

COMPILATION OF
BARNEY McQUADE
CANAL BOAT & OTHER MORTGAGES
1865- 1881
ALLEGANY COUNTY, MD

Compiled by
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A. PREFACE

After some research in the Allegany County Courthouse records, the General Index to Miscellaneous Instruments (Vol. A to J and Vol. K to Z) was found and it was in that second volume that the following records were found. They are not all of canal boat mortgages nevertheless they have been compiled as an example of the life and times of this individual over fifteen years. The family has contacted me regarding the spelling of Barney's last name and in deference to their wishes and for consistency in this report it has always been: McQuade.

There is some duplication with other compilations because Barney McQuade did buy canal boats from Frederick Mertens and Doerner & Bender, for example. Barney McQuade was not a boat builder. He bought mules, got in trouble with the law, and freighted coal; all part of life in Cumberland during those times. Then in 1881 he moved from Cumberland, Md. to Washington, D.C. where he bought another canal boat on the installment plan. We have no family history on Barney McQuade.

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

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September 2012
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Barney McQuade Mortgages 1865 - 1881, Allegany County, MD

Seller's Name	Book	Page	Date Rec.	Boat's Name	Cost
Hampshire & Baltimore Coal Co.	23	257	9/29/1865	John G. Greenless	\$1,650
Weyand Doerner	24	381	5/11/1866	Star of Cumberland	\$1,600
Joseph Hill	24	582	7/23/1866	1 Mule	\$90
Andrew Goodman & John Morrissey	25	71	10/2/1866	J. C. Heiston	\$500 Bond
Alexander Sloan	25	250	11/22/1866	J. C. Heiston	\$208.42
William Young	26	105	3/11/1867	5 mules	\$110
Susan Taffel	30	652	2/4/1870	4 Mules	\$300
Samuel & Catherine Miles	30	671	2/4/1870	4 Mules	\$600
Frederick Mertens	35	222	11/11/1871	Thomas Stackpole	\$1,700
Doerner & Bender	35	379	11/1/1871	A. L. Miller	\$1,800
Ann E. McQuade	35	371	11/27/1872	Lot No. 14	\$2
Ann E. McQuade	37	372	11/27/1872	A. L. Miller 5 Mules Thomas Stackpole 5 Mules Ann E. McQuade 5 Mules	\$5
Frisby L. Tilghman	40	81	7/21/1873	Thomas Stackpole	\$1,525.72
William Young	39	498	8/30/1873	Ann E. McQuade	\$1,900
Frisby L. Tilghman	40	81	8/2/1873	Thomas Stackpole 5 Mules	\$1,524.23
Frisby L. Tilghman	40	127	9/11/1873	Thomas Stackpole 5 Mules	\$1,525.75
Weld & Sheridan	41	661	8/6/1874	H. B. Rohrback	\$1,600
James M. Lannon	42	387	4/15/1874	Ann E. McQuade 5 Mules	\$700
James E. Keech	48	575	5/18/1877	A. L. Miller 5 Mules	\$400
Benjamin M. Millison	56	283	3/19/1881	2 Mules	\$400
Felix Bareis & Michael Rossworm	56	690	7/7/1881	Robert Callahan	\$1,200
Felix Bareis & Michael Rossworm	57	111	11/1/1881	A. B. Wolfe	\$1,400

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 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 24, p 381, 5/11/1866.

At the request of Weyand Doerner this Mortgage was recorded May 11th, 1866.

This Indenture made this 16th day of November in the year of our Lord 1866 between Weyand Doerner of Allegany County, in the State of Maryland, of the first part, and Bernard McQuade of Allegany County, in the State of Maryland of the second part. Witnesseth, Whereas the said Weyand Doerner has this day sold to the said Bernard McQuade the Canal Boat called "Star of Cumberland," at for the sum of Sixteen hundred dollars, with interest from the first day of April 1866, which the said Bernard McQuade is to pay unto the said Weyand Doerner and his assigns, in installments of fifty dollars each for all the trips made by said boat from Cumberland to Georgetown, Alexandria, or Washington City until the entire purchase money is paid, with interest, 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 that the said Bernard McQuade shall use the said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedience and regularity as can be reasonably done, and receive the loads of said boat promptly at each trip, with the coal of such company or person as said Doerner or his assigns shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Allegany Mining Company, and such other companies as are now shipping coal from Cumberland on the Chesapeake and Ohio Canal to Georgetown, Alexandria and Washington City, and to keep said boat in proper repair; all of which said stipulations the said Bernard McQuade hereby covenants and agrees with the said Weyand Doerner and his assigns. And Whereas the said Bernard McQuade is anxious to secure unto the said Weyand Doerner, and his assigns, the regular and due payment of each and every installment of said purchase money, and also to secure the said Doerner, and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said Bernard McQuade is willing to execute these presents. Now, this Indenture Witnesseth, that the said Bernard McQuade, for and in consideration of the premises, hath granted, bargained and sold unto the said Weyand Doerner, the Canal Boat called "Star of Cumberland," to have and to hold the same, forever. Provided Nevertheless, that if the said Bernard McQuade shall well and truly pay unto the said Weyand Doerner, or his assigns, the aforesaid installments of purchase money, with interest, upon each and every trip as aforesaid until the whole, shall be fully paid; and 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 shall be void; otherwise to be and 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 Bernard McQuade to make regular payments on account of said purchase money, as herein provided, or in case of a failure to perform any of the covenants named in this Mortgage, then in either event, the said Weyand Doerner, or his assigns, is hereby authorized to take immediate possession of said boat, and after ten days public notice thereof in a public newspaper printed in Cumberland City, to sell said boat at public sale, as mortgagee, to the highest bidder for cash or credit; and out of the proceeds of such sale, pay first the expenses of such sale and publication, and the balance due to said Doerner, or his assigns, and if there by an overplus the said Doerner or his assigns, are to pay the same to the said McQuaid or his assigns. In Witness whereof the said Bernard McQuade hath subscribed his name and affixed his seal.

