

COMPILATION OF
HAMPSHIRE & BALTIMORE COAL COMPANY
CANAL BOAT MORTGAGES
1864- 1867
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 in that first volume that the following records for the Hampshire & Baltimore Coal Company were found. We suspect that the Hampshire & Baltimore Coal Company began selling coal freighting canal boats to ensure their product arrived at market. The Civil War had been waging for over three years, some canal boats had been burned by Confederate forces, some canal boats had been commandeered by Union forces and skirmishes all along the canal impeded the smooth flow of coal to Georgetown, Alexandria and Washington City. In the following mortgages the buyer was required to "use the said boat exclusively in freighting Coal," make "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." Clearly these were indentured boats in the exclusive service of the Hampshire & Baltimore Coal Company until their purchase money, with interest, was entirely paid. Even then "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 seemed to be working until after November, 1865. Then four of their boats had to be re-possessed and sold at public auction for the balance due on the purchase money. We suspect that contributed to the discontinuance of Hampshire & Baltimore Coal Company being in the retail sales of canal boats.

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.

William Bauman
Transcribed July 2012
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Hampshire & Baltimore Coal Company
Canal Boat Mortgages 1864 - 1867, Allegany County, MD

Owner's Name	Book	Page	Date Recorded	Boat's Name	Purchase Cost
Seth W. M. Buchanan	22	73	9/23/1864	Wm. A. Boyden	\$2,000
Joseph Bonner	22	132	9/23/1864	Mary Alice No. 11	\$2,000
Jesse Hill	22	140	10/6/1864	F. L. Tilghman	\$2,000
Thomas Little	22	142	10/29/1864	Mary Little	\$2,000
Michael Shannon	22	192	11/7/1864	Florence	\$1,304
George W. Spates	22	572	3/29/1865	Gen'l George Washington No. 15	\$2,500
Thomas Sammon	22	578	3/29/1865	Happy Traveler	\$1,079.34
Henry D. Carlton	22	686	4/19/1865	Asahel Willison	\$2,500
James Dunn	22	706	4/24/1865	Joseph M. Smith	\$2,500
Jesse F. Thompson	22	717	4/25/1865	W. A. Boyden	\$1,519
Albert Zeigler	23	41	5/1/1865	John Young, Junior	\$2,400
Daniel Shives	23	49	5/1/1865	Myers and Helser	\$2,500
J. M. Viers	23	54	5/8/1865	Wandering Boy	\$973.03
John W. Gatrell	23	75	6/14/1865	Lady A. Kimble	\$2,250
Elisha Bowers	23	77	6/14/1865	Myers and Hesler	\$2,212.50
James W. Conner	23	242	8/22/1865	Annie McQuade	\$1,400
Joseph Bonnet	23	253	9/22/1865	Lady of the Lake	\$2,100
Barney McQuade	23	257	9/29/1865	John G. Greenless	\$1,650
John Wright	23	259	10/12/1865	Mary H. Wright	\$2,100
William Hall	23	262	10/17/1865	Amazon	\$2,100
Thomas Donnelly	23	517	11/16/1865	Robert Emmett	\$2,100
Daniel Moriarty	24	73	11/21/1865	Ingomar	\$2,100
Jeremiah Burkholder	23	718	5/7/1866	Wm. A. Boyden	\$1,016.14
Jeremiah Halpin	23	721	5/9/1866	A. Willison	\$1,591.94
John Reinhart	24	641	8/7/1866	Ingomar	\$1,812.39
Andrew Goodwin	26	23	1/7/1867	Lady of the Lake	\$1,330.96

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

At the request of the Hampshire & Baltimore Coal Company, this Mortgage was recorded Sep. 23 1864

This Indenture made this twenty second day of September eighteen hundred and sixty four between Seth W. M. Buchanan of Allegany County, State of Maryland, party of the first part; and The Hampshire & Baltimore Coal 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 "Wm. A. Boyden" 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: For the first twelve trips made by the said boat upon the Chesapeake & Ohio Canal the sum of twenty five dollars per trip is to be paid unto the said Hampshire & Baltimore Coal Company and for all succeeding trips the sum of fifty dollars (\$50) is to be paid unto the said party of the second part until the entire amount of said purchase money is paid with interest thereon from this date crediting the respective payments thereon as of the time when such payments shall be made. And Whereas, it was 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 Central Coal Mining & Manufacturing Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company; and to 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; 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 hereby 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 payment 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 "Wm. A. Boyden" 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 hereinbefore provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect upon the part of the said 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 pay first 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 on 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 Seth W. M. Buchanan hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Test: J. B. Widener

Seth W. M. Buchanan {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 22nd of September 1864 before the subscriber personally appeared Seth W. M. Buchanan 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 22nd day of September 1864, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Anthony Kean, agent of the said party of the second part, 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 hereunto subscribe my name on the day and year aforesaid.

