

COMPILATION OF  
FREDERICK MERTENS  
CANAL BOAT MORTGAGES  
1855- 1887  
ALLEGANY COUNTY, MD

Compiled by  
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## A. PREFACE

After some research in the Allegany County Courthouse records the General Index to Miscellaneous Instruments (Vol. A to J and Vol. K to Z) was found and it was from that second volume that most of the following records were found. The records found were mostly for canal boat mortgages, which presumably were for new boats built in the Frederick Mertens Boat Yard. Toward the end of 1879 most of the records were for canal boats, mules, horses, harness, &c. that Frederick Mertens bought; they were Bills of Sale versus Mortgages. This compilation does not include all the records of Frederick Mertens; there were found other records for land, personal property, machinery, &c. which, not being canal related, were not included. The economic times undoubtedly influenced the changing pattern of these records. That analysis will have to await another time.

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

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| Frederick Mertens Canal Boat Mortgages 1855 - 1887, Allegany County, MD |      |      |               |  |               |
|---|------|------|---------------|--|---------------|
| Owner's Name  | Book | Page | Date Recorded | Boat's Name                            | Purchase Cost |
| William M. Blackford  | 13   | 149  | 4/4/1855      | Katy Darling                           | \$1,050       |
| Ezra Reynolds   | 13   | 389  | 11/22/1855    | Katy Darling                           | \$1,350       |
| Ezra Reynolds   | 13   | 391  | 11/22/1855    | Katy Darling                           | \$1,350       |
| Charles Knieriem<br>& Casper Richard                                    | 16   | 696  | 4/5/1858      | Michael Freiber                        | \$1,450       |
| John D. Kelley  | 17   | 159  | 7/20/1858     | Dr. J. Robertson                       | \$1,000       |
| John Barry  | 17   | 175  | 7/26/1858     | Michael O'Shea                         | \$1,250       |
| Peter Quigley   | 17   | 487  | 12/8/1858     | 5 mules & 1 horse                      | \$200         |
| Peter Quigley   | 17   | 488  | 2/8/1859      | Dr. B. A. Dougherty                    | \$275         |
| Adam Sibert   | 17   | 593  | 3/17/1859     | Dr. J. Robinson                        | \$1,100       |
| Peter Quigley   | 18   | 322  | 9/2/1859      | 7 mules                                | \$275         |
| George Rossworm   | 18   | 370  | 10/29/1859    | Elizabeth Snyder                       | \$1,475       |
| John Mallon   | 18   | 614  | 4/5/1860      | E. H. Tracy                            | \$1,175       |
| James Wilson  | 20   | 169  | 5/13/1862     | Sarah Ann                              | \$1,150       |
| Michael Rossworm  | 21   | 8    | 8/18/1863     | Francis                                | \$1,550       |
| Daniel Moriarty   | 21   | 203  | 9/16/1863     | Diligent                               | \$1,550       |
| L. B. Pierce  | 21   | 310  | 10/16/1863    | John L. Pierce                         | \$1,250       |
| Jacob Wilhelm   | 21   | 636  | 5/17/1864     | John G. Lynn                           | \$1,700       |
| B. M. Blocher &<br>Andrew Goodwin                                       | 21   | 713  | 6/15/1864     | Frederick Beck                         | \$1,250       |
| John H. Grove   | 21   | 771  | 4/12/1864     | Jesse Hill                             | \$1,600       |
| Kearns Kirby  | 23   | 117  | 7/10/1865     | W. R. Snow                             | \$1,950       |
| John H. Snyder  | 23   | 284  | 9/8/1865      | Mary A. Edwards                        | \$1,950       |
| John H. Snyder  | 25   | 301  | 12/26/1866    | 1 horse, 1 mule &<br>1 two-horse wagon | \$162.91      |
| Michael Edenhart  | 25   | 431  | 1/17/1867     | Theodore Embry                         | \$1,427       |
| William M. Flannagan  | 25   | 487  | 4/10/1867     | James Flannagan, Sr.                   | \$800         |
| John H. Gatrell   | 26   | 6    | 12/3/1866     | Margaret Blocher                       | \$1,965       |
| M. C. Hartley   | 26   | 8    | 12/3/1866     | Lavinia Hartley                        | \$1,872       |
| John Henry Snyder   | 26   | 11   | 12/3/1866     | Mary Edwards                           | \$1,557       |
| Theodore Embrey   | 26   | 13   | 4/6/1867      | Lucy Hall                              | \$1,740.12    |
| Joseph Magruder   | 26   | 269  | 6/4/1867      | Fanny Ortman                           | \$1,432.08    |
| Charles Hetzer  | 26   | 271  | 6/7/1867      | Benjamin Long                          | \$1,866.36    |
| John Noble  | 26   | 276  | 7/5/1867      | Industry<br>4 Mules                    | \$140         |
| Henry W. Magruder   | 26   | 378  | 9/13/1867     | 1 Mule                                 | \$89          |
| C. H. Arrington   | 28   | 50   | 11/29/1867    | Fanny Ortman                           | \$1,043       |
| Robert L. Couter  | 26   | 624  | 1/2/1868      | Personal Property                      | \$100         |
| Daniel Moriarty   | 29   | 51   | 10/24/1868    | 5 Mules                                | \$200         |
| Phillip Mouse   | 30   | 375  | 10/30/1869    | Jack Topper                            | \$2,000       |
| John B. Douglas   | 31   | 287  | 5/10/1870     | 5 Mules                                | \$300         |
| Daniel M. Read  | 31   | 313  | 7/27/1870     | Mollie Read                            | \$1,800       |
| Charles W. Porter   | 31   | 316  | 7/27/1870     | Samuel Swain                           | \$1,933       |
| Thomas Little   | 31   | 320  | 8/5/1870      | Morning Sun                            | \$2,012       |
| William Carney  | 31   | 323  | 7/27/1870     | Park Agnew                             | \$1,893       |
| Daniel W. Snyder &<br>Henry M. Snyder                                   | 31   | 325  | 8/11/1870     | H. M. Snyder                           | \$1,895       |

|                      |    |     |            |                                      |            |
|----------------------|----|-----|------------|--------------------------------------|------------|
| E. V. Gannon         | 31 | 552 | 10/25/1870 | Lizzie & Phillie                     | \$1,700    |
| Jeremiah Dick        | 31 | 555 | 10/25/1870 | C. H. Reintzel                       | \$1,290    |
| Abram Kroon          | 31 | 564 | 10/18/1870 | Sprigg S. Lynn                       | \$1,660    |
| Richard Sorrell      | 31 | 615 | 11/1/1870  | Joseph J. Hitch                      | \$636      |
| E. S. Cummings       | 31 | 617 | 11/1/1870  | Michael Fannow                       | \$1,955    |
| Thomas O'Donnell     | 32 | 81  | 3/10/1870  | 4 Mules                              | \$325      |
| Robert J. Kimble     | 32 | 631 | 9/24/1870  | G. Blackburn                         | \$1,544.72 |
| Henry Snyder         | 33 | 5   | 1870       | F. M. LaFerre                        | \$1,590.25 |
| Lewis Fernsner       | 32 | 9   | 12/1/1870  | Martha S. Fernsner                   | \$1,900    |
| D. Z. Miller         | 34 | 102 | 3/25/1871  | Mercia Martha Jane                   | \$1,700    |
| Martin O'Conner      | 34 | 104 | 3/30/1871  | Martin O'Conner                      | \$1,577    |
| Robert P. Montgomery | 34 | 107 | 3/30/1871  | George P. DeWitt                     | \$2,018.60 |
| Joseph R. Colbert    | 34 | 111 | 7/10/1871  | C. M. Grove                          | \$1,095    |
| William B. Cost      | 34 | 113 | 5/19/1871  | Lillie Lemen                         | \$1,591    |
| William A. Tice      | 34 | 126 | 3/25/1871  | O. D. Robbins                        | \$1,200    |
| James Dick           | 34 | 128 | 4/26/1871  | William Moffet                       | \$1,557.26 |
| Thomas O'Donnell     | 34 | 143 | 5/8/1871   | 2 Mules                              | \$250      |
| Charles Stuart       | 34 | 249 | 8/4/1871   | Minnie Topper                        | \$762      |
| Joseph H. Wiland     | 34 | 435 | 8/4/1871   | J. C. Hassett                        | \$1,400    |
| Dennis Grady         | 34 | 478 | 9/15/1871  | R. J. West                           | \$1,840    |
| J. T. Worley         | 34 | 482 | 9/15/1871  | W. B. Shaw                           | \$2,140    |
| John Bowers          | 34 | 495 | 11/13/1871 | James N. Clary                       | \$2,100    |
| John Seaman          | 34 | 498 | 11/7/1871  | John B. Cruzen                       | \$2,100    |
| Reed Merryman        | 35 | 206 | 11/8/1871  | George Snyder                        | \$877.70   |
| James Reed           | 35 | 211 | 8/24/1871  | Viola H. Wein                        | \$1,539    |
| William Elliott      | 35 | 213 | 8/24/1871  | William F. Allen                     | \$1,120    |
| Barney McQuade       | 35 | 222 | 11/11/1871 | Thomas Stackpole                     | \$1,700    |
| James Donahue        | 35 | 224 | 12/21/1871 | Martin O'Conner                      | \$1,700    |
| John H. Snyder       | 35 | 239 | 11/7/1871  | Mary A. Edwards<br>& 5 Mules         | \$1,150    |
| Frank Barger         | 35 | 376 | 9/29/1871  | G. H. Bradt                          | \$1,741    |
| Peter Quigley        | 35 | 459 | 9/2/1871   | Capt. R. L. Gross                    | \$1,657    |
| Thomas O'Donnell     | 37 | 479 | 1/10/1873  | J. T. Schnoiner                      | \$425.64   |
| Richard Sorrell      | 37 | 482 | 11/29/1872 | Nora & Willie Wools                  | \$2,100    |
| John Coffman         | 37 | 486 | 11/16/1872 | Jacob Snively                        | \$2,100    |
| William Conrad       | 37 | 489 | 11/16/1872 | Martha Ann West                      | \$2,100    |
| Abraham Sissell      | 37 | 491 | 11/1/1872  | Friely F. Davis                      | \$2,100    |
| Robert Sorrell       | 37 | 494 | 11/1/1872  | Alexander Adams                      | \$2,100    |
| F. M. McCormack      | 37 | 497 | 7/20/1872  | Horace Greely                        | \$1,900    |
| Joseph Bissett       | 37 | 499 | 10/9/1872  | 4 Mules &c.                          | \$800      |
| Samuel Penner        | 37 | 501 | 10/9/1872  | Ernst & Holland                      | \$2,000    |
| Thomas Little        | 37 | 503 | 9/18/1872  | Martin O'Conner                      | \$1,450    |
| William Gallagher    | 37 | 506 | 9/18/1872  | Alexander Adams                      | \$2,100    |
| Philip Mouse         | 37 | 508 | 9/16/1872  | E. Hadra<br>Jack Topper<br>& 8 Mules | \$2,450    |
| Patrick Brady        | 37 | 511 | 9/3/1872   | D. A. Miller                         | \$2,100    |
| Charles H. Murphy    | 37 | 514 | 9/3/1872   | Minnie Topper                        | \$1,200    |
| Simon Western        | 37 | 516 | 8/8/1872   | J. W. Turner                         | \$2,100    |
| Jacob Brubaker       | 37 | 519 | 8/6/1872   | Bynon & Goodwin                      | \$1,400    |

|  |    |     |            |                     |          |
|--|----|-----|------------|---------------------|----------|
| James Donahow & Mary Donahow           | 37 | 522 | 7/31/1872  | 4 Mules &c.         | \$532.74 |
| Joseph Magruder                        | 37 | 525 | 7/9/1872   | E. M. Bynon         | \$2,100  |
| William R. Shaw                        | 37 | 528 | 4/12/1872  | Jacob McGraw        | \$2,100  |
| Peter T. F. Wolf                       | 37 | 531 | 7/9/1872   | Emma                | \$2,100  |
| William Knode & J. H. Huck             | 37 | 534 | 5/23/1872  | W. R. Shaw          | \$1,972  |
| F. H. Irwin                            | 37 | 536 | 6/25/1872  | Dr. D. T. Fahrney   | \$1,900  |
| Bynon & Goodwin                        | 37 | 539 | 6/12/1872  | Bynon & Goodwin     | \$1,025  |
| George W. Pittman                      | 37 | 542 | 6/12/1872  | Samuel H. Davis     | \$1,950  |
| Charles H. Arrington                   | 37 | 544 | 6/12/1872  | J. H. Garrish       | \$1,300  |
| Abner Merryman                         | 37 | 548 | 4/25/1872  | J. Jesse Moore      | \$2,100  |
| John M. Kreps & Elias Howard           | 37 | 553 | 5/23/1872  | 3 Mules &c.         | \$450    |
| William Nowle                          | 37 | 554 | 4/24/1872  | George S. Couter    | \$2,100  |
| John Bowers                            | 37 | 557 | 4/23/1872  | W. L. Read          | \$2,100  |
| William H. Reid                        | 37 | 559 | 4/23/1872  | Ben Bissell         | \$2,100  |
| John Oaks                              | 37 | 566 | 4/16/1872  | 4 Mules &c.         | \$642    |
| John A. Kaiser                         | 37 | 567 | 4/16/1872  | R. A. Goodwin       | \$2,100  |
| Charles M. Atwell                      | 37 | 575 | 4/16/1872  | D. M. Read          | \$2,100  |
| T. H. Davis                            | 37 | 580 | 4/16/1872  | Dr. F. M. Davis     | \$1,700  |
| Charles H. Arrington                   | 37 | 582 | 4/12/1872  | B. L. Summer        | \$2,100  |
| Charles A. Little                      | 37 | 585 | 4/12/1872  | Dr. J. P. Broderick | \$2,100  |
| Alonzo Goodrich                        | 37 | 587 | 4/12/1872  | James March         | \$2,100  |
| James Reid                             | 37 | 642 | 5/23/1872  | John W. Rhind       | \$2,100  |
| Eliza J. Hammond                       | 37 | 645 | 4/23/1872  | Eliza J. Hammond    | \$1,800  |
| Joseph Bissett                         | 37 | 654 | 10/16/1872 | Michael Fannon      | \$1,300  |
| Samuel Griminger                       | 38 | 115 | 4/16/1872  | William M. Price    | \$2,100  |
| John W. Quigley                        | 38 | 117 | 4/12/1872  | Toney Rody          | \$2,100  |
| John M. Kreps & Elias Howard           | 38 | 120 | 5/23/1872  | Ida J. Kreps        | \$1,700  |
| James A. Sigler                        | 40 | 6   | 4/12/1872  | City of Hamburg     | \$2,100  |
| Jack Wright                            | 40 | 8   | 4/12/1872  | George Hutton       | \$2,100  |
| George W. Taylor & Joseph Poffenberger | 40 | 11  | 4/12/1872  | Alfred Bain         | \$2,100  |
| Peter T. Ekes                          | 40 | 13  | 4/12/1872  | Ida & Harry Wolf    | \$2,100  |
| Thomas J. Backer                       | 40 | 16  | 4/12/1872  | Jacob Couter        | \$2,100  |
| John Oaks                              | 40 | 18  | 4/12/1872  | Conrad Woltz        | \$2,100  |
| George E. Little                       | 40 | 20  | 4/12/1872  | W. P. Wools         | \$2,100  |
| Thomas O'Donnell                       | 38 | 111 | 1/10/1873  | 4 Mules &c.         | \$425    |
| John W. Quigley                        | 38 | 488 | 4/10/1873  | 5 Mules &c.         | \$430    |
| Joseph Kirtley                         | 39 | 89  | 4/14/1873  | H. P. Simon         | \$638    |
| David J. Miller                        | 39 | 603 | 11/14/1873 | 8 Mules &c.         | \$475    |
| John W. McMachen                       | 39 | 606 | 11/14/1873 | J. R. Purcell       | \$1,700  |
| Reese Merryman                         | 39 | 610 | 11/21/1873 | W. M. Mertens       | \$2,100  |
| C. M. Thomas                           | 40 | 22  | 5/20/1873  | L. J. Freidt        | \$1,000  |
| C. M. Atwell                           | 40 | 25  | 4/29/1873  | Martin O'Conner     | \$1,300  |
| D. R. Holland                          | 40 | 27  | 4/23/1873  | Lizzie M. Holland   | \$2,100  |
| Owen Bissett                           | 40 | 29  | 4/10/1873  | T. A. Wood          | \$2,100  |
| Thomas O'Donnell                       | 40 | 31  | 5/20/1873  | 1 Mule &c.          | \$150    |

|                         |    |     |            |                              |            |
|-------------------------|----|-----|------------|------------------------------|------------|
| Patrick Kean            | 40 | 32  | 6/6/1873   | Johney                       | \$2,100    |
| Jacob Brubaker          | 40 | 34  | 5/20/1873  | Bynon & Goodwin<br>& 4 Mules | \$1,050    |
| K. A. Kirby             | 40 | 39  | 6/12/1873  | E. E. King                   | \$2,100    |
| J. V. L. McKaig         | 40 | 41  | 6/12/1873  | J. R. Miller                 | \$2,028    |
| Lewis Weller            | 40 | 227 | 7/8/1873   | D. A. Miller                 | \$2,010    |
| Thomas Sypold           | 40 | 229 | 7/21/1873  | J. R. Cruzen                 | \$1,586    |
| Jeremiah Kanode         | 40 | 232 | 7/21/1873  | E. E. King                   | \$2,100    |
| R. D. Kerfoot           | 40 | 234 | 9/22/1873  | J. R. Ray                    | \$2,100    |
| J. W. Fisher            | 40 | 236 | 9/22/1873  | A. J. Mills                  | \$2,100    |
| D. Z. Miller            | 40 | 238 | 10/5/1873  | Jacob Snively                | \$2,100    |
| Thomas O'Donnell        | 40 | 241 | 10/3/1873  | 1 Mule & Harness             | \$110      |
| Patrick Little          | 40 | 242 | 3/28/1873  | G. W. Barrett                | \$2,100    |
| John H. Murphy          | 40 | 244 | 3/28/1873  | A. P. Gorman                 | \$2,100    |
| John L. Miller          | 40 | 246 | 3/28/1873  | Larry Miller                 | \$2,100    |
| C. H. Fisher            | 40 | 248 | 3/28/1873  | Huntington                   | \$800      |
| B. F. Price             | 40 | 251 | 3/28/1873  | Ch. W. Wilson                | \$2,100    |
| James A. Null           | 40 | 253 | 3/28/1873  | Jonathan Spielman            | \$2,100    |
| H. W. Reid              | 40 | 255 | 3/28/1873  | T. H. West                   | \$2,100    |
| Charles J. Kaiser       | 40 | 257 | 3/28/1873  | Queen City<br>5 Mules        | \$1,057.80 |
| F. McCoy (boat repairs) | 40 | 259 | 11/21/1873 | M. E. McMachen               | \$211.20   |
| Richard Sorrell         | 40 | 260 | 11/10/1873 | 5 Mules                      | \$1,290    |
| John H. Eddy            | 40 | 261 | 11/10/1873 | Clara M                      | \$2,100    |
| John D. Hanna           | 40 | 263 | 4/4/1873   | H. A. Garrett                | \$1,500    |
| John Callin             | 40 | 265 | 11/21/1873 | George Hughes                | \$2,100    |
| C. E. Faulkwell         | 41 | 3   | 12/1/1873  | Mary Mertens                 | \$2,100    |
| John Noble              | 41 | 45  | 12/8/1873  | James Noble<br>4 Mules &c.   | \$354.16   |
| W. R. Shaw              | 41 | 194 | 1/15/1874  | 1 Mule &c.                   | \$125      |
| Thomas Little           | 41 | 312 | 4/4/1874   | General Grant<br>2 Mules &c. | \$400      |
| Martin V. Murray        | 41 | 313 | 4/4/1874   | 2 Mules &c.                  | \$375      |
| Otho Shivers            | 41 | 314 | 4/4/1874   | Lydia L. Shivers             | \$2,100    |
| Zack J. Read            | 41 | 317 | 4/4/1874   | J. H. Houck                  | \$2,100    |
| Peter Dunn              | 41 | 319 | 4/4/1874   | Martin Scally                | \$2,100    |
| J. H. Heck              | 41 | 344 | 4/17/1874  | J. T. Dixon                  | \$2,100    |
| James Seaman            | 41 | 357 | 4/23/1874  | Minnie Topper                | \$800      |
| M. C. Hartley           | 41 | 442 | 6/5/1874   | William Foley                | \$2,100    |
| Alfred Highbarger       | 41 | 445 | 6/5/1874   | G. W. Kanode                 | \$2,100    |
| John H. Helgoth         | 41 | 447 | 6/5/1874   | C. C. Kelly                  | \$2,100    |
| Joseph Kirtley          | 41 | 458 | 6/5/1874   | 3 Mules & 2 Horses           | \$561.63   |
| Clarence M. Atwell      | 41 | 520 | 7/30/1874  | 4 Mules & 1 Horse            | \$695.84   |
| John F. Wolf            | 41 | 531 | 7/7/1874   | Andrew Spier                 | \$466      |
| John G. Flanagan        | 41 | 572 | 7/16/1874  | Wm. H. Goady                 | \$1,400    |
| Frank Knott             | 41 | 601 | 7/23/1874  | J. F. Fernsner               | \$1,200    |
| Alonzo Goodrich         | 41 | 620 | 7/25/1874  | 3 Mules                      | 319.78     |
| W. L. Morrison          | 41 | 650 | 8/10/1874  | Lillie & May                 | \$1,769    |
| John McEntire           | 42 | 267 | 3/9/1874   | Four Sisters                 | \$2,100    |
| Nelson A. Long          | 42 | 270 | 4/9/1874   | Charles Ridgley              | \$1,285    |



|  |    |     |            |   |            |
|--|----|-----|------------|---|------------|
| James Riley                              | 42 | 272 | 3/9/1874   | W. E. Turner                                    | \$2,100    |
| J. M. Hiteshew                           | 42 | 275 | 3/9/1874   | Col. Theo Luman                                 | \$2,100    |
| Alexander McAlvey                        | 42 | 320 | 4/4/1874   | Capt. J. B. Winslow                             | \$2,100    |
| Charles Murphy                           | 42 | 323 | 4/4/1874   | Maggie C. Clay                                  | \$2,286.30 |
| Daniel M. Read                           | 42 | 326 | 4/4/1874   | Mattie O'Donall                                 | \$2,100    |
| James Hiteshew                           | 42 | 328 | 4/4/1874   | Belle Resley                                    | \$2,100    |
| George Thompson                          | 42 | 336 | 4/7/1874   | Fleming & Motter                                | \$2,100    |
| Joseph Kirtley                           | 42 | 342 | 4/7/1874   | H. B. Summis<br>& 1 Mule                        | \$150      |
| Benjamin Marmaduke<br>& George W. Hanney | 42 | 344 | 4/7/1874   | J. W. Grant, Jr.                                | \$2,100    |
| Owen Ardinger                            | 42 | 347 | 4/7/1874   | Alonzo Berry                                    | \$1,600    |
| Thomas O'Donall                          | 42 | 351 | 4/7/1874   | J. T. Scrivener<br>& 5 Mules                    | \$1,202    |
| George W. Knode                          | 42 | 430 | 4/25/1874  | Mrs. H. E. Chaplain                             | \$1,883.97 |
| Peter Mouse                              | 42 | 489 | 5/1/1874   | L. L. Mouse                                     | \$1,466.70 |
| John McArthur                            | 42 | 527 | 5/12/1874  | Mary Mack                                       | \$1,348.90 |
| William Alexander                        | 42 | 547 | 5/15/1874  | Toney Rodeci                                    | \$1,446.75 |
| Martin O'Conner                          | 43 | 3   | 8/1/1874   | J & T Coulehan<br>& five Mules                  | \$115      |
| Peter Snyder                             | 43 | 48  | 8/19/1874  | Fleming & Motter                                | \$2,050    |
| George Read                              | 43 | 80  | 8/25/1874  | Mayfield & Heiston                              | \$88       |
| W. A. Tice                               | 43 | 183 | 9/9/1874   | B. F. Rohrback                                  | \$1,881.09 |
| Zachariah T. Read                        | 43 | 251 | 9/22/1874  | 4 Mules &c.                                     | \$835.86   |
| Zachariah T. Read                        | 43 | 252 | 9/22/1874  | Little Joe<br>J. H. Houck                       | \$1,400    |
| J. H. Heck                               | 43 | 341 | 10/29/1874 | John T. Dixon & Co.<br>& 4 Mules                | \$1,758.16 |
| H. T. Singer                             | 43 | 355 | 12/2/1874  | Capt. J. B. Winslow                             | \$2,000    |
| Jeremiah Dick                            | 43 | 410 | 11/16/1874 | Dennis Murphy<br>& 3 Mules                      | \$488.80   |
| David W. Snyder                          | 43 | 418 | 11/17/1874 | Elmer & Katie<br>& 5 Mules                      | \$892..26  |
| William A. Tice                          | 44 | 47  | 12/2/1874  | Mollie E. Tice                                  | \$1,752.78 |
| John F. Wolf                             | 44 | 59  | 12/9/1874  | Andrew Spier<br>& 4 Mules                       | \$608.27   |
| Frank Knott                              | 44 | 147 | 12/26/1874 | 4 Mules   | \$172.33   |
| Peter T. F. Wolf                         | 43 | 438 | 1/13/1875  | Katie & Addie                                   | \$2,100    |
| James M. Hiteshew                        | 44 | 175 | 1/25/1875  | J. C. Stubblefield<br>Belle Resley<br>& 4 Mules | \$2,007.09 |
| C. M. Atwell                             | 44 | 392 | 4/24/1875  | Martin O'Conner<br>& 4 Mules                    | \$653.33   |
| E. S. Cummings                           | 44 | 393 | 4/24/1875  | Capt. John Weir                                 | \$2,100    |
| Adam Cockrell &<br>William Engle         | 44 | 448 | 4/17/1875  | William Rider                                   | \$900      |
| Patrick Kean                             | 44 | 479 | 3/22/1875  | Four Sisters<br>& 11 Mules                      | \$1,512.11 |
| Martin Smith &<br>E. Katie Smith         | 44 | 495 | 3/27/1875  | W. H. Ash<br>& 1 Mule                           | \$325      |