Teste: Andrew Gonder

his
Bernard X McQuade {Seal}
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this 16th day of November in the year of our Lord 1865 before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, appeared Bernard McQuade and acknowledged the foregoing instrument to be his act.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 11th day of November 1865 before me the subscriber a Justice of the Peace in and for Allegany County, personally appeared Weyand Doerner the mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

Received of Bernard McQuade the sum of five hundred dollars as part of the purchase money on the Canal Boat called Star of Cumberland, November 11th 1865.

Weyand Doerner

For value received in full for the above mortgage I do hereby release the same, Dec. 7th 1868.

Witness: W. L. Archer

W. Doerner {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 24, p 582, 7/23/1866.

At the request of Barney McQuade this Mortgage was recorded July 23rd, 1866.

I, Joseph Hill of Allegany County in the State of Maryland, being now indebted to Barney McQuade of said Allegany County and State of Maryland, in the sum of ninety dollars, with interest from the date hereof, in consideration thereof do hereby bargain and sell to the said Barney McQuade the following property, to wit: one black mule about eight or ten years of age. Provided that if I, the said Joseph Hill shall pay to the said Barney McQuade the said sum of ninety dollars with interest thereon in the following manner, to wit: For every & each trip made by said mule upon the Chesapeake & Ohio Canal, from Cumberland to Georgetown, Washington City or Alexandria, which is to be made with expedition and dispatch, the sum of ten dollars is to the aforesaid Barney McQuade, until the said sum of ninety dollars is paid with interest, crediting said payments to be made as aforesaid as of the date they shall [be] made, then these presents shall be void. It is understood that in case said Joseph Hill shall not pay the said money in manner and terms as herein stated, said Barney McQuade is authorized and empowered to take possession of said mule and to sell him at auction to the highest bidder and out of the proceeds of sale pay first the expense of said sale and then the debt herein secured to said Barney McQuade, with interest, and the surplus if any to be paid to the said Joseph Hill. Witness my hand and seal this 23rd day of July in the year 1866.

Attest: J. B. Widener

Joseph Hill {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 23rd day of July in the year 1866 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared Joseph Hill and acknowledged the foregoing Mortgage to be his act and at the same time personally appeared Barney McQuade and made oath in due form of law that the consideration as set forth therein is true and bona fide.

J. B. Widener, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 25, p 71, 10/2/1866.

At the request of Andrew Goodman and John Morrissey this Mortgage was recorded Oct. 2nd, 1866.

This Mortgage, made this 27th day of September in the year eighteen hundred and sixty six by Barney McQuade of Allegany County in the State of Maryland. Witnesseth, Whereas Andrew Goodman and John Morrissey of said County and State have become and are securities for the said Barney McQuade to the said State of Maryland in a recognizance for the sum of five hundred dollars for the personal appearance at the next Circuit Court to be held for said County, to answer unto the said State for and concerning the charge of breaking open and entering the store of a certain Andrew J. Boose in the City of Cumberland, on or about the 19th day of June, 1866 and of feloniously stealing, taking and carrying away from thence four boxes of tobacco, one overcoat and one carriage bridle, the property of the said Andrew J. Boose which said recognizance was entered into before John B. Widener, a Justice of the Peace of said State in and for said County on the 8th day of September 1866; and with a view to secure, save harmless and keep indemnified the said Andrew Goodman and John Morrissey from and against all loss or damage which they or either of them may or shall sustain by reason of the surety ship aforesaid, he the said Barney McQuade doth execute these presents. Now Therefore in consideration of the premises aforesaid he the said Barney McQuade doth hereby bargain and sell to the said Andrew Goodman and John Morrissey the Canal Boat called "J. C. Heiston." Provided, that if the said Barney McQuade shall make his personal appearance at the Circuit Court to be held for said County on the first Monday of October 1866 and attend the said Court day to day and not depart without license and then and there answer unto the said State for and concerning the said charge of breaking open and entering the said store and feloniously stealing, taking and carrying away from thence four boxes of tobacco, one overcoat and one carriage bridle and shall also save harmless and keep indemnified the said Andrew Goodman and John Morrissey from and against all loss or damage which they or either of them may or shall sustain by reason of the surety ship aforesaid, then this Mortgage shall be void. Witness my hand and seal.

Attest: J. B. Widener
Levi Shaw

his
Barney X McQuade {Seal}
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this 27th day of September in the year eighteen hundred and sixty six, before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Barney McQuade and acknowledged the foregoing Mortgage to be his act.

J. B. Widener, J.P.

State of Maryland, Allegany County, to wit: I hereby certify that on this 2nd day of October in the year eighteen hundred and sixty six before me the subscriber a Justice of the Peace of the State of Maryland in and for said County personally appeared Andrew Goodman and John Morrissey, the mortgagees named in the foregoing mortgage, and made oath in due form of law that the consideration in said Mortgage is true and bona fide as therein set forth.

