, or in case such default either in loading or unloading happens from any other cause than a personal default of the said Company, or its agents, then all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention.

And whereas the said party of the first part is anxious to secure unto the said parties of the second part, and their assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said parties of the second part and their assigns the regular, prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents.

Now this Indenture Witnesseth that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said parties of the second part and their assigns the Canal Boat called "Fanny Ortman" to have and to hold the same unto the said parties of the second part and their assigns forever.

Provided nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said party of the first part shall well and truly pay unto the said parties of the second part or their 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 party of the first part 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 party of the first part 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 on the part of the said party of the first part to freight for the Company or person designated by the said parties of the second part or their authorized agent, 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 transfer without permission as aforesaid, 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 party of the first part, then and in either event the said parties of the second part, or their assigns or any duly authorized agent, 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 to pay the expenses of such sale and advertisement and then the balance due to said parties of the second part or their assigns of said purchase money and interest, and if there be any overplus the said parties or their assigns are to pay the same to the said party of the first part. In witness whereof the said Francis F. Dunagan hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder

Francis F. Dunagan {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty first day of November 1866 before the subscriber personally appeared Francis F. Dunagan 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 twenty first day of November 1866 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared James J. Shaw, Agent for the Central Coal Mining & Manufacturing Company and Frederick Mertens, 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 and that James J. Shaw is the Agent of and authorized by the Central Coal M. & M. Co. 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 25, page 308, 11/22/1866.

At the request of the Central Coal M. & M. Co. and Frederick Mertens this Mortgage was recorded November 22nd 1866.

This Indenture made this twenty first day of November eighteen hundred and sixty six between Charles E. Faulkwell of Allegany County, State of Maryland party of the first part and The Central Coal Mining and Manufacturing Company and Frederick Mertens, of Allegany County, State of Maryland parties of the second part. Whereas the said parties of the second part have this day sold to the said party of the first part the Canal Boat called "Mary Mertens" at and for the sum of Nineteen hundred and seventy dollars which the said party of the first part is to pay to the said parties of the second part in installments and in the manner and upon the terms hereinafter mentioned, to wit: Fifty dollars per trip for each and every trip said boat shall run upon the Chesapeake and Ohio Canal to Frederick Mertens, one of the parties of the second part until Fourteen hundred and fifty dollars of the purchase money with interest is paid, after which said party of the first part is to pay fifty dollars per trip to the Central Coal Mining & Manufacturing Company, one of the parties of the second part, until the balance of the purchase money with interest is paid in full, crediting the respective payments thereon as of the time when such payments shall be made.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said parties of the second part that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition & 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 parties of the second part 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, the Consolidation Coal Company and the Hampshire & Baltimore Coal Company; and keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign, transfer or set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever without the consent in writing of the said parties of the second part or their authorized agent; all of which said stipulations the said party of the first part hereby covenants and agrees with the said parties of the second part and their assigns, to fulfill and perform; provided always that if the said Company, should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading, ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip if such want of readiness to load the boat is caused by any default on the part of the said Company, or its agents; but in case of a glut of boats, or in case such default either in loading or unloading happens from any other cause than a personal default of the said Company, or its agents, then all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention.

And whereas the said party of the first part is anxious to secure unto the said parties of the second part, and their assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said parties of the second part and their assigns the regular, prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents.

Now this Indenture Witnesseth that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said parties of the second part and their assigns the Canal Boat called "Mary Mertens" to have and to hold the same unto the said parties of the second part and their assigns forever.

Provided nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said party of the first part shall well and truly pay unto the said parties of the second part or their 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 party of the first part 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 party of the first part 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 on the part of the said party of the first part to freight for the Company or person designated by the said parties of the second part or their authorized agent, 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 transfer without permission as aforesaid, 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 party of the first part, then and in either event the said parties of the second part, or their assigns or any duly authorized agent, 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 to pay the expenses of such sale and advertisement and then the balance due to said parties of the second part or their assigns of said purchase money and interest, and if there be any overplus the said parties or their assigns are to pay the same to the said party of the first part. In witness whereof the said Charles E. Faulkwell hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder

Charles E. Faulkwell {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty first day of November 1866 before the subscriber personally appeared Charles E. Faulkwell 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 twenty first day of November 1866 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared James J. Shaw, Agent for the Central Coal Mining & Manufacturing Company and Frederick Mertens, 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 and that James J. Shaw is the Agent of and authorized by the Central Coal M. & M. Company 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 25, page 316, 11/22/1866.

At the request of the Central Coal M. & M. Co. this Mortgage was recorded November 22nd 1866.

This Indenture made this twenty first day of November eighteen hundred and sixty six between Samuel Lynch of Allegany County, State of Maryland party of the first part and The Central Coal Mining and Manufacturing Company, of Allegany County, State of Maryland party of the second part. Whereas the said party of the second part has this day sold to the said party of the first part the Canal Boat called "F. P. White" at and for the sum of Fifteen hundred and nine and 44/100 dollars which the said party of the first part is to pay to the said party of the second part in installments and in the manner and upon the terms hereinafter mentioned, to wit: Forty dollars per trip for each and every trip said boat shall make from Cumberland to Georgetown, Washington City, Alexandria or any other port, until the entire purchase money with interest from date shall be paid, crediting the respective payments thereon as of the time when such payments shall be made.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition & 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 party of the second part 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, the Consolidation Coal Company and the Hampshire & Baltimore Coal Company; and keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign, transfer or set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever without the consent in writing of the said party of the second part or its authorized agent; all of which said stipulations the said party of the first part covenants and agrees with the said party of the second part and its assigns, to fulfill and perform. Provided always that if the said Company, should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading, ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip if such want of readiness to load the boat is caused by any default on the part of the said Company, or its agents; but in case of a glut of boats, or in case such default either in loading or unloading happens from any other cause than a personal default of the said Company, or its agents, then all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention.

And whereas the said party of the first part is anxious to secure unto the said party of the second part, and its assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said party of the second part and its assigns the regular, prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents.

Now this Indenture Witnesseth that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said party of the second part and its assigns the Canal Boat called "F. P. White" to have and to hold the same unto the said party of the second part and its assigns forever.

Provided nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said party of the first part shall well and truly pay unto the said party of the second part or its 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 party of the first part 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 party of the first part 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 on the part of the said party of the first part to freight for the Company or person designated by the said party of the second part or its authorized agent, 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 transfer without permission as aforesaid, 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 party of the first part, then and in either event the said party of the second part, or its assigns or any duly authorized agent, 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 to pay the expenses of such sale and advertisement and then the balance due to said party of the second part or its assigns of said purchase money and interest, and if there be any overplus the said party or its assigns are to pay the same to the said party of the first part. In witness whereof the said Samuel Lynch hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder

Samuel Lynch {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty first day of November 1866 before the subscriber personally appeared Samuel Lynch 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 twenty first day of November 1866 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared James J. Shaw, Agent for the Central Coal Mining & Manufacturing Company, 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 the Agent of and authorized by said Company 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 25, page 580, 6/10/1867.

At the request of the Central Coal M. & M. Co. this Mortgage was recorded June 10th 1867.

This Indenture made this seventh day of June eighteen hundred and sixty seven between Rees Merryman of Allegany County, State of Maryland party of the first part and The Central Coal Mining and Manufacturing Company, of Allegany County, State of Maryland party of the second part. Whereas the said party of the second part has this day sold to the said party of the first part the Canal Boat called "J. A. Suter" at and for the sum of Nine hundred and thirty seven 81/100 dollars which the said party of the first part is to pay to the said party of the second part in installments and in the manner and upon the terms hereinafter mentioned, to wit: Forty dollars per trip for each and every trip said boat shall make from Cumberland to Georgetown, Alexandria, Washington City, or any other port, until the entire purchase money with interest is paid in full, crediting the respective payments thereon as of the time when such payments shall be made.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition & 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 party of the second part 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, the Consolidation Coal Company and the Hampshire & Baltimore Coal Company; and keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign, transfer or set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever without the consent in writing of the said party of the second part or its authorized agent; all of which said stipulations the said party of the first part covenants and agrees with the said party of the second part and its assigns, to fulfill and perform. Provided always that if the said Company, should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading, ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip if such want of readiness to load the boat is caused by any default on the part of the said Company, or its agents; but in case of a glut of boats, or in case such default either in loading or unloading happens from any other cause than a personal default of the said Company, or its agents, then all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention.

And whereas the said party of the first part is anxious to secure unto the said party of the second part, and its assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said party of the second part and its assigns the regular, prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents.

Now this Indenture Witnesseth that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said party of the second part and its assigns the Canal Boat called "J. A. Suter" to have and to hold the same unto the said party of the second part and its assigns forever.

Provided nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said party of the first part shall well and truly pay unto the said party of the second part or its 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 party of the first part 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 party of the first part 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 on the part of the said party of the first part to freight for the Company or person designated by the said party of the second part or its authorized agent, 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 transfer without permission as aforesaid, 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 party of the first part, then and in either event the said party of the second part, or its assigns or any duly authorized agent, 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 to pay the expenses of such sale and advertisement and then the balance due to said party of the second part or its assigns of said purchase money and interest, and if there be any overplus the said party or its assigns are to pay the same to the said party of the first part. In witness whereof the said Rees Merryman hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: J. B. Widener
his
Rees X Merryman {Seal}
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this eighth day of June 1867 before the subscriber personally appeared Rees Merryman 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 8th day of June 1867 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared Andrew Spier, Agent for the Central Coal Mining & Manufacturing Company, 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 and that he is the Agent of and authorized by the Central Coal Mining and Manufacturing Company to make such affidavit. 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 26, page 1, 12/21/1866.

At the request of the Central Coal M. & M. Co. this Mortgage was recorded December 21st 1866.

This Indenture made this twenty first day of December eighteen hundred and sixty six between George Berkley of Allegany County, State of Maryland party of the first part and The Central Coal Mining and Manufacturing Company, of Allegany County, State of Maryland party of the second part. Whereas the said party of the second part has this day sold to the said party of the first part the Canal Boat called "Charles O. McCord" at and for the sum of Thirteen hundred and forty four dollars which the said party of the first part is to pay to the said party of the second part in installments and in the manner and upon the terms hereinafter mentioned, to wit: Forty five dollars per trip for each and every trip said boat shall run from Cumberland to Georgetown, Washington City, Alexandria or any other port, until the entire purchase money with interest is paid, crediting the respective payments thereon as of the time when such payments shall be made.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition & 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 party of the second part 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, the Consolidation Coal Company and the Hampshire & Baltimore Coal Company; and keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign, transfer or set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever without the consent in writing of the said party of the second part or its authorized agent; all of which said stipulations the said party of the first part covenants and agrees with the said party of the second part and its assigns, to fulfill and perform, provided always that if the said Company, should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading, ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip, if such want of readiness to load the boat is caused by any default on the part of the said Company, or its agents; but in case of a glut of boats, or in case such default either in loading or unloading happens from any other cause than a personal default of the said Company, or its agents, then all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention.

And whereas the said party of the first part is anxious to secure unto the said party of the second part, and its assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said party of the second part and its assigns the regular, prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents.

Now this Indenture Witnesseth that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said party of the second part and its assigns the Canal Boat called "Charles O. McCord" to have and to hold the same unto the said party of the second part and its assigns forever.

Provided nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said party of the first part shall well and truly pay unto the said party of the second part or its 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 party of the first part 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 party of the first part 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 on the part of the said party of the first part to freight for the Company or person designated by the said party of the second part or its authorized agent, 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 transfer without permission as aforesaid, 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 party of the first part, then and in either event the said party of the second part, or its assigns or any duly authorized agent, 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 to pay the expenses of such sale and advertisement and then the balance due to said party of the second part or its assigns of said purchase money and interest, and if there be any overplus the said party or its assigns are to pay the same to the said party of the first part. In witness whereof the said George Berkley hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder

George Berkley {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty first day of December 1866 before the subscriber personally appeared George Berkley 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 twenty first day of December 1866 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared James J. Shaw, Agent for the Central Coal Mining & Manufacturing Company, 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 the Agent of and authorized by said Company 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 26, page 3, 12/7/1866.

At the request of the Central Coal Mining & M. Company this Mortgage was recorded December 7th 1866.