|                                   |    |     |            |  |            |
|-----------------------------------|----|-----|------------|--|------------|
| P. J. Ryan                        | 45 | 66  | 4/12/1875  | Francis Gannon                                       | \$1,575    |
| J. M. Hiteshew                    | 45 | 68  | 4/12/1875  | 1 Mule   | \$200      |
| W. L. Morrison                    | 45 | 71  | 4/17/1875  | Three Brothers                                       | \$1,575    |
| Franklin Sanbower                 | 45 | 79  | 4/24/1875  | 2 Mules  | \$330      |
| Frank Knott                       | 45 | 80  | 4/24/1875  | Albert Zeigler<br>& 4 Mules                          | \$1,135.35 |
| W. L. Arthur                      | 45 | 82  | 4/24/1875  | Mercia Martha Jane                                   | \$1,000    |
| G. M. Reid                        | 45 | 126 | 5/15/1875  | Col. J. C. Lynn                                      | \$1,500    |
| George Wyatt                      | 45 | 128 | 5/18/1875  | E. B. Hartley  | \$700      |
| Joseph Kirtley                    | 45 | 161 | 6/15/1875  | H. B. Simmonds<br>& 1 Mule                           | \$578.68   |
| Tolbert Butt                      | 45 | 326 | 7/26/1875  | Robert H. Gordon                                     | \$1,036.07 |
| Franklin Sanbower                 | 45 | 338 | 9/9/1875   | 3 Mules  | \$327.10   |
| George Read                       | 45 | 435 | 9/9/1875   | Mayfield & Heiston                                   | \$195.14   |
| Patrick Ganlay                    | 45 | 559 | 11/17/1875 | James E. Coulehan                                    | \$219.94   |
| Catharine Minthrop                | 46 | 9   | 9/4/1875   | 2 Cows & 2 Hogs                                      | \$95.75    |
| David Gingling                    | 46 | 12  | 7/14/1875  | A. P Gorman  | \$1,038.15 |
| Franklin Sanbower                 | 46 | 31  | 8/4/1875   | 1 Mule &c.   | \$200      |
| George Hughes                     | 46 | 62  | 8/21/1875  | American Boy<br>Ohio<br>J. B. Thurston<br>A. Lincoln | \$1,062.14 |
| James Keady                       | 46 | 65  | 8/21/1875  | Iowa   | \$900      |
| F. T. Boyer                       | 46 | 94  | 10/5/1875  | G. W. Knode  | \$2,000    |
| Franklin Sanbower                 | 46 | 102 | 10/7/1875  | Lillie & May<br>& 5 Mules                            | \$1,985    |
| Henry Teeters                     | 46 | 138 | 10/23/1875 | Belle Resley<br>& 4 Mules                            | \$1,810    |
| George W. Jones                   | 47 | 28  | 3/2/1876   | B. F. Price  | \$700      |
| Albert Beall                      | 47 | 225 | 5/30/1876  | Viola H. Weir<br>& 4 Mules                           | \$487.72   |
| Franklin Sanbower                 | 47 | 386 | 7/7/1876   | 2 Mules &c.  | \$210.46   |
| George W. Jones &<br>John T. Reed | 47 | 387 | 7/7/1876   | Lot on<br>Wineow Street                              | \$1,082.84 |
| Simon Piper                       | 47 | 417 | 7/24/1876  | Mattie S. O'Donnell                                  | \$1,650    |
| William H. McDonald               | 47 | 446 | 8/5/1876   | 5 Mules &c.  | \$166.90   |
| T. M. French                      | 47 | 546 | 9/5/1876   | John W. Dailey<br>4 mules & 1 Horse                  | \$539.23   |
| James Reid                        | 47 | 577 | 9/7/1876   | Carrie Vandever                                      | \$1,700    |
| Henry Teeters                     | 47 | 580 | 9/7/1876   | 1 mule   | \$100.56   |
| Jeremiah Dick                     | 47 | 609 | 10/2/1876  | 1 Spring wagon<br>& 10 Mules &c.                     | \$252.33   |
| Simon Weston                      | 47 | 614 | 10/4/1876  | G. H. Bradt<br>& 4 Mules                             | \$268.30   |
| John Cahill                       | 47 | 662 | 11/6/1876  | 4 Mules &c.  | \$120.45   |
| Robert A. Sorrell                 | 47 | 685 | 11/21/1876 | Alexander Adams                                      | \$146.94   |
| Henry Teeters                     | 48 | 132 | 11/28/1876 | Belle Resley<br>& 5 mules &c.                        | \$1,065.93 |
| Jeremiah Dick                     | 48 | 354 | 4/30/1877  | Dennis Murphy<br>1 wagon & 9 Mules                   | \$663.85   |

|                                    |    |     |            |   |            |
|------------------------------------|----|-----|------------|---|------------|
| Patrick Kean                       | 48 | 445 | 2/13/1877  | Johnnie   | \$96       |
| From: A. H. Bradt                  | 48 | 557 | 7/6/1877   | Dennis Murphy   | \$405      |
| R. A. Goodwin                      | 48 | 596 | 5/30/1877  | Household furniture                                     | \$242.90   |
| James & Annie M. Reilly            | 48 | 612 | 6/25/1877  | 4 Mules &c.   | \$250      |
| Nelson A. Long                     | 48 | 714 | 8/16/1877  | D. R. Long &<br>4 Mules, 2 horses                       | \$1,000    |
| Beverly Brooks                     | 48 | 715 | 8/16/1877  | John Hammond<br>& 4 Mules                               | \$1,000    |
| Joseph Magruder                    | 50 | 240 | 10/3/1877  | Thomas Lannen   | \$1,094.83 |
| Mollie E. Smith                    | 50 | 282 | 10/23/1877 | Lizzie Regan  | \$437.26   |
| William H. McDonald                | 50 | 283 | 10/24/1877 | 3 Mules, 1 Horse  | \$453.73   |
| George E. Little                   | 50 | 584 | 3/16/1878  | W. P. Wools<br>& 4 Mules                                | \$382.93   |
| Nelson A. Long                     | 50 | 592 | 3/19/1878  | D. R. Long<br>& 3 Mules                                 | \$200      |
| Tolbert Butts                      | 51 | 89  | 5/8/1878   | Robert H. Gordon  | \$568.69   |
| Mahala Dick                        | 51 | 133 | 4/27/1878  | 5 Mules   | \$554.61   |
| Robert Reid                        | 51 | 182 | 5/23/1878  | 4 Mules   | \$208.59   |
| Robert Sorrels                     | 51 | 297 | 8/28/1878  | Alexander Adams<br>& 3 Mules                            | \$390.16   |
| From: George E. Little             | 52 | 31  | 6/10/1878  | William P. Wools<br>& 4 Mules                           | \$771      |
| Samuel Griminger                   | 52 | 31  | 6/11/1878  | W. H. Price<br>& 3 Mules                                | \$210.83   |
| Theodore Embrey                    | 52 | 85  | 7/1/1878   | Edward R. Rinehart<br>J. E. Coulehan<br>City of Hamburg | \$1,639    |
| John A. Kaiser                     | 52 | 88  | 7/2/1878   | F. H. Offutt<br>& 3 Mules                               | \$287.98   |
| Louisa Atwell                      | 52 | 89  | 7/9/1878   | Albert Zeigler<br>& 4 Mules                             | \$631.41   |
| From: Henry Teeters                | 52 | 91  | 7/2/1878   | Belle Resley<br>& 4 Mules                               | \$1,195.30 |
| From: Wm. Conrad                   | 52 | 261 | 9/19/1878  | M. A. West<br>& 3 Mules                                 | \$100      |
| T. E. Thrasher &<br>W. L. Thrasher | 52 | 695 | 4/30/1879  | H. R. Talbot  | \$650      |
| Annie M. Riley                     | 53 | 51  | 5/10/1879  | 5 Mules   | \$505.84   |
| Samuel Griminger                   | 53 | 83  | 5/23/1879  | W. M. Price<br>& 4 Mules                                | \$470.11   |
| Richard Sorrel                     | 53 | 248 | 9/15/1879  | Horrie & Willie Wools                                   | \$250      |
| From: G. W. Carterville            | 53 | 263 | 9/30/1879  | 1 Mule  | \$13.40    |
| From: Henry Paxton                 | 54 | 65  | 6/11/1879  | 3 Mules   | \$200      |
| From: Charles & Louisa Atwell      | 54 | 219 | 11/11/1879 | Albert Zeigler<br>& 4 Mules                             | \$336.97   |
| From: N. A. Long                   | 54 | 381 | 3/2/1880   | D. R. Long  | \$245.38   |
| From: Wm. F. Smith                 | 57 | 93  | 10/24/1881 | 4 Mules   | \$550      |
| From: Wm. H. Ritter                | 57 | 85  | 10/26/1881 | Store Items   | \$420      |
| From: John Callin                  | 56 | 478 | 4/25/1881  | George Hughes   | \$440.48   |
| From: William Conrad               | 56 | 589 | 5/24/1881  | 4 Mules   | \$600      |

|                         |      |     |            |                         |          |
|-------------------------|------|-----|------------|-------------------------|----------|
| From: Henry Teeters     | 56   | 358 | 4/6/1881   | 5 Mules                 | \$692.84 |
| From: George Berns      | 55   | 373 | 8/4/1881   | 4 Mules                 | \$275    |
| From: Robert D. Bartley | 55   | 263 | 5/18/1881  | 4 Mules                 | \$412    |
| From: Patrick Gauley    | 57   | 2   | 9/1/1881   | 5 Mules &c.             | \$750    |
| From: W. N. Hudson      | 58   | 347 | 6/8/1882   | 2 Mules &c.             | \$200    |
| From: James Keady       | 59   | 11  | 8/3/1882   | 4 Mules                 | \$151.92 |
| From: L. B. Pierce      | 59   | 67  | 9/9/1882   | 4 Mules &c.             | \$100    |
| From: Levi Cartwright   | 59   | 67  | 9/9/1882   | 3 Mules &c.             | \$350    |
| From: Wm. F. P. Parker  | 59   | 97  | 9/21/1882  | 4 Mules &c.             | \$525    |
| From: Daniel Gross      | 59   | 114 | 9/26/1882  | 2 Mules &c.             | \$200    |
| From: James Moriarty    | 59   | 129 | 9/30/1882  | B. L. Slack             | \$217.25 |
| From: Z. T. Read        | 59   | 317 | 12/13/1882 | 1 Mule<br>1 Horse       | \$247.74 |
| From: Norman B. Wilson  | 59   | 366 | 12/30/1882 | 4 Mules                 | \$100    |
| From: Charles T. Atwell | 59   | 596 | 4/10/1883  | 5 Mules &c.             | \$850    |
| From: Wm. Parker        | 59   | 612 | 4/17/1883  | 2 Mules<br>1 Horse, &c. | \$225    |
| From: Scott Davis       | 59   | 613 | 4/18/1883  | 4 Mules &c.             | \$650    |
| From: Kirk Fields       | 59   | 613 | 4/23/1883  | 3 Mules<br>1 Horse, &c. | \$519.38 |
| From: Wm. Parker        | 59   | 629 | 5/1/1883   | 1 Mule                  | \$89.50  |
| From: Charles Fields    | 59   | 662 | 5/11/1883  | 4 Mules &c.             | \$460    |
| From: Wm. F. P. Parker  | TL 1 | 303 | 8/2/1883   | 4 Mules &c.             | \$150    |
| From: Louis Helgoth     | TL 1 | 309 | 8/6/1883   | 5 Mules &c.             | \$810    |
| From: Z. T. Read        | TL 1 | 345 | 8/29/1883  | 5 Mules &c.             | \$273.34 |
| From: Charles M. Atwell | TL 2 | 47  | 4/23/1884  | 3 Mules &c.             | \$137.66 |
| From: David Hoadley     | TL 2 | 97  | 5/19/1884  | 1 Mule                  | \$40     |
| From: John T. Reid      | TL 2 | 370 | 12/10/1884 | 8 Mules &c.             | \$52.99  |
| From: John Callin       | TL 4 | 348 | 4/5/1887   | 2 Mules &c.             | \$160    |

Allegany County Courthouse, Cumberland, MD, Deed Book 13, page 149, 4/4/1855.

At the request of F. Mertens and J. Shneider the following Mortgage was recorded April 4th 1855.

This Indenture made this fourth day of April in the year of our Lord eighteen hundred and fifty five, between William M. Blackford of Washington County, in the State of Maryland of the one part, and Frederick Mertens and John Shneider, of Allegany County, State of Maryland, of the other part. Whereas the said William M. Blackford owes and stands justly indebted to the said Frederick Mertens and John Shneider in the sum of one thousand and fifty dollars, current money, and to secure the payment thereof, is willing to execute these presents. Now this Indenture witnesseth that the said William M. Blackford for and in consideration of the premises and the sum of five dollars, current money to him in hand paid by the said Frederick Mertens and John Shneider at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said Frederick Mertens and John Shneider, their executors, administrators and assigns, the canal boat called and known by the name of "Katy Darling." To have and to hold the said canal boat "Katy Darling" unto the said Frederick Mertens and John Shneider, their executors, administrators and assigns, to their own use and behoof. Provided always and it is declared to be the true intent and meaning of these presents, that if the said William M. Blackford do and shall well and truly pay or cause to be paid unto the said Frederick Mertens and John Shneider, their executors, administrators or assigns, the full sum of one thousand and fifty dollars, current money, with legal interest for the same on or before the first day of April in the year eighteen hundred and fifty seven, in the following manner, to wit: The said William M. Blackford hereby agrees to pay the said Frederick Mertens and John Shneider monthly, commencing with the month of April in the year eighteen hundred and fifty five, twenty five cents a ton on all coal or other freight, freighted on the said canal boat called "Katy Darling," said amount to be ascertained monthly by certificate of the Collector of the Canal at Cumberland, until the full amount of one thousand and fifty dollars with legal interest on the same shall be paid. The whole amount of one thousand and fifty dollars with interest to be paid on or before the first day of April in the year eighteen hundred and fifty seven. And the said William M. Blackford hereby further agrees and binds himself to run regularly on the Canal during the boating seasons, the said canal boat "Katy Darling" then and in such case these presents and every matter and thing herein contained shall cease, determine and be utterly void anything herein contained to the contrary notwithstanding; and the said William M. Blackford for himself, his executors, administrators and for every of them do then covenant, promise and agree to and with the said Frederick Mertens and John Shneider their executors, administrators and assigns, that he the said William M. Blackford, his executors, administrators and assigns, shall and will well and truly pay or cause to be paid the aforesaid sum of money with legal interest thereon at such times and after such manner as hereinbefore set forth and agrees for the payment thereof. In testimony whereof I hereunto subscribe my name and affix my seal on the day and year first above written.

Signed, sealed and  
delivered in presence of:  
J. B. Widener

Wm. M. Blackford {Seal}

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this fourth day of April in the year eighteen hundred and fifty five, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared William M. Blackford being satisfactorily proven by oral testimony under oath received by me to be the person

who is named and described and professing to be a party to the foregoing deed of mortgage and doth acknowledge the foregoing said indenture or instrument of writing to be his act and deed. And at the same time and place Frederick Mertens and John Shneider, the mortgagees mentioned in the foregoing deed of mortgage, made oath on the Holy Evangely of Almighty God, that the consideration mentioned and set forth in the mortgage is true and bona fide as therein set forth. In testimony whereof I hereunto subscribed my name on the day and year aforesaid.

J. B. Widener, J.P.

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

H. Resley, Clerk

At the request of Ezra Reynolds this Bill of Sale was recorded November 22, 1855.

This Indenture made this twentieth day of November in the year of our Lord one thousand eight hundred and fifty five, between Frederick Mertens and John Snyder, of Allegany County, in the State of Maryland, partners doing business under the name, firm and style of Mertens & Snyder, of the first part William M. Blackford of Washington County in the State of Maryland of the second part and Ezra Reynolds of Allegany County in the State of Maryland of the third part. Whereas the said William M. Blackford by his deed of mortgage bearing date the fourth day of April in the year 1855 and recorded among the Land Records of said Allegany County in Liber H. A. No. 13, folio 149 did grant, bargain, sell and convey unto the said Mertens and Snyder, their executors, administrators and assigns, all that canal boat called and known by the name "Katy Darling" in which said deed of mortgage there is a condition contained, that the same shall be null and void, on payment by the said William M. Blackford to the said Mertens and Snyder of the sum of one thousand and fifty dollars, with interest at the times and in the manner particularly set forth therein; all which on reference to the said deed of mortgage dated and recorded as aforesaid will fully and at large appear. And whereas the said William M. Blackford hath fully paid and satisfied unto the said Mertens and Snyder the aforesaid sum of money or mortgage debt with the interest in full satisfaction of and compliance with the conditions of the said deed of mortgage so that the said Blackford and the said Canal Boat ought to be and are intended hereby to be fully released and discharged from the liability and lien of said deed of mortgage. And whereas also the said William M. Blackford hath bargained and sold the said Canal Boat unto the said Ezra Reynolds for the sum of thirteen hundred and fifty dollars, current money, which said last mentioned sum of money hath been fully paid and satisfied, by the said Ezra Reynolds to the said William M. Blackford and the said William M. Blackford has requested the said Mertens and Snyder to unite within conveyance of the said Canal Boat to the said Ezra Reynolds. Now therefore this Indenture witnesseth that the said parties of the first and second part, for and in consideration of the premises and in further consideration of the sum of five dollars, current money, to them in hand paid by the said party of the third part and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed and by these presents do grant, bargain, sell and convey unto the said party of the third part, his executors, administrators and assigns, all that the aforesaid Canal Boat, called and known by the name of the "Katy Darling" now lying at Cumberland and employed in the transportation of coal on the Chesapeake and Ohio Canal. To Have and to Hold the said Canal Boat with her appurtenances unto the said party of the third part, his executors, administrators and assigns. And the said William M. Blackford doth by these presents, covenant, promise and agree to and with the said Ezra Reynolds that the said Canal Boat now is free and clear of all and all manner of liens, charges and encumbrances of any nature or kind whatsoever. In witness whereof the said parties of the first and second parts have hereunto set their hands and seals the day and year first herein above mentioned.

Signed, sealed and delivered  
in the presence of:  
Andrew Gonder

F. Mertens {Seal}  
John Snyder {Seal}  
W. M. Blackford {Seal}

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this twentieth day of November in the year of our Lord eighteen hundred and fifty five, before me the subscriber, a Justice of the Peace of the State of Maryland, in and the County aforesaid, personally

appeared John Snyder and William M. Blackford who the undersigned is of his own knowledge satisfied are and hereby certified them to be the persons named and described as and professing to be the parties grantors to the foregoing Bill of Sale or instrument of writing and severally duly acknowledge the same to be their act and deed; and at the same time also appeared before me Ezra Reynolds the grantee in the said foregoing Bill of Sale named and made oath in due form of law that the considerations set forth in the said foregoing Bill of Sale is true and bona fide as therein set forth. Acknowledged and sworn before

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 22nd day of November in the year eighteen hundred and fifty five, before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County aforesaid, personally appeared Frederick Mertens who the undersigned is of his own knowledge satisfied and hereby certifies him to be the person named and described as and professing to be party grantor in and to the foregoing deed or indenture and duly acknowledged the same to be his act and deed.

Andrew Gonder, J.P.

Received one dollar State of Maryland stamp tax on this instrument when offered for record.

H. Resley, Clerk



Allegany County Courthouse, Cumberland, MD, Deed Book 13, page 391, 11/22/1855.

At the request of Charles B. Thurston, Trustee, this Deed of Trust was recorded Nov. 22, 1855.

This Indenture made this twentieth day of November in the year of our Lord one thousand eight hundred and fifty five, between Ezra Reynolds of Allegany County in the State of Maryland of the first part and Charles B. Thurston of the same county and state aforesaid of the second part. Whereas the said Ezra Reynolds, now stands bound and indebted unto Frederick Mertens and John Snyder, partners trading and doing business under the name firm and style of Mertens and Snyder, upon nine promissory notes, each for the sum of ninety dollars and forty five cents, all bearing date the twentieth day of November in the year eighteen hundred and fifty five, all made by the said Ezra Reynolds and George Lynn, President of the Scranton Coal and Iron Company (the said George Lynn having become security for the said Ezra Reynolds at his request and upon the agreement that these presents should be made and executed) and which said promissory notes are payable with interest from date to the order of Mertens and Snyder as follows, to wit: the first at sixty days after date; the second at four months after date; the third at six months after date; the fourth at eight months after date; the fifth at ten months after date; the sixth at twelve months after date; the seventh at fourteen months after date; the eighth at sixteen months after date; and the ninth on the first day of April in the year eighteen hundred and fifty seven. And whereas the said Ezra Reynolds stands also indebted unto the said Scranton Coal and Iron Company in the sum of five hundred and thirty five dollars and ninety three cents, current money, with interest thereon from the twentieth day of November in the year eighteen hundred and fifty five. And whereas also it hath been agreed by and between the said Ezra Reynolds and the said Scranton Coal and Iron Company that the said party of the first part shall run and freight his Canal Boat called and known by the name "Katy Darling" with the coal of and exclusively for the said Scranton Coal and Iron Company through the Chesapeake and Ohio Canal from Cumberland to Georgetown or Alexandria as the said Company may prefer, at and for such rates of freight per ton as may be paid, generally from time to time during the continuance of this agreement, by the other incorporated companies for the like transportation of their coal through the said canal from Cumberland to Georgetown or Alexandria. And whereas also it hath been further agreed by and between the said Ezra Reynolds and the said Scranton Coal and Iron Company that out of the amount of freight to accrue and become due to the said party of the first part from the said Company upon and for each and every trip or voyage of the said Canal Boat from Cumberland to Georgetown or Alexandria, as the case may be, the said Scranton Coal and Iron Company may and shall retain the sum of twenty five dollars to be applied by the said Company towards the payment and satisfaction of the above mentioned nine promissory notes and afterwards when the said promissory notes are thus paid and satisfied the said deductions and retentions of twenty five dollars for each trip or voyage, shall be applied towards the payment and discharge of the aforesaid debt of the said Ezra Reynolds to the said Company of five hundred and thirty five dollars and ninety three cents with interest from the 20th day of November 1855 as aforesaid until the whole of said last mentioned debt, with the interest, is fully discharged and extinguished. And whereas also it hath been further agreed by and between the said Ezra Reynolds and the said Scranton Coal and Iron Company and the said Mertens and Snyder, that in order to secure the payment of the aforesaid notes and debts, these presents should be made and executed. Now therefore this Indenture witnesseth that the said party of the first part for and in consideration of the premises and in and for the consideration of the sum of five dollars to him in hand paid by the said party of the second part at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said party of the second

part, his executors, administrators and assigns all that aforesaid Canal Boat called and known by the name of "Katy Darling" now lying at Cumberland and employed in the transportation of coal on the Chesapeake and Ohio Canal. To Have and To Hold the said above named Canal Boat with appurtenances, unto the said party of the second part, his executors, administrators and assigns; in trust however and upon the following express conditions, that is to say, if the said party of the first part shall well and truly pay to the Company or allow them to retain out of the freights on tonnage of the said Canal Boat "Katy Darling" upon and for each trip or voyage of said boat through the Canal aforesaid from Cumberland to Georgetown or Alexandria, as the case may be, the sum of twenty five dollars to be applied by the said Company toward the payment and satisfaction of the above mentioned and described nine promissory notes and of the aforesaid debt of five hundred and thirty five dollars and ninety three cents to the said Company, until by such payments or retentions the whole of said promissory notes and the indebtedness to said Company, with the interest thereon, shall be paid and satisfied. And if the said party of the first part shall also well, faithfully and diligently run and freight the said Canal Boat with the coal of and exclusively for the said Company at and at the rates of freight aforesaid, henceforth and until by the deductions and retentions aforesaid to be made from freights and applied by the said Company, in manner aforesaid, the whole of said promissory notes and the aforesaid debt due the said Company with interest as aforesaid, shall be fully paid and satisfied. And if the said party of the first part shall also keep the said Canal Boat in a good and sufficient state of repair until the whole of said notes and debt shall be fully paid and satisfied. And if the said party of the first part shall also keep, observe and perform all and every the covenants, promises and agreements herein contained on his part and behalf to be kept, observed and performed, then and in case of full compliance by the said party of the first part, with all these above written conditions and premises, these presents shall become void. But if the said party of the first part shall fail, refuse or neglect to keep, observe or comply with and perform either or any of the above written conditions and premises, then and in such case it shall and may be lawful for the said party of the second part to take immediate possession of the Canal Boat "Katy Darling" aforesaid and sell the same at public sale, upon such terms and notice and at such time and place as to the said party of the second part may seem proper and expedient; and out of the proceeds of such sale the said party of the second part shall pay first the commissions and expenses incident to such sale. Secondly the whole amount that may be due at the time of such sale, upon the said promissory notes or such of them as may then be unsatisfied. Thirdly the aforesaid debt or sum of five hundred and thirty five dollars and ninety three cents, with interest, to the Scranton Coal and Iron Company or its assigns. Fourthly the surplus, if any, to the said Ezra Reynolds. And the said Ezra Reynolds doth by these presents, covenant, promise and agree to and with the Scranton Coal and Iron Company and the said Mertens and Snyder in manner following that is to say that he will well and truly pay the whole of the promissory notes and debts aforesaid or allow the said Company to retain the same from freights in manner aforesaid. And also that he will well and faithfully and diligently run and freight the said Canal Boat through the said Canal from Cumberland to Georgetown or Alexandria, as the said Company may from time to time prefer, at and after the rates of freight aforesaid until by the deductions and retentions aforesaid, from freights to be made in manner aforesaid, the whole of said promissory notes and debts hereinabove mentioned shall be fully paid and satisfied. And also that he will keep the said Canal Boat in a good and sufficient state of repair. And it is further mutually understood and agreed that if at any time when the said party of the first part shall present and offer the said Canal Boat to be loaded with coal at the usual loading place of said Company at Cumberland, the said Company shall declare themselves unable or unprepared to load and freight the said boat within a reasonable time thereafter then and in such case the said party of the first part shall have the privilege of freighting and transporting coal for that next trip or voyage for any other parties in said

Canal Boat, he paying however to the said Company the sum of twenty five dollars for that trip to be applied in like manner as the deductions and retentions aforesaid.

In witness whereof the said party of the first part hath hereunto set his hand and seal the day and year first herein above written.

Signed, sealed and delivered  
in the presence of (the words  
"all" "parties to these presents" and  
"offer" being erased and the words  
"sell" & the said Mertens & Snyder  
being interlined before signing & sealing.  
Andrew Gonder

Ezra Reynolds {Seal}

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

Andrew Gonder, J.P.

Received one dollar State of Maryland Stamp tax on this instrument when offered for record.

H. Resley, Clerk

Allegany County Courthouse, Cumberland, MD, Deed Book 16, page 696, 4/5/1858.

At the request of Mertens and Snyder the following Mortgage was recorded April 5th 1858.

This Indenture, made this fifth day of April in the year eighteen hundred and fifty eight, between Charles Knieriem and Casper Richard, of Allegany County, State of Maryland of the first part and Frederick Mertens and John Snyder, partners doing business under the name and style of Mertens and Snyder of said county and State aforesaid, of the second part.