J. B. Widener, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 25, p 250, 11/22/1866.

At the request of Alexander Sloan this Mortgage was recorded Nov. 22nd, 1866.

I, Barney McQuade of Allegany County, Maryland being now indebted to Alexander Sloan of Allegany County in the sum of two hundred and eight $\frac{42}{100}$ dollars with interest from 19th November 1866, in consideration thereof do hereby bargain and sell to said Alexander Sloan the following property, to wit: a Canal Boat upon the Chesapeake & Ohio Canal called and known as "J. C. Heiston."

Provided that if I the said Barney McQuade shall pay to the said Alexander Sloan the said sum of two hundred and eight $\frac{42}{100}$ dollars with the interest thereon, on or before the 25th day of February 1867 then these presents to be void. In case said Barney McQuade does not pay said sum of money aforesaid when the same is due, then said Alexander Sloan is authorized to take possession of said boat and sell the same at public sale to the highest bidder for cash or upon credit and out of the proceeds pay the cost of drawing, executing and [notarizing] this instrument and secondly the debt of said Alexander Sloan with interest and the overplus if any to be paid over to Barney McQuade. Witness my hand and seal this 20th day of November in the year 1866.

Attest: J. B. Widener

his
Barney X McQuade {Seal}
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this 20th day of November in the year eighteen hundred and sixty six before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Barney McQuade and acknowledged the foregoing mortgage to be his act; and at the same time personally appeared Alexander Sloan and made oath that the consideration stated in the foregoing mortgage is true and bona fide.

J. B. Widener, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 26, p 105, 3/11/1867.

At the request of William Young, this Mortgage was recorded March 11th 1867.

I, Bernard McQuade of Allegany County in the State of Maryland, being now indebted to William Young of Allegany County in the State of Maryland in the sum of one hundred and ten dollars, in consideration thereof do hereby bargain and sell to the said William Young the following property: one brown mule; two black mules; one dark brown mule and one light dun mule.

Provided that if I the said Bernard McQuade shall pay to the said William Young the said sum of one hundred and ten dollars on or before the eleventh day of June in the year one thousand eight hundred and sixty seven then this Mortgage shall be void. And I the said Bernard McQuade covenant that in default of payment at the time herein mentioned to the said William Young of the said sum of one hundred and ten dollars then the said William Young may seize said mules and sell the same or so many of them as to satisfy said debt and all the costs that may accrue by such sale. The said William Young giving first ten days notice of such sale by public hand bills stuck up in the City of Cumberland. In Witness whereof I have subscribed my name and affixed my seal.

Test: Andrew Gonder

his
Bernard X McQuade {Seal}
mark

State of Maryland, Allegany County, to wit: On this 11th day of March in the year of our Lord 1867 personally appeared before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, Bernard McQuade and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me William Young and made oath in due form of law that the consideration set forth in the said foregoing Mortgage is true and bona fide as therein set forth. In Testimony whereof I have subscribed my name.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 30, p 652, 2/4/1870.

At the request of Bernard McQuade, this Bill of Sale was recorded Feb. 4th 1870.

This Mortgage made on this second day of February in the year one thousand eight hundred and seventy, by me Susan Taffel of the City of Cumberland, in Allegany County and State of Maryland. Witnesseth, that in consideration of the sum of three hundred dollars, now due from me, the said Susan Taffel to Bernard McQuade of Allegany County and State of Maryland, as a balance on the purchase of four mules of him the said Bernard McQuade, I, the said Susan Taffel do hereby bargain and sell to the said Bernard McQuade the following property: two bay mare mules and two black mare mules. Provided that if I the said Susan Taffel shall pay to said Bernard McQuade, of his assigns, the said sum of three hundred dollars in twelve equal installments of twenty five dollars each upon each and every trip made by said mules on the Chesapeake and Ohio Canal in freighting coal on said canal, until the whole of said sum of three hundred dollars shall have been fully paid to said Bernard McQuade, or his assigns, provided the same be all paid before the first day of December in the year 1870, then this mortgage shall be void.

And the said Susan Taffel covenants to pay the said sum of three hundred dollars in manner and at the time hereinbefore named and specified to the said Bernard McQuade, or his assigns. And in default of payment or any of them, the said Bernard McQuade is hereby authorized to take immediate possession of said four mules or any of them. And sell the same for cash within ten days after such seizure and pay himself such amount as may yet remain unpaid and due him and all expenses of such sale, and the balance if any to me the said Susan Taffel. The said Bernard McQuade to give first notice of such sale by hand bills in the City of Cumberland at least eight days before such sale. In Witness Whereof, I, the said Susan Taffel, have subscribed my name and affixed my seal.

Test: Andrew Gonder

(in German) Susan Taffel {Seal}

State of Maryland, Allegany County, to wit: On this 2nd day of February in the year of our Lord 1870, personally appeared before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, Susan Taffel and acknowledged the foregoing mortgage to be her act. And at the same time appeared before me Bernard McQuade and made oath in due form of law that the consideration set forth in the said foregoing mortgage is true and bona fide as therein set forth. In Testimony Whereof I have subscribed my name.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 30, p 671, 2/4/1870.

At the request of Bernard McQuade, this Bill of Sale was recorded Feb. 4th 1870.