This Indenture made this sixth day of December eighteen hundred and sixty six between James M. Baker of Allegany County, State of Maryland party of the first part and The Central Coal Mining and Manufacturing Company, of Allegany County, State of Maryland party of the second part. Whereas the said party of the second part has this day sold to the said party of the first part the Canal Boat called "G. E. Porter" at and for the sum of Eleven hundred and ninety seven dollars which the said party of the first part is to pay to the said party of the second part in installments and in the manner and upon the terms hereinafter mentioned, to wit: Forty dollars per trip for each and every trip said boat shall make between Cumberland and Georgetown, Alexandria, and Washington City, or any other port, until the entire purchase money with interest is paid in full, crediting the respective payments thereon as of the time when such payments shall be made.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition & 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 party of the second part 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, the Consolidation Coal Company and the Hampshire & Baltimore Coal Company; and keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign, transfer or set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever without the consent in writing of the said party of the second part or its authorized agent; all of which said stipulations the said party of the first part covenants and agrees with the said party of the second part and its assigns, to fulfill and perform, provided always that if the said Company, should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading, ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip if such want of readiness to load the boat is caused by any default on the part of the said Company, or its agents; but in case of a glut of boats, or in case such default either in loading or unloading happens from any other cause than a personal default of the said Company, or its agents, then all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention.

And whereas the said party of the first part is anxious to secure unto the said party of the second part, and its assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said party of the second part and its assigns the regular, prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents.

Now this Indenture Witnesseth that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the

said party of the second part and its assigns the Canal Boat called "G. E. Porter" to have and to hold the same unto the said party of the second part and its assigns forever.

Provided nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said party of the first part shall well and truly pay unto the said party of the second part or its 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 party of the first part 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 party of the first part 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 on the part of the said party of the first part to freight for the Company or person designated by the said party of the second part or its authorized agent, 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 transfer without permission as aforesaid, 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 party of the first part, then and in either event the said party of the second part, or its assigns or any duly authorized agent, 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 to pay the expenses of such sale and advertisement and then the balance due to said party of the second part or its assigns of said purchase money and interest, and if there be any overplus the said party or its assigns are to pay the same to the said party of the first part. In witness whereof the said James M. Baker hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder

James M. Baker {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this sixth day of December 1866 before the subscriber personally appeared James M. Baker 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 sixth day of December 1866 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared James J. Shaw, Agent for the Central Coal Mining & Manufacturing Company, 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 and that he is the Agent of and authorized by said Company 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 26, page 6, 12/3/1866.

At the request of the Central Coal M. & M. Co. this Mortgage was recorded December 3rd 1866.

This Indenture made this thirteenth day of November eighteen hundred and sixty six between John H. Gatrell of Allegany County, State of Maryland party of the first part and The Central Coal Mining and Manufacturing Company and Frederick Mertens, of Allegany County, State of Maryland parties of the second part. Whereas the said parties of the second part have this day sold to the said party of the first part the Canal Boat called "Margaret Blocher" at and for the sum of Nineteen hundred and sixty five dollars which the said party of the first part is to pay to the said parties of the second part in installments and in the manner and upon the terms hereinafter mentioned, to wit: Fifty dollars per trip for each and every trip said boat shall make upon the Chesapeake and Ohio Canal to Frederick Mertens, one of the parties of the second part until fourteen hundred and sixty five dollars with interest is paid; after which said party of the first part is to pay to the Central Coal Mining and Manufacturing Company fifty dollars per trip until the balance of purchase money is paid in full, crediting the respective payments thereon as of the time when such payments shall be made.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said parties of the second part that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, 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 parties of the second part 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, the Consolidation Coal Company and the Hampshire & Baltimore Coal Company; and keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign, transfer or set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever without the consent in writing of the said parties of the second part or their authorized agent; all of which said stipulations the said party of the first part covenants and agrees with the said parties of the second part and their assigns, to fulfill and perform; provided always that if the said company, should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading, ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip, if such want of readiness to load the boat is caused by any default on the part of the said Company, or its agents; but in case of a glut of boats, or in case such default either in loading or unloading happens from any other cause than a personal default of the said Company, or its agents, then all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention.

And whereas the said party of the first part is anxious to secure unto the said parties of the second part, and their assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said parties of the second part and their assigns the regular, prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents.

Now this Indenture Witnesseth that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the

said parties of the second part and their assigns the Canal Boat called "Margaret Blocher" to have and to hold the same unto the said parties of the second part and their assigns forever.

Provided nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said party of the first part shall well and truly pay unto the said parties of the second part or their 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 party of the first part 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 party of the first part 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 on the part of the said party of the first part to freight for the Company or person designated by the said party of the second part or its authorized agent, 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 transfer without permission as aforesaid, 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 party of the first part, then and in either event the said parties of the second part, or their assigns or any duly authorized agent, 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 to pay the expenses of such sale and advertisement and then the balance due to said parties of the second part or their assigns of said purchase money and interest, and if there be any overplus the said parties or their assigns are to pay the same to the said party of the first part. In witness whereof the said John H. Gatrell hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder
John H. Gatrell {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this thirteenth day of November 1866 before the subscriber personally appeared John H. Gatrell 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 thirteenth day of November 1866 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared James J. Shaw, Agent for the Central Coal Mining & Manufacturing Company and Frederick Mertens, mortgagees 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 and that James J. Shaw is the Agent of and authorized by said Company 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 26, page 8, 12/3/1866.

At the request of the Central Coal Mining & M. Co. & Frederick Mertens this Mortgage was recorded December 3rd 1866.

This Indenture made this thirteenth day of November eighteen hundred and sixty six between M. C. Hartley of Allegany County, State of Maryland party of the first part and The Central Coal Mining and Manufacturing Company and Frederick Mertens, of Allegany County, State of Maryland parties of the second part. Whereas the said parties of the second part have this day sold to the said party of the first part the Canal Boat called "Lavinia Hartley" at and for the sum of Eighteen hundred and seventy two dollars which the said party of the first part is to pay to the said parties of the second part in installments and in the manner and upon the terms hereinafter mentioned, to wit: Fifty dollars per trip for each and every trip said boat shall make upon the Chesapeake and Ohio Canal to Frederick Mertens, one of the parties of the second part until fourteen hundred and seventy two dollars of the purchase money with interest is paid; after which said party of the first part is to pay fifty dollars per trip to the Central Coal Mining and Manufacturing Company, one of the parties of the second part, until the balance of purchase money with interest is paid in full, crediting the respective payments thereon as of the time when such payments shall be made.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said parties of the second part that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, 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 parties of the second part 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, the Consolidation Coal Company and the Hampshire & Baltimore Coal Company; and keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign, transfer or set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever without the consent in writing of the said parties of the second part or their authorized agent; all of which said stipulations the said party of the first part hereby covenants and agrees with the said parties of the second part and their assigns, to fulfill and perform; provided always that if the said company, should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading, ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip, if such want of readiness to load the boat is caused by any default on the part of the said Company, or its agents; but in case of a glut of boats, or in case such default either in loading or unloading happens from any other cause than a personal default of the said Company, or its agents, then all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention.

And whereas the said party of the first part is anxious to secure unto the said parties of the second part, and their assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said parties of the second part and their assigns the regular, prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents.

Now this Indenture Witnesseth that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said parties of the second part and their assigns the Canal Boat called "Lavinia Hartley" to have and to hold the same unto the said parties of the second part and their assigns forever.

Provided nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said party of the first part shall well and truly pay unto the said parties of the second part or their 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 party of the first part 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 party of the first part 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 on the part of the said party of the first part to freight for the Company or person designated by the said party of the second part or its authorized agent, 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 transfer without permission as aforesaid, 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 party of the first part, then and in either event the said parties of the second part, or their assigns or any duly authorized agent, 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 to pay the expenses of such sale and advertisement and then the balance due to said parties of the second part or their assigns of said purchase money and interest, and if there be any overplus the said parties or their assigns are to pay the same to the said party of the first part. In witness whereof the said M. C. Hartley hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder

M. C. Hartley {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this thirteenth day of November 1866 before the subscriber personally appeared M. C. Hartley and acknowledged the aforesaid 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 thirteenth day of November 1866 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared James J. Shaw, Agent for the Central Coal Mining & Manufacturing Company and Frederick Mertens, mortgagees in the foregoing mortgage and made oath on the Holy Evangely of Almighty God that the consideration set forth in the aforesaid mortgage is true and bona fide as herein set forth and that James J. Shaw is the Agent of and authorized by said Company 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 26, page 11, 12/3/1866.

At the request of the Central Coal M. & M. Co. & Frederick Mertens this Mortgage was recorded December 3rd 1866.

This Indenture made this 30th day of November eighteen hundred and sixty six between John Henry Snyder of Allegany County, State of Maryland party of the first part and The Central Coal Mining and Manufacturing Company and Frederick Mertens, of Allegany County, State of Maryland parties of the second part. Whereas the said parties of the second part have this day sold to the said party of the first part the Canal Boat called "Mary Edwards" at and for the sum of Fifteen hundred and fifty seven dollars which the said party of the first part is to pay to the said parties of the second part in installments and in the manner and upon the terms hereinafter mentioned, to wit: Fifty dollars per trip for each and every trip said boat shall make upon the Chesapeake and Ohio Canal to Frederick Mertens, one of the parties of the second part until ten hundred and fifty dollars of the purchase money with interest is paid, after which said party of the first part is to pay fifty dollars per trip to the Central Coal Mining and Manufacturing Company, one of the parties of the second part, until the balance of purchase money with interest is paid in full, crediting the respective payments thereon as of the time when such payments shall be made.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said parties of the second part that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, 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 parties of the second part 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, the Consolidation Coal Company and the Hampshire & Baltimore Coal Company; and keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign, transfer or set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever without the consent in writing of the said parties of the second part or their authorized agent; all of which said stipulations the said party of the first part hereby covenants and agrees with the said parties of the second part and their assigns, to fulfill and perform; provided always that if the said company, should not furnish loading for said boat within 24 hours after the boat has been reported by the Captain at the place of loading, ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip, if such want of readiness to load the boat is caused by any default on the part of the said Company, or its agents; but in case of a glut of boats, or in case such default either in loading or unloading happens from any other cause than a personal default of the said Company, or its agents, then all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention.

And whereas the said party of the first part is anxious to secure unto the said parties of the second part, and their assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said parties of the second part and their assigns the regular, prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents.

Now this Indenture Witnesseth that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said parties of the second part and their assigns the Canal Boat called "Mary Edwards" to have and to hold the same unto the said parties of the second part and their assigns forever.

Provided nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said party of the first part shall well and truly pay unto the said parties of the second part or their 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 party of the first part 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 party of the first part 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 on the part of the said party of the first part to freight for the Company or person designated by the said party of the second part or its authorized agent, 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 transfer without permission as aforesaid, 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 party of the first part, then and in either event the said parties of the second part, or their assigns or any duly authorized agent, 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 to pay the expenses of such sale and advertisement and then the balance due to said parties of the second part or their assigns of said purchase money and interest, and if there be any overplus the said parties or their assigns are to pay the same to the said party of the first part. In witness whereof the said John Henry Snyder hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder

John H. Snyder {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this thirteenth day of November 1866 before the subscriber personally appeared John Henry Snyder and acknowledged the aforesaid 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 thirteenth day of November 1866 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared James J. Shaw, Agent for the Central Coal Mining & Manufacturing Company and Frederick Mertens, mortgagees in the foregoing mortgage and made oath on the Holy Evangely of Almighty God that the consideration set forth in the aforesaid mortgage is true and bona fide as herein set forth and that James J. Shaw is the Agent of and authorized by said Company 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 26, page 13, 6/6/1867.

At the request of the Central Coal Mining & M. Co. & Frederick Mertens this Mortgage was recorded April 6th 1867.

This Indenture made this first day of April eighteen hundred and sixty seven between Theodore Embrey of Allegany County, State of Maryland party of the first part and The Central Coal Mining and Manufacturing Company and Frederick Mertens, of Allegany County, State of Maryland parties of the second part. Whereas the said parties of the second part have this day sold to the said party of the first part the Canal Boat called "Lucy Hall" at and for the sum of Seventeen hundred and forty 12/100 dollars which the said party of the first part is to pay to the said parties of the second part in installments and in the manner and upon the terms hereinafter mentioned, to wit: Fifty dollars per trip for each and every trip said boat shall make upon the Chesapeake and Ohio Canal to Frederick Mertens, one of the parties of the second part until twelve hundred and thirty one 12/100 dollars of the purchase money with interest is paid; after which said party of the first part is to pay fifty dollars per trip to the Central Coal Mining and Manufacturing Company, one of the parties of the second part, until the balance of purchase money with interest is paid in full, crediting the respective payments thereon as of the time when such payments shall be made.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said parties of the second part that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, 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 parties of the second part 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, the Consolidation Coal Company and the Hampshire & Baltimore Coal Company; and keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign, transfer or set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever without the consent in writing of the said parties of the second part or their authorized agent; all of which said stipulations the said party of the first part hereby covenants and agrees with the said parties of the second part and their assigns, to fulfill and perform; provided always that if the said company, should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading, ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip, if such want of readiness to load the boat is caused by any default on the part of the said Company, or its agents; but in case of a glut of boats, or in case such default either in loading or unloading happens from any other cause than a personal default of the said Company, or its agents, then all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention.