Whereas the said Mertens & Snyder, have this day sold to the said Charles Knieriem and Casper Richard the Canal Boat called "Michael Freiber," at and for the sum of fourteen hundred and fifty dollars, of which the said Charles Knieriem and Casper Richard have this day paid the sum of five hundred dollars and is to pay to the said Mertens and Snyder, and their assigns, the balance of said purchase money, which is nine hundred and fifty dollars, in installments of forty dollars for every trip made by said boat "Michael Freiber" from Cumberland, or any of the intermediate ports, to Georgetown, Alexandria or Washington City, until the said nine hundred and fifty dollars shall have been paid, with interest thereon from this date, crediting the respective payments thereon as of the time when such payments shall be made, the said interest to be paid every three months, commencing from this date. And that the said Knieriem and Richard shall keep said boat in good repair. Now this Indenture Witnesseth that the said Charles Knieriem and Casper Richard, for and in consideration of the premises, hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said Frederick Mertens and John Snyder, their executors, administrators and assigns, the Canal Boat called "Michael Freiber," to have and to hold the same unto the said Frederick Mertens and John Snyder 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 Charles Knieriem and Casper Richard shall well and truly pay unto the said Mertens and Snyder, their executors, administrators or assigns, the aforesaid installments of purchase money upon each and every trip as aforesaid, until the whole of purchase money, with the interest, and at the times aforesaid, shall be fully paid; and if the said Knieriem and Richards shall well and truly perform all the covenants on their parts 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 void; otherwise to remain in full force. 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 Knieriem and Richard, 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 Knieriem and Richard, then in either event, the said Mertens and Snyder or their assigns is hereby authorized to take immediate possession of said boats and after ten days notice thereof, in a newspaper printed in the City of Cumberland, to sell said Canal Boat at public sale as mortgagees, 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, then the balance due to the said Mertens and Snyder, or their assigns, of said purchase money and interest, and the surplus, if any, to be paid to the said Charles Knieriem and Casper Richard, their executors, administrators or assigns.

Witness whereof the said Charles Knieriem and Casper Richard hath hereunto subscribed their names and affixed their seals, on the day and year first above written.

The interlineations over the  
18th & 21st lines made before signing  
Teste: Henry McKeon

his  
Charles X Knieriem {Seal}  
mark  
Casper Richard {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this fifth day of April in the year eighteen hundred and fifty eight, before the subscriber a Justice of the Peace of the said State, in and for the County aforesaid, personally appeared Charles Knieriem and Casper Richard and acknowledged the foregoing mortgage to be their act; and at the same time also appeared Frederick Mertens, of the firm of Mertens and Snyder, and made oath in due form of law that the consideration in the said mortgage is true and bona fide as therein set forth.

Henry McKeon, J.P.

I hereby release the within mortgage. Witness our hands & seals this 25th day of September 1860.  
Teste: J. Resley

F. Mertens {Seal}  
John Snyder {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 17, page 159, 7/20/1858.

At the request of Mertens & Snyder the following Mortgage was recorded July 20th 1858.

This Mortgage, made this 20th day of July 1858, between John D. Kelley, of Allegany County and State of Maryland of the first part and Frederick Mertens and John Snyder, of the City of Cumberland and State of Maryland, partners doing business under the name and style of Mertens and Snyder, of the second part. Witnesseth that in consideration of the sum of one thousand dollars, with interest thereon from the date hereof, now due from the said John D. Kelley to said Mertens and Snyder, being the balance of purchase money for the Canal Scow "Doctor J. Robertson" doth grant, bargain and sell to the said Mertens & Snyder the Canal Scow "Doctor J. Robertson," and it is further covenanted between the said John D. Kelley and the said Mertens & Snyder that the said Kelley shall run regular trips with said Canal Scow and at such times as other Canal Boats do make regular trips and at such rates of freight as is then given. And it is hereby covenanted by the said John D. Kelley that he shall pay unto the said Mertens & Snyder forty dollars for each and every trip made by said Scow from said City of Cumberland to Georgetown, Alexandria or Washington, or any of the intermediate ports, and that the said Kelley shall pay the interest of the said balance of purchase money every three months from the date hereof. Provided nevertheless that if the said John D. Kelley shall well and truly pay to the said Mertens and Snyder, the aforesaid installments of forty dollars a trip and the interest of said purchase money as aforesaid, until the whole balance and interest be paid, and if the said Kelley shall well and truly perform all the covenants on his part to be performed as set forth in this mortgage, then this instrument of writing shall be null and void; otherwise to remain in full force and virtue in law. And it is further witnessed that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said J. D. Kelley, to make regular payments on account of said purchase money, or to pay the interest at the times mentioned, or in case of a failure to make the regular trips as aforesaid, or in case of a failure or neglect upon the part of said John D. Kelley to freight at such rates as aforesaid or in case of failure to keep said Scow in proper order or in case of failure to perform any of the stipulations or recitals in this mortgage named to be done by said Kelley, then in either event, the said Mertens and Snyder is hereby authorized to take immediate possession of said Scow and after ten days public notice thereof, in a newspaper published in the City of Cumberland, to sell said Canal Scow at public sale as mortgagees, 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, then the balance due to the said Mertens and Snyder, of said purchase money and interest.

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

Teste:

John D. Kelley {Seal}

The erasures & interlineations

made before signing

Henry McKeon

State of Maryland, Allegany County, to wit: I hereby certify that on this 20th day of July in the year 1858, before the subscriber, a Justice of the Peace of the said State, in and for the County, personally appeared John D. Kelley and acknowledged the foregoing mortgage to be his act; and at the same time before me also appeared Frederick Mertens, one of the firm of Mertens and Snyder, and made oath in due form of law that the consideration in the said mortgage is true and bona fide as therein set forth.

Henry McKeon, J.P.

I hereby release the within mortgage. Witness my hand and seal this 6th day of October 1859.

Frederick Mertens {Seal}  
for Mertens & Snyder

Allegany County Courthouse, Cumberland, MD, Deed Book 17, page 175, 7/26/1858.

At the request of Mertens and Snyder this Mortgage was recorded July 26th 1858.

This Mortgage, made this 26th day of July in the year 1858, between John Barry, of Washington County and State of Maryland of the first part and Frederick Mertens & John Snyder, partners doing business under the name and style of Mertens and Snyder, of the City of Cumberland and State of Maryland, of the second part. Witnesseth that in consideration of the sum of twelve hundred and fifty dollars, with interest thereon from the date hereof, now due from the said John Barry to said Mertens & Snyder, being the balance of purchase money for the Canal Scow "Michael O'Shea" doth grant, bargain and sell to the said Mertens and Snyder the Canal Scow "Michael O'Shea," and it is further covenanted between the said John Barry and the said Mertens and Snyder, that the said John Barry shall run regular trips with said Canal Scow and at such times as other Canal Boats do make regular trips and at such rates of freight as are then given. And it is hereby covenanted by the said John Barry that he shall pay unto the said Mertens and Snyder forty dollars for each and every trip made by said Scow from Cumberland City to Georgetown, Alexandria or Washington, or to any of the intermediate ports from said City of Cumberland, and that the said Barry shall pay the interest of said purchase money every six months; and it is further covenanted by said John Barry that in case the rate of freight should be \$1.35 per ton or more, then said Barry shall pay to said Mertens and Snyder \$45 for each and every trip aforesaid, until the whole purchase money and interest be paid as aforesaid and if the said Barry shall well and truly perform all the covenants on his part to be performed as set forth in this mortgage, then this instrument of writing shall be null and void; otherwise to remain in full force and virtue in law. And it is further covenanted and mutually agreed between the parties aforesaid, that in case of any default upon the part of the said John Barry to make regular payments on account of said purchase money, or to pay the interest at the times mentioned, or in case of a failure to make the regular trips as aforesaid, or in case of a failure or neglect upon the part of said John Barry to freight at such rates as aforesaid or in case of failure to keep said Scow in proper order, or in case of failure to perform any of the stipulations or recitals in this mortgage named to be done by said Barry, then in either event, the said Mertens and Snyder is hereby authorized to take immediate possession of said Canal Scow and after ten days public notice thereof, in a newspaper published in the City of Cumberland, to sell said Scow at public auction as mortgagees, 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, then the balance due to the said Mertens and Snyder, of said purchase money and interest.

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

Witness:

Henry McKeon

John Barry {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 26th day of July in the year 1858, before the subscriber, a Justice of the Peace of the State of Maryland, in and for said County, personally appeared John Barry and acknowledged the foregoing mortgage to be his act. And at the same time before me also appeared Frederick Mertens, of the firm of Mertens & Snyder, and made oath in due form of law that the consideration in the said mortgage is true and bona fide as therein set forth.

Henry McKeon, J.P.



We Frederick Mertens & John Snyder hereby release the above mortgage.

Witness our hands and seals this 19th day of February 1860.

Frederick Mertens {Seal}  
for Mertens & Snyder

Allegany County Courthouse, Cumberland, MD, Deed Book 17, page 487, 12/8/1858.

At the request of Mertens and Snyder this Mortgage was recorded Dec. 8th 1858.

This Mortgage, made this 7th day of December in the year 1858, by Peter Quigley. Witnesseth that in consideration of the sum of two hundred dollars with interest thereon from this date being two promissory notes for one hundred dollars each, one payable in six months, and the other payable in twelve months from date, and dated on this day, now due from Peter Quigley to Frederick Mertens and John Snyder, partners trading under the name and style of Mertens and Snyder, doth grant unto the said Mertens and Snyder the following property, viz: 2 Black Mules called Bob & Queen, 2 bay Mules called Joe and Poll, 1 gray Mule called Logan, 1 Mare called Snap.

Provided that if the said Peter Quigley shall pay the amount of the said promissory notes, with interest, to the said Mertens and Snyder, and at the time that each of the promissory notes become due, then this mortgage shall be void, otherwise to remain in full force and virtue in law. And this mortgage further witnesseth that it is mutually agreed between the parties aforesaid that in case of any default upon the part of said Peter Quigley to make the regular payments in the said promissory notes when due, with interest from this date, then the said Mertens and Snyder is hereby authorized to take immediate possession of the said Mules and Mare, and after ten days notice thereof in a newspaper published in Cumberland to sell said Mules and Mare, 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 Mertens & Snyder, of said notes and interest. In witness whereof the said Peter Quigley hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Henry McKeon

Peter Quigley {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 7th day of December, in the year 1858, before the subscriber, a Justice of the Peace of the said State, in and for the County aforesaid, personally appeared Peter Quigley and acknowledged the foregoing mortgage to be his act. And at the same time before me also appeared Frederick Mertens of the firm Mertens and Snyder and made oath in due form of law, that the consideration in the said mortgage is true and bona fide as therein set forth.

The interlineation made before signing.  
Henry McKeon

Henry McKeon, J.P.

I hereby release the within mortgage, on the part of Mertens and Snyder. Witness my hand and seal this 2nd day of September in the year 1859.

F. Mertens {Seal}  
for Mertens & Snyder

Allegany County Courthouse, Cumberland, MD, Deed Book 17, page 488, 2/8/1859.

At the request of Mertens and Snyder this Mortgage was recorded Feb. 8th 1859.

This Mortgage, made this 27th day of January in the [year] eighteen hundred and fifty nine, by Peter Quigley of Allegany County, in the State of Maryland. Witnesseth that in consideration of the sum of two hundred and seventy five dollars being the balance of purchase money of the Canal Boat called "Dr. B. A. Dougherty" with interest thereon from the date hereof, now sue and owing from the said Peter to Frederick Mertens and John Snyder, partners doing business under the name and style of Mertens and Snyder of the City of Cumberland and State aforesaid, doth grant, bargain and sell unto the said Mertens and Snyder the Canal Boat called "Dr. B. A. Dougherty."

Provided that if the said Peter Quigley shall pay to the said Mertens and Snyder forty dollars for each and every trip made by said Boat from the City of Cumberland to Georgetown, Alexandria or Washington City or to or from any of the intermediate ports between Cumberland and Washington City until the said balance of purchase money is paid with interest thereon from this date, and shall keep said Boat in good repair, and if the said Peter Quigley shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this mortgage, then this mortgage and every matter and thing herein contained shall be null and void, otherwise to remain in full force and virtue in law.

And this mortgage further witnesseth that it is mutually agreed between the parties aforesaid that in case of any default upon the part of said Peter Quigley to make the regular payments on account of said balance of purchase money as herein provided, or in case a failure to make regular trips with said Boat, or in case of failure to keep said Boat in good repair, or in case of failure to perform any of these stipulations or recitals in this mortgage named to be done and performed by the said Peter Quigley, then in either event the said Mertens and Snyder are hereby authorized to take immediate possession of said Boat, and after ten days public notice thereof, in a newspaper printed in 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 Mertens & Snyder, of said balance of purchase money and interest. In witness whereof the said Peter Quigley hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Interlining and erasures made before signing.

Teste: Henry McKeon

Peter Quigley {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 7th day of December, in the year 1858, before the subscriber, a Justice of the Peace of the State in and for the County aforesaid, personally appeared Peter Quigley and acknowledged the foregoing mortgage to be his act. And at the same time before me also appeared Frederick Mertens one of the firm Mertens and Snyder and made oath in due form of law, that the consideration in the said mortgage is true and bona fide as therein set forth.

Henry McKeon, J.P.

I hereby release the within mortgage, on the part of Mertens and Snyder. Witness my hand and seal this 14th day of October 1862.

F. Mertens {Seal}  
for Mertens & Snyder

Allegany County Courthouse, Cumberland, MD, Deed Book 17, page 593, 3/17/1859.

At the request of Mertens and Snyder this Mortgage was recorded March 17th 1859.

This Mortgage, made this sixteenth day of March in the year 1859, by Adam Sibert, of Hampshire County and State of Virginia. Witnesseth that in consideration of the sum of one thousand one hundred dollars, of which has been paid by a promissory note payable in 90 days from date and dated March the twelfth 1859 with interest thereon from the sixteenth of March 1859, now due from said Adam Sibert to said Frederick Mertens and John Snyder, of the City of Cumberland, and State of Maryland, partners doing business under the name and style of Mertens and Snyder, doth grant unto the said Mertens & Snyder the Canal Scow "Doctor J. Robinson," provided that the said Adam Sibert shall pay to the said Mertens and Snyder forty dollars on each and every trip made by said Canal Scow "Dr. J. Robinson" between the said City of Cumberland and Georgetown, Alexandria and Washington, or any of the intermediate ports, and it is further provided and covenanted by the said Adam Sibert that he shall make regular trips with said Canal Scow and at such times as other Canal Boats make regular trips, and that he will keep said Canal Scow in good repair at his own cost, and it is further provided and mutually agreed between the parties aforesaid that in case of any default upon the part of the said Adam Sibert to make regular payments as aforesaid, or to make regular trips as aforesaid, to keep said Canal Scow in good repair as aforesaid, or in case of failure to perform any of the provisions or covenants in this mortgage named to be done and performed on the part of said Adam Sibert, then in either event, the said Mertens and Snyder are hereby authorized to take immediate possession of said Canal Scow and after ten days public notice thereof, in a newspaper printed in the City of Cumberland, to sell said Canal Scow at public sale as mortgagees, 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, then the balance due to the said Mertens and Snyder, of said [purchase] money and interest.

Witness my hand and seal this 16th day of March in the year 1859.

Teste:

Adam Sibert {Seal}

Henry McKeon

State of Maryland, Allegany County, to wit: I hereby certify that on this 16th day of March in the year 1859, before the subscriber, a Justice of the Peace of the said State, in and for the County aforesaid, personally appeared Adam Sibert and acknowledged the foregoing mortgage to be his act; and at the same time before me also appeared Frederick Mertens, one of the firm of Mertens and Snyder, and made oath in due form of law, that the consideration in the above mortgage is true and bona fide, as therein set forth.

Henry McKeon, J.P.

I hereby release the within mortgage. Witness my hand and seal this 15th day of September 1862.

F. Mertens {Seal}

for Mertens & Snyder

Allegany County Courthouse, Cumberland, MD, Deed Book 18, page 322, 9/2/1859.

At the request of Mertens and Snyder this Mortgage was recorded Sept. 2nd 1859.

This Mortgage, made this second day of September in the year 1859, by Peter Quigley. Witnesseth that in consideration of the sum of two hundred and seventy seven dollars and fourteen cents with interest thereon from this date, being the amount of two promissory notes, one note being for fifty eight dollars and ninety four cents and bearing date this \_ of Sept. 1859 and payable on the first day of November 1859; And one other note for two hundred and eight dollars and twenty cents and bearing date the 2nd of September and payable on the first day of December 1859, both notes bearing interest from date, and drawn by the said Peter Quigley in favor of Mertens and Snyder, and now due from said Quigley to said Mertens and Snyder, doth grant unto the said Mertens and Snyder the following property, one Male Mule called Joe, one called Bob, one called Jack, one called Charley, one female Mule called Jenney, one called Rose and one called Queen, now used on the Canal Boats called "Francis Bloodgood," & "B. A. Dougherty"

Provided that if the said Peter Quigley shall pay unto the said Mertens and Snyder the amount of each promissory [note], as it becomes due then this mortgage shall be void, otherwise to remain in full force and virtue in law.

And this mortgage further witnesseth that it is mutually agreed between the parties aforesaid that in case of any default upon the part of said Quigley to make the payments of said notes as they become then the said Mertens and Snyder are hereby authorized to take immediate possession of the aforesaid Mules, and after ten days public notice thereof, in a newspaper published in Cumberland, to sell said Mules, as mortgagees, 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 Mertens & Snyder, of said notes and interest.

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

Teste: Henry McKeon

Peter Quigley {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 2nd day of September, in the year 1859, before me the subscriber, a Justice of the Peace of the State in and for the County aforesaid, personally appeared Peter Quigley and acknowledged the foregoing mortgage to be his act. And at the same time before me also appeared Frederick Mertens one of the firm Mertens and Snyder and made oath in due form of law, that the consideration in the said mortgage is true and bona fide as therein set forth.

Henry McKeon, J.P.

I hereby release the within mortgage, on the part of Mertens and Snyder. Witness my hand and seal this 4th day of October 1862.

F. Mertens {Seal}  
for Mertens & Snyder

Allegany County Courthouse, Cumberland, MD, Deed Book 18, page 370, 10/29/1859.

At the request of Mertens and Snyder the following Mortgage was recorded October 29th 1859.

Whereas Frederick Mertens and John Snyder, both of Allegany County, in the State of Maryland, partners trading under the name of Mertens & Snyder, have this day sold to George Rossworm of the same county and state, the Canal Boat called "Elizabeth Snyder," at and for the sum of fourteen hundred and seventy five dollars, which the said George Rossworm is to pay to the said Mertens and Snyder, or their assigns, in installments of forty dollars on each and every trip made by said boat from the City of Cumberland to Georgetown, Alexandria, Washington City, or any intermediate point on the line of the Chesapeake and Ohio Canal, 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 George Rossworm, shall use said boat in freighting coal, iron, lumber, &c. from the City of Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done and to receive the loads of said boat promptly, at each trip with the coal, iron, lumber, &c. of any company, person or persons who may be willing to send their coal, iron, lumber, &c. by said boat, 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, iron, lumber, &c. from the City of Cumberland, by the Chesapeake and Ohio Canal to Georgetown, Alexandria, Washington City and other points on the line of said Canal, and to keep said boat in proper repair - all of which said stipulations the said George Rossworm hereby covenants and agrees with the said Mertens and Snyder and their assigns to fulfill and perform. And whereas the said George Rossworm is anxious to secure to the said Mertens and Snyder and their assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said Mertens and Snyder and their assigns, the regular, prompt and due performance of the covenants aforesaid, the said George Rossworm is willing to execute these presents.

Now therefore this deed Witnesseth that the said George Rossworm, for and in consideration of the premises and of five dollars to him paid by the said Mertens and Snyder, hath granted unto the said Mertens and Snyder the Canal Boat called "Elizabeth Snyder," and also the canal boat called "Mary Mertens," to have and to hold the same forever. Provided, nevertheless, that if the said George Rossworm shall well and truly pay unto the said Mertens and Snyder, 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 to be void; otherwise to remain in full force and virtue in law. And this deed further Witnesseth, that it is mutually agreed between the parties aforesaid that in case of any default upon the part of the said George Rossworm, in making 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 Mertens and Snyder or their assigns are hereby authorized to take immediate possession of said boats and after twenty days notice thereof, in a public newspaper printed in the City of Cumberland, to sell said boats, 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 the said Mertens and Snyder, or their assigns, and the surplus, if any, to the said George Rossworm, or his assigns. Witness my hand and seal this twenty six day of October 1859.

Teste: Andrew Gonder

George Rossworm {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 28th day of October in the year 1859, before the subscriber a Justice of the Peace of the said State, in and for the county aforesaid, personally appeared George Rossworm and acknowledged the foregoing mortgage to be his act; and at the same time also appeared John Snyder, one of the firm of said Mertens and Snyder, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth. In testimony whereof I have subscribed my name.

Andrew Gonder, J.P.

I hereby release the foregoing mortgage. Witness my hand & seal this 24th March 1864.

Teste: J. Resley

F. Mertens & J. Snyder {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 18, page 614, 4/5/1860.

At the request of Frederick Mertens this Mortgage was recorded April 5th 1860.

This Indenture made this 5th day of April in the year of our Lord 1860 between John Mallon of Allegany County in the State of Maryland of the first part and Frederick Mertens of Allegany County in the State of Maryland of the second part.

Witnesseth Whereas the said Frederick Mertens has this day sold to the said John Mallon the Canal Boat called "E. H. Tracy," at and for the sum of eleven hundred and 75 dollars, which the said John Mallon is to pay to the said Frederick Mertens and his assigns in installments of thirty five 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 a part of said contract of purchase and sale, that the said John Mallon shall use said boat in freighting coal from Cumberland to the points aforesaid in regular trips both day and night with as much expedition and regularity as can be reasonably done and to keep said boat in proper repair all of which said stipulations the said John Mallon hereby covenants and agrees with the said Frederick Mertens and their assigns to fulfill and perform. And whereas the said John Mallon is anxious to secure unto the said Frederick Mertens and his assigns the regular and due payment of each and every installment of said purchase money and also to secure to the said Mertens and his assigns the regular, prompt and due performance of the covenants aforesaid, the said John Mallon is willing to execute these presents. Now this Indenture Witnesseth that the said John Mallon for and in consideration of the premises hath granted, bargained and sold unto the said Frederick Mertens the Canal Boat called "E. H. Tracy," to have and to hold the same forever. Provided, nevertheless, that if the said John Mallon shall well and truly pay unto the said Frederick Mertens 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 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 John Mallon 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, and in either event, the said Frederick Mertens or his assigns is 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, 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 the said Frederick Mertens, or his assigns, and if there be an overplus the said Mertens or his assigns are to pay the same to the said John Mallon, or his assigns.

Witness whereof the said John Mallon hath subscribed his name and affixed his seal.

Teste: Andrew Gonder

John Mallon {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 5th day of April in the year of our Lord 1860, before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County, appeared John Mallon and acknowledged 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 5th day of April 1860 before the subscriber a Justice of the Peace in and for Allegany County personally appeared Frederick Mertens 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 testimony whereof I have subscribed my name on the day and year aforesaid.

Andrew Gonder, J.P.

I hereby release the foregoing mortgage. Witness my hand & seal this 20th day of April 1863.  
F. Mertens {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 20, page 169, 5/13/1862.

At the request of Frederick Mertens this Mortgage was recorded May 15th 1862.

This Indenture made this twelfth day of May in the year of our Lord 1862 between Frederick Mertens of Allegany County in the State of Maryland of the first part and James Wilson of Allegany County in the State of Maryland of the second part.

Witnesseth Whereas the said Frederick Mertens has this day sold to the said James Wilson the Canal Boat called "Sarah Ann" at and for the sum of eleven hundred and fifty dollars, which the said James Wilson is to pay unto the said Frederick Mertens and his assigns in installments of forty 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 a part of said contract of purchase and sale, that the said James Wilson shall use said boat in freighting coal from Cumberland to the points aforesaid in regular trips [both] night and day, with four head of stock, with as much expedition and regularity as can be reasonably done and to receive the loads of said boat promptly at each trip with the coal of such Company or person as said Mertens 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 stipulations the said James Wilson hereby covenants and agrees with the said Frederick Mertens and his assigns to fulfill and perform.

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

Now this Indenture Witnesseth that the said James Wilson for and in consideration of the premises hath granted, bargained and sold unto the said Frederick Mertens the Canal Boat called "Sarah Ann" to have and to hold the same forever. Provided, nevertheless, that if the said James Wilson shall well and truly pay unto the said Frederick Mertens 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 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 James Wilson 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, and in either event, the said Frederick Mertens or his assigns is 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 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 the said Mertens, or his assigns, and if there be an overplus the said Mertens or his assigns are to pay the same to the said James Wilson, or his assigns.

Witness whereof the said James Wilson hath subscribed his name and affixed his seal.

his  
Teste: Andrew Gonder  
James X Wilson {Seal}  
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this 12th day of May in the year of our Lord 1862, before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County, appeared James Wilson 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 12th day of May 1862 before the subscriber a Justice of the Peace in and for Allegany County personally appeared Frederick Mertens 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 testimony whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 21, page 8, 8/18/1863.

At the request of the Borden Mining Co. & F. Mertens this Mortgage was recorded Aug. 15th 1863.

This Deed made this fifteenth day of August in the year eighteen hundred and sixty three by Michael Rossworm of Allegany County in the State of Maryland of the first part and Frederick Mertens of Allegany County in the State of Maryland of the first part.

Witnesseth that the said Michael Rossworm is indebted to the Borden Mining Company incorporated by an Act of the General Assembly of the State of Maryland, Chapter 318, in the sum of seven hundred and seventy five dollars with interest thereon from the 20th of July and also unto Frederick Mertens of Allegany County, in said State, in a like sum of seven hundred and seventy five dollars with interest from said 20th July in the year aforesaid, both sums being the purchase money for the Canal Boat "Francis" now on the Chesapeake and Ohio Canal sold to said Michael Rossworm by said Borden Mining Company and said Mertens on the conditions and security herein mentioned and hereby evidenced and made which said Michael Rossworm party hereto of the first part agrees to pay unto the said Borden Mining Company and its assigns in installments of twenty five dollars with interest on the whole amount due it, and unto the said Mertens and his assigns in installments of twenty five dollars with interest on the whole amount due him on each and all of the trips made by said Canal Boat from the City of Cumberland to Alexandria or any other port or City, or place of delivery on said Canal, until the whole sums and interest thereon as first hereinabove stated is respectively paid in full to it the said Borden Mining Company and its assigns, and to him the said Frederick Mertens and his assigns, the said installments to be credited as of the date of their payments, and the amount of principal bearing interest being the principal sums aforesaid with interest as aforesaid from this date, until payment of first installment is made; and afterwards the balance of said principal sums remaining unpaid, after crediting the various installments from time to time as the same are paid by said Michael Rossworm.

And whereas it was a part of the consideration agreed to be paid for said Canal Boat by said Michael Rossworm that he should use said boat in freighting coal from Cumberland to the points aforesaid in regular trips both day and night with as much expedition and regularity as can be reasonably done with a double team whenever required by the said Borden Mining Company and Frederick [Mertens] and to receive and load said boat promptly for each trip from Cumberland with the coal of said Borden Mining Company, or of such Company or person as said Borden Mining Company and its assigns shall direct & to freight and carry the same at the lowest rates which shall be paid by the American Coal Company, C. E. Detmold and such other leading Companies as may be at the time shipping coal on said Canal from Cumberland to Alexandria, Georgetown Washington City and other points thereon, he the said Michael Rossworm during the whole period when any of said sums of money aforesaid remain unpaid at his own sole expense, keeping said Canal Boat in proper running order and repair. Now therefore the said Michael Rossworm hereby covenants to and with the said Borden Mining Company & assigns so long as any part of the sums aforesaid due it from him remains unpaid, and he the said Michael Rossworm also covenants & agrees to and with said Frederick Mertens that so long as any part of the sum aforesaid is due him, Mertens, from him, said Michael Rossworm, his heirs, executors and administrators shall and will fully perform, execute and fulfill the stipulations and considerations aforementioned as part of this consideration agreed to be paid and rendered by him for said Canal Boat as aforesaid.