This Mortgage made this second day of February in the year one thousand eight hundred and seventy, by us Samuel Miles and Catherine Miles his wife, of the City of Cumberland in Allegany County and State of Maryland. Witness Whereas the said Catherine Miles purchased of Bernard McQuade of the said City, County and State, four mules at and for the sum of six hundred dollars, on which she paid said McQuade the sum of three hundred dollars, leaving still due to said McQuade the sum of three hundred dollars, and being desirous to secure to the said Bernard McQuade the payment of said sum of three hundred dollars she the said Catherine Miles in conjunction with her husband has agreed to execute this mortgage. Therefore in consideration of said sum of three hundred dollars now due to said Bernard McQuade, we the said Samuel Miles and Catherine Miles do bargain and sell to said Bernard McQuade the following property: one black horse mule, and two brown horse mules, and one black mare mule. Provided that if the said Catherine Miles shall pay to the said Bernard McQuade, or his assigns, the said sum of three hundred dollars in twelve equal installments of twenty five dollars each upon each and every trip made by said mules on the Chesapeake and Ohio Canal in freighting coal on said canal from Cumberland to Georgetown or any other port east of Cumberland until the whole of said sum of three hundred dollars shall have been fully paid to said Bernard McQuade, or his assigns; provided the same be all paid before the first day of December in the year 1870, then this Mortgage shall be void. And the said Catherine Miles covenants to pay said sum of three hundred dollars in manner and at the time hereinbefore named and specified to the said Bernard McQuade, or his assigns, and in default of payment or any part thereof the said Bernard McQuade, or his assigns, is hereby authorized to take immediate possession of said mules or any of them and sell the same to the highest bidder for cash in the City of Cumberland after giving first ten days notice by handbills in said City of Cumberland. And then first pay himself the amount that may yet remain due and unpaid, and all expenses attending such sale. And the overplus, if any, to said Catherine Miles. To all which the said Samuel Miles the husband of said Catherine Miles fully concurs and agrees.

In Witness whereof the said Samuel Miles and Catherine Miles, have subscribed their names and affixed their seals.

Test:

Andrew Gonder

Samuel Miles {Seal}
her

Catherine X Miles {Seal}
mark

State of Maryland, Allegany County, to wit: On this 2nd day of February in the year of our Lord 1870 personally appeared before me the subscriber a Justice of the Peace of the State of Maryland in Allegany County, Samuel Miles and Catherine Miles, his wife, and severally acknowledged the foregoing mortgage to be their respective acts. And at the same time also appeared before me Bernard McQuade and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth. In Testimony Whereof I have subscribed my name.

Andrew Gonder, J. P.

Allegany County Courthouse, Cumberland, Md., Deed Book 35, page 222, 11/11/1871.

At the request of Frederick Mertens this Mortgage was recorded Nov. 11th 1871.

This Indenture made this tenth day of November eighteen hundred and seventy one between Barney McQuade of Allegany County, State of Maryland, party of the first part, and Frederick Mertens of Allegany County, State of Maryland, party of the second part. Whereas the said party of the second part has this day sold to the said party of the first part, the Canal Boat called "Thomas Stackpole" at and for the sum of seventeen 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: Forty dollars for each and every trip said Boat shall make from Cumberland to Georgetown, Alexandria or any other point, until the entire purchase money with interest is fully paid, crediting the respective payments thereon as of the time said payments shall have been made.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part, that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City; in regular trips, both day and night, with as much expedition and regularity as can be reasonably done; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire and Baltimore Coal Company, and keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign, transfer, or set over, or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever, without the consent in writing of the said party of the second part or his 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 his 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 his 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 his assigns, the regular, prompt and due performance of the covenants aforesaid; the said party of the first part is willing to execute these presents. Now this Indenture Witnesseth, that the said party of the first part, for and in consideration of the premises, hath granted, bargained, and sold and by these presents doth grant, bargain and sell unto the said party of the second part and his assigns the Canal Boat called "Thomas Stackpole" to have and to hold the same unto the said party of the second part and his 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 his 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 his authorized agents, 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 his 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 his assigns, of said purchase money and interest, and if there be any overplus, the said party or his 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.

Teste: H. J. Flannagan.

Barney McQuade {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this tenth day of November, 1871, before the subscriber, personally appeared Barney McQuade and acknowledged the foregoing instrument to be his act and deed.

H. J. Flannagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this tenth day of November 1871 before me, the subscriber, a Justice of the Peace, of the State of Maryland, in and for Allegany County, personally appeared Frederick Mertens, mortgagee in the foregoing mortgage, [and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage] is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

H. J. Flannagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 35, p 379, 11/1/1871.

At the request of Doerner & Bender this Mortgage was recorded November 1st, 1871.

This Indenture made this 11th day of September in the year of our Lord 1871 between Bernard McQuade of Allegany County, in the State of Maryland of the first part and Weyand Doerner and Richard Bender, partners doing business under the name of Doerner & Bender of Allegany County, in the State of Maryland, of the second part. Witnesseth, Whereas the said Doerner & Bender have this day sold to the said Bernard McQuade the canal boat called "A. L. Miller," at and for the sum of eighteen hundred dollars, which the said Bernard McQuade is to pay unto the said Doerner & Bender and their assigns, in installments of thirty five dollars each, for all the trips made by the said canal boat from Cumberland to Georgetown, Alexandria or Washington City until the entire purchase money is paid with interest from date, crediting the respective payments thereon, as of the time when such payments shall be made. And Whereas, it was a part of said contract of purchase and sale, that the said Bernard McQuade shall use said boat in freighting coal from Cumberland to the points aforesaid, in regular trips with as much expedition and regularity, as can be reasonably done, and to freight the same on the Chesapeake and Ohio Canal to Georgetown, Alexandria and Washington City; and to keep said boat in proper repair; all of which said stipulations the said Bernard McQuade hereby covenants and agrees with the said Doerner & Bender and their assigns, to fulfill and perform. And the said Bernard McQuade is anxious to secure unto the said Doerner & Bender and their assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said Doerner & Bender and their assigns, the regular, prompt and due performance of the covenants aforesaid, the said Bernard McQuade is willing to execute these presents.