And whereas the said party of the first part is anxious to secure unto the said parties of the second part, and their assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said parties of the second part and their assigns the regular, prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents.

Now this Indenture Witnesseth that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said parties of the second part and their assigns the Canal Boat called "Lucy Hall" to have and to hold the same unto the said parties of the second part and their assigns forever.

Provided nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said party of the first part shall well and truly pay unto the said parties of the second part or their 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 party of the first part 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 party of the first part 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 on the part of the said party of the first part to freight for the Company or person designated by the said party of the second part or its authorized agent, 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 transfer without permission as aforesaid, 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 party of the first part, then and in either event the said parties of the second part, or their assigns or any duly authorized agent, 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 to pay the expenses of such sale and advertisement and then the balance due to said parties of the second part or their assigns of said purchase money and interest, and if there be any overplus the said parties or their assigns are to pay the same to the said party of the first part. In witness whereof the said Theodore Embrey hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: J. B. Widener

Theodore Embrey {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this fifth day of April 1867 before the subscriber personally appeared Theodore Embrey 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 6th day of April 1867 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared Andrew Speir for the Central Coal Mining & Manufacturing Company and Frederick Mertens, 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 and that he is the Agent of and authorized by said Company to make such affidavit. 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 26, page 16, 4/12/1867.

At the request of the Central Coal Mining & Manufacturing Company this Mortgage was recorded April 3rd 1867.

This Indenture made this twelfth day of April eighteen hundred and sixty seven between Benjamin F. Price of Allegany County, State of Maryland party of the first part and The Central Coal Mining and Manufacturing Company, of Allegany County, State of Maryland party of the second part. Whereas the said party of the second part has this day sold to the said party of the first part the Canal Boat called "Prairie Flower" at and for the sum of Fifteen hundred and fifty $\frac{86}{100}$ dollars which the said party of the first part is to pay to the said party of the second part in installments and in the manner and upon the terms hereinafter mentioned, to wit: Fifty dollars per trip for each and every trip said boat shall make from Cumberland to Georgetown, Alexandria, and Washington City, or any other port on Chesapeake and Ohio Canal until the entire purchase money with interest from date is paid, crediting the respective payments thereon as of the time when such payments shall be made.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition & 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 party of the second part 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, the Consolidation Coal Company and the Hampshire & Baltimore Coal Company; and keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign, transfer or set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever without the consent in writing of the said party of the second part or its authorized agent; all of which said stipulations the said party of the first part covenants and agrees with the said party of the second part and its assigns, to fulfill and perform, provided always that if the said company, should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading, ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip if such want of readiness to load the boat is caused by any default on the part of the said Company, or its agents; but in case of a glut of boats, or in case such default either in loading or unloading happens from any other cause than a personal default of the said Company, or its agents, then all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention.

And whereas the said party of the first part is anxious to secure unto the said party of the second part, and its assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said party of the second part and its assigns the regular, prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents.

Now this Indenture Witnesseth that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the

said party of the second part and its assigns the Canal Boat called "Prairie Flower" to have and to hold the same unto the said party of the second part and its assigns forever.

Provided nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said party of the first part shall well and truly pay unto the said party of the second part or its 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 party of the first part 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 party of the first part 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 on the part of the said party of the first part to freight for the Company or person designated by the said party of the second part or its authorized agent, 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 transfer without permission as aforesaid, 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 party of the first part, then and in either event the said party of the second part, or its assigns or any duly authorized agent, 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 to pay the expenses of such sale and advertisement and then the balance due to said party of the second part or its assigns of said purchase money and interest, and if there be any overplus the said party or its assigns are to pay the same to the said party of the first part. In witness whereof the said Benjamin F. Price hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: J. B. Widener

Benjamin F. Price {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twelfth day of April 1867 before the subscriber personally appeared Benjamin F. Price 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 thirteenth day of April 1867 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared Andrew Spier, 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 the Agent of and authorized by the Central Coal Mining and Manufacturing Company to make such affidavit. In witness whereof I hereby subscribe my name on the day and year aforesaid.

J. B. Widener, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 26, page 18, 4/20/1867.

At the request of the Central Coal Mining & Manufacturing Company this Mortgage was recorded April 20th 1867.

This Indenture made this seventeenth day of April eighteen hundred and sixty seven between John H. Crow of Allegany County, State of Maryland party of the first part and The Central Coal Mining and Manufacturing Company, of Allegany County, State of Maryland party of the second part. Whereas the said party of the second part has this day sold to the said party of the first part the Canal Boat called "W. H. Wilson" at and for the sum of Fourteen hundred and twenty three 97/100 dollars which the said party of the first part is to pay to the said party of the second part in installments and in the manner and upon the terms hereinafter mentioned, to wit: Forty five dollars per trip for each and every trip said boat shall make from Cumberland to Georgetown, Alexandria, and Washington City, or any other port until the entire purchase money with [interest from date] is paid, crediting the respective payments thereon as of the time when such payments shall be made.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition & 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 party of the second part 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, the Consolidation Coal Company and the Hampshire & Baltimore Coal Company; and keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign, transfer or set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever without the consent in writing of the said party of the second part or its authorized agent; all of which said stipulations the said party of the first part covenants and agrees with the said party of the second part and its assigns, to fulfill and perform, provided always that if the said company, should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading, ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip if such want of readiness to load the boat is caused by any default on the part of the said Company, or its agents; but in case of a glut of boats, or in case such default either in loading or unloading happens from any other cause than a personal default of the said Company, or its agents, then all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention.

And whereas the said party of the first part is anxious to secure unto the said party of the second part, and its assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said party of the second part and its assigns the regular, prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents.

Now this Indenture Witnesseth that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the

said party of the second part and its assigns the Canal Boat called "W. H. Wilson" to have and to hold the same unto the said party of the second part and its assigns forever.

Provided nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said party of the first part shall well and truly pay unto the said party of the second part or its 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 party of the first part 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 party of the first part 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 on the part of the said party of the first part to freight for the Company or person designated by the said party of the second part or its authorized agent, 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 transfer without permission as aforesaid, 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 party of the first part, then and in either event the said party of the second part, or its assigns or any duly authorized agent, 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 to pay the expenses of such sale and advertisement and then the balance due to said party of the second part or its assigns of said purchase money and interest, and if there be any overplus the said party or its assigns are to pay the same to the said party of the first part. In witness whereof the said John H. Crow hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: J. B. Widener

John H. Crow {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 17th day of April 1867 before the subscriber personally appeared John H. Crow and acknowledged the aforesaid 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 seventeenth day of April 1867 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared Andrew Spier, Agent of the Central Coal Mining & Manufacturing Company, mortgagee in the aforesaid mortgage and made oath on the Holy Evangelical of Almighty God that the consideration set forth in the aforesaid mortgage is true and bona fide as herein set forth and that he is the Agent of and authorized by the Central Coal Mining and Manufacturing Company to make such affidavit. In witness whereof I hereby subscribe my name on the day and year aforesaid.

J. B. Widener, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 26, page 21, 4/20/1867.

At the request of the Central Coal Mining & Manufacturing Company this Mortgage was recorded April 20th 1867.

This Indenture made this seventeenth day of April eighteen hundred and sixty seven between George M. Reed, Jr. of Allegany County, State of Maryland party of the first part and The Central Coal Mining and Manufacturing Company, of Allegany County, State of Maryland party of the second part. Whereas the said party of the second part has this day sold to the said party of the first part the Canal Boat called "Mary Willard" at and for the sum of Thirteen hundred and sixteen $31/100$ dollars which the said party of the first part is to pay to the said party of the second part in installments and in the manner and upon the terms hereinafter mentioned, to wit: Forty dollars per trip for each and every trip said boat shall make from Cumberland to Georgetown, Alexandria, and Washington City, or any other port until the entire purchase money with interest is paid, crediting the respective payments thereon as of the time when such payments shall be made.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition & 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 party of the second part 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, the Consolidation Coal Company and the Hampshire & Baltimore Coal Company; and keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign, transfer or set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever without the consent in writing of the said party of the second part or its authorized agent; all of which said stipulations the said party of the first part covenants and agrees with the said party of the second part and its assigns, to fulfill and perform, provided always that if the said company, should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading, ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip if such want of readiness to load the boat is caused by any default on the part of the said Company, or its agents; but in case of a glut of boats, or in case such default either in loading or unloading happens from any other cause than a personal default of the said Company, or its agents, then all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention.

And whereas the said party of the first part is anxious to secure unto the said party of the second part, and its assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said party of the second part and its assigns the regular, prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents.

Now this Indenture Witnesseth that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the

said party of the second part and its assigns the Canal Boat called "Mary Willard" to have and to hold the same unto the said party of the second part and its assigns forever.

Provided nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said party of the first part shall well and truly pay unto the said party of the second part or its 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 party of the first part 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 party of the first part 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 on the part of the said party of the first part to freight for the Company or person designated by the said party of the second part or its authorized agent, 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 transfer without permission as aforesaid, 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 party of the first part, then and in either event the said party of the second part, or its assigns or any duly authorized agent, 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 to pay the expenses of such sale and advertisement and then the balance due to said party of the second part or its assigns of said purchase money and interest, and if there be any overplus the said party or its assigns are to pay the same to the said party of the first part. In witness whereof the said George M. Reid, Jr. hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: J. B. Widener

George M. Reid, Jr. {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 17th day of April 1867 before the subscriber personally appeared George M. Reid, Jr. 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 seventeenth day of April 1867 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared Andrew Spier, Agent of the Central Coal Mining & Manufacturing Company, 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 and that he is the Agent of and authorized by the Central Coal Mining and Manufacturing Company to make such affidavit. In witness whereof I hereby subscribe my name on the day and year aforesaid.

J. B. Widener, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 26, page 262, 5/24/1867.

At the request of the Central Coal M, & M. Co. this Mortgage was recorded May 24th 1867.

This Indenture made this twenty second day of May eighteen hundred and sixty seven between Robert P. Montgomery of Allegany County, State of Maryland party of the first part and The Central Coal Mining and Manufacturing Company, of Allegany County, State of Maryland party of the second part.

Whereas the said party of the second part has this day sold to the said party of the first part the Canal Boat called "Jane V. Noonian" at and for the sum of Fifteen hundred and thirty three 54/100 dollars which the said party of the first part is to pay to the said party of the second part in installments and in the manner and upon the terms hereinafter mentioned, to wit: Forty dollars per trip for each and every trip said boat shall make between Cumberland and Georgetown, Alexandria, Washington City, or any other port until the entire purchase money with interest from date is paid, crediting the respective payments thereon as of the time when such payments shall be made.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition & 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 party of the second part 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, the Consolidation Coal Company and the Hampshire & Baltimore Coal Company; and keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign, transfer or set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever without the consent in writing of the said party of the second part or its authorized agent; all of which said stipulations the said party of the first part covenants and agrees with the said party of the second part and its assigns, to fulfill and perform, provided always that if the said company, should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading, ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip if such want of readiness to load the boat is caused by any default on the part of the said Company, or its agents; but in case of a glut of boats, or in case such default either in loading or unloading happens from any other cause than a personal default of the said Company, or its agents, then all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention.

And whereas the said party of the first part is anxious to secure unto the said party of the second part, and its assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said party of the second part and its assigns the regular, prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents.

Now this Indenture Witnesseth that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the

said party of the second part and its assigns the Canal Boat called "Jane V. Noonian" to have and to hold the same unto the said party of the second part and its assigns forever.

Provided nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said party of the first part shall well and truly pay unto the said party of the second part or its 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 party of the first part 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 party of the first part 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 on the part of the said party of the first part to freight for the Company or person designated by the said party of the second part or its authorized agent, 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 transfer without permission as aforesaid, 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 party of the first part, then and in either event the said party of the second part, or its assigns or any duly authorized agent, 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 to pay the expenses of such sale and advertisement and then the balance due to said party of the second part or its assigns of said purchase money and interest, and if there be any overplus the said party or its assigns are to pay the same to the said party of the first part. In witness whereof the said Robert P. Montgomery hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder

his
Robert P. X Montgomery {Seal}
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this 22nd day of May 1867 before the subscriber personally appeared Robert P. Montgomery 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 May 1867 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared Andrew Spier, 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 the Agent of and authorized by the Central Coal Mining and Manufacturing Company to make such affidavit. In witness whereof I hereby subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 26, page 264, 5/24/1867.