J. B. Widener, (J.P.)

I hereby, as agent of the Hampshire & Baltimore Coal Company, release the above mortgage. Witness my hand and seal this 25th day of April in the year 1865.

A. Kean {Seal}
Agent of Hampshire & Balto. Co.

Allegany County Courthouse, Cumberland, MD, Deed Book 22, p 132, 9/23/1864.

At the request of the Hampshire & Baltimore Coal Company, this Mortgage was recorded Sep. 23 1864

This Indenture made this twenty second day of September eighteen hundred and sixty four between Joseph Bonner of Allegany County, State of Maryland, party of the first part; and The Hampshire & Baltimore Coal 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 Alice No. 11" 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: For the first twelve trips made by the said boat upon the Chesapeake & Ohio Canal the sum of twenty five dollars per trip is to be paid unto the said Hampshire & Baltimore Coal Company and for all succeeding trips the sum of fifty dollars (\$50) is to be paid unto the said party of the second part until the entire amount of said purchase money is paid with interest thereon from this date crediting the respective payments thereon as of the time when such payments shall be made.

And Whereas, it was 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 Central Coal Mining & Manufacturing Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company; and to 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; 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 hereby 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 "Mary Alice" 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 upon 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 pay first 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 on 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 Bonner hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Test: J. B. Widener

his
Joseph X Bonner {Seal}
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty second day of September 1864 before the subscriber personally appeared Joseph Bonner 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 September 1864, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Anthony Kean, agent of the said party of the second part, 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 hereunto subscribe my name on the day and year aforesaid.

J. B. Widener, (J.P.)

Allegany County Courthouse, Cumberland, MD, Deed Book 22, p 140, 10/6/1864.

At the request of the Hampshire & Baltimore Coal Company, this Mortgage was recorded Oct. 6, 1864

This Indenture made this thirtieth day of September eighteen hundred and sixty four between Jesse Hill of Allegany County, State of Maryland, party of the first part; and The Hampshire & Baltimore Coal 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. L. Tilghman" 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: For the first eight trips made by the said boat upon the Chesapeake & Ohio Canal the sum of seventy five dollars per trip is to be paid unto the said Hampshire & Baltimore Coal Company and for all succeeding trips the sum of fifty dollars is to be paid unto the said party of the second part until the entire amount of said purchase money is paid with interest thereon from this date crediting the respective payments thereon as of the time when such payments shall be made.

And Whereas, it was 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 Central Coal Mining & Manufacturing Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company; and to 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; 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 hereby 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 "F. L. Tilghman" 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 upon 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 pay first 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 on 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 Jesse Hill hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Test: J. M. Strong

Jesse Hill {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this thirtieth day of September 1864 before the subscriber personally appeared Jesse Hill 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 thirtieth day of September 1864, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Anthony Kean, agent of the said party of the second part, 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 it to make such affidavit.

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

J. M. Strong, (J.P.)

Allegany County Courthouse, Cumberland, MD, Deed Book 22, p 142, 10/29/1864.

At the request of the Hampshire & Baltimore Coal Company, this Mortgage was recorded Oct. 29, 1864

This Indenture made this twenty eighth day of October eighteen hundred and sixty four between Thomas Little of Allegany County, State of Maryland, party of the first part; and The Hampshire & Baltimore Coal 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 Little" 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: For the first twelve trips (12) made by the said boat upon the Chesapeake & Ohio Canal the sum of seventy five dollars per trip is to be paid unto the said Hampshire & Baltimore Coal Company and for all succeeding trips the sum of fifty dollars is to be paid unto the said party of the second part until the entire amount of said purchase money is paid with interest thereon from this date crediting the respective payments thereon as of the time when such payments shall be made.

And Whereas, it was 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 Central Coal Mining & Manufacturing Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company; and to 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; 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 hereby 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 "Mary Little" 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 upon 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 pay first 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 on 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 Little hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Test: Henry McKeon

Thomas Little {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty eighth of October 1864 before the subscriber personally appeared Thomas Little and acknowledged the foregoing instrument to be his act and deed.