Now this Indenture Witnesseth that the said Bernard McQuade, for and in consideration of the premises hath granted, bargained and sold unto the said Doerner & Bender, the canal boat called "A. L. Miller" to have and to hold the same, forever. Provided, nevertheless that if the said Bernard McQuade shall well and truly pay unto the said Doerner & Bender or their assigns, the aforesaid installments of purchase money with interest, upon each and every trip as aforesaid until the whole shall be fully paid, and 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 shall be void; otherwise to remain in full force and virtue in law. And this Indenture further Witnesseth that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said Bernard McQuade to make regular payments on account of said purchase money as herein provided, or in case of a failure to perform any of the covenants named in this mortgage, then and in either event the said Doerner & Bender or their assigns, are hereby authorized to take immediate possession of said boat and after ten days notice thereof in a public newspaper printed in Cumberland City, to sell said boat at public sale as mortgagees, to the highest bidder for cash or credit and out of the proceeds of such sale, pay first the expenses of such sale and publication, and the balance due to the said Doerner & Bender or their assigns, and if there be an overplus, the said Doerner & Bender or their assigns are to pay the same to the said Bernard McQuade, or his assigns. In witness whereof the said Bernard McQuade hath subscribed his name and affixed his seal.

Teste: Andrew Gonder

Bernard McQuade {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 26th day of September in the year of our Lord 1871, before me the subscriber, a Justice of the Peace of the State of Maryland in

and for Allegany County, personally appeared Bernard McQuade and acknowledged the foregoing Mortgage to be his act.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 26th day of September 1871 before me the subscriber a Justice of the Peace in and for Allegany County, personally appeared Weyand Doerner, one of the firm of Doerner & Bender, the mortgagee in the aforesaid mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof, I hereunto subscribe my name and affix my seal on the day and year above said.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 37, p 371, 11/27/1872.

At the request of Ann E. McQuade this Deed was recorded Nov. 27th, 1872.

This Deed, made this twenty sixth day of November in the year eighteen hundred and seventy two, by me Barney McQuade of Allegany County in the State of Maryland. Witnesseth, that in consideration of natural love and affection and the sum of two dollars, I, the said Barney McQuade do grant unto Ann E. McQuade of said County and State all that lot or parcel of ground lying and being on the West side of Wills Creek and on the South side of Green Street in the City of Cumberland, Allegany County, State of Maryland, known and distinguished on the plat of the Town of Cumberland as lot number fourteen (No. 14). To have and to hold in fee simple, together with all the appurtenances and improvements thereunto belonging or in any wise appertaining. Being the same lot or parcel of ground which was sold and conveyed to the said Barney McQuade by John T. Shuck by deed dated December seventeenth eighteen hundred and sixty nine and recorded in Liber H. R. No. 31, folio 16 one of the land records of Allegany County. Witness my hand and seal.

Test: H. J. Flannagan

Barney McQuade {Seal}'

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty sixth day of November in the year eighteen hundred and seventy two, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Barney McQuade and acknowledged the foregoing deed to be his act.

H. J. Flannagan, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 37, p 372, 11/27/1872.

At the request of Ann E. McQuade this Deed was recorded Nov. 27th, 1872.

Know all men by these presents that I Barney McQuade of Allegany County, State of Maryland, in consideration of natural love and affection and the sum of five dollars paid me by Ann E. McQuade of said County and State, have bargained and sold and by these presents do bargain and sell unto the said Ann E. McQuade all the goods and chattels herein described, namely: one Canal Boat called "A. L. Miller" together with five dark colored mules and all the harness rigging belonging to said boat; and one Canal Boat called "Thomas Stackpole" together with one dun mule, two sorrel mules and two dark brown mules and all the harness rigging belonging to said boat; and one Canal Boat called "Ann E. McQuade" together with two sorrel mules and three dark brown mules and all the harness rigging belonging to said boat; also all my household furniture of every kind & description, and one brindle cow, and seven hogs, to have and to hold all and singular the said goods and chattels and every of them hereby bargained and sold unto the said Ann E. McQuade to her only proper use and behoof, her heirs, executors, administrators and assigns forever. Witness my hand and seal this 27th day of November 1872.

Test: H. J. Flannagan

Barney McQuade {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 27th day of November 1872, before me the subscriber a Justice of the Peace in and for the County and State aforesaid, personally appeared Barney McQuade and acknowledged the foregoing instrument of writing to be his act and deed.

H. J. Flannagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 39, p 169, 7/21/1773.

At the request of Frisby L. Tilghman this Deed of Personal property was recorded on the 21st of July 1873.

This Deed made this sixteenth day of July 1873 by me, Barney McQuade of the City of Cumberland, Maryland. Witnesseth that for and in consideration of the sum of fifteen hundred & twenty five dollars and seventy two cents paid me by Frisby L. Tilghman of the City of Cumberland, the receipt whereof I do hereby acknowledge, I the said Barney McQuade do grant and sell and hereby convey unto the said Frisby L. Tilghman the Canal Boat "Thomas Stackpole" registered as of Washington, also one sorrel mule, one dark brown mule or cream colored mule, one dark brown mule and two bay mules, which mules are now in the possession of said F. L. Tilghman, the said mules being at the date of this conveyance the absolute and unencumbered property of me the said McQuade, the said Canal Boat is conveyed subject to the operation of a mortgage from me the said McQuade to a certain Frederick Mertens.