At the request of the Central Coal M. & M. Co. this Mortgage was recorded May 24th 1867.

This Indenture made this twenty third day of May eighteen hundred and sixty seven between Andrew C. Hartman of Allegany County, State of Maryland party of the first part and The Central Coal Mining and Manufacturing Company, of Allegany County, State of Maryland party of the second part.

Whereas the said party of the second part has this day sold to the said party of the first part the Canal Boat called "C. D. Robbins" at and for the sum of Ten hundred and forty two dollars which the said party of the first part is to pay to the said party of the second part in installments and in the manner and upon the terms hereinafter mentioned, to wit: Forty dollars per trip for each and every trip said boat shall make from Cumberland to Georgetown, Alexandria, Washington City, or any other port until the entire purchase money with interest is paid, crediting the respective payments thereon as of the time when such payments shall be made.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition & 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 party of the second part 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, the Consolidation Coal Company and the Hampshire & Baltimore Coal Company; and keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign, transfer or set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever without the consent in writing of the said party of the second part or its authorized agent; all of which said stipulations the said party of the first part covenants and agrees with the said party of the second part and its assigns, to fulfill and perform, provided always that if the said Company, should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading, ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip if such want of readiness to load the boat is caused by any default on the part of the said Company, or its agents; but in case of a glut of boats, or in case such default either in loading or unloading happens from any other cause than a personal default of the said Company, or its agents, then all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention.

And whereas the said party of the first part is anxious to secure unto the said party of the second part, and its assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said party of the second part and its assigns the regular, prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents.

Now this Indenture Witnesseth that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the

said party of the second part and its assigns the Canal Boat called "C. D. Robbins" to have and to hold the same unto the said party of the second part and its assigns forever.

Provided nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said party of the first part shall well and truly pay unto the said party of the second part or its 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 party of the first part 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 party of the first part 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 on the part of the said party of the first part to freight for the Company or person designated by the said party of the second part or its authorized agent, 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 transfer without permission as aforesaid, 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 party of the first part, then and in either event the said party of the second part, or its assigns or any duly authorized agent, 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 to pay the expenses of such sale and advertisement and then the balance due to said party of the second part or its assigns of said purchase money and interest, and if there be any overplus the said party or its assigns are to pay the same to the said party of the first part. In witness whereof the said Andrew C. Hartman hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: J. B. Widener

Andrew C. Hartman {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty third day of May 1867 before the subscriber personally appeared Andrew C. Hartman 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 23rd day of May 1867 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared Andrew Spier, Agent of the Central Coal Mining & Manufacturing Company, 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 the Agent of and authorized by the Central Coal Mining and Manufacturing Company to make such affidavit. In witness whereof I hereby subscribe my name on the day and year aforesaid.

J. B. Widener, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 26, page 269, 6/4/1867.

At the request of the Central Coal Mining & Mfg. Co. & F. Mertens this Mortgage was recorded June 4th 1867.

This Indenture made this twenty fourth day of May eighteen hundred and sixty seven between Joseph Magruder of Allegany County, State of Maryland party of the first part and The Central Coal Mining and Manufacturing Company and Frederick Mertens, of Allegany County, State of Maryland parties of the second part. Whereas the said parties of the second part have this day sold to the said party of the first part the Canal Boat called "Fanny Ortman" at and for the sum of Fourteen hundred thirty two 08/100 dollars which the said party of the first part is to pay to the said parties of the second part in installments and in the manner and upon the terms hereinafter mentioned, to wit: Fifty dollars per trip for each and every trip said boat shall make upon the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria, Washington City, or any other port to Frederick Mertens, one of the parties of the second part until nine hundred & sixty dollars of the purchase money, with interest, is paid, after which said party of the first part is to pay fifty dollars per trip to the Central Coal Mining and Manufacturing Company, one of the parties of the second part, until the balance of the purchase money, with interest, is paid in full, crediting the respective payments thereon as of the time when such payments shall be made.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said parties of the second part that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition & 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 parties of the second part 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, the Consolidation Coal Company and the Hampshire & Baltimore Coal Company; and keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign, transfer or set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever without the consent in writing of the said parties of the second part or their authorized agent; all of which said stipulations the said party of the first part covenants and agrees with the said parties of the second part and their assigns, to fulfill and perform, provided always that if the said company, should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading, ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip if such want of readiness to load the boat is caused by any default on the part of the said Company, or its agents; but in case of a glut of boats, or in case such default either in loading or unloading happens from any other cause than a personal default of the said Company, or its agents, then all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention.

And whereas the said party of the first part is anxious to secure unto the said parties of the second part, and their assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said parties of the second part and their assigns the regular, prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents.

Now, this Indenture Witnesseth that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said parties of the second part and their assigns the Canal Boat called "Fanny Ortman" to have and to hold the same unto the said party of the second part and its assigns forever.

Provided nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said party of the first part shall well and truly pay unto the said parties of the second part or their 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 party of the first part 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 party of the first part 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 on the part of the said party of the first part to freight for the Company or person designated by the said parties of the second part or their authorized agent, 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 transfer without permission as aforesaid, 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 party of the first part, then and in either event the said parties of the second part, or their assigns or any duly authorized agent, 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 to pay the expenses of such sale and advertisement and then the balance due to said parties of the second part or their assigns of said purchase money and interest, and if there be any overplus the said parties or their assigns are to pay the same to the said party of the first part. In witness whereof the said Joseph Magruder hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder

his
Joseph X Magruder {Seal}
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this 24th day of May 1867 before the subscriber personally appeared Joseph Magruder and acknowledged the aforesaid 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 May 1867 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared Andrew Spier, Agent of the Central Coal Mining & Manufacturing Company & Frederick Mertens, Mortgagees in the aforesaid mortgage and made oath on the Holy Evangelical of Almighty God that the consideration set forth in the aforesaid mortgage is true and bona fide as herein set forth and that he is the Agent of and authorized by the Central Coal Mining and Manufacturing Company to make such affidavit. In witness whereof I hereby subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 26, page 271, 6/7/1867.

At the request of the Central Coal Mining & Mfg. Co. & F. Mertens this Mortgage was recorded June 7th 1867.

This Indenture made this twentieth day of May eighteen hundred and sixty seven between Charles Hetzer of Allegany County, State of Maryland party of the first part and The Central Coal Mining and Manufacturing Company & Frederick Mertens, of Allegany County, State of Maryland parties of the second part. Whereas the said parties of the second part have this day sold to the said party of the first part the Canal Boat called "Benjamin Long" at and for the sum of Eighteen hundred & sixty six $\frac{36}{100}$ dollars which the said party of the first part is to pay to the said parties of the second part in installments and in the manner and upon the terms hereinafter mentioned, to wit: Fifty dollars per trip for each and every trip said boat shall make upon the Chesapeake and Ohio Canal to Frederick Mertens, one of the parties of the second part until thirteen hundred & forty eight $\frac{36}{100}$ dollars with interest, is paid, after which said party of the first part is to pay fifty dollars per trip to the Central Coal Mining and Manufacturing Company, one of the parties of the second part, until the balance of the purchase money, with interest, is paid in full, crediting the respective payments thereon as of the time when such payments shall be made.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said parties of the second part that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition & 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 parties of the second part 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, the Consolidation Coal Company and the Hampshire & Baltimore Coal Company; and keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign, transfer or set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever without the consent in writing of the said parties of the second part or their authorized agent; all of which said stipulations the said party of the first part covenants and agrees with the said parties of the second part and their assigns, to fulfill and perform, provided always that if the said company, should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading, ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip if such want of readiness to load the boat is caused by any default on the part of the said Company, or its agents; but in case of a glut of boats, or in case such default either in loading or unloading happens from any other cause than a personal default of the said Company, or its agents, then all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention.

And whereas the said party of the first part is anxious to secure unto the said parties of the second part, and their assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said parties of the second part and their assigns the regular, prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents.

Now, this Indenture Witnesseth that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said parties of the second part and their assigns the Canal Boat called "Benjamin Long" to have and to hold the same unto the said party of the second part and its assigns forever.

Provided nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said party of the first part shall well and truly pay unto the said parties of the second part or their 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 party of the first part 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 party of the first part 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 on the part of the said party of the first part to freight for the Company or person designated by the said parties of the second part or their authorized agent, 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 transfer without permission as aforesaid, 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 party of the first part, then and in either event the said parties of the second part, or their assigns or any duly authorized agent, 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 to pay the expenses of such sale and advertisement and then the balance due to said parties of the second part or their assigns of said purchase money and interest, and if there be any overplus the said parties or their assigns are to pay the same to the said party of the first part. In witness whereof the said Joseph Magruder hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: J. B. Widener

Charles Hetzer {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 6th day of June 1867 before the subscriber personally appeared Charles Hetzer 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 6th day of June 1867 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared Andrew Spier, Agent of the Central Coal Mining & Manufacturing Company and Frederick Mertens, 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 and that A. Spier is the Agent of and authorized by the Central Coal Mining and Manufacturing Company to make such affidavit. In witness whereof I hereby subscribe my name on the day and year aforesaid.

J. B. Widener, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 26, page 597, 11/29/1867.

At the request of the Central Coal M. & M. Co. this Bill of Sale was recorded Nov. 29th 1867.

I, John McMullen of Allegany County in the State of Maryland in consideration of the sum of one hundred and twenty one [dollars] and eight cents paid me by the Central Coal Mining and Manufacturing Company of Allegany County in the State of Maryland do hereby bargain and sell to the said Company the following property, to wit: one black medium sized mule about eight years old, one brown horse mule named "Alex" about ten years old, one mare mule black or dark brown about seven years old and one dark bay horse mule about nine or ten years old and also four sets of harness, also one cooking stove now on the Canal Boat named "Charles O. McCord."

Witness my hand & seal this 29th day of November, one thousand eight hundred and sixty seven.

Witness: J. M. Strong

John McMullen {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 29th day of November 1867 before the subscriber a Justice of the Peace of the State of Maryland in and for said County personally appeared John McMullen and acknowledged the foregoing instrument of writing to be his act and deed, and at the same time also appeared before me A. Spier, Agent of the Central Coal Mining and Manufacturing Company and made oath in due form of law that the consideration set forth in the foregoing Bill of Sale is true and bona fide as therein set forth and that he is the Agent of and authorized by the Central Coal Mining and Manufacturing Company to make such affidavit. In witness whereof I have subscribed my name.

J. M. Strong, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 27, page 81, 11/29/1867.

At the request of the Central Coal M. & M. Co. this Mortgage was recorded 29th Nov. 1867.

This Indenture made this twenty eighth day of November eighteen hundred and sixty seven between Jacob McGraw of Allegany County, State of Maryland party of the first part and The Central Coal Mining and Manufacturing Company, of Allegany County, State of Maryland party of the second part.

Witnesseth, Whereas the said party of the second part has this day sold to the said party of the first part the Canal Boat called "Nannie McGraw" at and for the sum of One hundred and eighty eight dollars which the said party of the first part is to pay to the said party of the second part in installments and in the manner and upon the terms hereinafter mentioned, to wit: Forty dollars per trip for each and every trip said boat shall make from Cumberland to Georgetown, Alexandria, Washington City, or any other port, crediting the respective payments thereon as of the time when such payments shall be made, and it is further agreed that said boat shall continue to carry for said Company till the end of the boating season of the year in which the last installment is paid.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition & 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 party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal & Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire & Baltimore Coal Company; and keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign, transfer or set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever without the consent in writing of the said party of the second part or its authorized agent; all of which said stipulations the said party of the first part covenants and agrees with the said party of the second part and its assigns, to fulfill and perform, provided always that if the said Company, should not furnish loading for said Boat within twenty four hours after the boat has been reported by the Captain at the place of loading, ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip if such want of readiness to load the boat is caused by any default on the part of the said Company, or its agents; but in case of a glut of boats, or in case such default either in loading or unloading happens from any other cause than a personal default of the said Company, or its agents, then all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention.

And whereas the said party of the first part is anxious to secure unto the said party of the second part, and its assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said party of the second part and its assigns the regular, prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents.