Henry McKeon (J.P.)

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified, that on this twenty eighth day of October 1864, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Anthony Kean, agent of the said party of the second part, 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 hereunto subscribe my name on the day and year aforesaid.

Henry McKeon, (J.P.)

Allegany County Courthouse, Cumberland, MD, Deed Book 22, p 192, 11/7/1864.

At the request of the Hampshire & Baltimore Coal Company, this Mortgage was recorded Nov 7, 1864

This Indenture made this seventh day of November eighteen hundred and sixty four between Michael Shannon of Allegany County, State of Maryland, party of the first part; and The Hampshire & Baltimore Coal 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 "Florence" at and for the sum of thirteen hundred and 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: the sum of fifty dollars is to be paid unto the said party of the second part for each and every trip upon the Chesapeake & Ohio Canal for the first ten trips, and during all the succeeding trips the sum of twenty five dollars is to be paid, until the entire amount of said purchase money is paid with interest, crediting the respective payments thereon.

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 Central Coal Mining & Manufacturing Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company; and to 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; 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 hereby 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 "Florence" 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 upon 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 pay first 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 on 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 Michael Shannon hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Test:

Michael Shannon {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this seventh of November 1864 before the subscriber personally appeared Michael Shannon 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 seventh 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 Anthony Kean, agent of the Hampshire & Baltimore Coal 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 it 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 22, p 572, 3/29/1865.

At the request of the Hampshire & Baltimore Coal Company, this Mortgage was recorded Mar 29, 1865

This Indenture made this twenty fourth day of March eighteen hundred and sixty five between George W. Spates of Allegany County, State of Maryland, party of the first part; and The Hampshire & Baltimore Coal 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 "Gen'l George Washington No. 15" at and for the sum of twenty five 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: for the first twelve (12) trips made by said boat upon the Chesapeake & Ohio Canal the sum of seventy five dollars per trip is to be paid unto the said Hampshire & Baltimore Coal Company, for all succeeding trips the sum of fifty dollars is to be paid unto the said party of the second part, until the entire amount of said purchase money is paid with interest thereon from the first of April in the year 1865, 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 Central Coal Mining & Manufacturing Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company; and to 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; 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 hereby 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 "Gen'l George Washington No. 15" 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 upon 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 pay first 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 on 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 W. Spates hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Test: Andrew Gonder

George W. Spates {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty fourth of March 1865 before the subscriber personally appeared George W. Spates 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 March 1865, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Anthony Kean, agent of the Hampshire & Baltimore Coal 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 it to make such affidavit.

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

Andrew Gonder, (J.P.)

I hereby release the within mortgage. Witness my hand and seal this 9th May 1867.

Witness: Chas. H. Beam

A. Kean, Agent {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 22, p 578, 3/29/1865.

At the request of the Hampshire & Baltimore Coal Company, this Mortgage was recorded Mar 29, 1865

This Indenture made this twenty seventh day of March eighteen hundred and sixty five between Thomas Sammon of Allegany County, State of Maryland, party of the first part; and Hampshire & Baltimore Coal 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 "Happy Traveler" at and for the sum of one thousand and seventy nine 34/100 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: for each and every trip made by the said boat upon the Chesapeake & Ohio Canal the sum of twenty five dollars per trip is to be paid unto the said party of the second part, until the entire amount of said purchase money is paid with interest thereon from 1st April 1865, 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 Central Coal Mining & Manufacturing Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company; and to 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 hereby 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 "Happy Traveler" 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 upon 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 pay first 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 on 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 Sammon hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Test: Andrew Gonder

Thomas Sammon {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty seventh of March 1865 before the subscriber personally appeared Thomas Sammon and acknowledged the foregoing instrument to be his act and deed.

Andrew Gonder (J.P.)

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified, that on this twenty seventh 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 Anthony Kean, agent of the Hampshire & Baltimore Coal 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 it 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 22, p 686, 4/19/1865.