And Whereas it was also a part of the consideration of the purchase of said boat, that in case the said Canal Boat should be by any accident or otherwise wholly destroyed, or so much injured as to be valueless and not worth repairing before the said sums of money due on and for said boat as aforesaid shall have been fully paid in installments as aforesaid, or in any other manner, that he said Michael Rossworm should within thirty days thereafter pay the balances or balance at such time remaining unpaid to them the said Borden Mining Company and Frederick Mertens, and to either, and the assigns of either, that may then be unpaid. Now therefore the said Michael Rossworm covenants to and with the said Borden Mining Company, that in case of such injury or destruction as aforesaid of said boat, he said Michael Rossworm will in thirty days thereafter fully pay it said Company and its assigns the whole balance of the principal sum with interest now due it then remaining unpaid. And the said Michael Rossworm also covenants with said Frederick Mertens, that if such destruction or injury of said boat, before said Mertens and his assigns, are fully paid the principal sum and interest hereinbefore stated to be now due to him, he said Michael Rossworm will in thirty days hereafter, pay to said Mertens or his assigns, the balance then remaining unpaid and due of said last principal sum and interest.

And Whereas it was a farther part of this consideration for said Canal Boat that he said Michael Rossworm should secure by a first lien thereon, and a covenant in any event to pay each of them, said Borden Mining Company and Frederick Mertens the one half the said purchase money due each of them for its and his interest and ownership therein and thereof first in equal installments as aforesaid and in case of destruction or injury equal thereto of said boat by any cause, accident or otherwise, then in manner aforesaid, and also secure full performance of the consideration, agreements & conditions hereinbefore stated and contained and by him said Michael Rossworm to be carried out and performed. Now therefore this deed Witnesseth that for and in consideration of the premises the said Michael Rossworm hath granted, bargained and sold unto the Borden Mining Company and its assigns and the said Frederick Mertens and his assigns the Canal Boat called "Francis" now on the Chesapeake and Ohio Canal and sold and delivered by them to him heretofore prior to the date of these presents. To Have and to hold unto the said Company & its assigns and said Mertens and his assigns.

Provided, nevertheless, that if the said Michael Rossworm shall well and faithfully use the said boat in manner and purpose aforesaid and shall keep said boat in good running order and repair, & shall fully pay the installments aforesaid on and for each & every trip aforesaid and in case of her total destruction, or irreparable injury aforesaid shall fully pay & satisfy any balance of said balance of said sum of seven hundred & seventy five dollars with interest from the 20th of July which may at such time remain unpaid to each or to either of them the said Borden Mining Company and its assigns, then this deed to become void, but if the said Michael Rossworm shall fail to use said boat in manner and purpose aforesaid, or shall fail to keep the said boat in good running order and repair, as hereinbefore stated; or shall fail to pay to each of them the said Borden Mining Company and its assigns and the said Frederick Mertens and his assigns, the installments and interest aforesaid and for each and every trip which he may make in coal from Cumberland to said points on the said Canal, then and in any such case, or in any such default, the said Company and its assigns and the said Mertens and his assigns, or either of them, may take immediate possession of said Canal Boat wherever she may be, or in whose possession soever and after ten days notice of the time, place, manner and terms of sale, published once a week for two consecutive weeks in any newspaper published in said City of Cumberland, may sell said boat at public sale 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 publication

including reasonable commissions, and secondly the balance or all remaining due to them the said Borden Mining Company, or its assigns, and Frederick Mertens, or his assigns, or if the net proceeds be insufficient to pay the whole in full, then to divide the same equally between them; or if either shall have received from said Michael Rossworm on and for the indebtedness hereby secured, more than the other of them, then to distribute the proceeds between them so that each will receive any equal amount of the total indebtedness hereby secured to be paid. In witness whereof the said Michael Rossworm hath hereto set his hand and seal on the day and year first hereinbefore written.

Teste: F. Madore

Michael Rossworm {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this fourteenth day of August in the year 1863, before me the subscriber a Justice of the Peace of the State of Maryland, in and for the County aforesaid, personally appeared Michael Rossworm and acknowledged the foregoing deed to be his act and deed.

F. Madore, J.P.

State of Maryland, Allegany County, to wit: I hereby certified that on this 14th day of August in the year eighteen hundred and sixty three, before me the subscriber a Justice of the Peace of the State of Maryland, in and for the County aforesaid, personally appeared Frederick Mertens, one of the grantees and mortgagees named in the foregoing deed and made oath in due form of law that the consideration in said foregoing mortgage is true and bona fide as therein contained and stated.

F. Madore, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 21, page 203, 9/16/1863.

At the request of Frederick Mertens this Mortgage was recorded September 16th 1863.

This deed made this fourteenth day of September in the year eighteen hundred and sixty three by Daniel Moriarty of Allegany County in the State of Maryland of the first part.

Witnesseth that the said Daniel Moriarty is indebted unto the Borden Mining Company incorporated by an Act of the General Assembly of the State of Maryland, Chapter 318, in the sum of seven hundred and seventy five dollars with interest thereon from September the fourteenth and unto Frederick Mertens of Allegany County, in said State, in a like sum of seven hundred and seventy five dollars with interest from said fourteenth of September in the year aforesaid, both sums being the purchase money for the Canal Boat "Diligent" now on the Chesapeake and Ohio Canal sold to said Daniel Moriarty by said Borden Mining Company and said Mertens on the conditions and security herein mentioned and hereby evidenced and made which said Daniel Moriarty party hereto of the first part agrees to pay unto the said Borden Mining Company and its assigns in installments of twenty five dollars with interest on the whole amount due it, and unto the said Mertens and his assigns in installments of twenty five dollars with interest on the whole amount due him on each and all of the trips made by said Canal Boat from the City of Cumberland to Alexandria or any other port or City, or place of delivery on said Canal, until the whole sums and interest thereon as first hereinabove stated is respectively paid in full to it the said Borden Mining Company and its assigns, and to him the said Frederick Mertens and his assigns, the said installments to be credited as of the date of their payments, and the amount of principal bearing interest being the principal sums aforesaid with interest as aforesaid from this date, until payment of first installment is made; and afterwards the balance of said principal sums remaining unpaid, after crediting the various installments from time to time as the same are paid by said Daniel Moriarty.

And whereas it was a part of the consideration agreed to be paid for said Canal Boat by said Daniel Moriarty that he should use said boat in freighting coal from Cumberland to the points aforesaid in regular trips both day and night with as much expedition and regularity as can be reasonably done with a double team whenever required by the said Borden Mining Company and Frederick Mertens and to receive and load said boat promptly for each trip from Cumberland with the coal of said Borden Mining Company, or of such Company or person as said Borden Mining Company and its assigns shall direct & to freight and carry the same at the lowest current rates which shall be paid by the American Coal Company, C. E. Detmold and such other leading Companies as may be at the time shipping coal on said Canal from Cumberland to Alexandria, Georgetown, Washington City and other points thereon, he the said Daniel Moriarty during the whole period when any of said sums of money aforesaid remain unpaid at his own sole expense, keeping said Canal Boat in proper running order and repair. Now therefore the said Daniel Moriarty hereby covenants and agrees to and with the said Borden Mining Company and its assigns so long as any part of the sums aforesaid due it from him remains unpaid, and he the said Daniel Moriarty also covenants and agrees to and with said Frederick Mertens that so long as any part of the sum aforesaid is due him, Mertens, from him, said Daniel Moriarty, his heirs, executors and administrators shall and will fully perform, execute and fulfill the stipulations and considerations aforementioned as part of this consideration agreed to be paid and rendered by him for said Canal Boat as aforesaid.

And Whereas it was also a part of the consideration of the purchase of said boat, that in case the said canal boat should be by any accident or otherwise wholly destroyed, or so much injured as to be valueless and not worth repairing before the said sums of money due on and for said boat as aforesaid shall have been fully paid in installments as aforesaid, or in any other manner, that he said Daniel Moriarty should within thirty days thereafter pay the balances or balance at such time remaining unpaid to them the said Borden Mining Company and Frederick Mertens, and to either, and the assigns of either, that may then be unpaid. Now therefore the said Daniel Moriarty covenants to and with the said Borden Mining Company, that in case of such injury or destruction as aforesaid of said boat, he said Daniel Moriarty will in thirty days thereafter fully pay it said Company and its assigns the whole balance of the principal sum with interest now due it then remaining unpaid. And the said Daniel Moriarty also covenants with said Frederick Mertens, that if such destruction or injury of said boat, before said Mertens and his assigns, are fully paid the principal sum and interest hereinbefore stated to be now due to him, he said Daniel Moriarty will in thirty days hereafter, pay to said Mertens or his assigns, the balance then remaining unpaid and due of said last principal sum and interest.

And Whereas it was a farther part of this consideration for said Canal Boat that he said Daniel Moriarty should secure by a first lien thereon, and a covenant in any event to pay each of them, said Borden Mining Company and Frederick Mertens the one half the said purchase money due each of them for its and his interest and ownership therein and thereof first in equal installments as aforesaid and in case of destruction or injury equal thereto of said boat by any cause, accident or otherwise, then in manner aforesaid, and also secure full performance of the consideration, agreements and conditions hereinbefore stated and contained and by him said Daniel Moriarty to be carried out and performed. Now therefore this deed Witnesseth that for and in consideration of the premises the said Daniel Moriarty hath granted, bargained and sold unto the Borden Mining Company and its assigns and the said Frederick Mertens and his assigns the Canal Boat called "Diligent" now on the Chesapeake and Ohio Canal and sold and delivered by them to him heretofore prior to the date of these presents. To Have and to hold unto the said Company and its assigns and said Mertens and his assigns.

Provided, nevertheless, that if the said Daniel Moriarty shall well and faithfully use the said boat in manner and purpose aforesaid and shall keep said boat in good running order and repair, and shall fully pay the installments aforesaid on and for each and every trip aforesaid and in case of her total destruction, or irreparable injury aforesaid shall fully pay & satisfy any balance of said balance of said sum of seven hundred & seventy five dollars with interest from Sept. the fourteenth which may at such time remain unpaid to each or to either of them the said Borden Mining Company and its assigns, then this deed to become void, but if the said Daniel Moriarty shall fail to use said boat in manner and purpose aforesaid, or shall fail to keep the said boat in good running order and repair, as hereinbefore stated; or shall fail to pay to each of them the said Borden Mining Company and its assigns and the said Frederick Mertens and his assigns, the installments and interest aforesaid on and for each and every trip which he may make in coal from Cumberland to said points on the said Canal, then in any such case, or in any such default, the said Company and its assigns and the said Mertens and his assigns, or either of them, may take immediate possession of said Canal Boat wherever she may be, or in whose possession soever and after ten days notice of the time, place, manner and terms of sale, published once a week for two successive weeks in any newspaper published in said City of Cumberland, may sell said boat at public sale 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 publication including reasonable commissions, and secondly the balance or all remaining due to them the said Borden Mining



Company, or its assigns, and Frederick Mertens, or his assigns, or if the net proceeds be insufficient to pay the whole in full, then to divide the same equally between them; or if either shall have received from said Daniel Moriarty on and for the indebtedness hereby secured, more than the other of them, then to distribute the proceeds between them so that each will receive any equal amount of the total indebtedness hereby secured to be paid. In witness whereof the said Daniel Moriarty hath hereto set his hand and seal on the day and year first hereinbefore written.

Teste: F. Madore

Daniel Moriarty {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 14th day of September in the year eighteen hundred and sixty three, before me the subscriber a Justice of the Peace of the State of Maryland, in and for the County aforesaid, personally appeared Daniel Moriarty and acknowledged the foregoing deed to be his act and deed.

F. Madore, J.P.

State of Maryland, Allegany County, to wit: I hereby certify that on this 14th day of September in the year eighteen hundred and sixty three, before me the subscriber a Justice of the Peace of the State of Maryland, in and for the County aforesaid, personally appeared Frederick Mertens, one of the grantees and mortgagees named in the foregoing deed and made oath in due form of law that the consideration in said foregoing mortgage is true and bona fide as therein contained and stated.

Sworn before:

F. Madore, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 21, page 310, 10/16/1863.

At the request of Frederick Mertens this Mortgage was recorded October 16th, 1863.

This Indenture made this 16th day of October in the year of our Lord 1863 between Frederick Mertens of Allegany County, in the State of Maryland, of the first part, and L. B. Pierce of Allegany County, in the State of Maryland, of the second part.

Witnesseth that Whereas, the said F. Mertens has this day sold to the said L. B. Pierce the Canal Boat called "John L. Pierce" at and for the sum of twelve hundred and fifty dollars, which the said L. B. Pierce is to pay to the said F. Mertens 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 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 L. B. Pierce 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 by running both day or night, and to receive the loads said boat promptly at each trip with the coal of such Company, or person, as said F. Mertens, or his assigns, shall direct; & 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 stipulations the said L. B. Pierce hereby covenants and agrees with the said F. Mertens and his assigns to fulfill and perform. And Whereas the said L. B. Pierce is anxious to secure unto the said F. Mertens, and his assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said F. Mertens, or his assigns, the regular, prompt and due performance of the covenants aforesaid, the said L. B. Pierce is willing to execute these presents. Now, this Indenture Witnesseth, that the said L. B. Pierce for and in consideration of the premises, hath granted, bargained and sold unto the said F. Mertens the Canal Boat called John L. Pierce to have and to hold the same forever. Provided, nevertheless, that if the said L. B. Pierce shall well and truly pay unto the said F. Mertens, 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 of 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 L. B. Pierce 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 F. Mertens, or his assigns, is hereby authorized to take immediate possession of said boat, and after ten days notice thereof in a public newspaper printed in the City of Cumberland, to sell said boat; and out of the proceeds of such sale pay first the expenses of such sale and publication, and the balance due to said F. Mertens, or his assigns, and if there be an overplus, the said F. Mertens, of his assigns, are to pay to the said L. B. Pierce, or his assigns.

In witness whereof the said L. B. Pierce hath subscribed his hand and affixed his seal.

Teste:

L. B. Pierce {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 16th day of October in the year of our Lord 1863, before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County, appeared L. B. Pierce and acknowledged the foregoing mortgage to be his act.

F. Madore, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 16th day of October 1863, before me the subscriber a Justice of the Peace, in and for Allegany County, personally appeared F. Mertens, the mortgagee in the foregoing mortgage and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth. In witness whereof, I hereunto subscribe my name, on the day and year aforesaid.

F. Madore, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 21, page 636, 5/17/1864.

At the request of Gennell & Mertens this Mortgage was recorded May 17th 1864.

This Indenture made this 7th day of May in the year of our Lord eighteen hundred and sixty four between Jacob Wilhelm of Allegany County, in the State of Maryland, of the first part, and Thomas Gennell and Frederick Mertens of Allegany County, State of Maryland, of the second part.

Whereas, the said Thomas Gennell and Frederick Mertens have this day sold to the said Jacob Wilhelm the Canal Boat called "John G. Lynn" at and for the sum of seventeen hundred dollars, of which the said Jacob Wilhelm is to pay to the said Thomas Gennell or his assigns the sum of nine hundred and fifty dollars and unto the said Frederick Mertens or his assigns, the sum of seven hundred and fifty dollars in installments and in the manner and upon the terms hereinafter mentioned, to wit: during the year eighteen hundred and sixty four the sum of fifty dollars is to be paid to said Gennell and Mertens for each and every trip made by said boat upon the Chesapeake and Ohio Canal, which is to be equally divided between the said Gennell and Mertens, and for and during all succeeding years the sum of twenty five dollars is to be paid for each and every trip made by said boat on said Canal - which said last mentioned sum of twenty five [dollars] is to be received by said Frederick Mertens, individually until the payments so made to him amount in the whole to the entire amount (principal & interest) due him until the present mortgage is fully paid, and then and thenceforth said further installments of twenty five dollars per trip are to be applied exclusively to the payment of the aforesaid amount (principal & interest) due to the said Thomas Gennell or his assigns until the whole amount thereof is fully paid and satisfied.

And whereas: it was a part of said contract of purchase and sale, between the said Jacob Wilhelm and the said Gennell and Mertens that the said Jacob Wilhelm shall use the said boat exclusively in freighting coal from Cumberland in regular trips both day and night with as much expedition and regularity as can be reasonably done, and to receive the loads of said boat promptly at each trip with the Coal of such Company, or person, as the said Gennell shall direct and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Central Coal Mining and Manufacturing Company and the American Coal Company, and keep said boat in proper repair and that he will not during the continuous of this instrument of writing, assign, transfer or set over by any act or deed permit the said boat to be assigned, or set over unto any person or persons whomsoever, without the consent in writing of the said Gennell first had and obtained, all of which said stipulations the said Jacob Wilhelm hereby covenants and agrees with the said Gennell and Mertens and their assigns to fulfill and perform.

And Whereas the said Jacob Wilhelm is anxious to secure unto the said Gennell and Mertens, and their assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said Gennell and Mertens, and their assigns, the regular, prompt and due performance of the covenants aforesaid, and the said Jacob Wilhelm is willing to execute these presents.

Now, this Indenture Witnesseth, that the said Jacob Wilhelm for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Thomas Gennell and Frederick Mertens their executors, administrators and assigns, the Canal Boat

called "John G. Lynn" to have and to hold the same unto the said Thomas Gennell and Frederick Mertens, 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 [Jacob Wilhelm] shall well and truly pay unto the said Thomas Gennell and Frederick Mertens, 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 Jacob Wilhelm shall well and truly do and perform all of 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 Indenture further witnesseth that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said Jacob Wilhelm 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 Jacob Wilhelm to freight for the Company or person designated by said Gennell, 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 Jacob Wilhelm, thane and in either event, the said Thomas Gennell and Frederick Mertens, 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 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 then the balance due to said Gennell and Mertens, or their assigns, of said purchase money and interest.

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

Attest: J. M. Strong

Jacob Wilhelm {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 7th day of May in the year of our Lord eighteen hundred and sixty four, before the subscriber a Justice of the Peace of the State of Maryland, in and for said County, personally appeared Jacob Wilhelm and acknowledged the foregoing mortgage 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 7th day of May in the year eighteen hundred and sixty four, 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 Thomas Gennell and Frederick Mertens, the mortgagees in the foregoing mortgage and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth and that he is the Agent of said Thomas Gennell and Frederick Mertens and authorized by them to make such affidavit.

J. M. Strong, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 21, page 713, 6/15/1864.

At the request of Frederick Mertens this Mortgage was recorded June 15th, 1864.

This Indenture made this fourth day of June in the year of our Lord 1864 between Frederick Mertens of Allegany County, in the State of Maryland, of the first part, and B. M. Blocher and Andrew Goodwin of Allegany County, in the State of Maryland, of the second part.

Witnesseth that Whereas, the said F. Mertens has this day sold to the said B. M. Blocher and A. Goodwin the Canal Boat called "Frederick Beck" at and for the sum of twelve hundred and fifty dollars, which the said Blocher and Goodwin are to pay unto the said F. Mertens and his assigns, in installments of forty 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 a part of said contract of purchase and sale, that the said Blocher & Goodwin 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 by running both day or night, and to receive the loads of said boat promptly at each trip 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 and run her regularly for said Mortgagee during each boating season until said purchase money is paid, all of which stipulations the said Blocher and Goodwin hereby covenant and agree with the said Frederick Mertens and his assigns to fulfill and perform. And Whereas the said Blocher & Goodwin is anxious to secure unto the said F. Mertens, and his assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said F. Mertens, and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said Blocher and Goodwin is willing to execute these presents.

Now, this Indenture Witnesseth, that the said Blocher and Goodwin for and in consideration of the premises, hath granted, bargained and sold unto the said Frederick Mertens the Canal Boat called "Fred Beck" to have and to hold the same forever. Provided, nevertheless, that if the said Blocher and Goodwin shall well and truly pay unto the said F. Mertens, 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 of the covenants, on their 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 Blocher and Goodwin 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 F. Mertens, or his assigns, is hereby authorized to take immediate possession of said boat, and after ten days notice thereof in a public newspaper printed in the City of Cumberland, 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 F. Mertens, or his assigns, and if there be an overplus, the said F. Mertens, of his assigns, are to pay to the said Blocher and Goodwin, or their assigns.

In witness whereof the said Blocher and Goodwin hath subscribed their names and affixed their seals.

B. M. Blocher {Seal}

Teste: Andrew Gonder

A. Goodwin {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this fourth day of June in the year of our Lord 186\_, before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County, appeared B. M. Blocher and Andrew Goodwin and acknowledged the foregoing mortgage to be their act.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 15th day of June 1864, before me the subscriber a Justice of the Peace, in and for Allegany County, personally appeared Frederick Mertens, the mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth. In witness whereof, I hereunto subscribe my name, on the day and year aforesaid.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 21, page 771, 4/12/1864.

This Indenture made this 12th day of April in the year of our Lord eighteen hundred and sixty four between John H. Grove of Allegany County, in the State of Maryland, of the first part, and Thomas Gennell and Frederick Mertens of Allegany County, State of Maryland, of the second part.

Whereas, the said Thomas Gennell and Frederick Mertens have this day sold to the said John H. Grove the canal boat called "Jesse Hill" at and for the sum of sixteen hundred dollars, of which the said John H. Grove is to pay to unto the said Thomas Gennell, or his assigns, the sum of eight hundred and fifty dollars, and unto the said Frederick Mertens or his assigns the sum of seven hundred and fifty dollars, in installments and in the manner and upon the terms hereinafter mentioned, to wit: during the year eighteen hundred and sixty four the sum of fifty dollars is to be paid to said Gennell and Mertens for each and every trip made by said boat upon the Chesapeake and Ohio Canal, which is to be equally divided between the said Gennell and Mertens and for and during all succeeding years the sum of twenty five dollars is to be paid for each and every trip made by said boat on said Canal, which said last mentioned sum of twenty five dollars is to be received by said Frederick Mertens individually, until the payments so made to him amount in the whole to the entire amount (principal and interest) due him under the present mortgage is fully paid, and then and from thenceforth said further installments of twenty five dollars per trip are to be applied exclusively to the payment of the aforesaid amount (principal and interest) due to the said Thomas Gennell or his assigns, until the whole thereof is fully paid and satisfied.

And whereas it was a part of said contract of purchase and sale, between the said John H. Grove and the said Gennell and Mertens that the said John H. Grove 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 loads of the said boat promptly at each trip with the coal of such Company, or person, as said Gennell shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Central Coal Mining and Manufacturing Company, and the American Coal Company, and keep said boat in proper repair and that he 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 Gennell and Mertens first had and obtained, all of which stipulations the said John H. Grove hereby covenants and agrees with the said Gennell and Mertens or their assigns to fulfill and perform. And Whereas the said John H. Grove is anxious to secure unto the said Gennell and Mertens, or their assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said Gennell and Mertens, or their assigns, the regular, prompt and due performance of the covenants aforesaid, the said John H. Grove is willing to execute these presents. Now, this Indenture Witnesseth, that the said John H. Grove for and in consideration of the premises, hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said Thomas Gennell and Frederick Mertens, their executors, administrators and assigns, the canal boat called "Jesse Hill" to have and to hold the same unto the said Thomas Gennell and Frederick Mertens, 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 John H. Grove shall well and truly pay unto the said Thomas Gennell and Frederick Mertens, 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 John H. Grove shall well and truly do and perform all of the covenants, on his part to be done, and performed, as set forth in this mortgage, then this instrument of writing everything and matter herein contained shall cease and be utterly null and 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 John H. Grove 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 said John H. Grove to freight for the company of person designated by said Gennell, and in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of the said John H. Grove, then and in either event, the said Thomas Gennell and Frederick Mertens, 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 mortgagees, 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 Gennell and Mertens, or their assigns, of said purchase money and interest.

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

Teste: Andrew Gonder

John H. Grove {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 12th day of April in the year eighteen hundred and sixty four, before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared John H. Grove and acknowledged the foregoing instrument to be his act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: I hereby certified that on this 12th day of April in the year of our Lord eighteen hundred and sixty four, 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 Thomas Gennell and Frederick Mertens, the mortgagees in the foregoing mortgage and made oath that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth and that he is the agent of said Thomas Gennell and Frederick Mertens and authorized by them to make such affidavit.

Andrew Gonder, J.P.

I hereby assign the within mortgage to the Hampshire & Baltimore Coal Co. Witness my hand and seal this sixteenth day of November 1865. Thomas Gennell {Seal}

I hereby assign the within mortgage to J. Philip Roman. Witness my hand and seal this sixteenth day of November, 1865. Thomas Gennell, President, Hampshire & Baltimore Coal Co. Geo. G. Greenless, Secretary.

Allegany County Courthouse, Cumberland, Md., Deed Book 23, page 117, 7/10/1865.

At the request of Frederick Mertens this Mortgage was recorded July 10th 1865.

This Indenture made this sixth day of July in the year of our Lord 1865 between Frederick Mertens of Allegany County, in the State of Maryland, of the first part, and Kearns Kirby of Allegany County, in the State of Maryland, of the second part. Witnesseth, Whereas the said Frederick Mertens has this day sold to the said Kearns Kirby, the Canal Boat called "W. R. Snow" at and for the sum of nineteen hundred & fifty dollars, which the said Kearns Kirby, is to pay unto the said Frederick Mertens and his assigns, in installments of one hundred dollars each for the first ten trips and sixty dollars per trip afterwards 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 said payments shall have been made.

And whereas it was part of said contract of purchase and sale that the said Kearns Kirby 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 by running day and night; and to receive the loads of said boat promptly at each trip with the coal of such company, or person, as the said F. Mertens 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 & Ohio Canal to Georgetown, Alexandria and Washington City, and to keep said boat in proper repair and run her regularly for said Mortgage during each boating season, until said purchase money is paid, all of which said stipulations the said Kearns Kirby hereby covenants and agrees with the said Fred. Mertens and his assigns to fulfill and perform.

And whereas the said Kearns Kirby is anxious to secure unto the said Fred. Mertens, and his assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said Fred. Mertens, and his assigns, the regular, prompt and due performance of the covenants aforesaid; the said Kearns Kirby is willing to execute these presents. Now this Indenture Witnesseth, that the said Kearns Kirby, for and in consideration of the premises, hath granted, bargained, and sold unto the said Frederick Mertens the Canal Boat called "W. R. Snow" to have and to hold the same forever. Provided nevertheless, that if the said Kearns Kirby shall well and truly pay unto the said Fred. Mertens, 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 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 Kearns Kirby 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 Fred. Mertens, or his assigns, is hereby authorized to take immediate possession of said boat and after ten days notice thereof in a public newspaper printed in the City of Cumberland, 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 Fred. Mertens, or his assigns, and if there be any overplus, the said Fred Mertens or his assigns are to pay the same to the said Kearns Kirby, or his assigns.

In witness whereof the said Kearns Kirby hath subscribed his name and affixed his seal.

Teste: Andrew Gonder.

Kearns Kirby {Seal}

Thos. E. Gonder

State of Maryland, Allegany County, to wit: I hereby certify that on this 6th day of July, 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 Kearns Kirby 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 6th day of July 1865 before me, the subscriber, a Justice of the Peace, in and for Allegany County, personally appeared Frederick Mertens, the mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God that the consideration set forth in the aforegoing mortgage is true and bona fide, as 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 23, page 284, 9/8/1865.