Now this Indenture Witnesseth that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said party of the second part and its assigns the Canal Boat called "Nannie McGraw" to have and to hold the same unto the said party of the second part and its assigns forever. Provided nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said party of the first part shall well and truly pay unto the said party of the second part or its 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 party of the first part 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 party of the first part 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 on the part of the said party of the first part to freight for the Company or person designated by the said party of the second part or its authorized agent, 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 transfer without permission as aforesaid, 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 party of the first part, then and in either event the said party of the second part, or its assigns or any duly authorized agent, 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 to pay the expenses of such sale and advertisement and then the balance due to said party of the second part or its assigns of said purchase money and interest, and if there be any overplus the said party or its assigns are to pay the same to the said party of the first part. In witness whereof the said Jacob McGraw hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste:

Jacob McGraw {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty eighth day of November 1867 before the subscriber personally appeared Jacob McGraw and acknowledged the aforesaid 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 twenty eighth day of November 1867 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared Andrew Spier, Agent of the Central Coal Mining & Manufacturing Company, mortgagee in the aforesaid mortgage and made oath on the Holy Evangely of Almighty God that the consideration set forth in the aforesaid mortgage is true and bona fide as herein set forth and that he is the Agent of and authorized by the C. C. M. & M. Co. to make such affidavit. In witness whereof I hereby subscribe my name on the day and year aforesaid.

J. M. Strong, J.P.

I hereby release the aforesaid mortgage. Witness my hand & seal this 27th day of November A.D. 1868. Witness: F. Bruce

A. Spier, Agent {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 27, page 83, 11/29/1867.

At the request of the Central Coal M. & M. Co. this Mortgage was recorded Nov. 29th 1867.

This Indenture made this 29th day of November eighteen hundred and sixty seven between Henry Artz of Allegany County, State of Maryland party of the first part and The Central Coal Mining and Manufacturing Company, of Allegany County, State of Maryland party of the second part.

Whereas the said party of the second part has this day sold to the said party of the first part the Canal Boat called "Henry Conrad" at and for the sum of Ten hundred and ninety dollars which the said party of the first part is to pay to the said party of the second part in installments and in the manner and upon the terms hereinafter mentioned, to wit: Fifty dollars per trip for each and every trip said boat shall make from Cumberland to Georgetown, Alexandria, Washington City, or any other port until the entire purchase money with interest is paid, crediting the respective payments thereon as of the time when such payments shall be made.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition & 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 party of the second part 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, the Consolidation Coal Company and the Hampshire & Baltimore Coal Company; and keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign, transfer or set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever without the consent in writing of the said party of the second part or its authorized agent; all of which said stipulations the said party of the first part covenants and agrees with the said party of the second part and its assigns, to fulfill and perform, provided always that if the said Company, should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading, ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip if such want of readiness to load the boat is caused by any default on the part of the said Company, or its agents; but in case of a glut of boats, or in case such default either in loading or unloading happens from any other cause than a personal default of the said Company, or its agents, then all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention.

And whereas the said party of the first part is anxious to secure unto the said party of the second part, and its assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said party of the second part and its assigns the regular, prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents.

Now this Indenture Witnesseth that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the

said party of the second part and its assigns the Canal Boat called "Henry Conrad" to have and to hold the same unto the said party of the second part and its assigns forever.

Provided nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said party of the first part shall well and truly pay unto the said party of the second part or its 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 party of the first part 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 party of the first part 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 failure or neglect to perform any of the stipulations or recitals in this Mortgage named to be done and performed on the part of the said party of the first part, then and in either event the said party of the second part, or its assigns or any duly authorized agent, 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 to pay the expenses of such sale and advertisement and then the balance due to said party of the second part or its assigns of said purchase money and interest, & if there be any overplus the said party or its assigns are to pay the same to the said party of the first part. In witness whereof the said Henry Artz hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste:

Henry Artz {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 29th day of November 1867 before the subscriber personally appeared Henry Artz and acknowledged the aforesaid 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 twenty ninth day of November 1867 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared A. Spier, Agent of the Central Coal Mining & Manufacturing Company, mortgagee in the aforesaid mortgage and made oath on the Holy Evangely of Almighty God that the consideration set forth in the aforesaid mortgage is true and bona fide as herein set forth and that he is the Agent of and authorized by the Central Coal Mining and Manufacturing Company to make such affidavit. In witness whereof I hereby subscribe my name on the day and year aforesaid.

J. M. Strong, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 27, page 86, 11/29/1867.

At the request of the C. C. M. & M. Co. this Mortgage was recorded Nov. 29th 1867.

This Indenture made this twenty ninth day of November eighteen hundred and sixty seven between Richard Sorrell of Allegany County, State of Maryland party of the first part and The Central Coal Mining and Manufacturing Company, of Allegany County, State of Maryland party of the second part.

Whereas the said party of the second part has this day sold to the said party of the first part the Canal Boat called "Joseph F. Heitch" at and for the sum of Nine hundred and eighty seven dollars which the said party of the first part is to pay to the said party of the second part in installments and in the manner and upon the terms hereinafter mentioned, to wit: Fifty dollars per trip for each and every trip said boat shall make from Cumberland to Georgetown, Alexandria, Washington City, or any other port until the full amount with interest is paid, crediting the respective payments thereon as of the time when such payments shall be made.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition & 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 party of the second part 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, the Consolidation Coal Company and the Hampshire & Baltimore Coal Company; and keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign, transfer or set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever without the consent in writing of the said party of the second part or its authorized agent; all of which said stipulations the said party of the first part covenants and agrees with the said party of the second part and its assigns, to fulfill and perform, provided always that if the said Company, should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading, ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip if such want of readiness to load the boat is caused by any default on the part of the said Company, or its agents; but in case of a glut of boats, or in case such default either in loading or unloading happens from any other cause than a personal default of the said Company, or its agents, then all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention. And whereas the said party of the first part is anxious to secure unto the said party of the second part, and its assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said party of the second part and its assigns the regular, prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents.

Now this Indenture Witnesseth that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said party of the second part and its assigns the Canal Boat called "Joseph F. Heitch" to have and to hold the same unto the said party of the second part and its assigns forever.

Provided nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said party of the first part shall well and truly pay unto the said party of the second part or its 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 party of the first part 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 party of the first part 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 on the part of the said party of the first part to freight for the Company or person designated by the said party of the second part or its authorized agent, 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 transfer without permission as aforesaid, 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 party of the first part, then and in either event the said party of the second part, or its assigns or any duly authorized agent, 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 to pay the expenses of such sale and advertisement and then the balance due to said party of the second part or its assigns of said purchase money and interest, and if there be any overplus the said party or its assigns are to pay the same to the said party of the first part. In witness whereof the said Richard Sorrell hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: J. B. Widener
his
Richard X Sorrell {Seal}
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty ninth day of November 1867 before the subscriber personally appeared Richard Sorrell 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 twenty ninth day of November 1867 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared A. Spier, Agent of the Central Coal Mining & Manufacturing Company, 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 the Agent of and authorized by the Central Coal M. & M. Co. to make such affidavit. In witness whereof I hereby subscribe my name on the day and year aforesaid.

J. B. Widener, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 27, page 88, 11/29/1867.

At the request of the Central C. M. & M. Co. this Mortgage was recorded Nov. 29th 1867.

This Indenture made this twenty eighth day of November eighteen hundred and sixty seven between John Byroad of Allegany County, State of Maryland party of the first part and The Central Coal Mining and Manufacturing Company, of Allegany County, State of Maryland party of the second part.

Whereas the said party of the second part has this day sold to the said party of the first part the Canal Boat called "Euphelia" at and for the sum of Eleven hundred and seventy four 50/100 dollars which the said party of the first part is to pay to the said party of the second part in installments and in the manner and upon the terms hereinafter mentioned, to wit: Fifty dollars per trip for each and every trip said boat shall make from Cumberland to Georgetown, Alexandria, Washington City, or any other port until the amount of purchase money with interest in full is paid, crediting the respective payments thereon as of the time when such payments shall be made.

And whereas it was part of said contract of purchase and sale between the said party of the first part & the said party of the second part that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition & 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 party of the second part 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, the Consolidation Coal Company and the Hampshire & Baltimore Coal Company; and keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign, transfer or set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever without the consent in writing of the said party of the second part or its authorized agent. All of which said stipulations the said party of the first part covenants and agrees with the said party of the second part and its assigns, to fulfill and perform, provided always that if the said Company, should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading, ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip - if such want of readiness to load the boat is caused by any default on the part of the said Company, or its agents; but in case of a glut of boats, or in case such default either in loading or unloading happens from any other cause than a personal default of the said Company, or its agents, then all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention.

And whereas the said party of the first part is anxious to secure unto the said party of the second part, and its assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said party of the second part and its assigns the regular, prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents.

Now this Indenture Witnesseth that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the

said party of the second part and its assigns the Canal Boat called "Euphelia" to have and to hold the same unto the said party of the second part and its assigns forever.

Provided nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said party of the first part shall well and truly pay unto the said party of the second part or its 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 party of the first part 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 party of the first part 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 on the part of the said party of the first part to freight for the Company or person designated by the said party of the second part or its authorized agent, 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 transfer without permission as aforesaid, 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 party of the first part, then and in either event the said party of the second part, or its assigns or any duly authorized agent, 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 to pay the expenses of such sale and advertisement and then the balance due to said party of the second part or its assigns of said purchase money and interest, and if there be any overplus the said party or its assigns are to pay the same to the said party of the first part. In witness whereof the said John Byroad hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste:

John Byroad {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty eighth day of November 1867 before the subscriber personally appeared John Byroad and acknowledged the aforesaid 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 28th day of November 1867 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared A. Spier, Agent of the Central Coal Mining & Manufacturing Company, mortgagee in the aforesaid mortgage and made oath on the Holy Evangely of Almighty God that the consideration set forth in the aforesaid mortgage is true and bona fide as herein set forth and that he is the Agent of and authorized by the Central Coal M. & M. Co. to make such affidavit. In witness whereof I hereby subscribe my name on the day and year aforesaid.

J. M. Strong, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 27, page 91, 11/29/1867.

At the request of the Central C. M. & M. Co. this Mortgage was recorded Nov 29th 1867.

This Indenture made this twenty second day of November eighteen hundred and sixty seven between Peter Wolfe of Allegany County, State of Maryland party of the first part and The Central Coal Mining and Manufacturing Company and Frederick Mertens, of Allegany County, State of Maryland parties of the second part. Whereas the said parties of the second part have this day sold to the said party of the first part the Canal Boat called "R. A. Wagley" at and for the sum of Seventeen hundred & eighty five dollars which the said party of the first part is to pay to the said parties of the second part in installments and in the manner and upon the terms hereinafter mentioned, to wit: Fifty dollars per trip for each and every trip said boat shall make from Cumberland to Georgetown, Alexandria or Washington City, until the entire amount with interest, is paid in full, crediting the respective payments thereon as of the time when such payments shall be made.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said parties of the second part that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition & 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 parties of the second part 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, the Consolidation Coal Company and the Hampshire & Baltimore Coal Company; and keep said boat in proper repair; & that the said party of the first part will not during the continuance of this instrument of writing, assign, transfer or set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever without the consent in writing of the said parties of the second part or their authorized agent. All of which said stipulations the said party of the first part covenants and agrees with the said parties of the second part & their assigns, to fulfill and perform, provided always that if the said company, should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading, ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip if such want of readiness to load the boat is caused by any default on the part of the said Company, or its agents; but in case of a glut of boats, or in case such default either in loading or unloading happens from any other cause than a personal default of the said Company, or its agents, then all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention.

And whereas the said party of the first part is anxious to secure unto the said parties of the second part, and their assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said parties of the second part and their assigns the regular, prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents.

Now, this Indenture Witnesseth that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said parties of the second part and their assigns the Canal Boat called "R. A. Wagley" to have and to hold the same unto the said party of the second part and its assigns forever.

Provided nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said party of the first part shall well and truly pay unto the said parties of the second part or their 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 party of the first part 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 party of the first part 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 on the part of the said party of the first part to freight for the Company or person designated by the said parties of the second part or their authorized agent, 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 transfer without permission as aforesaid, 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 party of the first part, then and in either event the said parties of the second part, or their assigns or any duly authorized agent, is hereby authorized to take immediate possession of said boat & 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 to pay the expenses of such sale and advertisement and then the balance due to said parties of the second part or their assigns of said purchase money and interest, and if there be any overplus the said parties or their assigns are to pay the same to the said party of the first part. In witness whereof the said Peter Wolfe hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste:

Peter Wolfe {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 22nd day of November 1867 before the subscriber personally appeared Peter Wolfe 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 November 1867 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared A. Spier, Agent of the Central Coal Mining & Manufacturing Company & Frederick Mertens, 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 and that A. Spier is the Agent of and authorized by the Central Coal Mining and Manufacturing Company to make such affidavit. In witness whereof I hereby subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 28, page 50, 11/29/1867.