At the request of the Hampshire & Baltimore Coal Co., this Mortgage was recorded April 19, 1865

This Indenture made this twelfth day of April eighteen hundred and sixty five between Henry D. Carlton of Allegany County, State of Maryland, party of the first part; and The Hampshire & Baltimore Coal 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 "Asahel Willison" at and for the sum of twenty five 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: for the first twelve (12) trips made by said boat on the Chesapeake & Ohio Canal the sum of seventy five dollars per trip is to be paid unto the Hampshire and Baltimore Coal Company, and for all succeeding trips the sum of fifty dollars is to be paid unto the said party of the second part, until the entire amount of said purchase money is paid with interest thereon 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 & 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, 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 hereby 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 "Asahel Willison" 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 upon 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 pay first 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 on 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 D. Carlton hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Test:

Henry D. Carlton {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 12th of April 1865 before the subscriber personally appeared Henry D. Carlton 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 12th day of April 1865, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Anthony Kean, agent of the Hampshire & Baltimore Coal 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 it to make such affidavit.

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

J. B. Widener, (J.P.)

I hereby release the within mortgage this 9th day of May 1866.

Test: H. Resley, Clerk

A. Kean, Agent

Allegany County Courthouse, Cumberland, MD, Deed Book 22, p 706, 4/24/1865.

At the request of the Hampshire & Baltimore Coal Co., this Mortgage was recorded April 24, 1865

This Indenture made this twenty first day of April eighteen hundred and sixty five between James Dunn of Allegany County, State of Maryland, party of the first part; and The Hampshire & Baltimore Coal 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 M. Smith" at and for the sum of twenty five 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: for the first twelve (12) trips made by said boat on the Chesapeake & Ohio Canal the sum of seventy five dollars per trip is to be paid unto the said Hampshire and Baltimore Coal Company, and for all succeeding trips the sum of fifty dollars is to be paid unto the said party of the second part, until the entire amount of said purchase money is paid with interest thereon 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 & 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, 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 hereby 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 "Joseph M. Smith" 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 upon 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 pay first 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 on 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 Dunn hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Test:

James Dunn {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty first of April 1865 before the subscriber personally appeared James Dunn 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 first day of April 1865, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Anthony Kean, agent of the Hampshire & Baltimore Coal 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 it 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 22, p 717, 4/25/1865.

At the request of the Hampshire & Baltimore Coal Co., this Mortgage was recorded April 25, 1865

This Indenture made this twenty fifth day of April eighteen hundred and sixty five between Jesse F. Thompson of Allegany County, State of Maryland, party of the first part; and The Hampshire & Baltimore Coal 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. A. Boyden" at and for the sum of fifteen hundred and nineteen 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: for the first six trips made by said boat on the Chesapeake & Ohio Canal the sum of seventy five dollars per trip is to be paid unto the said Hampshire and Baltimore Coal Company, and for all succeeding trips the sum of fifty dollars is to be paid unto the said party of the second part, until the entire amount of said purchase money is paid with interest thereon 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 & 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, 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 hereby 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. A. Boyden" 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 upon 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 pay first 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 on 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 Jesse F. Thompson hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Test:

J. F. Thompson {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty fifth of April 1865 before the subscriber personally appeared Jesse F. Thompson 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 fifth day of April 1865, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Anthony Kean, agent of the Hampshire & Baltimore Coal 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 it 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 23, p 41, 5/1/1865.

At the request of the Hampshire & Baltimore Coal Co., this Mortgage was recorded May 1, 1865

This Indenture made this 28th day of April eighteen hundred and sixty five between Albert Zeigler of Allegany County, State of Maryland, party of the first part; and The Hampshire & Baltimore Coal 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 Young, Junior" at and for the sum of twenty four 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: for the first twelve (12) trips made by said boat on the Chesapeake & Ohio Canal the sum of seventy five dollars per trip is to be paid unto the said Hampshire and Baltimore Coal Company, and for all succeeding trips the sum of fifty dollars is to be paid unto the said party of the second part, until the entire amount of said purchase money is paid with interest thereon 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 & 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, 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 hereby 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 Young, Junior" 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 upon 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 pay first 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 on 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 Albert Zeigler hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Test: J. B. Widener

Albert Zeigler {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 24th day of April 1865 before the subscriber personally appeared Albert Zeigler 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 24th day of April 1865, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Anthony Kean, agent of the Hampshire & Baltimore Coal 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 it 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 23, p 49, 5/1/1865.