At the request of Frederick Mertens this Mortgage was recorded September 8th 1865.

This Indenture made this seventh day of September in the year of our Lord 1865 between Frederick Mertens of Allegany County, in the State of Maryland, of the first part, and John H. Snyder of Allegany County, in the State of Maryland, of the second part. Witnesseth, Whereas the said Frederick Mertens has this day sold to the said John H. Snyder, the Canal Boat called "Mary A. Edwards" at and for the sum of nineteen hundred & fifty dollars, which the said John H. Snyder, is to pay unto the said F. Mertens and his assigns, in installments of one hundred dollars each for the first five trips and sixty dollars afterwards 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 said payments shall have been made.

And whereas it was part of said contract of purchase and sale that the said John H. Snyder 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 by running day and night; and to receive the loads of said boat promptly at each trip with the coal of such company, or person, as the said F. Mertens 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 & Ohio Canal to Georgetown, Alexandria and Washington City, and to keep said boat in proper repair and run her regularly for said Mortgage during each boating season, until said purchase money is paid, all of which said stipulations the said John H. Snyder hereby covenants and agrees with the said Frederick Mertens and his assigns to fulfill and perform.

And whereas the said John H. Snyder is anxious to secure unto the said F. Mertens, and his assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said F. Mertens, and his assigns, the regular, prompt and due performance of the covenants aforesaid; the said John H. Snyder is willing to execute these presents. Now this Indenture Witnesseth, that the said John H. Snyder, for and in consideration of the premises, hath granted, bargained, and sold unto the said Frederick Mertens the Canal Boat called "Mary A. Edwards" to have and to hold the same forever. Provided nevertheless, that if the said John H. Snyder shall well and truly pay unto the said F. Mertens, 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 of 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 instrument further Witnesseth, that it is mutually agreed between the parties aforesaid that in case of any default upon the part of the said John H. Snyder 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 Frederick Mertens, or his assigns, is hereby authorized to take immediate possession of said boat and after ten days notice thereof in a public newspaper printed in the City of Cumberland, 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 Frederick Mertens, or his assigns, and if there be any overplus, the said F. Mertens or his assigns are to pay the same to the said John H. Snyder, or his assigns.

In witness whereof the said John H. Snyder hath subscribed his name and affixed his seal.

Teste: Andrew Gonder.

John H. Snyder {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 7th day of September 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 John H. Snyder 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 7th day of September 1865 before me, the subscriber, a Justice of the Peace, in and for Allegany County, personally appeared Frederick Mertens, the mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

Andrew Gonder, J. P.

Allegany County Courthouse, Cumberland, Md., Deed Book 25, page 301, 12/26/1866.

At the request of Frederick Mertens this Mortgage was recorded Dec. 26th 1866.

I, John H. Snyder of Allegany County in the State of Maryland, being now indebted to Frederick Mertens of Allegany County in the State of Maryland, in the sum of one hundred and sixty two dollars and ninety one cents, in consideration thereof do hereby bargain and sell to the said Frederick Mertens the following property: one sorrel horse, one black mule and one two-horse wagon. Provided, that if I the said John H. Snyder shall pay to the said Frederick Mertens the said sum of one hundred and sixty two dollars and ninety one cents with the interest thereon from the date hereof, on or before the twenty fourth day of June in the year one thousand eight hundred and sixty seven, then these presents shall be void. And the said John H. Snyder covenants to pay to the said Frederick Mertens the said sum of one hundred and sixty two dollars and ninety one cents with interest thereon on or before the 24th day of June in the year 1867 with the interest thereon from the date hereof and in default of payment the said Frederick Mertens may take immediate possession of said herein described horse, mule and wagon, and sell the same to the highest bidder for cash, and pay first said sum of \$162.91 and all expenses attending such sale and the overplus if any to pay to me the said John H. Snyder or my assigns. In witness whereof I have subscribed my name and seal this 24th day of December 1866.

Test: Andrew Gonder

John H. Snyder {Seal}

State of Maryland, Allegany County, to wit: On this 24th day of December in the year of our Lord 1866, personally appeared before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County, John H. Snyder and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens 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 25, page 431, 1/17/1867.

At the request of Frederick Mertens this Mortgage was recorded January 78th 1867.

This Indenture made this 11th day of January in the year of our Lord 1867 between Frederick Mertens of Allegany County, in the State of Maryland, of the first part, and Michael Edenhart of Allegany County, in the State of Maryland, of the second part. Witnesseth, Whereas the said F. Mertens has this day sold to the said Michael Edenhart, the Canal Boat called "Theodore Embry" at and for the sum of fourteen hundred & twenty seven dollars, which the said Michael Edenhart, is to pay unto the said F. Mertens and his assigns, in installments of fifty dollars each for the 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 said payments shall have been made.

And whereas it was part of said contract of purchase and sale that the said Michael Edenhart shall use the said boat in freighting coal from Cumberland to the points aforesaid in regular trips with as much expedition and regularity as can be reasonably done by running day and night; and to receive the loads of said boat promptly at each trip with the Coal of such company, or person, as the said F. Mertens 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 & Ohio Canal to Georgetown, Alexandria and Washington City, and to keep said boat in proper repair and run her regularly for said Mortgage during each boating season, until said purchase money is paid, all of which said stipulations the said Michael Edenhart hereby covenants and agrees with the said F. Mertens and his assigns to fulfill and perform.

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

Now this Indenture Witnesseth, that the said Michael Edenhart, for and in consideration of the premises, hath granted, bargained, and sold unto the said F. Mertens the Canal Boat called "Theodore Embry" to have and to hold the same forever. Provided, Nevertheless, that if the said Michael Edenhart shall well and truly pay unto the said F. Mertens, 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 of 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 instrument further Witnesseth, that it is mutually agreed between the parties aforesaid that in case of any default upon the part of the said Michael Edenhart 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 Frederick Mertens, or his assigns, is hereby authorized to take immediate possession of said boat and after ten days notice thereof in a public newspaper printed in the City of Cumberland, 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 F. Mertens, or his assigns, and if there be any overplus, the said F. Mertens or his assigns are to pay the same to the said Michael Edenhart, or his assigns. In witness whereof the said Michael Edenhart hath subscribed his name and affixed his seal.

Teste: Andrew Gonder.

Michael Edenhart {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 11th day of January in the year of our Lord 1867, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, appeared Michael Edenhart 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 11th day of January 1867 before me, the subscriber, a Justice of the Peace, in and for Allegany County, personally appeared Frederick Mertens, the mortgagor in the foregoing Mortgage, and made oath on the Holy Evangelical of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

Andrew Gonder, J. P.



Allegany County Courthouse, Cumberland, Md., Deed Book 25, page 487, 4/10/1867.

At the request of Frederick Mertens this Mortgage was recorded April 10th 1867.

This Mortgage made on this third day of April in the year one thousand eight hundred and sixty seven by me, William M. Flannagan of Jefferson County in the State of Virginia to Frederick Mertens of Allegany County in the State of Maryland.

Witnesseth, Whereas I the said Wm. M. Flannagan am now indebted by my promissory note in the sum of eight hundred dollars dated even date with this Mortgage, payable to the said Frederick Mertens at one year after date, and in order to secure the payment of the same, I have granted and by these presents do grant unto the said Frederick Mertens the following property, to wit: one Canal Boat called "James Flannagan, Sr." Provided, if I the said William M. Flannagan shall pay to said Frederick Mertens the said sum of eight hundred dollars with the interest thereon, on or before the third day of April in the year one thousand eight hundred and sixty eight, then this Mortgage shall be void. And I the said William M. Flannagan covenant that in default of the payment of the said sum of eight hundred dollars with the interest thereon at maturity, to the said Frederick Mertens or his assigns, then the said Frederick Mertens or his assigns may seize said Canal Boat called "James Flannagan, Sr." immediately and sell the same to the highest bidder for cash, after first giving ten days notice by hand bills in the City of Cumberland and satisfy said sum or any part that may yet remain due, and all expenses of such sale for and if there be an overplus, to pay the same to me the said William M. Flannagan, or my assigns. Witness my hand and seal.

Test: Andrew Gonder

William M. Flannagan {Seal}

State of Maryland, Allegany County, to wit: On this 3rd day of April 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, William M. Flannagan and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens 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 26, page 6, 12/3/1866.

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

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

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

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

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

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

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

And this instrument further Witnesseth that it is mutually agreed between the parties aforesaid that in case of any default upon the part of the said party of the first part to make regular payments on account of said purchase money as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect on the part of the said party of the first part to freight for the Company or person designated by the said party of the second part or its authorized agent, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat as before mentioned, or in case said boat is not kept in proper repair, or in case of a transfer without permission as aforesaid, or in case of a failure to perform any of the stipulations or recitals in this Mortgage named to be done and performed on the part of the said party of the first part, then and in either event the said parties of the second part, or their assigns or any duly authorized agent, is hereby authorized to take immediate possession of said boat and after ten days public notice thereof in a newspaper printed in the City of Cumberland to sell said canal boat at public sale as mortgagee to the highest bidder for cash or on credit, and out of the proceeds of such sale to pay the expenses of such sale and advertisement and then the balance due to said parties of the second part or their assigns of said purchase money and interest, and if there be any overplus the said parties or their assigns are to pay the same to the said party of the first part. In witness whereof the said John H. Gatrell hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder  
John H. Gatrell {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this thirteenth day of November 1866 before the subscriber personally appeared John H. Gatrell and acknowledged the foregoing instrument to be his act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this thirteenth day of November 1866 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared James J. Shaw, Agent for the Central Coal Mining & Manufacturing Company and Frederick Mertens, mortgagees in the foregoing mortgage and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth and that James J. Shaw is the Agent of and authorized by said Company to make such affidavit. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 26, page 8, 12/3/1866.

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

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

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

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

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

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

And this instrument further Witnesseth that it is mutually agreed between the parties aforesaid that in case of any default upon the part of the said party of the first part to make regular payments on account of said purchase money as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect on the part of the said party of the first part to freight for the Company or person designated by the said party of the second part or its authorized agent, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat as before mentioned, or in case said boat is not kept in proper repair, or in case of a transfer without permission as aforesaid, or in case of a failure to perform any of the stipulations or recitals in this Mortgage named to be done and performed on the part of the said party of the first part, then and in either event the said parties of the second part, or their assigns or any duly authorized agent, is hereby authorized to take immediate possession of said boat and after ten days public notice thereof in a newspaper printed in the City of Cumberland to sell said canal boat at public sale as mortgagee to the highest bidder for cash or on credit, and out of the proceeds of such sale to pay the expenses of such sale and advertisement and then the balance due to said parties of the second part or their assigns of said purchase money and interest, and if there be any overplus the said parties or their assigns are to pay the same to the said party of the first part. In witness whereof the said M. C. Hartley hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder

M. C. Hartley {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this thirteenth day of November 1866 before the subscriber personally appeared M. C. Hartley and acknowledged the foregoing instrument to be his act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this thirteenth day of November 1866 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared James J. Shaw, Agent for the Central Coal Mining & Manufacturing Company and Frederick Mertens, mortgagees in the foregoing mortgage and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth and that James J. Shaw is the Agent of and authorized by said Company to make such affidavit. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 26, page 11, 12/3/1866.

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

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

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

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

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

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

And this instrument further Witnesseth that it is mutually agreed between the parties aforesaid that in case of any default upon the part of the said party of the first part to make regular payments on account of said purchase money as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect on the part of the said party of the first part to freight for the Company or person designated by the said party of the second part or its authorized agent, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat as before mentioned, or in case said boat is not kept in proper repair, or in case of a transfer without permission as aforesaid, or in case of a failure to perform any of the stipulations or recitals in this Mortgage named to be done and performed on the part of the said party of the first part, then and in either event the said parties of the second part, or their assigns or any duly authorized agent, is hereby authorized to take immediate possession of said boat and after ten days public notice thereof in a newspaper printed in the City of Cumberland to sell said canal boat at public sale as mortgagee to the highest bidder for cash or on credit, and out of the proceeds of such sale to pay the expenses of such sale and advertisement and then the balance due to said parties of the second part or their assigns of said purchase money and interest, and if there be any overplus the said parties or their assigns are to pay the same to the said party of the first part. In witness whereof the said John Henry Snyder hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder

John H. Snyder {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this thirteenth day of November 1866 before the subscriber personally appeared John Henry Snyder and acknowledged the foregoing instrument to be his act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this thirteenth day of November 1866 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared James J. Shaw, Agent for the Central Coal Mining & Manufacturing Company and Frederick Mertens, mortgagees in the foregoing mortgage and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth and that James J. Shaw is the Agent of and authorized by said Company to make such affidavit. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 26, page 13, 4/6/1867.

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

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

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

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



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

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

And this instrument further Witnesseth that it is mutually agreed between the parties aforesaid that in case of any default upon the part of the said party of the first part to make regular payments on account of said purchase money as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect on the part of the said party of the first part to freight for the Company or person designated by the said party of the second part or its authorized agent, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat as before mentioned, or in case said boat is not kept in proper repair, or in case of a transfer without permission as aforesaid, or in case of a failure to perform any of the stipulations or recitals in this Mortgage named to be done and performed on the part of the said party of the first part, then and in either event the said parties of the second part, or their assigns or any duly authorized agent, is hereby authorized to take immediate possession of said boat and after ten days public notice thereof in a newspaper printed in the City of Cumberland to sell said canal boat at public sale as mortgagee to the highest bidder for cash or on credit, and out of the proceeds of such sale to pay the expenses of such sale and advertisement and then the balance due to said parties of the second part or their assigns of said purchase money and interest, and if there be any overplus the said parties or their assigns are to pay the same to the said party of the first part. In witness whereof the said Theodore Embrey hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: J. B. Widener

Theodore Embrey {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this fifth day of April 1867 before the subscriber personally appeared Theodore Embrey and acknowledged the foregoing instrument to be his act and deed.

J. B. Widener, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 6th day of April 1867 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared Andrew Speir for the Central Coal Mining & Manufacturing Company and Frederick Mertens, mortgagees in the foregoing mortgage and made oath on the Holy Evangelical of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth and that he is the Agent of and authorized by said Company to make such affidavit. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

J. B. Widener, J.P.

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

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

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

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

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

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

Provided nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said party of the first part shall well and truly pay unto the said parties of the second part or their assigns the aforesaid installments of purchase money upon each and every trip as aforesaid until the whole purchase money with the interest as aforesaid, shall be fully paid and if the said party of the first part shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this Mortgage, then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void; otherwise to remain in full force and virtue in law. And this instrument further Witnesseth that it is mutually agreed between the parties aforesaid that in case of any default upon the part of the said party of the first part to make regular payments on account of said purchase money as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect on the part of the said party of the first part to freight for the Company or person designated by the said parties of the second part or their authorized agent, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat as before mentioned, or in case said boat is not kept in proper repair, or in case of a transfer without permission as aforesaid, or in case of a failure to perform any of the stipulations or recitals in this Mortgage named to be done and performed on the part of the said party of the first part, then and in either event the said parties of the second part, or their assigns or any duly authorized agent, is hereby authorized to take immediate possession of said boat and after ten days public notice thereof in a newspaper printed in the City of Cumberland to sell said canal boat at public sale as mortgagee to the highest bidder for cash or on credit, and out of the proceeds of such sale to pay the expenses of such sale and advertisement and then the balance due to said parties of the second part or their assigns of said purchase money and interest, and if there be any overplus the said parties or their assigns are to pay the same to the said party of the first part. In witness whereof the said Joseph Magruder hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder

his  
Joseph X Magruder {Seal}  
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this 24th day of May 1867 before the subscriber personally appeared Joseph Magruder and acknowledged the foregoing instrument to be his act and deed.  
Andrew Gonder, J.P.

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

Andrew Gonder, J.P.

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

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

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

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

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

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

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

And this instrument further Witnesseth that it is mutually agreed between the parties aforesaid that in case of any default upon the part of the said party of the first part to make regular payments on account of said purchase money as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect on the part of the said party of the first part to freight for the Company or person designated by the said parties of the second part or their authorized agent, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat as before mentioned, or in case said boat is not kept in proper repair, or in case of a transfer without permission as aforesaid, or in case of a failure to perform any of the stipulations or recitals in this Mortgage named to be done and performed on the part of the said party of the first part, then and in either event the said parties of the second part, or their assigns or any duly authorized agent, is hereby authorized to take immediate possession of said boat and after ten days public notice thereof in a newspaper printed in the City of Cumberland to sell said canal boat at public sale as mortgagee to the highest bidder for cash or on credit, and out of the proceeds of such sale to pay the expenses of such sale and advertisement and then the balance due to said parties of the second part or their assigns of said purchase money and interest, and if there be any overplus the said parties or their assigns are to pay the same to the said party of the first part. In witness whereof the said Joseph Magruder hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: J. B. Widener

Charles Hetzer {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 6th day of June 1867 before the subscriber personally appeared Charles Hetzer and acknowledged the foregoing instrument to be his act and deed.

J. B. Widener, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 6th day of June 1867 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared Andrew Spier, Agent of the Central Coal Mining & Manufacturing Company and Frederick Mertens, Mortgagees in the foregoing mortgage and made oath on the Holy Evangelical of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth and that A. Spier is the Agent of and authorized by the Central Coal Mining and Manufacturing Company to make such affidavit. In witness whereof I hereby subscribe my name on the day and year aforesaid.

J. B. Widener, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 26, page 276, 7/5/1867.

At the request of Frederick Mertens this Mortgage was recorded July 5th 1867.

I, John Noble of Washington County, Maryland, being now indebted to Frederick Mertens of Allegany County, Maryland in the sum of one hundred and forty dollars with interest thereon from the date of these presents in consideration thereof do hereby bargain and sell to the said Frederick Mertens the following property, to wit: one black mule, two bay mules, one sorrel mule and all the right, title and interest of me the said John Noble in and to the Canal Boat called "Industry."

Provided that if I the said John Noble shall pay to the said Frederick Mertens the sum of one hundred and forty dollars with interest thereon from the date hereof on or before the fifth day of September 1867, then this mortgage shall be void. Witness my hand and seal this 5th day of June 1867.

Attest: J. B. Widener

John Noble {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this fifth day of June in the year eighteen hundred and sixty seven before me the subscriber a Justice of the Peace of State of Maryland in and for Allegany County, personally appeared John Noble 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 24th day of June in the year eighteen hundred and sixty seven before me the subscriber a Justice of the Peace of the State of Maryland in and for said County, personally appeared Frederick Mertens, the Mortgagee 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.

I hereby release the within Mortgage. Witness my hand & seal this 19th day of November 1867.

Witness: J. B. Widener

F. Mertens {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 26, page 378, 9/13/1867.

At the request of Frederick Mertens this Mortgage was recorded Sept. 13th 1867.

I, Henry Magruder of Allegany County, State of Maryland, being now indebted to Frederick Mertens of said County in the sum of eighty nine dollars in consideration thereof do hereby bargain and sell to said Frederick Mertens one mare mule about six years old with striped legs and one set of harness. Provided if I the said Henry W. Magruder shall pay to said Frederick Mertens the said sum of eighty nine dollars in the following manner,, that is to say: the sum of twenty dollars for each and every trip the said Magruder may make upon the Chesapeake and Ohio Canal from the port of Cumberland to Georgetown or Alexandria with legal interest on the same then these presents shall be void. Witness my hand and seal this fifth day of September in the year 1867.

Test: J. M. Strong

H. W. Magruder {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this fifth day of September in the year 1867, before me a Justice of the Peace in and for the County and State aforesaid, personally appeared Henry W. Magruder and acknowledged the foregoing Mortgage to be his act. And at the same time and place also personally appeared Jacob Cauter, Agent for said Mortgagee and made oath in due form of law that the consideration stated in said Mortgage is true and bona fide as therein set forth and that he the said Jacob Couder is the Agent for said Mortgagee as above stated.

J. M. Strong, J.P.

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

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

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

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

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



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

And this instrument further Witnesseth that it is mutually agreed between the parties aforesaid that in case of any default upon the part of the said party of the first part to make regular payments on account of said purchase money as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect on the part of the said party of the first part to freight for the Company or person designated by the said parties of the second part or their authorized agent, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat as before mentioned, or in case said boat is not kept in proper repair, or in case of a transfer without permission as aforesaid, or in case of a failure to perform any of the stipulations or recitals in this mortgage named to be done and performed on the part of the said party of the first part, then and in either event the said parties of the second part, or their assigns or any duly authorized agent, is hereby authorized to take immediate possession of said boat & after ten days public notice thereof in a newspaper printed in the City of Cumberland to sell said canal boat at public sale as mortgagee to the highest bidder for cash or on credit, and out of the proceeds of such sale to pay the expenses of such sale and advertisement and then the balance due to said parties of the second part or their assigns of said purchase money and interest, and if there be any overplus the said parties or their assigns are to pay the same to the said party of the first part. In witness whereof the said C. H. Arrington hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder

his  
C. H. X Arrington{Seal}  
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty second day of November 1867 before the subscriber personally appeared C. H. Arrington and acknowledged the foregoing instrument to be his act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this twenty second day of November 1867 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared A. Spier, Agent of the Central Coal Mining & Manufacturing Company and Frederick Mertens, mortgagees in the foregoing mortgage and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth and that A. Spier is the Agent of and authorized by the Central Coal Mining and Manufacturing Company to make such affidavit. In witness whereof I hereby subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, Md., Deed Book 26, page 624, 1/2/1868.

At the request of Frederick Mertens this Mortgage was recorded January 2nd 1868.

I, Robert L. Couter, of the City of Cumberland in Allegany County in the State of Maryland being now indebted to Frederick Mertens of the same City, County and State in the sum of one hundred dollars in consideration thereof do hereby bargain and sell to the said Frederick Mertens the following property, to wit: one side board, one lounge, 2 sets of chairs, one dressing bureau, one egg stove, one cooking stove, one kitchen table, all the carpeting in the house and 2 hogs, all of which property, except the two hogs, are situated in the house in which said Couter now resides, in said City of Cumberland. Provided that if I the said Robert L. Couter shall pay to the said Frederick Mertens the said sum of one hundred dollars with interest thereon from this date, on or before the first day of January in the year eighteen hundred and sixty nine, then these presents shall be void.

Witness my hand and seal this 30th day of December in the year 1867.

Test: J. B. Widener

Robert L. Couter {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 30th day of December in the year eighteen hundred and sixty seven before the subscriber a Justice of the Peace in and for the County and State aforesaid personally appeared Robert Couter and acknowledged the foregoing mortgage to be his act. And at the same time and place also personally appeared Frederick Mertens. the mortgagee in said mortgage, and made oath in due form of law that the consideration set forth is true and bona fide.

J. B. Widener, J. P.

I hereby release the foregoing Mortgage the 8th day of December 1870.

F. Mertens {Seal}

Allegany County Courthouse, Cumberland, Md., Deed Book 29, page 51, 10/24/1868.

At the request of F. Mertens this Mortgage was recorded Oct. 24th 1868.

I, Daniel Moriarty, of Allegany County in the State of Maryland, being now indebted to Frederick Mertens of the said County and State in the sum of two hundred dollars, current money, in consideration thereof do hereby bargain and sell to the said Frederick Mertens the following property, to wit: 3 black mare mules, 1 brown horse mule, one black horse mule, 5 sets of harness and one "Boat rig" all connected and upon a Canal Boat running upon the Chesapeake & Ohio Canal, called "Mollie E. Spear." Provided that if I the said Daniel Moriarty, shall pay to the said Frederick Mertens the said sum of two hundred dollars with interest thereon, on or before the 14th day of July in the year 1869, then these presents shall be void. But in case the said Moriarty shall not so pay off and discharge said Mortgage with the interest thereon then the said Mertens shall have the power and authority to take possession of the above described property and sell the same, or so much thereof as may be necessary for the purpose to pay off said sum of \$200.00 and the interest thereon, or so much of the same as may be due and unpaid, after giving at least ten days public notice in some newspaper printed in the City of Cumberland, in said County, upon such terms as said Mertens may in [his] discretion prescribe.

Witness my hand and seal this 15th day of October in the year 1868.

Test: Andrew Gonder

Daniel Moriarty {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 15th day of October in the year 1868 before me a Justice of the Peace in and for said County and State personally appeared Daniel Moriarty and acknowledged the foregoing mortgage to be his act. And at the same time and place also personally appeared Frederick Mertens, mortgagee in said mortgage, and made oath in due form of law that the consideration set forth is true and bona fide as therein stated.

Andrew Gonder, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 30, page 375, 10/30/1869.

At the request of Frederick Mertens this Mortgage was recorded October 30th 1869.

This Indenture made this 28th day of October in the year of our Lord 1869, between Frederick Mertens of Allegany County, in the State of Maryland of the first part and Phillip Mouse, of Allegany County, in the State of Maryland of the second part. Witnesseth, Whereas the said Frederick Mertens has this day sold to the said Phillip Mouse the Canal Boat called "Jack Topper" at and for the sum of two thousand dollars, which the said Phillip Mouse is to pay unto the said Frederick Mertens and his assigns, in installments of thirty five dollars each for all the trips made by said boat from Cumberland to Georgetown, Alexandria, Washington City, or any other port 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 Phillip Mouse shall use said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, both day and night, with as much expedition & regularity as can be reasonably done with double teams whenever required by the said Frederick Mertens, and to receive the loads of said boat promptly at each trip, with the coal of the Borden Mining Company, or such Company or any person as said Frederick Mertens or his assigns shall direct; and to freight the same at the lowest current rates which shall be paid by the American Coal Company, C. E. Detmold, and such other leading Companies as are now shipping Coal from Cumberland on the Chesapeake and Ohio Canal, to Georgetown, Alexandria, Washington City of other points on the Chesapeake and Ohio Canal, and to keep said boat in proper repair; and run her regularly for said mortgagee during each boating season until said purchase money is paid, all of which said stipulations the said Phillip Mouse hereby covenants and agrees with the said Frederick Mertens and his assigns, to fulfill and perform.

And whereas the said Phillip Mouse is anxious to secure unto the said Frederick Mertens, and his assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said Frederick Mertens and his assigns the regular, prompt and due performance of the covenants aforesaid, the said [Phillip Mouse] is willing to execute these presents.

Now, this Indenture Witnesseth that the said Phillip Mouse for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said Frederick Mertens the Canal Boat called "Jack Topper" to have and to hold the same forever. Provided nevertheless that if the said Phillip Mouse shall well and truly pay unto the said Frederick Mertens 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 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 Phillip Mouse 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 Frederick Mertens, or his assigns, is 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 canal boat at public sale as mortgagee to the

highest bidder for cash or credit, and out of the proceeds of such sale to pay the expenses of such sale and publication and the balance due said Frederick Mertens or his assigns, and if there be any overplus the said Frederick Mertens or his assigns are to pay the same to the said Phillip Mouse, or his assigns. In witness whereof the said [Phillip Mouse] hath subscribed his name and affixed his seal.

Teste: J. B. Widener

Phillip Mouse {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 28th day of October in the year of our Lord 1869, before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, appeared Phillip Mouse and acknowledged the foregoing mortgage to be his act.