In testimony whereof I have hereto set my hand and seal.

Test: Ferdinand Williams

Barney McQuade {Seal}

State of Maryland, Allegany County, SS: I hereby certify that on this 16th day of July 1873 personally appeared before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, Barney McQuade and did acknowledge the above deed of personal property to be his act & deed.

H. J. Flannagan, J.P.

I also include in the above conveyance the harness to be used on said five mules, the said harness has also been delivered to said F. L. Tilghman.

Barney McQuade {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 39, p 498, 8/30/1873.

At the request of William Young this mortgage was recorded August 30th 1873.

This Indenture made this 29th day of June eighteen hundred and seventy two between Bernard McQuade of Allegany County, State of Maryland, of the first part; and William Young, ___ 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 "Ann E. McQuade" at and for the sum of nineteen 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: thirty five dollars for each and every trip said boat shall make from Cumberland to Alexandria, Georgetown, or Washington. And Whereas it was a part of said contract of purchase and sale between the said party of the first part and the said party of the second part that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City in regular trips both day and night, with as much expedition and regularity as can be reasonably done; and to receive the loads of the said boat promptly at each trip, with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal & Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire & Baltimore Coal Company; and keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign, 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 his 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 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 his 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 his assigns the regular, prompt and due performance of the covenants aforesaid; the said party of the first part is willing to execute these presents. Now this Indenture Witnesseth that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said party of the second part and his assigns, the Canal Boat called "Ann E. McQuade" to have and to hold the same unto the said party of the second part and his 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 his assigns, 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 everything 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 his 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 case the said party of the second part, or his 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 auction 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 his assigns, of said purchase money and interest, and if there be an overplus, the said party or his assigns are to pay the same to the said party of the first part. In Witness Whereof, the said Bernard McQuade hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flannagan

Barney McQuade {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 5th day of December 1872 before the subscriber personally appeared Bernard McQuade and acknowledged the foregoing instrument to be his act and deed.

H. J. Flannagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 5th day of December 1872 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared William Young mortgagee in the foregoing mortgage and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth. In Witness Whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flannagan, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 40, p 81, 8/2/1873.

At the request of Frisby Tilghman this Deed of Personal Property was recorded Aug. 2nd 1873.

This Deed, made this 20th day of July 1873 by me Barney McQuade of the City of Cumberland, Maryland. Witnesseth, that for and in consideration of the sum of fifteen hundred and twenty four dollars and twenty three cents paid me by Frisby Tilghman to the said Barney McQuade do grant and hereby convey unto the said Frisby Tilghman the Canal Boat "Thomas Stackpole" and five mules and the harness of said mules. The said boat and mules being the same which I conveyed to said Tilghman by deed bearing date July 1873 which deed is deemed defective, this deed being intended to confirm and satisfy the same. Witness my hand and seal.

Test: Ferdinand Williams

Barney McQuade {Seal}

I hereby certify that on the 21st day of July 1873 personally appeared before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, Barney McQuade & acknowledged the above deed to be his act.

James M. Beall, J.P.

State of Maryland, Allegany County, SS: I hereby certify that on this 22nd day of July 1873 personally appeared before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, Frisby L. Tilghman the grantee in the above bill of sale and made oath in due form of law that the consideration thereof is true and bona fide as therein set forth.

Sworn before

J. M. Strong, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 40, p 127, 9/11/1873.

At the request of Frisby L. Tilghman this Deed was recorded Sept. 11th 1873.

This Deed made this 9th day of September 1873 by Ann E. McQuade and Barney McQuade of Cumberland, Maryland. Witnesseth that for and in consideration of the sum of fifteen hundred and twenty five dollars & seventy five cents we the said Anna E. McQuade & Barney McQuade do grant and hereby convey unto Frisby L. Tilghman the Canal Boat "Thomas Stackpole" & five mules described in a deed from me the said Barney McQuade to T. L. Tilghman to which deed reference is hereby had for a particular description of said mules, also we further convey the harness for said mules. Witness our hands and seals.

James M. Beall

Barney McQuade {Seal}
Anna E. McQuade {Seal}

State of Maryland, Allegany County, sct: I hereby certify that on this 9th day of September 1873 personally appeared before me the subscriber a Justice of the Peace of the State of Maryland in & for Allegany County, Anna E. McQuade & Barney McQuade her husband and did each acknowledge the above deed to be their act, at the same time also appeared before me Frisby L. Tilghman the grantee in above deed & made oath that the consideration thereof is true and bona fide as therein set forth.

James M. Beall, J. P.

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

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

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

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

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

Teste: Andrew Gonder

Barney McQuade {Seal}

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

Andrew Gonder, J.P.

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

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

Andrew Gonder, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 42, p. 387, 4/15/1874.

At the request of Barney McQuade, this Mortgage was recorded April 15th 1874.