At the request of the Hampshire & Baltimore Coal Co., this Mortgage was recorded May 1, 1865

This Indenture made this first day of May eighteen hundred and sixty five between Daniel Shives of Allegany County, State of Maryland, party of the first part; and The Hampshire & Baltimore Coal 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 "Myers and Helsler" at and for the sum of twenty five 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: for the first (12) twelve trips made by said boat upon the Chesapeake & Ohio Canal the sum of seventy five dollars per trip is to be paid unto the said Hampshire and Baltimore Coal Company, and for all succeeding trips the sum of fifty dollars is to be paid unto the said Company, until the entire amount of said purchase money is paid with interest thereon 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 & 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, 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 hereby 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 "Myer and Helsler" 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 upon 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 pay first 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 on 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 Daniel Shives hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Test: J. B. Widener

Daniel Shives {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this first day of May 1865 before the subscriber personally appeared Daniel Shives 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 first day of May 1865, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Anthony Kean, agent of the Hampshire & Baltimore Coal 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 it to make such affidavit.

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

J. B. Widener, (J.P.)

I hereby release the within mortgage this 18th day of May 1866. Witness my hand and seal.

Test: H. Resley

A. Kean, Agent {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 23, p 54, 5/8/1865.

At the request of the Hampshire & Baltimore Coal Co., this Mortgage was recorded May 8, 1865

This Indenture made this twenty second day of April eighteen hundred and sixty five between J. M. Viers of Allegany County, State of Maryland, party of the first part; and The Hampshire & Baltimore Coal 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 "Wandering Boy" at and for the sum of nine hundred and seventy three 03/100 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: for each and every trip made by said boat on the Chesapeake & Ohio Canal the sum of seventy five dollars per trip is to be paid unto the said Hampshire and Baltimore Coal Company, until the entire amount of said purchase money is paid with interest thereon 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 & 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, 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 hereby 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 "Wandering 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 upon 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 pay first 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 on 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 J. M. Viers hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Test: Andrew Gonder

J. M. Viers {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this eighth day of May 1865 before the subscriber personally appeared J. M. Viers 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 eighth day of May 1865, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Anthony Kean, agent of the Hampshire & Baltimore Coal 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 it 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 23, p 75, 6/14/1865.

At the request of the Hampshire & Baltimore Coal Co., this Mortgage was recorded June 14, 1865

This Indenture made this tenth day of June eighteen hundred and sixty five between John W. Gatrell of Allegany County, State of Maryland, party of the first part; and The Hampshire & Baltimore Coal 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 "Lady A. Kimble" at and for the sum of twenty two 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: for each and every trip made by said boat on the Chesapeake & Ohio Canal the sum of fifty dollars per trip is to be paid unto the said party of the second part, until the entire amount of said purchase money is paid with interest thereon 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 & 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, 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 hereby 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 "Lady A. Kimble" 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 upon 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 pay first 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 on 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 W. Gatrell hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Test: J. B. Widener

John W. Gatrell {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this day of June 1865 before the subscriber personally appeared John W. Gatrell 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 day of June 1865, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Anthony Kean, agent of the Hampshire & Baltimore Coal 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 it 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 23, p 77, 6/14/1865.

At the request of the Hampshire & Baltimore Coal Co., this Mortgage was recorded June 14, 1865

This Indenture made this twelfth day of June eighteen hundred and sixty five between Elisha Bowers of Allegany County, State of Maryland, party of the first part; and The Hampshire & Baltimore Coal 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 "Myers and Helser" at and for the sum of twenty two hundred and twelve 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: for the first three trips made by the said boat upon the canal the sum of seventy five dollars per trip is to be paid unto the said party of the second part and for all succeeding trips the sum of fifty dollars per trip is to be paid, until the entire amount of said purchase money is paid with interest thereon 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 & 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, 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 hereby 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 "Myers and Helser" 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 upon 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 pay first 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 on 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 Elisha Bowers hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Test: J. B. Widener

Elisha Bowers {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 12th day of June 1865 before the subscriber personally appeared Elisha Bowers 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 12th day of June 1865, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Anthony Kean, agent of the Hampshire & Baltimore Coal 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 it to make such affidavit.

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

J. B. Widener, (J.P.)

I hereby release the within mortgage this 18th day of May 1866. Witness my hand and seal.