At the request of the Central Coal Mining & Manfg. Co. this Mortgage was recorded Nov 29th 1867.

This Indenture made this twenty second day of November eighteen hundred and sixty seven between C. H. Arrington of Allegany County, State of Maryland party of the first part and The Central Coal Mining and Manufacturing Company and Frederick Mertens, of Allegany County, State of Maryland parties of the second part. Whereas the said parties of the second part have this day sold to the said party of the first part the Canal Boat called "Fannie Ortman" at and for the sum of Ten hundred & forty eight dollars which the said party of the first part is to pay to the said parties of the second part in installments and in the manner and upon the terms hereinafter mentioned, to wit: Fifty dollars per trip for each and every trip said boat shall make from Cumberland to Georgetown, Alexandria or Washington City, to Frederick Mertens one of the parties of the second part until five hundred and seventeen dollars of the purchase money with interest, is paid, after which the said party of the first part is to pay fifty dollars per trip to the Central Coal Mining and Manufacturing Company, one of the parties of the second part, until the balance of the purchase money with interest is paid in full crediting the respective [payments] thereon as of the time when such payments shall be made.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said parties of the second part that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition & 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 parties of the second part 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, the Consolidation Coal Company and the Hampshire & Baltimore Coal Company; and keep said boat in proper repair; & that the said party of the first part will not during the continuance of this instrument of writing, assign, transfer or set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever without the consent in writing of the said parties of the second part or their authorized agent, all of which said stipulations the said party of the first part covenants and agrees with the said parties of the second part and their assigns, to fulfill and perform, provided always that if the said company, should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading, ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip if such want of readiness to load the boat is caused by any default on the part of the said Company, or its agents; but in case of a glut of boats, or in case such default either in loading or unloading happens from any other cause than a personal default of the said Company, or its agents, then all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention.

And whereas the said party of the first part is anxious to secure unto the said parties of the second part, and their assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said parties of the second part and their assigns the regular, prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents.

Now, this Indenture Witnesseth that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said parties of the second part and their assigns the Canal Boat called "Fanny Ortman" to have and to hold the same unto the said party of the second part and its assigns forever. Provided nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said party of the first part shall well and truly pay unto the said parties of the second part or their 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 party of the first part 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 party of the first part 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 on the part of the said party of the first part to freight for the Company or person designated by the said parties of the second part or their authorized agent, 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 transfer without permission as aforesaid, 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 party of the first part, then and in either event the said parties of the second part, or their assigns or any duly authorized agent, is hereby authorized to take immediate possession of said boat & 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 to pay the expenses of such sale and advertisement and then the balance due to said parties of the second part or their assigns of said purchase money and interest, and if there be any overplus the said parties or their assigns are to pay the same to the said party of the first part. In witness whereof the said C. H. Arrington hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder

his
C. H. X Arrington {Seal}
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty second day of November 1867 before the subscriber personally appeared C. H. Arrington 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 twenty second day of November 1867 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared A. Spier, Agent of the Central Coal Mining & Manufacturing Company and Frederick Mertens, 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 and that A. Spier is the Agent of and authorized by the Central Coal Mining and Manufacturing Company to make such affidavit. In witness whereof I hereby subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 27, page 607, 9/2/1868.

At the request of the Central C. M. & M. Co. this Mortgage was recorded Sept. 2nd 1868.

This Indenture made this second day of November eighteen hundred and sixty eight between George Hughes of Allegany County, State of Maryland party of the first part and The Central Coal Mining and Manufacturing Company, of Allegany County, State of Maryland parties of the second part. Whereas the said party of the second part has this day sold to the said party of the first part the Canal Boats called "Iowa," "Ohio," "J. B. Turton" and "American Boy" at and for the sum of One thousand dollars which the said party of the first part is to pay to the said party of the second part in installments and in the manner and upon the terms hereinafter mentioned, to wit: Ten dollars per trip on each and every trip said Boats shall make from Cumberland to Georgetown, Alexandria or Washington City, until the one thousand [dollars] with interest, is fully paid, crediting the respective payments thereon as of the time when such payments shall be made.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part that the said party of the first part shall use the said Boats exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition & regularity as can be reasonably done and to receive the loads of the said Boats promptly at each trip, with the coal of such company or person as the said party of the second part 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, the Consolidation Coal Company and the Hampshire & Baltimore Coal Company; and keep said Boats in proper repair; & that the said party of the first part will not during the continuance of this instrument of writing, assign, transfer or set over or otherwise by any act or deed permit the said Boats to be assigned, transferred or set over unto any person or persons whomsoever without the consent in writing of the said party of the second part or its authorized agent, all of which said stipulations the said party of the first part covenants and agrees with the said party of the second part & its assigns, to fulfill and perform, provided always that if the said Company, should not furnish loading for said Boats within twenty four hours after the Boats have been reported by their Captain at the place of loading, ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip if such want of readiness to load the boat is caused by any default on the part of the said Company, or its agents; but in case of a glut of boats, or in case such default either in loading or unloading happens from any other cause than a personal default of the said Company, or its agents, then all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention.

And whereas the said party of the first part is anxious to secure unto the said party of the second part, and its assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said party of the second part and its assigns the regular, prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents. Now, this Indenture Witnesseth that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said party of the second part and its assigns the Canal Boats called "Ohio," "Iowa," "J. B. Turton" and "American Boy" to have and to hold the same unto the said party of the second part and its assigns forever.

Provided nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said party of the first part shall well and truly pay unto the said party of the second part or its 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 party of the first part 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 party of the first part 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 on the part of the said party of the first part to freight for the Company or person designated by the said party of the second part or its authorized agent, 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 transfer without permission as aforesaid, 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 party of the first part, then and in either event the said party of the second part, or its assigns or any duly authorized agent, is hereby authorized to take immediate possession of said boat & after ten days public notice thereof in a newspaper printed in the City of Cumberland to sell said Canal Boats at public sale as mortgagee to the highest bidder for cash or on credit, and out of the proceeds of such sale to pay the expenses of such sale and advertisement and then the balance due to said party of the second part or its assigns of said purchase money and interest, and if there be any overplus the said party or its assigns are to pay the same to the said party of the first part. In witness whereof the said George Hughes hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: J. M. Strong

George Hughes {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this second day of September 1868 before the subscriber personally appeared George 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 second day of September 1868 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared A. Spier, 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 the Agent of and authorized by the Central Coal Mining and Manufacturing Company to make such affidavit. In witness whereof I hereby subscribe my name on the day and year aforesaid.

J. M. Strong, J.P.

I hereby release the foregoing mortgage being duly authorized by the Company to do the same. Witness my hand and seal this 19th day of January 1869. A. Spier, Agent {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 28, page 233, 9/19/1868.

At the request of the C. C. M. & M. Co. this Mortgage was recorded Sept. 19th 1868.

This Indenture made this seventh day of August eighteen hundred and sixty eight between James W. Reid of Allegany County, State of Maryland party of the first part and the Central Coal Mining and Manufacturing Company [and Frederick Mertens] of Allegany County, State of Maryland parties of the second part. Whereas the said parties of the second part has this day sold to the said party of the first part the Canal Boat called "Theodore Embrey" at and for the sum of fourteen hundred and ninety five dollars which the said party of the first part is to pay to the said party of the second part in installments and in the manner and upon the terms hereinafter mentioned, to wit: forty dollars per trip for each and every trip said boat shall make from Cumberland to Georgetown, Alexandria, Washington City or any other port, until the whole of the purchase money with interest is paid in full, crediting the respective payments thereon as of the time when such payments shall have been made. And whereas it was part of said contract of purchase and sale between the said party of the first part and the said parties second part that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips both day and night 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 party of the second part 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, the Consolidation Coal Company & the Hampshire and Baltimore Coal Company, and keep said boat in proper repair, and that the said party of the first part will not during the continuance of this instrument of writing, assign or transfer or set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever without the consent in writing of the said parties of the second part or their authorized agent. All or which said stipulations the said party of the first part covenants and agrees with the said parties of the second part and their assigns, to fulfill and perform providing always that if the said Company should not furnish loading for said boat within twenty four hours after the said boat has been reported by the Captain at the place of loading ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip, if such want of readiness to load the boat is caused by any default on the part of the said Company or its agents but in case of a glut of boats or in case such default either in loading or unloading happens from any other cause than a personal default of the said Company or its agents, then all the boats carrying coal for it must take their turn in loading and unloading and no claims shall be made for such detention. And whereas the said party of the first part is anxious to secure unto the said parties of the second part, and their assigns, the regular and due payment of each and every installment of said purchase money and also to secure to the said parties of the second part, and their assigns, the regular prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents. Now this Indenture Witnesseth that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said parties of the second part and their assigns the Canal Boat called "Theodore Embrey" to have and to hold the same unto the said parties of the second part and their assigns forever. Provided nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said party of the first part shall well and truly pay unto the parties of the second part or their 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 party of the first part 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 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 party of the first part 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 on the part of the said party of the first part to freight for the Company or person designated by the said parties of the second part or their authorized agent, 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 transfer with[out] permission as aforesaid, 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 party of the first part, then and in either event the said parties of the second part, or their assigns or any duly authorized agent, 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 to pay the expenses of such sale and advertisement and then the balance due to said parties of the second part or their assigns of said purchase money and interest, and if there be any overplus the said parties or their assigns are to pay the same to the said party of the first part.

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

Teste: Andrew Gonder

J. W. Reid {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this seventh day of August 1868 before the subscriber personally appeared James W. Reid 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 August 1868 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared A. Spier, Agent for the Central Coal Mining and Manufacturing Company and Frederick Mertens, 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 and that A. Spier is the Agent of and authorized by the Central Coal Mining and Manufacturing Company to make such affidavit. In witness whereof I hereby subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 28, page 366, 12/2/1868.

At the request of the Central Coal M. & M. Co. this Mortgage was recorded Dec. 2nd 1868.

This Indenture made this twenty second day of October eighteen hundred and sixty eight between Samuel S. McMachun of Allegany County, State of Maryland party of the first part and the Central Coal Mining and Manufacturing Company and Frederick Mertens of Allegany County, State of Maryland parties of the second part. Whereas the said parties of the second part have this day sold to the said party of the first part the Canal Boat called "M. E. McMachun" at and for the sum of seventeen hundred and fifty dollars which the said party of the first part is to pay to the said parties of the second part in installments and in the manner and upon the terms hereinafter mentioned, to wit: fifty dollars per trip for each and every [trip] said boat shall make from Cumberland to Georgetown, Alexandria, or Washington City to Frederick Mertens one of the parties of the second until twelve hundred and thirty two 71/100 of the purchase money with interest is paid, after which fifty dollars per trip shall be paid to the Central Coal Mining & Manufacturing Company one of the parties of the second part until the balance of purchase money with interest is paid in full crediting the respective payments thereon as of the time such payments shall have been made. And whereas it was part of said contract of purchase and sale between the said party of the first part and the said parties second part that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City in regular trips both day and night 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 party of the second part 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, the Consolidation Coal Company and the Hampshire and Baltimore Coal Company, and keep said boat in proper repair, and that the said party of the first part will not during the continuance of this instrument of writing, assign transfer or set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever without the consent in writing of the said parties of the second part or their authorized agent. All or which said stipulations the said party of the first part covenants and agrees with the said parties of the second part and their assigns, to fulfill and perform providing always that if the said Company should not furnish loading for said boat within twenty four hours after the said boat has been reported by the Captain at the place of loading ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip, if such want of readiness to load the boat is caused by any default on the part of the said Company or its agents but in case of a glut of boats or in case such default either in loading or unloading happens from any other cause than a personal default of the said Company or its agents, then all the boats carrying coal for it must take their turn in loading and unloading and no claims shall be made for such detention. And whereas the said party of the first part is anxious to secure unto the said parties of the second part, and their assigns, the regular and due payment of each and every installment of said purchase money and also to secure to the said parties of the second part, and their assigns, the regular prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents. Now this Indenture Witnesseth that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said parties of the second part and their assigns the Canal Boat called "M. E. McMachun" to have and to hold the same unto the said parties of the second part and their assigns forever. Provided nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said party of the first part shall well and truly pay unto the parties of the second

part or their assigns the aforesaid installments of purchase money with the interest as aforesaid shall be fully paid and if the said party of the first part 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 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 party of the first part 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 on the part of the said party of the first part to freight for the Company or person designated by the said parties of the second part or their authorized [agent], 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 transfer without permission as aforesaid, 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 party of the first part, then and in either event the said parties of the second part, or their assigns or any duly authorized agent, 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 to pay first the expenses of such sale and advertisement and then the balance due to said parties of the second part or their assigns of said purchase money and interest, and if there be any overplus the said parties or their assigns are to pay the same to the said party of the first part.