This Mortgage made on this fifteenth day of April one thousand eight hundred and seventy four by me, James M. Lannon of Hampshire County in the State of West Virginia. Witness that I the said James M. Lannon have this day purchased of Barney McQuade of the City of Cumberland in Allegany County and State of Maryland, five head of mules and five sets of harness - and also rented of said McQuade one canal boat called "Ann E. McQuade" and being still indebted to said McQuade in the sum of seven hundred dollars on the purchase of said five mules and harness and in order to secure the payment of said sum of seven hundred dollars, I the said James M. Lannon do bargain and sell to the said Barney McQuade the said five head of mules, namely three black horse mules, two large brown mare mules and five sets of harness. Provided that if I the said James M. Lannon shall pay to the said Barney McQuade or his assigns the sum of thirty dollars upon each and every trip made by said canal boat "Ann E. McQuade" on the Chesapeake and Ohio Canal in freighting coal from Cumberland to Georgetown, D.C. or any other place or port east of Cumberland; and also the sum of thirty five dollars upon each and every trip made as aforesaid by said boat for the use and hire of said boat, until the whole sum of seven hundred dollars shall be paid in full with the interest thereon from the date hereof and then this mortgage shall be void; and said canal boat shall be delivered back to said Barney McQuade or his assigns in as good order and condition as the said James M. Lannon received the same. I the said James M. Lannon warrant that I will do and perform all and every act and stipulation herein set forth to be performed and done without default, rate on the canal boat is to run night and day. Witness my hand and seal.

Test: H. J. Flannagan

James M. Lannon {Seal}

State of Maryland, Allegany County, to wit: Be it remembered and I do hereby certify that on this 25th day of April in the year of our Lord 1874 personally appeared before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, James M. Lannon and acknowledged the foregoing mortgage to be his act. And at the same time also appeared before me Barney McQuade and made oath in due form of law that the consideration set forth in the said foregoing mortgage is true and bona fide as therein set forth. In testimony whereof I have subscribed my name.

H. J. Flannagan, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 48, p. 575, 5/18/1877.

At the request of James E. Keech, this Bill of Sale was recorded May 18th 1877 at 9:20 A.M.

I, Anna E. McQuade of Allegany County, State of Maryland, being now indebted to James Edward Keech of Allegany County and State of Maryland, in the sum of four hundred dollars, in consideration thereof, I do hereby bargain and sell to the said James Edward Keech the following property, to wit: on Canal Boat called "A. L. Miller" and five head on mules and 5 sets mule harness, and boat rig, on said Canal Boat. Witness my hand and seal this 17th day of May in the year 1877.

Test: Andrew Gonder

Anna E. McQuade {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 17th day of May in the year of our Lord 1877 before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Anna E. McQuade and acknowledged the foregoing mortgage Bill of Sale to be her act, and at the same time also appeared before me James Edward Keech and made oath in due form of law, that the consideration set forth in the said foregoing Bill of Sale is true and bona fide as therein set forth. In testimony whereof I have subscribed my name.

Andrew Gonder, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 56, p. 283, 3/19/1881.

At the request of Benjamin M. Millison, this Mortgage was recorded March 19th 1881 @ 9:27 A.M.

This Mortgage made this 18th day of March in the year eighteen hundred and eighty one, by Bernard McQuade of Allegany County, Maryland. Witnesseth, whereas the said Bernard McQuade is now indebted unto Benjamin M. Millison of Allegany County, Maryland in the sum of four hundred dollars, being the purchase money for the two mules hereinafter mentioned which said purchase money the said Bernard McQuade is to pay to the said Benjamin M. Millison in installments of twenty dollars each for every trip made by the said Bernard McQuade on any canal boat on the Chesapeake & Ohio Canal from Cumberland to Georgetown, Washington City or Alexandria until the whole of said purchase money is paid. And whereas with a view to secure the payment of the said installments regularly according to the covenant hereinafter inserted, the said Bernard McQuade doth execute these presents. Now therefore in consideration of the premises the said Bernard McQuade dothe hereby bargain and sell to the said Benjamin M. Millison two large brown horse mules aged about seven & eight years respectively. Provided that if the siad Bernard McQuade shall pay to the said Benjamin M. Millison the aforesaid installments of twenty dollars as aforesaid until the whole of said sum of four hundred dollars is paid according to the covenants of the said Bernard McQuade hereinafter set forth, then this mortgage shall be void. And the said Bernard McQuade covenants to and with the said Benjamin M. Millison that he, the said Bernard McQuade will regularly run a canal boat on trips from Cumberland to Georgetown, Washington City or Alexandria without intermission or lying by, except when prevented from getting loading at Cumberland by strikes of miners of coal or from unavoidable obstructions on the canal, or that during the continuance of this security he will not sell, trade or otherwise dispose of the property hereby mortgaged. And the said Bernard McQuade doth further covenant to and with the said Benjamin M. Millison to freight or carry coal at current rates and usages; and that he will pay the aforesaid installments of twenty dollars each, until the whole of said sum of four hundred dollars is paid, for each and every trip so made and each trip he covenants shall be made.

Provided that if default shall be made by the said Bernard McQuade in any of the conditions of this mortgage then it shall be lawful for the said Benjamin M. Millison to seize and take possession of said property hereby mortgaged and sell the same in the City of Cumberland at public auction for cash after giving at least ten days notice of the time, place, manner and terms of sale by handbills set up in the most public places in said [City] - at least ten days prior to the day of sale and apply the proceeds of such sale to the payment in the first place of the expenses incurred in making such sale, including reasonable commissions, for making and attending the same and then to the payment of the mortgage debt and the surplus, if any, to the said Bernard McQuade. Witness my hand and seal.