Test: H. Resley

A. Kean, Agent {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 23, p 242, 8/22/1865.

At the request of the H. & B. Coal Co., this Mortgage was recorded August 22, 1865

This Indenture made this twenty first day of August eighteen hundred and sixty five between James W. Conner of Allegany County, State of Maryland, party of the first part; and Barney McQuade & The Hampshire & Baltimore Coal Company 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 "Annie McQuade" at and for the sum of fourteen 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: for each and every trip made by the said boat on the Chesapeake and Ohio Canal the sum of fifty dollars per trip is to be paid unto the said Barney McQuade until the sum of seven hundred dollars is paid unto him crediting the respective payments as of the time when they are paid and after the payment of seven hundred dollars unto the said Barney McQuade as above described, then for each and every trip the sum of fifty dollars per trip unto the said Hampshire & Baltimore Coal Company, until the sum of seven hundred dollars is paid crediting the payments as of the time when they shall be made, it is also agree that the above sum of fourteen hundred dollars shall carry interest of ___ 14th August 1865.

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 Hampshire & Baltimore Coal Co. 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 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, 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 Hampshire & Baltimore Coal Co. 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 Hampshire & Baltimore Coal Co. 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 hereby 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, 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 parties of the second part and its assigns, the Canal Boat called "Annie McQuade" 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 upon the part of the said party of the first part to freight for the company or person designated by the said Hampshire & Baltimore Coal Co. 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 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 on 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 J. W. Conner hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Test: Andrew Gonder

J. W. Conner {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty first of August 1865 before the subscriber personally appeared J. W. Conner 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 August 1865, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Anthony Kean, agent of the Hampshire & Baltimore Coal 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 it to make such affidavit. In Witness Whereof, I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, (J.P.)

I hereby release the within mortgage as Agent for Hampshire & Balto. Coal Co. this 9th day of May 1867.

Witness: Chas. Bean

A. Kean, Agent {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 23, p 253, 9/22/1865.

At the request of the Hamp. & Balto. Coal Co., this Mortgage was recorded Sept. 22, 1865

This Indenture made this twenty first day of September eighteen hundred and sixty five between Joseph Bonnet of Allegany County, State of Maryland, party of the first part; and The Hampshire & Baltimore Coal 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 "Lady of the Lake" at and for the sum of twenty one 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: for the first (12) twelve trips made by the said boat on the Chesapeake & Ohio Canal the sum of seventy five dollars per trip is to be paid unto the said Hampshire and Baltimore Coal Company and for all succeeding trips the sum of fifty dollars per trip is to be paid unto the said Hampshire & Baltimore Coal Company, until the entire amount of said purchase money with interest thereon from the date hereof, 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 Central Coal Mining & Manufacturing Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Co.; 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; 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 hereby 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 "Lady of the Lake" 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 upon 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 pay first 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 on 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 Bonnet hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Test: J. B. Widener

his
Joseph X Bonnet {Seal}
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty first of September 1865 before the subscriber personally appeared Joseph Bonnet 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 first day of September 1865, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Anthony Kean, agent of the said Hampshire & Baltimore Coal Co., 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 hereunto subscribe my name on the day and year aforesaid.

J. B. Widener, (J.P.)

I hereby release the above mortgage. Witness my hand and seal this 10th day of Jan. 1867.

A. Kean, Agent Hamp. & Balto. C. Co.

Allegany County Courthouse, Cumberland, MD, Deed Book 23, p 257, 9/29/1865.

At the request of the Hampshire & Balt. Coal Co., this Mortgage was recorded Sept. 29, 1865

This Indenture made this 27th day of September eighteen hundred and sixty five between Barney McQuade of Allegany County, State of Maryland, party of the first part; and The Hampshire & Baltimore Coal 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 G. Greenless" at and for the sum of sixteen 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: for each and every trip made by said boat upon the Chesapeake & Ohio Canal the sum of fifty dollars per trip is to be paid unto the said Hampshire & Baltimore Coal Company until the entire amount of said purchase money is paid with interest thereon from the date hereof, crediting the respective payments thereon as of the date and 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 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, 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 hereby 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 G. Greenless" 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 upon 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 pay first 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 on 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 Barney McQuade hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Test: Andrew Gonder

his
Barney X McQuade {Seal}
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty seventh of September 1865 before the subscriber personally appeared Barney McQuade and acknowledged the foregoing instrument to be his act and deed.

Andrew Gonder (J.P.)

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified, that on this twenty seventh day of September 1865, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Anthony Kean, agent of the Hampshire & Baltimore Coal 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 it 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 23, p 259, 10/12/1865.