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

Teste: Andrew Gonder

S. S. McMachun {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 22nd day of October 1868 before the subscriber personally appeared Samuel S. McMachun 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 October 1868 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared A. Spier, Agent for the Central Coal Mining and Manufacturing Company and Frederick Mertens, 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 and that A. Spier is the Agent of and authorized by the C. C. M. & M. Co. 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 28, page 444, 1/20/1869.

At the request of the Central C. M. & M. Co. this Mortgage was recorded Jan. 20th 1869.

This Indenture made this twentieth day of January eighteen hundred and sixty nine between George Hughes of Allegany County, State of Maryland party of the first part and the Central Coal Mining and Manufacturing Company of Allegany County, State of Maryland party of the second part. Whereas the said party of the second part has this day sold to the said party of the first part the Canal Boats called "Iowa," "Ohio," "J. B. Turton," and "American Boy" at and for the sum of twelve hundred and twenty dollars which the said party of the first part is to pay to the said party of the second part in installments and in the manner and upon the terms hereinafter mentioned, to wit: fifteen dollars per trip on each and every trip said boat shall make from Cumberland to Georgetown, Alexandria, Washington City or any other port until the twelve hundred and twenty dollars with interest is fully paid, crediting the respective payments thereon as of the time when such payments shall have been made. And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party second part that the said party of the first part shall use the said boats exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City in regular trips both day and night with as much expedition and regularity as can be reasonably done and to receive the loads of the said boats promptly at each trip with the coal of such Company or person as the said party of the second part 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, the Consolidation Coal Company and the Hampshire and Baltimore Coal Company, and keep said boat in proper repair, and that the said party of the first part will not during the continuance of this instrument of writing, assign, transfer or set over or otherwise by any act or deed permit the said boats to be assigned, transferred or set over unto any person or persons whomsoever without the consent in writing of the said party of the second part or its authorized agent. All or which said stipulations the said party of the first part covenants and agrees with the said party of the second part and its assigns, to fulfill and perform provided always that if the said Company should not furnish loading for said boats within twenty four hours after the said boats have been reported by their Captains at the place of loading ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip, if such want of readiness to load the boat is caused by any default on the part of the said Company or its agents but in case of a glut of boats or in case such default either in loading or unloading happens from any other cause than a personal default of the said Company or its agents, then all the boats carrying coal for it must take their turn in loading and unloading and no claims shall be made for such detention. And whereas the said party of the first part is anxious to secure unto the said party of the second part, and its assigns, the regular and due payment of each and every installment of said purchase money and also to secure to the said party of the second part, and its assigns, the regular prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents. Now this Indenture Witnesseth that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said party of the second part and its assigns the Canal Boats called "Iowa," "Ohio," "J. B. Turton" and "American Boy" to have and to hold the same unto the said party of the second part and its assigns forever. Provided nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said party of the first part shall well and truly pay unto the party of the second part or its 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 party of the first part

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 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 party of the first part 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 on the part of the said party of the first part to freight for the Company or person designated by the said party of the second part or its authorized agent, or in case of a failure or neglect to use all diligence, care and skill in making each trip with said boats as before mentioned, or in case said boats are not kept in proper repair, or in case of a transfer without permission as aforesaid, 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 party of the first part, then and in either event the said party of the second part, or its assigns or any duly authorized agent, is hereby authorized to take immediate possession of said boats and after ten days public notice thereof in a newspaper printed in the City of Cumberland to sell said Canal Boats at public sale as mortgagee to the highest bidder for cash or on credit, and out of the proceeds of such sale to pay the expenses of such sale and advertisement and then the balance due to said party of the second part or the assigns of said purchase money and interest, and if there be any overplus the said party or its assigns are to pay the same to the said party of the first part.

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

Teste: Andrew Gonder

George Hughes {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twentieth day of January 1869 before the subscriber personally appeared George Hughes 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 twentieth day of January 1869 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared A. Spier, 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 the Agent of and authorized by the Central Coal Mining and Manufacturing Company 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 29, page 274, 4/13/1869.

At the request of the C. C. M. & M. Co. this Mortgage was recorded April 13th 1869.

This Indenture made this fifth day of April eighteen hundred and sixty nine between William M. Hill of Allegany County, State of Maryland party of the first part and the Central Coal Mining and Manufacturing Company of Allegany County, State of Maryland party of the second part. Whereas the said party of the second part has this day sold to the said party of the first part the Canal Boat called "Albert H. Bart" at and for the sum of two thousand dollars which the said party of the first part is to pay to the said party of the second part in installments and in the manner and upon the terms hereinafter mentioned, to wit: forty dollars per trip for each and every trip said boat shall make from Cumberland to Georgetown, to Alexandria, Washington City or any other port until the entire purchase money with interest is fully paid, crediting the respective payments thereon as of the time when such payments shall have been made. And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party second part that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City in regular trips both day and night 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 party of the second part 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, the Consolidation Coal Company and the Hampshire and Baltimore Coal Company, and keep said boat in proper repair, and that the said party of the first part will not during the continuance of this instrument of writing, assign, transfer or set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever without the consent in writing of the said party of the second part or its authorized agent. All or which said stipulations the said party of the first part covenants and agrees with the said party of the second part and its assigns, to fulfill and perform provided always that if the said Company should not furnish loading for said boat within twenty four hours after the said boat has been reported by the Captain at the place of loading ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip, if such want of readiness to load the boat is caused by any default on the part of the said Company or its agents but in case of a glut of boats or in case such default either in loading or unloading happens from any other cause than a personal default of the said Company or its agents, then all the boats carrying coal for it must take their turn in loading and unloading and no claims shall be made for such detention. And whereas the said party of the first part is anxious to secure unto the said party of the second part, and its assigns, the regular and due payment of each and every installment of said purchase money and also to secure to the said party of the second part, and its assigns, the regular prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents. Now this Indenture Witnesseth that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said party of the second part and its assigns the Canal Boat called "Albert H. Bart" to have and to hold the same unto the said party of the second part and its assigns forever. Provided nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said party of the first part shall well and truly pay unto the party of the second part or its assigns the 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 party of the first part 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 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 party of the first part 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 on the part of the said party of the first part to freight for the Company or person designated by the said party of the second part or its authorized agent, or in case of a failure or neglect to use all diligence, care and skill in making each trip with said boat as before mentioned, or in case said boat is not kept in proper repair, or in case of a transfer without permission as aforesaid, 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 party of the first part, then and in either event the said party of the second part, or its assigns or any duly authorized agent, 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 to pay the expenses of such sale and advertisement and then the balance due to said party of the second part or the assigns of said purchase money and interest, and if there be any overplus the said party or its assigns are to pay the same to the said party of the first part.

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

Teste: J. B. Widener

William M. Hill {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this fifth day of April 1869 before the subscriber personally appeared William M. Hill and acknowledged the aforesaid 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 fifth day of April 1869 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared A. Spier, Agent for the Central Coal Mining and Manufacturing Company, 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 and that he is the Agent of and authorized by the Central Coal Mining and Manufacturing Company to make such affidavit. 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 29, page 277, 4/13/1869.

At the request of the Central Coal Co. this Mortgage was recorded April 13th 1869.

This Indenture made this twenty second day of March eighteen hundred and sixty nine between Joseph Kirtley of Allegany County, State of Maryland party of the first part and the Central Coal Mining and Manufacturing Company of Allegany County, State of Maryland party of the second part. Whereas the said party of the second part has this day sold to the said party of the first part the Canal Boat called "David W. Sloan" at and for the sum of two thousand dollars which the said party of the first part is to pay to the said party of the second part in installments and in the manner and upon the terms hereinafter mentioned, to wit: forty dollars per trip for the first ten trips the said boat shall make from Cumberland to Georgetown, Alexandria, or any other port, then thirty dollars per trip until said purchase money with interest is fully paid for, provided the said boat is run day and night, if _____ causes the boat to run daytime only then the trippage shall be fifty dollars for every trip so made. And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party second part that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City in regular trips both day and night 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 party of the second part 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, the Consolidation Coal Company and the Hampshire and Baltimore Coal Company, and keep said boat in proper repair, and that the said party of the first part will not during the continuance of this instrument of writing, assign or set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever without the consent in writing of the said party of the second part or its authorized agent. All or which said stipulations the said party of the first part covenants and agrees with the said party of the second part and its assigns, to fulfill and perform providing always that if the said Company should not furnish loading for said boat within twenty four hours after the said boat has been reported by the Captain at the place of loading ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip, if such want of readiness to load the boat is caused by any default on the part of the said Company or its agents but in case of a glut of boats or in case such default in loading or unloading happens from any other cause than a personal default of the said Company or its agents, then all the boats carrying coal for it must take their turn in loading and unloading and no claims shall be made for such detention. And whereas the said party of the first part is anxious to secure unto the said party of the second part, and its assigns, the regular and due payment of each and every installment of said purchase money and also to secure to the said party of the second part, and its assigns, the regular prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents. Now this Indenture Witnesseth that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said party of the second part and its assigns the Canal Boat called "David W. Sloan" to have and to hold the same unto the said party of the second part and its assigns forever. Provided nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said party of the first part shall well and truly pay unto the party of the second part or its 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 party of the first part 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 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 party of the first part 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 on the part of the said party of the first part to freight for the Company or person designated by the said party of the second part or its authorized agent, 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 transfer without permission as aforesaid, 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 party of the first part, then and in either event the said party of the second part, or its assigns or any duly authorized agent, 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 to pay the expenses of such sale and advertisement and [then] the balance due to said party of the second part or the assigns of said purchase money and interest, and if there be any overplus the said party or its assigns are to pay the same to the said party of the first part.

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

Teste: J. B. Widener

Joseph Kirtley {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty second day of March 1869 before the subscriber personally appeared Joseph Kirtley 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 twenty second day of March 1869 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared A. Spier, Agent for the Central Coal Mining and Manufacturing Company, 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 the Agent of and authorized by the Central Coal Mining and Manufacturing Company to make such affidavit. 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 29, page 279, 4/13/1869.

At the request of the C. C. M. & M. Co. this Mortgage was recorded April 13th 1869.

This Indenture made this fifth day of April (1869) eighteen hundred and sixty nine between Samuel Swain of Allegany County, State of Maryland party of the first part and the Central Coal Mining and Manufacturing Company of Allegany County, State of Maryland party of the second part. Whereas the said party of the second part has this day sold to the said party of the first part the Canal Boat called "George W. Wheeler" at and for the sum of two thousand dollars which the said party of the first part is to pay to the said party of the second part in installments and in the manner and upon the terms hereinafter mentioned, to wit: forty dollars per trip for each and every trip said boat shall make from Cumberland to Georgetown, to Alexandria, Washington City or any other port until the entire purchase money with interest is fully paid, crediting the respective payments thereon as of the time when such payments shall have been made. And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party second part that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City in regular trips both day and night 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 party of the second part 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, the Consolidation Coal Company and the Hampshire and Baltimore Coal Company, and keep said boat in proper repair, and that the said party of the first part will not during the continuance of this instrument of writing, assign, bargain or set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever without the consent in writing of the said party of the second part or its authorized agent. All or which said stipulations the said party of the first part covenants and agrees with the said party of the second part and its assigns, to fulfill and perform providing always that if the said Company should not furnish loading for said boat within twenty four hours after the said boat has been reported by the Captain at the place of loading ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip, if such want of readiness to load the boat is caused by any default on the part of the said Company or its agents but in case of a glut of boats or in case such default either in loading or unloading happens from any other cause than a personal default of the said Company or its agents, then all the boats carrying coal for it must take their turn in loading and unloading and no claims shall be made for such detention. And whereas the said party of the first part is anxious to secure unto the said party of the second part, and its assigns, the regular and due payment of each and every installment of said purchase money and also to secure to the said party of the second part, and its assigns, the regular prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents. Now this Indenture Witnesseth that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said party of the second part and its assigns the Canal Boat called "George H. Wheeler" to have and to hold the same unto the said party of the second part and its assigns forever. Provided nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said party of the first part shall well and truly pay unto the party of the second part or its assigns the 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 party of the first part 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 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 party of the first part 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 on the part of the said party of the first part to freight for the Company or person designated by the said party of the second part or its authorized agent, or in case of a failure or neglect to use all diligence, care and skill in making each trip with said boat as before mentioned, or in case said boat is not kept in proper repair, or in case of a transfer without permission as aforesaid, 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 party of the first part, then and in either event the said party of the second part, or its assigns or any duly authorized agent, 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 to pay the expenses of such sale and advertisement and then the balance due to said party of the second part or the assigns of said purchase money and interest, and if there be any overplus the said party or its assigns are to pay the same to the said party of the first part.