J. B. Widener, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 30th day of October 1869 before me the subscriber a Justice of the Peace in and for Allegany County personally appeared Frederick Mertens the mortgagee in the foregoing mortgage and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

J. B. Widener, J.P.

Allegany County Courthouse, Cumberland, Md., Deed Book 31, page 287, 5/10/1870.

At the request of Frederick Mertens this Mortgage was recorded May 10th 1870.

I, John B. Douglas, of Allegany County in the State of Maryland, being now indebted to Frederick Mertens of Allegany County in the State of Maryland in the sum of three hundred dollars, in consideration thereof do hereby bargain and sell to the said Frederick Mertens the following property: two brown horse mules, one bay horse mule, one gray mare mule and one mouse colored horse. Provided that if I the said John B. Douglas, shall pay to the said Frederick Mertens the said sum of three hundred dollars in installments of thirty dollars for each trip made by the Canal Boat called "William Bell," on the Chesapeake and Ohio Canal, in freighting coal thereon from Cumberland to Georgetown, D.C., or any other port East or South of Cumberland, or trips made by any other canal boat on which said mules and horse shall be worked on until the whole of said sum of three hundred dollars with the interest thereon from the date hereof shall have been fully paid, then this Mortgage shall be void. And Provided that if I the said John B. Douglas shall fail to pay any of the installments as hereinbefore mentioned and provided for, then the said Frederick Mertens may seize said mules and horse hereinbefore described, and sell the same for cash and pay himself such amount as may remain due to him, and all expenses of such seizure and sale, and if there be an overplus, pay the value to me the said John B. Douglas.

In Witness whereof I have subscribed my name and affixed my seal.

Test: Andrew Gonder

John B. Douglas {Seal}

State of Maryland, Allegany County, to wit: On this 6th day of May in the year of our Lord 1870 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County [personally appeared] John B. Douglas and acknowledged the foregoing mortgage to be his act. And at the same [time and place] also appeared before me Frederick Mertens, 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 31, page 313, 7/27/1870.

At the request of Fred Mertens this Mortgage was recorded July 27th 1870.

This Indenture made this twenty second day of July eighteen hundred and seventy, between Daniel M. Read 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 "Mollie Read" at and for the sum of eighteen hundred dollars, which the said party of the first part is to pay unto the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: thirty dollars for each and every trip said Boat shall make from Cumberland to Georgetown, Washington, Alexandria, or any other port until the entire purchase money, with interest, is fully paid, crediting the respective payments thereon as of the time when such payments shall have been made.

And whereas it was part of said contract of purchase and sale that the said party of the first part, and the said party of the second part, that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition & regularity as can [be] reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 of such default either in loading or unloading happens from any other cause than a personal default of the said Company, or its agent, than 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 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 "Mollie Read" 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 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 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 to 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 [Daniel M. Read] hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder

Daniel M. Read{Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 22nd day of July 1870, before the subscriber, personally appeared Daniel M. Read and acknowledged the foregoing instrument to be his act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 22nd day of July 1870 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.

Andrew Gonder, J.P.



Allegany County Courthouse, Cumberland, MD, Deed Book 31, page 316, 7/27/1870.

At the request of Frederick Mertens this Mortgage was recorded July 27th 1870.

This Indenture made this twenty first day of July eighteen hundred and seventy, between Charles W. Porter 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 "Samuel Swain" at and for the sum of nineteen hundred and thirty three dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other port until the entire purchase money, with interest, is fully paid, crediting the respective payments thereon as of the time when such payments shall have been made.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part, that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign, 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. 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 of such default either in loading or unloading happens from any other cause than a personal default of the said Company, or its agent, than 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 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 "Samuel Swain" 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 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 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 to 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 Charles W. Porter hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder

Charles W. Porter{Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 21st day of July 1870, before the subscriber, personally appeared Charles W. Porter and acknowledged the foregoing instrument to be his act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 22nd day of July 1870 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.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 31, page 320, 8/5/1870.

At the request of Frederick Mertens this Mortgage was recorded August 5th 1870.

This Indenture made this twenty eighth day of July eighteen hundred and seventy, between Thomas Little 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 "Morning Sun" at and for the sum of twenty hundred and twelve dollars, which the said party of the first part is to pay unto the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: fifty dollars of the first eight trips and forty dollars for each and every trip afterwards said Boat shall make from Cumberland to Georgetown, Washington, Alexandria, or any other port until the entire purchase money, with interest, is fully paid, crediting the respective payments thereon as of the time when such payments shall have been made.

And whereas it was part of said contract of purchase and sale that the said party of the first part, and the said party of the second part, that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition & regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 of such default either in loading or unloading happens from any other cause than a personal default of the said Company, or its agent, than 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 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 "Morning Sun" 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 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 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 to 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 Thomas Little hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder

Thomas Little{Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty eighth day of July 1870, before the subscriber, personally appeared Thomas Little 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 eighth day of July 1870 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.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 31, page 323, 7/27/1870.

At the request of Frederick Mertens this Mortgage was recorded July 27th 1870.

This Indenture made this twenty first day of July eighteen hundred and seventy, between William Carney 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 "Park Agnew" at and for the sum of eighteen hundred and ninety three dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other port until the entire purchase money, with interest, is fully paid, crediting the respective payments thereon as of the time when such payments shall have been made.

And whereas it was part of said contract of purchase and sale that the said party of the first part, and the said party of the second part, that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition & regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 of such default either in loading or unloading happens from any other cause than a personal default of the said Company, or its agent, than 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 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 "Park Agnew" 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 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 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 to 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 William Carney hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder

Wm. Carney{Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 21st day of July 1870, before the subscriber, personally appeared William Carney 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 21st day of July 1870 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.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 31, page 325, 8/11/1870.

At the request of Frederick Mertens this Mortgage was recorded Aug. 11th 1870.

This Indenture, made this first day of August eighteen hundred and seventy, between D. W. Snyder and H. M. Snyder 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 "H. M. Snyder" at and for the sum of eighteen hundred and ninety five dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other port until the entire purchase money, with interest, is fully paid, crediting the respective payments thereon as of the time when such payments shall have been made.

And whereas it was part of said contract of purchase and sale that the said party of the first part, and the said party of the second part, that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition & regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 of such default either in loading or unloading happens from any other cause than a personal default of the said Company, or its agent, than 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 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 "H. M. Snyder" 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 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 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 to 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 D. W. Snyder & H. M. Snyder hath hereunto subscribed their names and affixed their seals on the day and year first above written.

Teste: Andrew Gonder

Daniel W. Snyder {Seal}  
Henry M. Snyder {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this first day of August 1870, before the subscriber, personally appeared D. W. Snyder and H. M. Snyder and acknowledged the foregoing instrument to be their act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 3rd day of August 1870 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.

Andrew Gonder, J.P.



Allegany County Courthouse, Cumberland, MD, Deed Book 31, page 552, 10/25/1870.

At the request of Frederick Mertens the following Mortgage was recorded Oct. 25th 1870.

This Indenture, made this twentieth day of October eighteen hundred and seventy, between E. V. Gannon 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 "Lizzie & Phillie" at and for the sum of seventeen hundred dollars, which the said party of the first part is to pay unto 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 when such payments shall have been made.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part, that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition & 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 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 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. 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 of such default either in loading or unloading happens from any other cause than a personal default of the said Company, or its agent, than 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 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 "Lizzie & Phillie" 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 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 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 to 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 E. V. Gannon hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder

E. V. Gannon {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 20th day of October 1870, before the subscriber, personally appeared E. V. Gannon and acknowledged the foregoing instrument to be his act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 30th day of October 1870 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.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 31, page 555, 10/25/1870.

At the request of Frederick Mertens the following Mortgage was recorded Oct. 25th 1870.

This Indenture, made this twenty fourth day of October eighteen hundred and sixty seven [sic], between Jeremiah Dick 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 "C. H. Reintzel" at and for the sum of twelve hundred and ninety dollars, which the said party of the first part is to pay unto the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: thirty 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 when such payments shall have been made.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part, that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition & regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 of such default either in loading or unloading happens from any other cause than a personal default of the said Company, or its agent, than 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 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 "C. H. Reintzel" 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 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 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 to 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 Jeremiah Dick hath hereunto subscribed his name and affixed his seal on the day and year first above written.  
Teste: Andrew Gonder  
Jeremiah Dick {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty fourth day of October 1870, before the subscriber, personally appeared Jeremiah Dick and acknowledged the foregoing instrument to be his act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 24th day of October 1870 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.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 31, page 564, 10/18/1870.

At the request of Frederick Mertens this Mortgage was recorded Oct. 18th 1870.

This Indenture, made this seventh day of October eighteen hundred and sixty seven [sic], between Abram Kroon 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 "Sprigg S. Lynn" at and for the sum of sixteen hundred and sixty dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with interest, is fully paid, crediting the respective payments thereon as of the time when such payments shall have been made.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part, that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition & regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 of such default either in loading or unloading happens from any other cause than a personal default of the said Company, or its agent, than 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 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 "Sprigg S. Lynn" 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 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 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 to 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 Abram Kroon hath hereunto subscribed his names and affixed his seal on the day and year first above written.

Teste: Andrew Gonder

Abram Kroon {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this seventh day of October 1870, before the subscriber, personally appeared Abram Kroon 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 October 1870 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.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 31, page 615, 11/1/1870.

At the request of Frederick Mertens this Mortgage was recorded Nov. 1st 1870.

This Indenture, made this twenty seventh day of October eighteen hundred and seventy, between Richard Sorrell 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 "J. T. Heitch" at and for the sum of six hundred and thirty six dollars, which the said party of the first part is to pay unto the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: thirty dollars for each and every trip said Boat shall make from Cumberland to Georgetown, Washington, Alexandria, or any other point until the entire purchase money, with interest, is fully paid, crediting the respective payments thereon as of the time when such payments shall have been made.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part, that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition & regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 of such default either in loading or unloading happens from any other cause than a personal default of the said Company, or its agent, than 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 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 "Joseph T. Heitch" 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 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 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 to 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 Richard Sorrell hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder

his  
Richard X Sorrell {Seal}  
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this 27th day of October 1870, before the subscriber, personally appeared Richard Sorrell 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 28th day of October 1870 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.

Andrew Gonder, J.P.



Allegany County Courthouse, Cumberland, MD, Deed Book 31, page 617, 11/1/1870.

At the request of E. S. Cummings the following Mortgage was recorded Nov. 1st 1870.

This Indenture, made this twenty ninth day of October eighteen hundred and sixty seven, between E. S. Cummings 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 "Michael Fannow" at and for the sum of nineteen hundred and fifty five dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with interest, is fully paid, crediting the respective payments thereon as of the time when such payments shall have been made.

And whereas it was part of said contract of purchase and sale that the said party of the first part, and the said party of the second part, that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition & regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 of such default either in loading or unloading happens from any other cause than a personal default of the said Company, or its agent, than 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 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 "Michael Fannow" 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 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 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 to 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 E. S. Cummins hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder

E. S. Cummings {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 29th day of October 1870, before the subscriber, personally appeared E. S. Cummings 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 29th day of October 1870 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared F. 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.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, Md., Deed Book 32, page 81, 3/10/1870.

At the request of Frederick Mertens this Mortgage was recorded March 10th 1870.

This Mortgage made on this 7th day of March in the year eighteen hundred and seventy, by me, Thomas O'Donnell of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of three hundred and twenty five dollars now due from me the said Thomas O'Donnell to Frederick Mertens of Allegany County, and State of Maryland, and in order to secure the payment thereof to the said Frederick Mertens, I the said Thomas O'Donnell do hereby bargain and sell to the said Frederick Mertens the following property: one blind bay horse mule, one big mouse colored mule, one dun horse mule, one brown mare mule and the harnesses that are now with said mules. And also the boat rig now with the canal boat called "J. T. Scrivener," including cooking stove and furniture on said boat. Provided that if I the said Thomas O'Donnell, shall pay to the said Frederick Mertens, or his assigns, the said sum of three hundred and twenty five dollars with the interest thereon from the date hereof, in installments of twenty dollars each for all the trips made by the Canal Boat called "J. T. Scrivener," or any other Canal Boat on which said mules may work in freighting coal on the Chesapeake and Ohio Canal, from Cumberland to Georgetown, Alexandria, or any other port East of Cumberland, until the entire sum of three hundred and twenty five dollars is paid with interest thereon, provided said whole sum and interest to be paid on or before the first day of December in the year 1870, then this Mortgage shall be void. And I the said Thomas O'Donnell do hereby covenant and agree that in default of the payment of any of said hereinbefore mentioned installments, then the said Frederick Mertens or his assigns may and is hereby authorized to seize said mules or any of them, and said harness, boat rig, and boat furniture, and sell the same to the highest bidder for cash whenever the same may be so seized and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure. And if there be an overplus, to pay the same to me the said Thomas O'Donnell, or my assigns.

In Witness whereof I have subscribed my name and affixed my seal.

Test: Andrew Gonder  
John P. Krigbaum

his  
Thomas X O'Donnell {Seal}  
mark

State of Maryland, Allegany County, to wit: On this seventh day of March 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 Thomas O'Donnell and acknowledged the foregoing mortgage to be his act. And at the same time also appeared before me Frederick Mertens, 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 32, page 631, 9/24/1870.

At the request of Frederick Mertens this Mortgage was recorded Sept. 24th 1870.

This Indenture, made this nineteenth day of September eighteen hundred and sixty seven, between Robert J. Kimble 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 "J. Blackburn" at and for the sum of fifteen hundred, forty four  $72/100$  [dollars], which the said party of the first part is to pay unto 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 & every trip said boat shall make from Cumberland to Georgetown, Washington, Alexandria, or any other point until the entire purchase money, with interest, is fully paid, crediting the respective payments thereon as of the time when such payments shall have been made. Said boat to take its turn in the Maryland Coal Company line.

And whereas it was part of said contract of purchase and sale that the said party of the first part, and the said party of the second part, that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition & regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as by said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign, transfer or set over, or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever, without the consent in writing of the said party of the second part, or 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. 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 of such default either in loading or unloading happens from any other cause than a personal default of the said Company, or its agent, than 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 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 "G. Blackburn" 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 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 & 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 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 to 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 R. J. Kimble hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder

Robert J. Kimble {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 19th day of September 1870, before the subscriber, personally appeared R. J. Kimble 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 19th day of September 1870 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.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 33, page 5, 12/1/1870.

At the request of Frederick Mertens this Mortgage was recorded December 1st 1870.

This Indenture, made this ninth day of November, eighteen hundred and seventy, between Henry Snyder 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 "F. M. LaFerre" at and for the sum of fifteen hundred and ninety 25/100 dollars, which the said party of the first part is to pay unto 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 & every trip said boat shall make from Cumberland to Georgetown, Washington, Alexandria, or any other port until the entire purchase money, with interest, is fully paid, crediting the respective payments thereon as of the time when such payments shall have been made. Said boat to take its turn in the Maryland Coal Company line.

And whereas it was part of said contract of purchase and sale between the said party of the first part, and the said party of the second part, that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition & regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as by said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign, transfer or set over, or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever, without the consent in writing of the said party of the second part, or 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. 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 of such default either in loading or unloading happens from any other cause than a personal default of the said Company, or its agent, than 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 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 "F. M. LaFerre" 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 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 & 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 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 to 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 Henry Snyder hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste:

Henry Snyder {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this ninth day of November 1870, before the subscriber, personally appeared Henry Snyder and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 28th day of Nov. 1870 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. Flanagan, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 32, page 9, 12/1/1870.

At the request of Frederick Mertens the following Mortgage was recorded Dec. 1st 1870.

This Indenture, made this twelfth day of November eighteen hundred and sixty seven, between Lewis Fernsner 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 "Martha S. Fernsner" 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: forty dollars for each and every trip said boat shall make from Cumberland to Georgetown, Washington, Alexandria, or any other point until the entire purchase money, with interest, is fully paid, crediting the respective payments thereon as of the time when such payments shall have been made.

And whereas it was part of said contract of purchase and sale that 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, & 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. 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 of such default either in loading or unloading happens from any other cause than a personal default of the said Company, or its agent, than all the boats carrying coal for it must take their turn in loading & 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 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 "Martha S. Fernsner" 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 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 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 to 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 Lewis Fernsner hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder

Lewis Fernsner {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twelfth day of November 1870, before the subscriber, personally appeared Lewis Fernsner 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 twelfth day of November 1870 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.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 34, page 102, 3/25/1871.

At the request of F. Mertens this Mortgage was recorded March 25th 1871.

This Indenture, made this twenty first day of March eighteen hundred and seventy one, between D. L. Miller 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 "Mercia Martha Jane" at and for the sum of seventeen hundred dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with interest, is fully paid, crediting the respective payments thereon as of the time when such payments shall have been made.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part, that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition & regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 of such default either in loading or unloading happens from any other cause than a personal default of the said Company, or its agent, than 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 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 "Mercia Martha Jane" 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 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 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 to 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 D. L. Miller hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. P. Flannagan

D. L. Miller {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 21st day of March 1871, before the subscriber, personally appeared D. L. Miller and acknowledged the foregoing instrument to be his act and deed.

H. P. Flannagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 21st day of March 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. P. Flannagan, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 34, page 104, 3/30/1871.

At the request of F. Mertens this Mortgage was recorded March 30th 1871.

This Indenture, made this twenty seventh day of March eighteen hundred and seventy one, between Martin O'Conner of Allegany County and 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 "Martin O'Conner" at and for the sum of fifteen hundred and seventy seven dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with interest, is fully paid, crediting the respective payments thereon as of the time when such payments shall have been made.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party 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 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 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. 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 of such default either in loading or unloading happens from any other cause than a personal default of the said Company, or its agent, than 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 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 "Martin O'Conner" 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 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 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 to 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 Martin O'Conner hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. P. Flannagan

his  
Martin X O'Conner {Seal}  
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this 24th day of March 1871, before the subscriber, personally appeared Martin O'Conner and acknowledged the foregoing instrument to be his act and deed.

H. P. Flannagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 24th day of March 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. P. Flannagan, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 34, page 107, 3/30/1871.

At the request of Frederick Mertens this Mortgage was recorded March 30th 1871.

This Indenture, made this sixteenth day of March eighteen hundred and seventy one, between Robert P. Montgomery 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 "George P. DeWitt" at and for the sum of twenty hundred and eighteen 60/100 dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with interest, is fully paid, crediting the respective payments thereon as of the time when such payments shall have been made.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part, that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition & regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 of such default either in loading or unloading happens from any other cause than a personal default of the said Company, or its agent, than 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 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 "George P. DeWitt" 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 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 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 to 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 Robert P. Montgomery hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. P. Flannagan

his  
Robert P. X Montgomery {Seal}  
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this sixteenth day of March 1871, before the subscriber, personally appeared Robert P. Montgomery and acknowledged the foregoing instrument to be his act and deed.

H. P. Flannagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this sixteenth day of March 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. P. Flannagan, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 34, page 111, 7/10/1871.

At the request of Fred. Mertens this Mortgage was recorded July 10th 1871.

This Indenture, made this twenty first day of June eighteen hundred and seventy one, between Joseph R. Colbert 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 "C. M. Grove" at and for the sum of ten hundred and ninety five dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with interest, is fully paid, crediting the respective payments thereon as of the time when such payments shall have been made.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part, that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition & regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 of such default either in loading or unloading happens from any other cause than a personal default of the said Company, or its agent, than 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 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 "C. M. Grove" 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 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 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 to 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 Joseph R. Colbert hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. P. Flannagan

J. R. Colbert {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 21st day of June 1871, before the subscriber, personally appeared Joseph R. Colbert and acknowledged the foregoing instrument to be his act and deed.

H. P. Flannagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 21st day of June 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. P. Flannagan, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 34, page 113, 5/19/1871.

At the request of Frederick Mertens this Mortgage was recorded May 19th 1871.

This Indenture, made this eighth day of May eighteen hundred and seventy one, between William B. Cost 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 "Lillie Lemen" at and for the sum of fifteen hundred and ninety one dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with interest, is fully paid, crediting the respective payments thereon as of the time when such payments shall have been made.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part, that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition & regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 of such default either in loading or unloading happens from any other cause than a personal default of the said Company, or its agent, than 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 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 "Lillie Lemen" 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 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 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 to 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 William B. Cost hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. P. Flannagan

William B. Cost {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this eighth day of May 1871, before the subscriber, personally appeared William B. Cost and acknowledged the foregoing instrument to be his act and deed.

H. P. Flannagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this eighth day of May 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. P. Flannagan, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 34, page 126, 3/25/1871.

At the request of F. Mertens this Mortgage was recorded March 25th 1871.

This Indenture, made this fourteenth day of March eighteen hundred and seventy one, between W. A. Tice 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 "O. D. Robbins" at and for the sum of twelve hundred dollars, which the said party of the first part is to pay unto 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 Georgetown, Washington, Alexandria, or any other point until the entire purchase money, with interest, is fully paid, crediting the respective payments thereon as of the time when such payments shall have been made.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part, that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition & regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 his authorized agent, and when all of said purchase money is paid the boat aforesaid shall nevertheless continue to carry coal for the said party of the second part at the current rates 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 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 "O. D. Robbins" 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 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 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 to 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 W. A. Tice hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. P. Flannagan

W. A. Tice {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 14th day of March 1871, before the subscriber, personally appeared W. A. Tice and acknowledged the foregoing instrument to be his act and deed.

H. P. Flannagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 14th day of March 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. P. Flannagan, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 34, page 128, 4/26/1871.

At the request of Fred Mertens this Mortgage was recorded April 26th 1871.

This Indenture, made this twenty eighth day of March eighteen hundred and seventy one, between James Dick 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 "Wm. Moffet" at and for the sum of fifteen hundred and fifty seven 26/100 dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with interest, is fully paid, crediting the respective payments thereon as of the time when such payments shall have been made.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part, that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition & regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 of such default either in loading or unloading happens from any other cause than a personal default of the said Company, or its agent, than 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 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 "William Moffet" 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 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 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 to 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 James Dick hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder

James Dick {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 28th day of March 1871, before the subscriber, personally appeared James Dick 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 28th day of March 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.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, Md., Deed Book 34, page 143, 5/8/1871.

At the request of F. Mertens this Mortgage was recorded May 8th 1871.

This Mortgage made on this twenty ninth day of April in the year eighteen hundred and seventy one, by me, Thomas O'Donnell of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of two hundred and fifty dollars now due from me the said Thomas O'Donnell to Frederick Mertens of Allegany County, and State of Maryland, and in order to secure the payment thereof to the said Frederick Mertens, I the said Thomas O'Donnell do hereby bargain and sell to the said Frederick Mertens the following property: one bay horse mule with white nose, one bay mare mule with brown nose and the harnesses that are now used with said horse mules, and also the boat rig now with the canal boat called "J. T. Scrivener," including cooking stove, and furniture on said boat. Provided that if I the said Thomas O'Donnell, shall pay to the said Frederick Mertens, or his assigns, the said sum of two hundred and fifty dollars with the interest thereon from the date hereof, in installments of thirty dollars each for all the trips made by the Canal Boat called "J. T. Scrivener," or any other Canal Boat on which said mules may work in freighting coal on the Chesapeake and Ohio Canal, from Cumberland to Georgetown, Alexandria, or any other port east of Cumberland, until the entire sum of two hundred and fifty dollars is paid with the interest thereon, provided said whole sum and interest to be paid on or before the first day of December in the year 1871, then this Mortgage shall be void and I the said Thomas O'Donnell do hereby covenant and agree that if in default of the payment of any of the said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may and is hereby authorized to seize said mules or any of them, or said harness, boat rig, and boat furniture, and sell the same to the highest bidder for cash whenever the same may be so seized and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure. And if there be an overplus, to pay the same to me the said Thomas O'Donnell, or my assigns.

In Witness whereof I have subscribed my name and affixed my seal.

Test: Andrew Gonder  
John H. J. Flanagan

his  
Thomas X O'Donnell {Seal}  
mark

State of Maryland, Allegany County, to wit: On this twenty ninth day of April in the year of our Lord 1871 personally appeared before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County Thomas O'Donnell and acknowledged the foregoing mortgage to be his act and at the same time also appeared before me Frederick Mertens, 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. Flanagan, J. P.



Allegany County Courthouse, Cumberland, MD, Deed Book 34, page 249, 8/4/1871.

At the request of F. Mertens this Mortgage was recorded August 4th 1871.

This Indenture, made this nineteenth day of July eighteen hundred and seventy one, between Charles Stuart 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 "Minnie Topper" at and for the sum of seven hundred and sixty two dollars, which the said party of the first part is to pay unto 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 Georgetown, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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 providing 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 agent, than 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 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 "Minnie Topper" 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 aforesaid, shall be fully paid and if the said party of the first part shall well and truly do and perform all the covenants on his part to be done and performed, as set forth in this mortgage, then this instrument of writing and every matter and thing herein contained, shall cease and be utterly null and void; otherwise to remain in full force and virtue in law.

And this instrument further Witnesseth that it is mutually agreed between the parties aforesaid that in case of any default upon the part of the said party of the first part to make regular payments, on account of said purchase money as herein provided, or in case of a failure to make regular trips as aforesaid with said Boat, or in case of a failure or neglect 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 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 giving ten days public notice thereof in a newspaper printed in the City of Cumberland, to sell said canal boat at public sale, as mortgagee, to the highest bidder for cash or on credit, and out of the proceeds of such sale to pay first the expenses of such sale and advertisement and then the balance due to said party of the second part, or his assigns, of said purchase money and interest, and if there be any overplus the said party of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said Charles Stuart hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder

Charles Stuart {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 19th day of July 1871, before the subscriber, personally appeared Charles Stuart 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 19th day of July 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 considerations 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 34, page 435, 8/4/1871.

At the request of Frederick Mertens this Mortgage was recorded August 4th 1871.

This Indenture, made this twenty fifth day of July eighteen hundred and seventy one, between Joseph H. Wiland 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 "J. C. Hassett" at and for the sum of fourteen hundred dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 agent, than 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 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 "J. C. Hassett" 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 aforesaid, shall be fully paid and if the said party of the first part shall well and truly do and perform all the covenants on his part to be done and performed, as set forth in this mortgage, then this instrument of writing and every matter and thing herein contained, shall cease and be utterly null and void; otherwise to remain in full force and virtue in law.

And this instrument further Witnesseth that it is mutually agreed between the parties aforesaid that in case of any default upon the part of the said party of the first part to make regular payments, on account of said purchase money as herein provided, or in case of a failure to make regular trips as aforesaid with said Boat, or in case of a failure or neglect 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 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 giving ten days public notice thereof in a newspaper printed in the City of Cumberland, to sell said canal boat at public sale, as mortgagee, to the highest bidder for cash or on credit, and out of the proceeds of such sale to pay first the expenses of such sale and advertisement and then the balance due to said party of the second part, or his assigns, of said purchase money and interest, and if there be any overplus the said party of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said Joseph H. Wiland hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

Joseph H. Wiland {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty fifth day of July 1871, before the subscriber, personally appeared Joseph H. Wiland and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this twenty fifth day of July 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 considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 34, page 478, 9/15/1871.

At the request of Frederick Mertens this Mortgage was recorded September 15th 1871.