At the request of the Hampshire & Balt. Coal Co., this Mortgage was recorded Oct. 12, 1865

This Indenture made this ninth day of October eighteen hundred and sixty five between John Wright of Allegany County, State of Maryland, party of the first part; and Hampshire & Baltimore Coal 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 H. Wright" at and for the sum of twenty one 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: for the first (12) twelve trips made by said boat upon the Chesapeake & Ohio Canal the sum of sixty dollars per trip is to be paid by the said party of the first part unto the said party of the second part and for each and every trip thereafter the sum of fifty dollars per trip is to be paid per trip, until the aforesid purchase money is paid with interest thereon from date hereof, crediting the respective payments thereon as of the date when the samr 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 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, 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 hereby 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 "Mary H. Wright" 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 upon 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 pay first 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 on 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 Wright hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Test: J. B. Widener

John Wright {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this ninth of October 1865 before the subscriber personally appeared John Wright 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 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 Anthony Kean, agent of the Hampshire & Baltimore Coal 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 it 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 23, p 262, 10/17/1865.

At the request of the Hampshire & Balt. Coal Co., this Mortgage was recorded Oct. 17, 1865

This Indenture made this seventeenth day of October eighteen hundred and sixty five between William Hall of Allegany County, State of Maryland, party of the first part; and The Hampshire & Baltimore Coal 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 "Amazon" at and for the sum of twenty one 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: for the first twelve (12) trips made by the said boat upon the Chesapeake and Ohio Canal the sum of seventy five dollars per trip is to be paid unto the said Hampshire & Baltimore Coal Company and for all succeeding trips the sum of fifty dollars is to be paid to said Company, until the entire amount of said purchase money is paid with interest thereon 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 & 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, 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 hereby 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 "Amazon" 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 upon 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 pay first 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 on 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 Hall hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Test:

William Hall {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this seventeenth of October 1865 before the subscriber personally appeared William Hall 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 seventeenth 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 Kean, agent of the Hampshire & Baltimore Coal 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 it 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 23, p 517, 11/16/1865.

At the request of the Hampshire & Balt. C. Co., this Mortgage was recorded November 16, 1865

This Indenture made this sixteenth day of November eighteen hundred and sixty five between Thomas Donnelly of Allegany County, State of Maryland, party of the first part; and The Hampshire & Baltimore Coal 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 "Robert Emmett" at and for the sum of twenty one 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: for the first twelve trips made by said boat upon the Chesapeake and Ohio Canal the sum of seventy five dollars per trip is to be paid unto the said party of the second part and for each and every trip thereafter the sum of fifty dollars is to be paid, until the entire amount of said purchase money is paid with interest thereon from date, crediting the respective payments thereon as of the dates they 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 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, 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 hereby 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 "Robert Emmett" 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 upon 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 pay first 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 on 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 Donnelly hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Test: J. B. Widener

Thomas Donnelly {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this sixteenth of November 1865 before the subscriber personally appeared Thomas Donnelly 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 sixteenth 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 Anthony Kean, agent of the Hampshire & Baltimore Coal Company, 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 hereunto subscribe my name on the day and year aforesaid.

J. B. Widener, (J.P.)

Allegany County Courthouse, Cumberland, MD, Deed Book 24, p 73, 11/21/1865.

At the request of the Hampshire & Balt. Coal Company, this Mortgage was recorded Nov. 21, 1865

This Indenture made this twentieth day of November eighteen hundred and sixty five between Daniel Moriarty of Allegany County, State of Maryland, party of the first part; and The Hampshire & Baltimore Coal 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 "Ingomar" at and for the sum of twenty one 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: for the first (12) twelve trips made by said boat upon the Chesapeake and Ohio Canal the sum of seventy five dollars per trip is to be paid unto the said party of the second part and for each and every trip thereafter the sum of fifty dollars is to be paid, until the entire amount of said purchase money is paid with interest thereon from date, crediting the respective payments as of the dates they 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 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, 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 hereby 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 " Ingomar " 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 upon 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 pay first 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 on 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 Daniel Moriarty hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Test: Andrew Gonder

Daniel Moriarty {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twentieth of November 1865 before the subscriber personally appeared Daniel Moriarty 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 twentieth 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 Anthony Kean, agent of the Hampshire & Baltimore Coal Company, the mortgagee in the foregoing mortgage, and made oath on the Holy Evangelical of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide, as herein set forth, and that he is the Agent of and authorized by it 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 23, p 718, 5/7/1866.