Attest: J. B. Widener

Barney McQuade {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 18th day of March in the year eighteen hundred and eighty one, before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared Bernard McQuade and acknowledged the aforegoing mortgage to be his act and at the same time before me also personally appeared Benjamin M. Millison and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

J. B. Widener, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 56, p 690, 7/7/1881.

At the request of Felix Bareis & Michael Rossworm this mortgage was recorded July 7th 1881 @ 11:05 A.M..

This Indenture made this fifth day of July eighteen hundred and eighty one between Barney McQuade of Cumberland, Allegany County, State of Maryland. party of the first part, and Felix Bareis and Michael Rossworm 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 Callahan" at and for the sum of twelve hundred dollars, which the said party of the first part is to pay to the said parties of the second part in installments, and in the manner and upon the terms hereinafter mentioned, to wit: Twenty five dollars for each and every trip said boat shall make from Cumberland to Georgetown, Washington, Alexandria or any other port east of Cumberland until the entire sum of purchase money with interest is fully paid, crediting the respective payments thereon as of the time when such payments shall have been made. And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party 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 on 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 Consolidation Coal Company or any other 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 their 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 his assigns to fulfill and perform. Provided always that if the said Company should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading, ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip, if such want of readiness to load the boat is caused by any default on the part of the said company, or its agents; but in case of a glut of Boats or in case such default either in loading or unloading happens from any other cause than a personal default of the said company, or its agents, then all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention. And Whereas the said party of the first part is anxious to secure unto the said party of the second part and his assigns, the regular and due payments of each and every installments of said purchase money, and also to secure to the said party of the second part and their assigns, the regular, prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents.

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

Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said party of the first part shall well and truly pay unto the said party 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 party of the second part or his 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 party of the first part, then and in either event the said party 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 party of the second part or his assigns, of said purchase money and interest, and if there be an overplus the said party or his assigns are to pay the same to the said party of the first part.

In Witnesseth whereof the said Barney McQuade hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste:

Barney McQuade {Seal}

Andrew Gonder

State of Maryland, Allegany County, to wit: I hereby certify that on this 5th day of July 1881, before the subscriber personally appeared Barney McQuade and acknowledged the foregoing instrument to be his act & deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this fifth day of July [1881], before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Felix Bareis and Michael Rossworm mortgagees in the foregoing mortgage and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide, as herein set forth. In witness whereof, I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

We hereby release the foregoing Mortgage. Witness our hands and seals this 30th of October 1896.

Bareis & Rossworm {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 57, p 111, 11/1/1881.

At the request of Felix Bareis & Michael Rossworm this mortgage was recorded November 1st 1881 @ 8:55 a.m..

This Indenture made this twelfth day of September eighteen hundred and eighty one between Barney McQuade of Washington City, Washington County, D.C. party of the first part, and Felix Bareis and Michael Rossworm of Allegany County, State of Maryland parties of the second part: Whereas the said party of the second part has this day sold to the said party of the first part the Canal Boat called "A. B. Wolfe" at and for the sum of Fourteen hundred (\$1,400) 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: Twenty five dollars for each and every trip said boat shall make from Cumberland to Georgetown, Washington, Alexandria or any other port east of Cumberland until the entire sum of purchase money with interest is fully paid, crediting the respective payments thereon as of the time when such payments shall have been made and whereas it was part of said contract of purchase and sale between the said party of the first part and the said party 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 on 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 Consolidation Coal Company, Borden Mining Company, Maryland Company, New Central Company or any other 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 their 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 his assigns to fulfill and perform. Provided always that if the said Company should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading, ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip, if such want of readiness to load the boat is caused by any default on the part of the said company, or its agents; but in case of a glut of boats or in case such default either in loading or unloading happens from any other cause than a personal default of the said company, or its agents, then all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention. And Whereas the said party of the first part is anxious to secure unto the said party of the second part and his assigns, the regular and due payments of each and every installments of said purchase money, and also to secure to the said party of the second part and their assigns, the regular, prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents.

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

Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said party of the first part shall well and truly pay unto the said party 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 party of the second part or his 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 party of the first part, then and in either event the said party 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 party of the second part or his assigns, of said purchase money and interest, and if there be an overplus the said party or his assigns are to pay the same to the said party of the first part.

In Witnesseth whereof the said Barney McQuade hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste:

Barney McQuade {Seal}

Andrew Gonder

State of Maryland, Allegany County, to wit: I hereby certify that on this twelfth day of September 1881, before the subscriber personally appeared Barney McQuade and acknowledged the foregoing instrument to be his act & deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this twelfth day of September 1881, before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Felix Bareis and Michael Rossworm mortgagees in the foregoing mortgage and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide, as herein set forth. In witness whereof, I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

State of Maryland, Allegany County, S.S.: I Theo Luman, Clerk of the Circuit Court for Allegany County, the same being a Court of Law and of Records, do hereby certify that Andrew Gonder, Esq. before whom the foregoing acknowledgement & affidavit were made and whose genuine signature

thereto appears was at the time thereof and still is, a Justice of the Peace of the State of Maryland, in and for Allegany County, duly commissioned and sworn, and authorized by law to administer oaths and take acknowledgements.

In Testimony whereof I hereunto set my hand and affix the seal of the said Circuit Court for Allegany County at Cumberland this 13th day of September 1881.

Theodore Luman, Clerk

We hereby release the within Mortgage. Witness our hands and seals this 30th day of October 1896.

Teste: Theo. Luman, Clerk

Bareis & Rossworm {Seal}