This Indenture, made this eleventh day of September eighteen hundred and seventy one, between Dennis Grady 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 "R. J. West" at and for the sum of eighteen hundred and forty dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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 providing 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 agent, than 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 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 "[R. J. West]" 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 aforesaid, shall be fully paid and if the said party of the first part shall well and truly do and perform all the covenants on his part to be done and performed, as set forth in this mortgage, then this instrument of writing and every matter and thing herein contained, shall cease and be utterly null and void; otherwise to remain in full force and virtue in law.

And this instrument further Witnesseth that it is mutually agreed between the parties aforesaid that in case of any default upon the part of the said party of the first part to make regular payments, on account of said purchase money as herein provided, or in case of a failure to make regular trips as aforesaid with said Boat, or in case of a failure or neglect 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 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 giving ten days public notice thereof in a newspaper printed in the City of Cumberland, to sell said canal boat at public sale, as mortgagee, to the highest bidder for cash or on credit, and out of the proceeds of such sale to pay first the expenses of such sale and advertisement and then the balance due to said party of the second part, or his assigns, of said purchase money and interest, and if there be any overplus the said party of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said Dennis Grady hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

Dennis Grady {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this eleventh day of September 1871, before the subscriber, personally appeared Dennis Grady and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 11th day of September 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 considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 34, page 482, 9/15/1871.

At the request of Frederick Mertens this Mortgage was recorded September 15th 1871.

This Indenture, made this twelfth day of September eighteen hundred and seventy one, between J. T. Worley 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 "W. B. Shaw" at and for the sum of twenty hundred and forty dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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 providing 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 agent, than 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 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 "W. B. Shaw" 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 aforesaid, shall be fully paid and if the said party of the first part shall well and truly do and perform all the covenants on his part to be done and performed, as set forth in this mortgage, then this instrument of writing and every matter and thing herein contained, shall cease and be utterly null and void; otherwise to remain in full force and virtue in law.

And this instrument further Witnesseth that it is mutually agreed between the parties aforesaid that in case of any default upon the part of the said party of the first part to make regular payments, on account of said purchase money as herein provided, or in case of a failure to make regular trips as aforesaid with said Boat, or in case of a failure or neglect 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 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 giving ten days public notice thereof in a newspaper printed in the City of Cumberland, to sell said canal boat at public sale, as mortgagee, to the highest bidder for cash or on credit, and out of the proceeds of such sale to pay first the expenses of such sale and advertisement and then the balance due to said party of the second part, or his assigns, of said purchase money and interest, and if there be any overplus the said party of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said [John T. Worley] hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

John T. Worley {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twelfth day of September 1871, before the subscriber, personally appeared John T. Worley and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this twelfth day of September 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 considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.



Allegany County Courthouse, Cumberland, MD, Deed Book 34, page 495, 11/13/1871.

At the request of Frederick Mertens this Mortgage was recorded November 13th 1871.

This Indenture, made this tenth day of November eighteen hundred and seventy one, between John Bowers 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 "James N. Clary" at and for the sum of twenty one hundred dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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 "James N. Clary" 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 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 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 giving ten days public notice thereof in a newspaper printed in the City of Cumberland, to sell said canal boat at public sale, as mortgagee, to the highest bidder for cash or on credit, and out of the proceeds of such sale to pay first the expenses of such sale and advertisement and then the balance due to said party of the second part, or his assigns, of said purchase money and interest, and if there be any overplus the said party of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said John Bowers hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

his  
John X Bowers {Seal}  
mark

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

H. J. Flanagan, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 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 considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 34, page 498, 11/7/1871.

At the request of Frederick Mertens this Mortgage was recorded Nov. 7th 1871.

This Indenture, made this thirty first day of October eighteen hundred and seventy one, between John Seaman 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 "John B. Cruzen" at and for the sum of twenty one hundred dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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 "John B. Cruzen" 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 aforesaid, shall be fully paid and if the said party of the first part shall well and truly do and perform all the covenants on his part to be done and performed, as set forth in this mortgage, then this instrument of writing and every matter and thing herein contained, shall cease and be utterly null and void; otherwise to remain in full force and virtue in law.

And this instrument further Witnesseth that it is mutually agreed between the parties aforesaid that in case of any default upon the part of the said party of the first part to make regular payments, on account of said purchase money as herein provided, or in case of a failure to make regular trips as aforesaid with said Boat, or in case of a failure or neglect 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 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 giving ten days public notice thereof in a newspaper printed in the City of Cumberland, to sell said canal boat at public sale, as mortgagee, to the highest bidder for cash or on credit, and out of the proceeds of such sale to pay first the expenses of such sale and advertisement and then the balance due to said party of the second part, or his assigns, of said purchase money and interest, and if there be any overplus the said party of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said John Seaman hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

John Seaman {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this thirty first day of October 1871, before the subscriber, personally appeared John Seaman and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 31st day of October 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 considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 35, page 206, 11/8/1871.

At the request of Frederick Mertens this Mortgage was recorded Nov. 8th 1871.

This Indenture, made this tenth day of October eighteen hundred and seventy one, between Rees Merryman of Allegany County, State of Maryland party of the first part and F. 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 "George Snyder" at and for the sum of eight hundred and seventy seven 70/100 dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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 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 agent, than 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 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 "George Snyder" 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 aforesaid, shall be fully paid and if the said party of the first part shall well and truly do and perform all the covenants on his part to be done and performed, as set forth in this mortgage, then this instrument of writing and every matter and thing herein contained, shall cease and be utterly null and void; otherwise to remain in full force and virtue in law.

And this instrument further Witnesseth that it is mutually agreed between the parties aforesaid that in case of any default upon the part of the said party of the first part to make regular payments, on account of said purchase money as herein provided, or in case of a failure to make regular trips as aforesaid with said Boat, or in case of a failure or neglect 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 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 giving ten days public notice thereof in a newspaper printed in the City of Cumberland, to sell said canal boat at public sale, as mortgagee, to the highest bidder for cash or on credit, and out of the proceeds of such sale to pay first the expenses of such sale and advertisement and then the balance due to said party of the second part, or his assigns, of said purchase money and interest, and if there be any overplus the said party of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said Rees Merryman hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder

his  
Rees X Merryman {Seal}  
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this 10th day of October 1871, before the subscriber, personally appeared Rees Merryman 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 4th 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 considerations set forth in the aforesaid 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 35, page 211, 8/24/1871.

At the request of Frederick Mertens this Mortgage was recorded August 24th 1871.

This Indenture, made this twenty first day of August eighteen hundred and seventy one, between James Reed 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 "Viola H. Wein" at and for the sum of fifteen hundred thirty nine dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said [boat] promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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 providing 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 agent, than 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 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 "Viola H. Wein" 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 aforesaid, shall be fully paid and if the said party of the first part shall well and truly do and perform all the covenants on his part to be done and performed, as set forth in this mortgage, then this instrument of writing and every matter and thing herein contained, shall cease and be utterly null and void; otherwise to remain in full force and virtue in law.

And this instrument further Witnesseth that it is mutually agreed between the parties aforesaid that in case of any default upon the part of the said party of the first part to make regular payments, on account of said purchase money as herein provided, or in case of a failure to make regular trips as aforesaid with said Boat, or in case of a failure or neglect 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 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 giving ten days public notice thereof in a newspaper printed in the City of Cumberland, to sell said canal boat at public sale, as mortgagee, to the highest bidder for cash or on credit, and out of the proceeds of such sale to pay first the expenses of such sale and advertisement and then the balance due to said party of the second part, or his assigns, of said purchase money and interest, and if there be any overplus the said party of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said James Reed hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

James Reed {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty first day of August 1871, before the subscriber, personally appeared James Reed and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 21st day of August 1871 before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County personally appeared Frederick Mertens, mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God that the considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.



Allegany County Courthouse, Cumberland, MD, Deed Book 35, page 213, 8/24/1871.

At the request of Frederick Mertens this Mortgage was recorded August 24th 1871.

This Indenture, made this seventeenth day of August eighteen hundred and seventy one, between William Elliott 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 "William F. Allen" at and for the sum of eleven hundred and twenty dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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 providing 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 agent, than 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 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 "William F. Allen" 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said William Elliott hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

William Elliott {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this seventeenth day of August 1871, before the subscriber, personally appeared William Elliott and acknowledged the aforesaid instrument to be his act and deed.

[H. J. Flanagan,] J. P.

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

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, Md., Deed Book 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. Flanagan.

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. Flanagan, 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. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 35, page 224, 12/21/1871.

At the request of Frederick Mertens this Mortgage was recorded December 21st 1871.

This Indenture, made this 14th day of December eighteen hundred and seventy one, between James Donahue 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 "Martin O'Conner" at and for the sum of seventeen hundred dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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 providing 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 agent, than 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 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 "Martin O'Conner" 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said James Donahue hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

James Donahue {Seal}  
per Mary Donahue

State of Maryland, Allegany County, to wit: I hereby certify that on this 14th day of December 1871, before the subscriber, personally appeared James Donahue and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 14th day of December 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 considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 35, page 239, 11/7/1871.

At the request of Frederick Mertens this Mortgage was recorded Nov. 7th 1871.

This Indenture, made this 4th day of November in the year eighteen hundred and seventy one, by me John H. Snyder of Allegany County, State of Maryland. Witnesseth: that for and in consideration of the sum of eleven hundred and fifty dollars now due from me the said John H. Snyder to Frederick Mertens of Allegany County and State of Maryland, and in order to secure the payment thereof to the said Frederick Mertens, I the said John H. Snyder do hereby bargain and sell to the said Frederick Mertens the following property: one Canal Boat the "Mary A. Edwards," one black mare mule, one sorrel horse mule, one bay horse mules, one bay mare mule and one light bay horse mule and the harness that is now used with said mules and also the boat rig now on the Canal Boat called Mary A. Edwards including cooking stove and furniture on said boat. Provided that if I the said John H. Snyder shall pay to the said Frederick Mertens or his assigns the said sum of eleven hundred and fifty dollars with interest therein from the date hereof in installments of forty five dollars for all the trips made by said Canal Boat called "Mary A. Edwards" or any other Canal Boat on which said mules may work in freighting coal on the Chesapeake and Ohio Canal, from Cumberland to Georgetown, Alexandria, or any other port east of Cumberland, until the entire sum of eleven hundred and fifty dollars is paid with the interest thereon, provided said whole sum and interest be paid on or before the first day of December in the year 1872, then this mortgage shall be void. And I the said John H. Snyder do hereby covenant and agree that if in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may and is hereby authorized to seize said boat , mules or any of them, and said harness, boat rig and boat furniture and sell the same to the highest bidder for cash, whenever the same may be seized and taken, after first giving notice by hand bills for at least ten days of such sale and then pay himself the amount that may be still due to him and all expenses attending the sale and seizure, and if there should be any overplus to pay the same to the said John H. Snyder or my assigns. In witness whereof I have subscribed my name and affixed my seal.

Teste: Andrew Gonder

John H. Snyder {Seal}

State of Maryland, Allegany County, to wit: On this 4th day of November in the year of our Lord 1871, personally appeared before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, John H. Snyder and acknowledged the foregoing mortgage to be his act. And at the same time also appeared Frederick Mertens and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide as herein set forth. In testimony whereof I have subscribed my name.

Andrew Gonder, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 35, page 376, 9/29/1871.

At the request of Frederick Mertens this Mortgage was recorded Sept. 29th 1871.

This Indenture, made this 25th day of September eighteen hundred and seventy one, between Frank Barger 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 "G. H. Bradt" at and for the sum of seventeen hundred and forty one dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with the interest, is paid, crediting the respective payments thereon as of the time when such payments shall have been made.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part, that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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; 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 agent, than 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 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 "G. H. Bradt" 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part.

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

Teste: H. J. Flanagan

Frank Barger {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 25th day of September 1871, before the subscriber, personally appeared Frank Barger and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 25th day of September 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 considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 35, page 459, 9/2/1871.

At the request of Fred. Mertens this Mortgage was recorded September 2nd 1871.

This Indenture, made this 26th day of August eighteen hundred and seventy one, between Peter Quigley 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 "Capt. R. L. Gross" at and for the sum of sixteen hundred and fifty seven dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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; 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 agent, than 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 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 "Capt. R. L. Gross" 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said Peter Quigley hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

Peter Quigley {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 26th day of August 1871, before the subscriber, personally appeared Peter Quigley and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 26th day of August 1871 before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County personally appeared Frederick Mertens, mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God that the considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 37, page 479, 1/10/1873.

At the request of Frederick Mertens this Mortgage was recorded January 10th 1873.

This Indenture, made this fourth day of January eighteen hundred and seventy three, between Thomas O'Donnell 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 "J. T. Schnoiner" at and for the sum of four hundred and twenty five 64/100 dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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 providing 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 agent, than 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 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 "J. T. Schnoiner" 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said Thomas O'Donnell hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

his  
Thomas X O'Donnell {Seal}  
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this fourth day of January 1873, before the subscriber, personally appeared Thomas O'Donnell and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this fourth day of January 1873 before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County personally appeared F. Mertens, mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God that the considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 37, page 482, 11/29/1872.

At the request of Frederick Mertens this Mortgage was recorded Nov. 19th 1872.

This Indenture, made this thirtieth day of October eighteen hundred and seventy two, between Richard Sorrell 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 "Nora & Willie Wools" at and for the sum of twenty one hundred dollars, which the said party of the first part is to pay unto the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: fifty dollars for each and every trip said Boat shall make from Cumberland to Georgetown, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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 providing 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 agent, than 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 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 "Nora & Willie Wools" 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said Richard Sorrell hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

his  
Richard X Sorrell {Seal}  
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this thirtieth day of October 1872, before the subscriber, personally appeared Richard Sorrell and acknowledged the aforesaid instrument to be his act and deed.

H. J. Flanagan, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this thirtieth day of October 1872 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 considerations set forth in the aforesaid mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 37, page 486, 11/16/1872.

At the request of Frederick Mertens this Mortgage was recorded Nov. 16th 1872.

This Indenture, made this sixth day of November eighteen hundred and seventy two, between John Coffman 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 "Jacob Snively" at and for the sum of twenty one hundred dollars, which the said party of the first part is to pay unto the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: fifty dollars for the first twenty trips & forty dollars afterwards for each and every trip said boat shall make from Cumberland to Georgetown, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & 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 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. 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 agent, than 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 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 "Jacob Snively" 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said John Coffman hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

John Coffman {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this sixth day of November 1872, before the subscriber, personally appeared John Coffman and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this sixth day of November 1872 before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County personally appeared F. Mertens, mortgagee in the foregoing mortgage, and made oath on the Holy Evangelical of Almighty God that the considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 37, page 489, 11/16/1872.

At the request of Frederick Mertens this Mortgage was recorded November 16th 1872.

This Indenture, made this ninth day of November eighteen hundred and seventy two, between William Conrad of Allegany County, State of Maryland party of the first part & 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 "Martha Ann West" at and for the sum of twenty one hundred dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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 providing 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 agent, than 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 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 "Martha Ann West" 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said William Conrad hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Jas. M. Beall

William Conrad {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this ninth day of November 1872, before the subscriber, personally appeared William Conrad and acknowledged the foregoing instrument to be his act and deed.

Jas. M. Beall, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this ninth day of November 1872 before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County personally appeared F. Mertens, mortgagee in the foregoing mortgage, and made oath on the Holy Evangelical of Almighty God that the considerations 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.

Jas. M. Beall, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 37, page 491, 11/1/1872.

At the request of Frederick Mertens this Mortgage was recorded Nov. 1st 1872.

This Indenture, made this tenth day of October eighteen hundred and seventy two, between Abraham Sissell 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 "Friely F. Davis" at and for the sum of twenty one hundred dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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; 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 agent, than 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 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 "Friely F. Davis" 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said Abraham Sissell hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

Abraham Sissell {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this tenth day of October 1872, before the subscriber, personally appeared Abraham Sissell and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this tenth day of October 1872 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 considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 37, page 494, 11/1/1872.

At the request of Frederick Mertens this Mortgage was recorded November 1st 1872.

This Indenture, made this twenty fourth day of October eighteen hundred and seventy two, between Robert Sorrell 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 "Alexander Adams" at and for the sum of twenty one hundred dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 agent, than 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 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 "Alexander Adams" 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said Robert Sorrell hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

his  
Robert X Sorrell {Seal}  
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this fourth day of October 1872, before the subscriber, personally appeared Robert Sorrell and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 29th day of October 1872 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 considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 37, page 497, 7/20/1872.

At the request of Frederick Mertens this Mortgage was recorded July 20th 1872.

This Indenture, made this fourth day of July eighteen hundred and seventy two, between F. M. McCormack 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 "Horace Greely" at and for the sum of nineteen hundred dollars, which the said party of the first part is to pay unto the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: fifty dollars for the first twenty trips and forty dollars for each and every trip afterwards said boat shall make from Cumberland to Georgetown, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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 providing 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 agent, than 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 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 "Horace Greely" 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said F. M. McCormack hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

F. M. McCormack {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this tenth day of July 1872, before the subscriber, personally appeared F. M. McCormack and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this tenth day of July 1872 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 considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 37, page 499, 10/9/1872.

At the request of Frederick Mertens this Mortgage was recorded October 9th 1872.

This Mortgage, made this seventh day of October eighteen hundred and seventy two, by me Joseph Bissett of Allegany County, in the State of Maryland . Witnesseth: That for and in consideration of the sum of eight hundred dollars now due from me the said Joseph Bissett to Frederick Mertens of Allegany County, State of Maryland, and in order to secure the payment thereof to the said Frederick Mertens, I, the said Joseph Bissett do hereby bargain and sell to the said Frederick Mertens the following property, to wit: one dun horse mule; one gray mare mule and two bay mare mules and the harness that are now used with said mules and also the boat rig now on the Canal Boat "Martin O'Conner" including cooking stove and furniture on said boat. Provided that if I the said Joseph Bissett shall pay to the said Frederick Mertens or his assigns the said sum of eight hundred dollars with the interest thereon from the date hereof in installments of twenty dollars each for all the trips made by said Canal Boat called "Martin O'Conner" or any other Canal Boat on which said mules may work in freighting coal on the Chesapeake & Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of eight hundred dollars is paid, with the interest thereon; provided said whole sum and interest be paid on or before the tenth day of June in the year eighteen hundred and seventy three, then this Mortgage shall be void. And I the said Joseph Bissett do hereby covenant and agree that if in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may and is hereby authorized to seize said mules, or any of them, and said harness, boat rig and boat furniture and sell the same to the highest bidder for cash whenever the same may be so seized and taken after first giving notice by handbills for at least ten days of such sale and then pay himself the amount that may be still due to him and all expenses attending the sale & seizure, and if there be any overplus to pay the same to me the said Joseph Bissett or my assigns. In witness whereof I have subscribed my name and affixed my seal.

Teste: H. J. Flanagan

Joseph Bissett {Seal}

State of Maryland, Allegany County, to wit: On this seventh day of October in the year of our Lord eighteen hundred and seventy two, personally appeared before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, Joseph Bissett and acknowledged the foregoing Mortgage to be his act. and at the same time appeared before me Frederick Mertens, and made oath in due form of law that the considerations set forth in said foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 37, page 501, 10/9/1872.

At the request of Frederick Mertens this Mortgage was recorded October 9th 1872.

This Indenture, made this first day of October eighteen hundred and seventy two, between Samuel Penner 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 "Ernst & Holland" at and for the sum of twenty hundred dollars, which the said party of the first part is to pay unto the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: fifty dollars for the first ten trips & forty dollars afterwards for each and every trip said boat shall make from Cumberland to Georgetown, Washington, Alexandria, or any other point until the entire purchase money, with interest, is fully paid, crediting the respective payments thereon as of the time when such payments shall have been made.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part, that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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; 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 agent, than 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 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 "Ernst & Holland" 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said Samuel Penner hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

Samuel Penner {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this first day of October 1872, before the subscriber, personally appeared Samuel Penner and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this first day of October 1872 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 considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 37, page 503, 9/18/1872.

At the request of Frederick Mertens this Mortgage was recorded Sept. 18th 1872.

This Indenture, made this 3rd day of September eighteen hundred and seventy two, between Thomas Little 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 "Martin O'Conner" at and for the sum of fourteen hundred and fifty dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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; 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 agent, than 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 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 "Martin O'Conner" 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 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 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 to 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 of the second part or his 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.

Teste: H. J. Flanagan

Thomas Little {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 3rd day of September 1872, before the subscriber, personally appeared Thomas Little and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 3rd day of September 1872 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 considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 37, page 506, 9/18/1872.

At the request of Frederick Mertens this Mortgage was recorded Sept. 18th 1872.

This Indenture, made this seventeenth day of September eighteen hundred and seventy two, between William Gallagher 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 "Alexander Adams" at and for the sum of twenty one hundred dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 agent, than 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 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 "Alexander Adams" 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said William Gallagher hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

William Gallagher {Seal }

State of Maryland, Allegany County, to wit: I hereby certify that on this seventeenth day of September 1872, before the subscriber, personally appeared William Gallagher and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this seventeenth day of September 1872 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 considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.



Allegany County Courthouse, Cumberland, MD, Deed Book 37, page 508, 9/16/1872.

At the request of Frederick Mertens this Mortgage was recorded Sept. 16th 1872.

This Indenture, made this 16th day of September eighteen hundred and seventy two, between Philip Mouse 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 Boats called "E. Hadra" & "Jack Topper" also eight mules and the rigs on said boats and harness of said mules at and for the sum of twenty four hundred and fifty dollars, which the said party of the first part is to pay unto the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: sixty dollars for each and every trip said boats shall make from Cumberland to Georgetown, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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, 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 agent, than 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 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 Boats called "E. Hadra" & "Jack Topper" stock of mules, rig of said boat & harness, &c. &c. 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said Philip Mouse hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Jas. M. Beall

Philip Mouse {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 16th day of September 1872, before the subscriber, personally appeared Philip Mouse and acknowledged the foregoing instrument to be his act and deed.

Jas. M. Beall, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 16th day of September 1872 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 considerations 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.

Jas. M. Beall, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 37, page 511, 9/3/1872.

At the request of Frederick Mertens this Mortgage was recorded Sept. 3rd 1872.

This Indenture, made this 31st day of August eighteen hundred and seventy two, between Patrick Brady 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 "D. A. Miller" at and for the sum of twenty one hundred dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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, 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 agent, than 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 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 "D. A. Miller" 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said Patrick Brady hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

his  
Patrick X Brady {Seal}  
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this 31st day of August 1872, before the subscriber, personally appeared Patrick Brady and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 31st day of August 1872 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 considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 37, page 514, 9/3/1872.

At the request of Frederick Mertens this Mortgage was recorded Sept. 3rd 1872.

This Indenture, made this twenty eighth day of August eighteen hundred and seventy two, between Charles H. Murphy 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 "Minnie Topper" at and for the sum of twelve hundred dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 agent, than 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 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 "Minnie Topper" 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said Charles H. Murphy hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

Charles H. Murphy {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty eighth day of August 1872, before the subscriber, personally appeared Charles H. Murphy and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 28th day of August 1872 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 considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 37, page 516, 8/8/1872.

At the request of Frederick Mertens this Mortgage was recorded August 8th 1872.

This Indenture, made this sixth day of August eighteen hundred and seventy two, between Simon Western 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 "J. W. Turner" at and for the sum of twenty one hundred dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 agent, than 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 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 "J. W. Turner" to have and 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said Simon Western hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

his  
Simon X Western {Seal}  
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this sixth day of August 1872, before the subscriber, personally appeared Simon Western and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this sixth day of August 1872 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 considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.



Allegany County Courthouse, Cumberland, MD, Deed Book 37, page 519, 8/6/1872.

At the request of Frederick Mertens this Mortgage was recorded Aug. 6th 1872.

This Indenture, made this second day of August eighteen hundred and seventy two, between Jacob Brubaker 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 "Bynon & Goodwin" & an iron gray horse mule, one sorrel horse mule, one bay horse mule & one bay mare mule at and for the sum of fourteen hundred dollars, which the said party of the first part is to pay unto the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: fifty dollars for each and every trip said Boat shall make from Cumberland to Georgetown, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 agent, than 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 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 "Bynon & Goodwin" & one iron gray horse mule, one sorrel horse mule, one bay horse mule & one bay mare mule 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said Jacob Brubaker hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

Jacob Brubaker {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this second day of August 1872, before the subscriber, personally appeared Jacob Brubaker and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this second day of August 1872 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 considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 37, page 522, 7/31/1872.

At the request of Fred. Mertens this Mortgage was recorded July 31st 1872.

This Indenture, made this twenty seventh day of July in the year eighteen hundred and seventy two, by us James Donahow and Mary Donahow of Allegany County, State of Maryland. Witnesseth: That for and in consideration of the sum of five hundred thirty two 74/100 dollars now due from us the said James Donahow and Mary Donahow to Frederick Mertens of Allegany County and State of Maryland, and in order to secure the payment thereof to the said Frederick Mertens, we the said James Donahow and Mary Donahow do hereby bargain and sell to the said Frederick Mertens the following property: one gray horse mule, one black mare mule, one dark bay mule & one light bay mule and the harness that are now used with said mules and also the boat rig now on the Canal Boat "Martin O'Conner" including cooking stove & furniture on said boat. Provided that if we the said James Donahow and Mary Donahow shall pay to the said Frederick Mertens or his assigns the said sum of five hundred thirty two 74/100 dollars, with the interest thereon from the date hereof in installments of twenty five dollars each for all the trips made by said Canal Boat called "Martin O'Conner" or any other canal boat on which said mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria, or any other port East of Cumberland, until the entire sum of five hundred thirty two 74/100 dollars is paid, with the interest thereon, provided, said whole sum and interest be paid on or before the first day of July in the year eighteen hundred and seventy two [sic. three] then this mortgage shall be void. And I the said James Donahow do hereby covenant and agree that if in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said mules, or any of them and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash whenever the same may be seized and taken after first giving notice by handbills for at least ten days of such sale, and then pay himself the amount that may be then due to him and all expenses attending the sale and seizure, and if there be any overplus to pay the same to me the said James Donahow or my assigns. In witness whereof we have subscribed names and affixed our seals.

Teste: H. J. Flanagan

his  
James X Donahow {Seal}  
mark  
Mary Donahow

State of Maryland, Allegany County, to wit: On this twenty seventh day of July in the year of our Lord, eighteen hundred and seventy two, personally appeared before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County James Donahow and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 37, page 525, 7/9/1872.

At the request of Frederick Mertens this Mortgage was recorded July 9th 1872.

This Indenture, made this fifth day of July eighteen hundred and seventy two, between Joseph Magruder 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 "E. M. Bynon" at and for the sum of twenty one hundred dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 agent, than 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 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 "E. M. Bynon" 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said Joseph Magruder hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Jas. M. Beall

Joseph X Magruder {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this fifth day of July 1872, before the subscriber, personally appeared Joseph Magruder and acknowledged the foregoing instrument to be his act and deed.

Jas. M. Beall, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this fifth day of July 1872 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 considerations 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.

Jas. M. Beall, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 37, page 528, 4/12/1872.

At the request of Fred. Mertens this Mortgage was recorded April 12th 1872.