At the request of the Hampshire & Baltimore Coal Company, this Mortgage was recorded May 7, 1866

This Indenture made this seventh day of May eighteen hundred and sixty six between Jeremiah Burkholder of Allegany County, State of Maryland, party of the first part; and The Hampshire & Baltimore Coal 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 "Wm. A. Boyden" at and for the sum of ten hundred and sixteen 14/100 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: for each and every trip made by said boat upon the Chesapeake and Ohio Canal the sum of fifty dollars per trip is to be paid to the said party of the second part, until the whole amount of the purchase money aforesaid with interest thereon from date is paid, crediting the respective payments thereon as of the respective dates at which they 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 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, 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 hereby 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 "Wm. A. Boyden" 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 upon 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 pay first 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 on 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 Burkholder hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Test: J. B. Widener

Jeremiah Burkholder {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this seventh day of May 1866 before the subscriber personally appeared Jeremiah Burkholder 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 seventh 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 Anthony Kean, agent of the Hampshire & Baltimore Coal Company, 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 hereunto subscribe my name on the day and year aforesaid.

J. B. Widener, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 23, p 721, 5/9/1866.

At the request of the Hampshire & Baltimore Coal Company, this Mortgage was recorded May 9, 1866

This Indenture made this eighth day of May eighteen hundred and sixty six between Jeremiah Halpin of Allegany County, State of Maryland, party of the first part; and The Hampshire & Baltimore Coal 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 "A. Willison" at and for the sum of fifteen hundred and ninety one 94/100 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: for each and every trip made by said boat upon the Chesapeake and Ohio Canal the sum of fifty dollars per trip is to be paid unto the said Hampshire & Baltimore Coal Company, until the entire amount of said purchase money is paid with interest thereon, 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 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, 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 hereby 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 "A. Willison" 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 upon 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 pay first 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 on 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 Halpin hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Test: J. B. Widener

Jeremiah Halpin {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this eighth day of May 1866 before the subscriber personally appeared Jeremiah Halpin 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 eighth 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 Anthony Kean, agent of the Hampshire & Baltimore Coal Company, 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 hereunto subscribe my name on the day and year aforesaid.

J. B. Widener, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 24, p 641, 8/7/1866.

At the request of the Hampshire & Balt. Coal Company, this Mortgage was recorded Aug. 7, 1866

This Indenture made this seventh day of August eighteen hundred and sixty six between John Reinhart of Allegany County, State of Maryland, party of the first part; and The Hampshire & Baltimore Coal 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 "Ingomar" at and for the sum of one thousand eight hundred & twelve $\frac{39}{100}$ 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: for every trip made by said boat upon the Chesapeake and Ohio Canal the sum of fifty dollars per trip is to be paid unto the said party of the second part, until the entire amount of said purchase money with interest thereon from date is paid, crediting the respective payments as of the date they 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 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, 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 hereby 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 "Ingomar" 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 upon 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 pay first 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 on 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 Reinhart hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Test: Andrew Gonder

John Reinhart {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this seventh of August 1866 before the subscriber personally appeared John Reinhart 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 1866, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Anthony Kean, agent of the Hampshire & Baltimore Coal Company, the mortgagee in the foregoing mortgage, and made oath on the Holy Evangelical of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide, as herein set forth, and that he is the Agent of and authorized by it 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, p 23, 1/7/1867.

At the request of the Hampshire & Baltimore Coal Co., this Mortgage was recorded Jan. 7, 1867.

This Indenture made this first day of January eighteen hundred and sixty seven between Andrew Goodwin of Allegany County, State of Maryland, party of the first part; and The Hampshire & Baltimore Coal 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 "Lady of the Lake" at and for the sum of thirteen hundred & thirty 96/100 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: for every trip made by said boat upon the Chesapeake and Ohio Canal the sum of fifty dollars per trip is to be paid unto the said Hampshire & Baltimore Coal Company until the entire amount of said purchase money with interest thereon from the date hereof, 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 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, 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 hereby 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 "Lady of the Lake" 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 upon 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 pay first 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 on 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 Goodwin hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Test: J. B. Widener

Andrew Goodwin {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this seventh of January 1867 before the subscriber personally appeared Andrew Goodwin 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 the seventh day of January 1867, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Anthony Kean, agent of the Hampshire & Baltimore Coal Company, the mortgagee in the foregoing mortgage, and made oath on the Holy Evangelical of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide, as herein set forth, and that he is the Agent of and authorized by it to make such affidavit.

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

J. B. Widener, J.P.