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

Teste: Andrew Gonder

his
Samuel X Swain {Seal}
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this fifth day of April 1869 before the subscriber personally appeared Samuel Swain 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 fifth day of April 1869 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared A. Spier, Agent for the Central Coal Mining and Manufacturing Company, 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 the Agent of and authorized by the Central Coal Mining and Manufacturing Company 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 29, page 282, 4/13/1869.

At the request of the Central C. M. & M. Co. this Mortgage was recorded April 13th 1869.

This Indenture made this third day of April eighteen hundred and sixty nine between William Nowell of Allegany County, State of Maryland party of the first part and the Central Coal Mining and Manufacturing Company of Allegany County, State of Maryland party of the second part. Whereas the said party of the second part has this day sold to the said party of the first part the Canal Boat called "Henry L. Miller" at the sum of two thousand dollars which the said party of the first part is to pay to the said party of the second part in installments and in the manner and upon the terms hereinafter mentioned, to wit: forty dollars per trip for each and every trip said boat shall make from Cumberland to Georgetown, Alexandria, Washington or any other port until the entire purchase money with interest is fully paid, crediting the respective payments as of the time when such payments shall have been made. And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party second part that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City in regular trips both day and night 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 party of the second part 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, the Consolidation Coal Company and the Hampshire and Baltimore Coal Company, and keep said boat in proper repair, and that the said party of the first part will not during the continuance of this instrument of writing, assign, bargain, set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever without the consent in writing of the said party of the second part or its authorized agent. All or which said stipulations the said party of the first part covenants and agrees with the said party of the second part and its assigns, to fulfill and perform provided also that if the said Company should not furnish loading for said boat within twenty four hours after the said boat has been reported by the Captain at the place of loading ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip, if such want of readiness to load the boat is caused by any default on the part of the said Company or its agents but in case of a glut of boats or in case such default either in loading or unloading happens from any other cause than a personal default of the said Company or its agents, then all the boats carrying coal for it must take their turn in loading and unloading and no claims shall be made for such detention. And whereas the said party of the first part is anxious to secure unto the said party of the second part, and its assigns, the regular and due payment of each and every installment of said purchase money and also to secure to the said party of the second part, and its assigns, the regular prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents. Now this Indenture Witnesseth that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said party of the second part and its assigns the Canal Boat called "Henry L. Miller" to have and to hold the same unto the said party of the second part and its assigns forever. Provided nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said party of the first part shall well and truly pay unto the party of the second part or its 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 party of the first part 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 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 party of the first part 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 on the part of the said party of the first part to freight for the Company or person designated by the said party of the second part or its authorized agent, or in case of a failure or neglect to use all diligence, care and skill in making each trip with said boat as before mentioned, or in case said boat is not kept in proper repair, or in case of a transfer without permission as aforesaid, 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 party of the first part, then and in either event the said party of the second part, or its assigns or any duly authorized agent, 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 to pay the expenses of such sale and advertisement and then the balance due to said party of the second part or the assigns of said purchase money and interest, and if there be any overplus the said party or its assigns are to pay the same to the said party of the first part.

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

Teste: Andrew Gonder

William Nowell {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 3rd day of April 1869 before the subscriber personally appeared William Nowell 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 third day of April 1869 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared A. Spier, Agent for the Central Coal Mining and Manufacturing Company, 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 the Agent of and authorized by the Central Coal Mining and Manufacturing Company 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 29, page 284, 4/13/1869.

At the request of the Central Coal Co. this Mortgage was recorded April 13th 1869.

This Indenture made this eighth day of April (1869) between Thomas O'Neal of Allegany County, State of Maryland party of the first part and the Central Coal Mining and Manufacturing Company of Allegany County, State of Maryland party of the second part. Whereas the said party of the second part has this day sold to the said party of the first part the Canal Boat called "E. E. Spielman" at and for the sum of two thousand dollars which the said party of the first part is to pay to the said party of the second part in installments and in the manner and upon the terms hereinafter mentioned, to wit: forty dollars per trip for each and every trip said boat shall make from Cumberland to Georgetown, Alexandria, Washington City or any other port until the entire purchase money with interest is fully paid, crediting the respective payments thereon as of the time when such payments shall have been made. And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party second part that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City in regular trips both day and night 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 party of the second part 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, the Consolidation Coal Company and the Hampshire and Baltimore Coal Company, and keep said boat in proper repair, and that the said party of the first part will not during the continuance of this instrument of writing, assign, transfer or set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever without the consent in writing of the said party of the second part or its authorized agent. All or which said stipulations the said party of the first part covenants and agrees with the said party of the second part and its assigns, to fulfill and perform provided always that if the said Company should not furnish loading for said boat within twenty four hours after the said boat has been reported by the Captain at the place of loading ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip, if such want of readiness to load the boat is caused by any default on the part of the said Company or its agents but in case of a glut of boats or in case such default either in loading or unloading happens from any other cause than a personal default of the said Company or its agents, then all the boats carrying coal for it must take their turn in loading and unloading and no claims shall be made for such detention. And whereas the said party of the first part is anxious to secure unto the said party of the second part, and its assigns, the regular and due payment of each and every installment of said purchase money and also to secure to the said party of the second part, and its assigns, the regular prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents. Now this Indenture Witnesseth that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said party of the second part and its assigns the Canal Boat called "E. E. Spielman" to have and to hold the same unto the said party of the second part and its assigns forever. Provided nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said party of the first part shall well and truly pay unto the party of the second part or its assigns the 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 party of the first part 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 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 party of the first part 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 on the part of the said party of the first part to freight for the Company or person designated by the said party of the second part or its authorized agent, or in case of a failure or neglect to use all diligence, care and skill in making each trip with said boat as before mentioned, or in case said boat is not kept in proper repair, or in case of a transfer without permission as aforesaid, 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 party of the first part, then and in either event the said party of the second part, or its assigns or any duly authorized agent, 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 to pay the expenses of such sale and advertisement and then the balance due to said party of the second part or the assigns of said purchase money and interest, and if there be any overplus the said party or its assigns are to pay the same to the said party of the first part.

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

Teste: J. B. Widener

Thomas O'Neal {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 8th day of April 1869 before the subscriber personally appeared Thomas O'Neal 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 8th day of April 1869 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared Andrew Spier, Agent for the Central Coal Mining and Manufacturing Company, 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 the Agent of and authorized by the said Company to make such affidavit. 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 29, page 286, 4/13/1869.

At the request of the C. C. M. & M. Co. this Mortgage was recorded April 13th 1869.

This Indenture made this fifth day of April eighteen hundred and sixty nine between Mathias Spong of Allegany County, State of Maryland party of the first part and the Central Coal Mining and Manufacturing Company of Allegany County, State of Maryland party of the second part. Whereas the said party of the second part has this day sold to the said party of the first part the Canal Boat called "Sharpsburg" at and for the sum of two thousand dollars which the said party of the first part is to pay to the said party of the second part in installments and in the manner and upon the terms hereinafter mentioned, to wit: forty dollars per trip for each and every trip said boat shall make from Cumberland to Georgetown, to Alexandria, Washington City or any other port until the entire purchase money with interest is fully paid, crediting the respective payments thereon as of the time when such payments shall have been made. And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party second part that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City in regular trips both day and night 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 party of the second part 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, the Consolidation Coal Company and the Hampshire and Baltimore Coal Company, and keep said boat in proper repair, and that the said party of the first part will not during the continuance of this instrument of writing, assign, transfer or set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever without the consent in writing of the said party of the second part or its authorized agent. All or which said stipulations the said party of the first part covenants and agrees with the said party of the second part and its assigns, to fulfill and perform provided always that if the said Company should not furnish loading for said boat within twenty four hours after the said boat has been reported by the Captain at the place of loading ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip, if such want of readiness to load the boat is caused by any default on the part of the said Company or its agents but in case of a glut of boats or in case such default either in loading or unloading happens from any other cause than a personal default of the said Company or its agents, then all the boats carrying coal for it must take their turn in loading and unloading and no claims shall be made for such detention. And whereas the said party of the first part is anxious to secure unto the said party of the second part, and its assigns, the regular and due payment of each and every installment of said purchase money and also to secure to the said party of the second part, and its assigns, the regular prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents. Now this Indenture Witnesseth that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said party of the second part and its assigns the Canal Boat called "Sharpsburg" to have and to hold the same unto the said party of the second part and its assigns forever. Provided nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said party of the first part shall well and truly pay unto the party of the second part or its assigns the 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 party of the first part 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 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 party of the first part 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 on the part of the said party of the first part to freight for the Company or person designated by the said party of the second part or its authorized agent, or in case of a failure or neglect to use all diligence, care and skill in making each trip with said boat as before mentioned, or in case said boat is not kept in proper repair, or in case of a transfer without permission as aforesaid, 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 party of the first part, then and in either event the said party of the second part, or its assigns or any duly authorized agent, 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 to pay the expenses of such sale and advertisement and then the balance due to said party of the second part or the assigns of said purchase money and interest, and if there be any overplus the said party or its assigns are to pay the same to the said party of the first part.

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

Teste: J. B. Widener

Mathias Spong {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this fifth day of April 1869 before the subscriber personally appeared Mathias Spong 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 fifth day of April 1869 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared A. Spier, Agent for the Central Coal Mining and Manufacturing Company, 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 the Agent of and authorized by the Central Coal Mining and Manufacturing Company to make such affidavit. 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 30, page 86, 9/3/1869.

At the request of the Central M. & M. Co. this Mortgage was recorded Sept. 3rd 1869.

This Indenture made this second day of September eighteen hundred and sixty nine between William Brashears of Allegany County in the State of Maryland party of the first part and the Central Coal Mining and Manufacturing Company of Allegany County, State of Maryland party of the second part. Whereas the said party of the second part has this day sold to the said party of the first part the Canal Boat called "Friendship" at and for the sum of fifteen hundred and twenty five dollars which the said party of the first part is to pay to the said party of the second part in installments and in the manner and upon the terms hereinafter mentioned, to wit: forty dollars per trip for each and every trip said boat shall make from Cumberland to Georgetown, Alexandria, Washington City or any other port, until the entire purchase money with interest is fully paid, crediting the respective payments thereon as of the time when such payments shall have been made. And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party second part that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City in regular trips both day and night 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 party of the second part 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, the Consolidation Coal Company and the Hampshire and Baltimore Coal Company, and keep said boat in proper repair, and that the said party of the first part will not during the continuance of this instrument of writing, assign, transfer or set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever without the consent in writing of the said party of the second part or its authorized agent. All or which said stipulations the said party of the first part hereby covenants and agrees with the said party of the second part and its assigns, to fulfill and perform. Provided always that if the said Company should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip, if such want of readiness to load the boat is caused by any default on the part of the said Company or its agents but in case of a glut of boats or in case such default either in loading or unloading happens from any other cause than a personal default of the said Company or its agents, then all the boats carrying coal for it must take their turn in loading and unloading and no claims shall be made for such detention. And whereas the said party [of the first part] is anxious to secure unto the said party of the second part, and its assigns, the regular and due payment of each and every installment of said purchase money and also to secure to the said party of the second part, and its assigns, the regular prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents. Now this Indenture Witnesseth that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said party of the second part and its assigns the Canal Boat called "Friendship" to have and to hold the same unto the said party of the second part and its assigns forever. Provided nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said party of the first part shall well and truly pay unto the party of the second part or its 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 party of the first part 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 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 that in case of any default upon the part of the party of the first part 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 on the part of the said party of the first part to freight for the Company or person designated by the said party of the second part or its authorized agent, or in case of a failure or neglect to use all diligence, care and skill in making each trip with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a transfer without permission as aforesaid, 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 party of the first part, then and in either event the said party of the second part, or its assigns or any duly authorized agent, 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 to pay first the expenses of such sale and advertisement and then the balance due to said party of the second part or the assigns of said purchase money and interest, and if there be any overplus the said party or its assigns are to pay the same to the said party of the first part.

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

Teste: Andrew Gonder

William Brashears {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this second day of September 1869 before the subscriber personally appeared William Brashears 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 second 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 A. Spier, Agent of the Central C. M. & M. Co., 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 and that he is the Agent of and authorized by said Company to make such affidavit. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.