This Indenture, made this twenty seventh day of March eighteen hundred and seventy two, between W. R. Shaw of Allegany County, State of Maryland party of the first part and Fred. 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 "Jacob McGraw" at and for the sum of twenty one hundred dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 agent, than 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 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 "Jacob McGraw" 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said W. R. Shaw hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

William R. Shaw {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty seventh day of March 1872, before the subscriber, personally appeared Wm. R. Shaw and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 27th day of March 1872 before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County personally appeared Fred. Mertens, mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God that the considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 37, page 531, 7/9/1872.

At the request of Frederick Mertens this Mortgage was recorded July 9th 1872.

This Indenture, made this 11th day of June eighteen hundred and seventy two, between Peter T. F. Wolf 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 "Emma" at and for the sum of twenty one hundred dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 agent, than 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 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 "Emma" 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said Peter T. F. Wolf hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

Peter T. F. Wolf {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 14th day of June 1872, before the subscriber, personally appeared Peter T. F. Wolf and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 19th day of June 1872 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 considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 37, page 534, 5/23/1872.

At the request of Frederick Mertens this Mortgage was recorded May 23rd 1872.

This Indenture, made this twenty sixth day of April eighteen hundred and seventy two, between William Knode and J. H. Huck 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 "W. R. Shaw" at and for the sum of nineteen hundred seventy two dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 agent, than 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 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 "Wm. R. Shaw" 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said William Knode and J. H. Huck hath hereunto subscribed their names and affixed their seals on the day and year first above written.

Teste: H. J. Flanagan

his  
William X Knode {Seal}  
mark  
J. H. Huck {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty sixth day of April 1872, before the subscriber, personally appeared William Knode and J. H. Huck and acknowledged the foregoing instrument to be their act and deed.

[H. J. Flanagan], J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 26th day of April 1872 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 considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 37, page 536, 6/25/1872.

At the request of Fred. Mertens this Mortgage was recorded June 25th 1872.

This Indenture, made this 19th day of June eighteen hundred and seventy two, between F. H. Irwin 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 "Dr. D. T. Fahrney" at and for the sum of nineteen hundred dollars, which the said party of the first part is to pay unto the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: fifty dollars for the first twenty trips and forty dollars for each and every trip afterwards said boat shall make from Cumberland to Georgetown, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign, 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. 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 agent, than 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 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 "Dr. D. T. Fahrney" 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said F. H. Irwin hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

F. H. Irwin {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 19th day of June 1872, before the subscriber, personally appeared F. H. Irwin and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 18th day of June 1872 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 considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 37, page 539, 6/12/1872.

At the request of Frederick Mertens this Mortgage was recorded June 12th 1872.

This Indenture, made this seventh day of April eighteen hundred and seventy two, between Bynon & Goodwin 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 "Bynon & Goodwin" at and for the sum of one thousand and twenty five dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 agent, than 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 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 "Bynon & Goodwin" 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said Bynon & Goodwin hath hereunto subscribed their name and affixed their seal on the day and year first above written.

Teste: H. J. Flanagan

Bynon & Goodwin {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this seventh day of April 1872, before the subscriber, personally appeared Bynon & Goodwin and acknowledged the foregoing instrument to be their act and deed.

H. J. Flanagan, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this eighth day of April 1872 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 considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 37, page 542, 6/12/1872.

At the request of Frederick Mertens this Mortgage was recorded June 12th 1872.

This Indenture, made this eleventh day of June eighteen hundred and seventy two, between George W. Pittman 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 "Samuel H. Davis" at and for the sum of nineteen hundred and fifty dollars, which the said party of the first part is to pay unto the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: fifty dollars for the first twenty five trips; and forty dollars for each and every trip afterwards said boat shall make from Cumberland to Georgetown, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 agent, than 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 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 "Samuel H. Davis" 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said George W. Pittman hath hereunto subscribed their name and affixed their seal on the day and year first above written.

Teste: H. J. Flanagan

George W. Pittman {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this eleventh day of June 1872, before the subscriber, personally appeared G. W. Pittman and acknowledged the foregoing instrument to be their act and deed.

H. J. Flanagan, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 12th day of June 1872 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 considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 37, page 544, 6/12/1872.

At the request of Frederick Mertens this Mortgage was recorded June 12th 1872.

This Indenture, made this eighth day of June eighteen hundred and seventy two, between Charles H. Arrington 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 "J. H. Garrish" at and for the sum of thirteen hundred dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 agent, than 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 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 "J. H. Garrish" 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said Charles H. Arrington hath hereunto subscribed their name and affixed their seal on the day and year first above written.

Teste: H. J. Flanagan

his  
Charles X H. Arrington {Seal}  
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this eighth day of June 1872, before the subscriber, personally appeared Charles H. Arrington and acknowledged the foregoing instrument to be their act and deed.

H. J. Flanagan, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 8th day of June 1872 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 considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 37, page 548, 4/25/1872.

At the request of Fred. Mertens this Mortgage was recorded April 25th 1872.

This Indenture, made this twenty fourth day of April eighteen hundred and seventy two, between Abner Merryman of Allegany County, State of Maryland party of the first part and Fred. 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 "J. Jesse Moore" at and for the sum of twenty one hundred five dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 agent, than 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 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 "J. Jesse Moore" 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said Abner Merryman hath hereunto subscribed their name and affixed their seal on the day and year first above written.

Teste: H. J. Flanagan

his  
Abner X Merryman {Seal}  
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this 24th day of April 1872, before the subscriber, personally appeared Abner Merryman and acknowledged the foregoing instrument to be their act and deed.

H. J. Flanagan, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 24th day of April 1872 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 considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 37, page 553, 5/23/1872.

At the request of Frederick Mertens this Mortgage was recorded May 23rd 1872.

This Mortgage, made this seventeenth day of May in the year eighteen hundred and seventy two, by us John M. Kreps & Elias Howard of Allegany County, State of Maryland. Witnesseth: That in consideration of the sum of four hundred and fifty dollars, now due from us the said John M. Kreps & Elias Howard to Frederick Mertens of Allegany County and State of Maryland, and in order to secure the payment thereof to the said Frederick Mertens, we the said John M. Kreps & Elias Howard do hereby bargain and sell to the said Frederick Mertens the following property: one gray mare mule, one black horse mule & one dun mare mule and the harness that are now used with said mules, and also the boat rig now on the Canal Boat "Ida J. Kreps" including cooking stove and furniture on said Boat. Provided that if we said John M. Kreps and Elias Howard shall pay to the said Frederick Mertens or his assigns the said sum of four hundred & fifty dollars, with the interest thereon from the date hereof in installments of ten dollars each for all the trips made by said Canal Boat called "Ida J. Kreps" or any other Canal Boat on which said mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland until the entire sum of four hundred and fifty dollars, is paid with the interest thereon; provided, said whole sum and interest be paid on or before the seventeenth day of May in the year eighteen hundred and seventy three then this Mortgage shall be void. And we the said John M. Kreps & Elias Howard do hereby covenant and agree that if in default of the payment of any of said hereinbefore mentioned installments, then said Frederick Mertens or his assigns may and is hereby authorized to seize said mules, or any of them, and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash whenever the same may be so seized and taken, after first giving notice by hand bills for at least ten days of such sale and then pay himself the amount that may then still due to him and all expenses attending the sale and seizure, and if then there be any overplus, to pay the same to us the said John M. Kreps & Elias Howard, or our assigns. In witness whereof we have subscribed our names and affixed our seals.

Teste: Herman H. Hotrack

John M. Kreps {Seal}  
Elias Howard {Seal}

State of Maryland, Allegany County, to wit: On this seventeenth day of May in the year of our Lord eighteen hundred & seventy two, personally appeared before me, the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, John M. Kreps & Elias Howard and acknowledged the foregoing Mortgage to be their act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Herman H. Hotrack, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 37, page 554, 4/24/1872.

At the request of Frederick Mertens this Mortgage was recorded April 24th 1872.

This Indenture, made this sixteenth day of April eighteen hundred and seventy two, between Mr. William Nowle 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 "George Couter" at and for the sum of twenty one hundred dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 agent, than 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 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 "George S. Couter" 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said William Nowle hath hereunto subscribed their name and affixed their seal on the day and year first above written.

Teste: H. J. Flanagan

W. Nowle {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this sixteenth day of April 1872, before the subscriber, personally appeared Wm. Nowle and acknowledged the foregoing instrument to be their act and deed.

H. J. Flanagan, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this sixteenth day of April 1872 before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County personally appeared F. Mertens, mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God that the considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.



Allegany County Courthouse, Cumberland, MD, Deed Book 37, page 557, 4/23/1872.

At the request of Frederick Mertens this Mortgage was recorded April 23rd 1872.

This Indenture, made this second day of April eighteen hundred and seventy two, between Mr. John Bowers of Allegany County, State of Maryland party of the first part, F. 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 "W. S. Read" at and for the sum of twenty one hundred dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 agent, than 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 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 "W. L. Read" 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said John Bowers hath hereunto subscribed their name and affixed their seal on the day and year first above written.

Teste: H. J. Flanagan

his  
John X Bowers {Seal}  
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this second day of April 1872, before the subscriber, personally appeared John Bowers and acknowledged the foregoing instrument to be their act and deed.

H. J. Flanagan, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 2nd day of April 1872 before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County personally appeared F. Mertens, mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God that the considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 37, page 559, 4/23/1872.

At the request of Frederick Mertens this Mortgage was recorded April 23rd 1872.

This Indenture, made this nineteenth day of April eighteen hundred and seventy two, between William H. Reid 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 "Ben Bissell" at and for the sum of twenty one hundred dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 agent, than 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 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 "Ben Bissell" 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said Wm. H. Reid hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

W. H. Reid {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this nineteenth day of April 1872, before the subscriber, personally appeared William H. Reid and acknowledged the foregoing instrument to be their act and deed.

H. J. Flanagan, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 19th day of April 1872 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 considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 37, page 566, 4/16/1872.

At the request of Frederick Mertens this Mortgage was recorded April 16th 1872.

This Mortgage, made on this twenty eighth day of March in the year eighteen hundred and seventy two, by me John Oaks of Allegany County, State of Maryland. Witnesseth: That in consideration of the sum of six hundred & forty two dollars, now due from me the said John Oaks to Frederick Mertens of Allegany County and State of Maryland, and in order to secure the payment thereof to the said Frederick Mertens, I the said John Oaks do hereby bargain and sell to the said Frederick Mertens the following property: 2 black horse mules, one gray mare mule & one bay horse mule and the harness that are now used with said mules, and also the boat rig now on the Canal Boat "Conrad Walz" including cooking stove and furniture on said boat. Provided that if I the said John Oaks shall pay to the said Frederick Mertens or his assigns the said sum of six hundred and forty two dollars, with the interest thereon from the date hereof in installments of forty dollars each for all the trips made by said Canal Boat called "Conrad Walz" or any other Canal Boat on which said mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland until the entire sum of six hundred and forty two dollars, is paid with the interest thereon; provided, said whole sum and interest be paid on or before the fifth day of January in the year eighteen hundred and seventy three then this Mortgage shall be void. And I the said John Oaks do hereby covenant and agree that if in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may and is hereby authorized to seize said mules, or any of them, and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash whenever the same may be so seized and taken, after first giving notice by hand bills for at least ten days of such sale and then pay himself the amount that may then still due to him and all expenses attending the sale and seizure, and if then there be any overplus, to pay the same to me the said John Oaks, or my assigns. In witness whereof I have subscribed my name and affixed my seal.

Teste: H. J. Flanagan

John Oaks {Seal}

State of Maryland, Allegany County, to wit: On this 28th day of March in the year of our Lord eighteen hundred & seventy two, personally appeared before me, the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, John Oaks & acknowledged the foregoing Mortgage to be their act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 37, page 567, 4/16/1872.

At the request of Frederick Mertens this Mortgage was recorded April 16th 1872.

This Indenture, made this second day of April eighteen hundred and seventy two, between John A. Kaiser of Allegany County, State of Maryland party of the first part and F. 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 "R. A. Goodwin" at and for the sum of twenty one hundred dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 agent, than 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 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 "R. A. Goodwin" 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said John A. Kaiser hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

John A. Kaiser {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this second day of April 1872, before the subscriber, personally appeared J. A. Kaiser and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this second day of April 1872 before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County personally appeared F. Mertens, mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God that the considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 37, page 575, 4/16/1872.

At the request of Frederick Mertens this Mortgage was recorded April 16th 1872.

This Indenture, made this fourth day of April eighteen hundred and seventy two, between Charles M. Atwell of Allegany County, State of Maryland party of the first part; 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 "D. M. Read" at and for the sum of twenty one hundred dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 agent, than 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 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 "D. M. Read" 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said Charles M. Atwell hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

Charles M. Atwell {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this fourth day of April 1872, before the subscriber, personally appeared Charles M. Atwell and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this fourth day of April 1872 before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County personally appeared Fred. Mertens, mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God that the considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 37, page 580, 4/16/1872.

At the request of Frederick Mertens this Mortgage was recorded April 16th 1872.

This Indenture, made this thirtieth day of March eighteen hundred and seventy two, between T. H. Davis 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 "Dr. F. M. Davis" at and for the sum of seventeen hundred dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 agent, than 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 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 "Dr. F. M. Goodwin" 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said T. H. Davis hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

T. H. Davis {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 30th day of March 1872, before the subscriber, personally appeared T. H. Davis and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 30th day of March 1872 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 considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 37, page 582, 4/12/1872.

At the request of Frederick Mertens this Mortgage was recorded April 12th 1872.

This Indenture, made this fourth day of April eighteen hundred and seventy two, between Charles H. Arrington of Allegany County, State of Maryland [party of the first part and F. 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 "B. L. Summer" at and for the sum of twenty one hundred dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 agent, than 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 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 "B. L. Summer" 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said C. H. Arrington hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

C. H. Arrington {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 4th day of April 1872, before the subscriber, personally appeared C. H. Arrington and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 4th day of April 1872 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 considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 37, page 585, 4/12/1872.

At the request of Frederick Mertens this Mortgage was recorded April 12th 1872.

This Indenture, made this eleventh day of April eighteen hundred and seventy two, between Charles A. Little 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 "Dr. J. P. Broderick" at and for the sum of twenty one hundred dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 agent, than 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 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 "Dr. J. P. Broderick" 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said Charles A. Little hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

Charles A. Little {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this eleventh day of April 1872, before the subscriber, personally appeared Charles A. Little and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this eleventh day of April 1872 before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County personally appeared Fred. Mertens, mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God that the considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 37, page 587, 4/12/1872.

At the request of Fred. Mertens this Mortgage was recorded April 12th 1872.

This Indenture, made this 29th day of March eighteen hundred and seventy two, between Alonzo Goodrich 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 "James March" at and for the sum of twenty one hundred dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 agent, than 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 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 "James March" 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said Alonzo Goodrich hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

Alonzo Goodrich {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 29th day of March 1872, before the subscriber, personally appeared Alonzo Goodrich and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 29th day of March 1872 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 considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 37, page 642, 5/23/1872.

At the request of Fred. Mertens this Mortgage was recorded April 12th 1872.

This Indenture, made this seventeenth day of May eighteen hundred and seventy two, between James Reid 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 "John W. Rhind" at and for the sum of twenty one hundred dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 agent, than 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 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 "John W. Rhind" 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said James Reid hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Herman H. Hotrack

James Reid {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 17th day of May 1872, before the subscriber, personally appeared James Reid and acknowledged the foregoing instrument to be his act and deed.

Herman H. Hotrack, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 17th day of May 1872 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 considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Herman H. Hotrack, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 37, page 645, 4/23/1872.

At the request of Fred. Mertens this Mortgage was recorded April 23rd 1872.

This Indenture, made this nineteenth day of April eighteen hundred and seventy two, between Eliza J. Hammond 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 "Eliza J. Hammond" at and for the sum of eighteen hundred dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 agent, than 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 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 "Eliza J. Hammond" 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said Eliza J. Hammond hath hereunto subscribed her name and affixed her seal on the day and year first above written.

Teste: H. J. Flanagan

her  
Eliza X Hammond {Seal}  
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this nineteenth day of April 1872, before the subscriber, personally appeared Eliza J. Hammond and acknowledged the foregoing instrument to be her act and deed.

H. J. Flanagan, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 19th day of April 1872 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 considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 37, page 654, 10/16/1872.

At the request of Frederick Mertens this Mortgage was recorded October 16th 1872.

This Indenture, made this eleventh day of October eighteen hundred and seventy two, between Joseph Bissett 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 "Michael Fannon" at and for the sum of thirteen hundred dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 agent, than 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 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 "Michael Fannon" 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said Joseph Bissett hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

Joseph Bissett {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this eleventh day of October 1872, before the subscriber, personally appeared Joseph Bissett and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this eleventh day of October 1872 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 considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 38, page 115, 4/16/1872.

At the request of Fred. Mertens this Mortgage was recorded April 16th 1872.

This Indenture, made this 12th day of April eighteen hundred and seventy two, between Samuel Griminger 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 "William M. Price" at and for the sum of twenty one hundred dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 agent, than 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 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 "W. M. Price" 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said Samuel Griminger hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

Samuel Griminger {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 12th day of April 1872, before the subscriber, personally appeared Samuel Griminger and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 12th day of April 1872 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 considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 38, page 117, 4/12/1872.

At the request of Frederick Mertens this Mortgage was recorded April 12th 1872.

This Indenture, made this 29th day of March eighteen hundred and seventy two, between John W. Quigley 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 "Toney Rody" at and for the sum of twenty one hundred dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 agent, than 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 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 "Toney Rody" 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said John W. Quigley hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Herman H. Hotrack

John W. Quigley {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this sixteenth day of March 1872, before the subscriber, personally appeared John W. Quigley and acknowledged the foregoing instrument to be his act and deed.

Herman H. Hotrack, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 29th day of March 1872 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 considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Herman H. Hotrack, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 38, page 120, 5/23/1872.

At the request of Frederick Mertens this Mortgage was recorded May 23rd 1872.

This Indenture, made this seventeenth day of May eighteen hundred and seventy two, between John M. Kreps and Elias Howard 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 "Ida J. Kreps" at and for the sum of seventeen hundred dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 agent, than 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 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 "Ida J. Kreps" 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said John M. Kreps & Elias Howard hath hereunto subscribed their names and affixed their seals on the day and year first above written.

Teste: Herman H. Hotrack

John M. Kreps {Seal}  
Elias Howard

State of Maryland, Allegany County, to wit: I hereby certify that on this seventeenth day of May 1872, before the subscriber, personally appeared John M. Kreps & Elias Howard and acknowledged the foregoing instrument to be their act and deed.

Herman H. Hotrack, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 17th day of May 1872 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 considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Herman H. Hotrack, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 40, page 6, 4/12/1872.

At the request of F. Mertens this Mortgage was recorded April 12th 1872.

This Indenture, made this 27th day of March eighteen hundred and seventy two, between James A. Sigler of Allegany County, State of Maryland party of the first part and Fred. 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 "City of Hamburg" at and for the sum of twenty one hundred dollars, which the said party of the first part is to pay unto the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: twenty dollars for each and every trip said boat shall make from Cumberland to Georgetown, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 agent, than 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 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 "City of Hamburg" 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said James A. Sigler hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

James A. Sigler {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 27th day of March 1872, before the subscriber, personally appeared James A. Sigler and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 27th day of March 1872 before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County personally appeared Fred. Mertens, mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God that the considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 40, page 8, 4/12/1872.

At the request of F. Mertens this Mortgage was recorded April 12th 1872.

This Indenture, made this 27th day of March eighteen hundred and seventy two, between Jack Wright of Allegany County, State of Maryland party of the first part and Fred. 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 "George Hutton" at and for the sum of twenty one hundred dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 agent, than 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 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 "George Hutton" 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said Jack Wright hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

Jack Wright {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 27th day of March 1872, before the subscriber, personally appeared Jack Wright and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 27th day of March 1872 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 considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 40, page 11, 4/12/1872.

At the request of F. Mertens this Mortgage was recorded April 12th 1872.

This Indenture, made this fourth day of April eighteen hundred and seventy two, between George W. Taylor & Joseph Poffenberger 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 "Alfred Bain" at and for the sum of twenty one hundred dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 agent, than 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 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 "Alfred Bain" 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said George W. Taylor & Joseph Poffenberger hath hereunto subscribed their names and affixed their seals on the day and year first above written.

Teste: H. J. Flanagan

George W. Taylor {Seal}  
his

Joseph X Poffenberger {Seal}  
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this fourth day of April 1872, before the subscriber, personally appeared George W. Taylor and Joseph Poffenberger and acknowledged the foregoing instrument to be their act and deed.

H. J. Flanagan, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this fourth day of April 1872 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 considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 40, page 13, 4/12/1872.

At the request of Frederick Mertens this Mortgage was recorded April 12th 1872.

This Indenture, made this fourth day of April eighteen hundred and seventy two, between Peter T. Ekes of Allegany County, State of Maryland party of the first part and Fredrick 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 "Ida & Harry Wolf" at and for the sum of twenty one hundred dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 agent, than 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 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 "Ida & Harry Wolf" 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said Peter T. Ekes hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

Peter T. Ekes {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this fourth day of April 1872, before the subscriber, personally appeared Peter T. Ekes and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this fourth day of April 1872 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 considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 40, page 16, 4/12/1872.

At the request of F. Mertens this Mortgage was recorded April 12th 1872.

This Indenture, made this eighth day of April eighteen hundred and seventy two, between Thomas J. Backer of Allegany County, State of Maryland party of the first part and Fred. 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 "Jacob Couter" at and for the sum of twenty one hundred dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 agent, than 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 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 "Jacob Couter" 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said Thomas J. Backer hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

Thomas J. Backer {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this eighth day of April 1872, before the subscriber, personally appeared Thomas J. Backer and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 8th day of April 1872 before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County personally appeared F. Mertens, mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God that the considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 40, page 18, 4/12/1872.

At the request of F. Mertens this Mortgage was recorded April 12th 1872.

This Indenture, made this twenty eighth day of March eighteen hundred and seventy two, between John Oaks of Allegany County, State of Maryland party of the first part and Fred. 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 "Conrad Wolz" at and for the sum of twenty one hundred dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 agent, than 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 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 "Conrad Wolz" 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said John Oaks hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

John Oaks {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty eighth day of March 1872, before the subscriber, personally appeared John Oaks and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 28th day of March 1872 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 considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 40, page 20, 4/12/1872.

At the request of F. Mertens this Mortgage was recorded April 12th 1872.

This Indenture, made this third day of April eighteen hundred and seventy two, between George E. Little of Allegany County, State of Maryland party of the first part and Fred. 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 "W. P. Wools" at and for the sum of twenty one hundred dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 agent, than 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 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 "W. P. Wools" 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said George E. Little hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

George E. Little {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this third day of April 1872, before the subscriber, personally appeared George E. Little and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this third day of April 1872 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 considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 38, page 111, 1/10/1873.

At the request of Frederick Mertens this Mortgage was recorded January 10th 1873.

This Mortgage, made this fourth day of January in the year eighteen hundred and seventy three, by me Thomas O'Donnell of Allegany County, State of Maryland. Witnesseth: That for and in consideration of the sum of four hundred & twenty five dollars, now due from me the said Thomas O'Donnell to Frederick Mertens of Allegany County and State of Maryland, and in order to secure the payment thereof to the said Frederick Mertens, I the said Thomas O'Donnell do hereby bargain and sell to the said Frederick Mertens the following property: one \_\_\_ bay mare mule blind in the right eye, one bay horse mule blind in both eyes, one black mare mule tongue half cut off, one dun horse mule and the harness that are now used with said mules, and also the boat rig now on the Canal Boat "J. T. Schnoiner" including cooking stove and furniture on said Boat. Provided that if I the said Thomas O'Donnell shall pay to the said Frederick Mertens or his assigns the said sum of four hundred & twenty five dollars, with the interest thereon from the date hereof in installments of forty dollars each for all the trips made by said Canal Boat called "J. T. Schnoiner" or any other Canal Boat on which said mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland until the entire sum of four hundred and twenty dollars, is paid with the interest thereon; provided, said whole sum and interest be paid on or before the first day of January in the year eighteen hundred and seventy four then this Mortgage shall be void. And I the said Thomas O'Donnell do hereby covenant and agree that if in default of the payment of any of said hereinbefore mentioned installments, then said Frederick Mertens or his assigns may and is hereby authorized to seize said mules, or any of them, and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash whenever the same may be so seized and taken, after first giving notice by hand bills for at least ten days of such sale and then pay himself the amount that may then still due to him and all expenses attending the sale and seizure, and if then there be any overplus, to pay the same to me the said Thomas O'Donnell, or my assigns. In witness whereof I have subscribed my name and affixed my seal.

Teste: H. J.. Flannagan

his  
Thomas X O'Donnell {Seal}  
mark

State of Maryland, Allegany County, to wit: On this fourth day of January in the year of our Lord eighteen hundred & seventy three, personally appeared before me, the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, Thomas O'Donnell and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 38, page 488, 4/10/1873.

At the request of Frederick Mertens this Mortgage was recorded April 10th 1873.

This Mortgage, made this fourth day of April in the year eighteen hundred and seventy three, by me John W. Quigley of Allegany County, in the State of Maryland. Witnesseth: That in consideration of the sum of four hundred and thirty dollars, now due from me the said John W. Quigley to Frederick Mertens of Allegany County and State of Maryland, and in order to secure the payment thereof to the said Frederick Mertens, I the said John W. Quigley do hereby bargain and sell to the said Frederick Mertens the following property: four black mules and one sorrel mule that is (three black horse mules, one black mare mule & one sorrel mare mule), and the harness that are now used with said mules, and also the boat rig now on the Canal Boat "Toney Rody" including cooking stove and furniture on said Boat. Provided that if I, the said John W. Quigley shall pay to the said Frederick Mertens or his assigns the said sum of four hundred & thirty dollars, with the interest thereon from the date hereof in installments of thirty five dollars each for all the trips made by said Canal Boat called "Toney Rody" or any other Canal Boat on which said mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland until the entire sum of four hundred and thirty dollars, is paid with the interest thereon; provided, said whole sum and interest be paid on or before the first day of December in the year eighteen hundred and seventy three then this Mortgage shall be void. And I the said John W. Quigley do hereby covenant and agree that if in default of the payment of any of said hereinbefore mentioned installments, then said Frederick Mertens or his assigns may and is hereby authorized to seize said mules, or any of them, and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash whenever the same may be so seized and taken, after first giving notice by hand bills for at least ten days of such sale and then pay himself the amount that may then still due to him and all expenses attending the sale and seizure, and if then there be any overplus, to pay the same to me the said John W. Quigley, or my assigns. In witness whereof I have subscribed my name and affixed my seal.

Teste: H. H. Hotrack

John W. Quigley {Seal}

State of Maryland, Allegany County, to wit: On this fourth day of April in the year of our Lord eighteen hundred & seventy three, personally appeared before me, the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, John Quigley and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Herman H. Hotrack, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 39, page 89, 4/14/1873.

At the request of F. Mertens this Mortgage was recorded April 14th 1873.

This Indenture, made this eighteenth day of March eighteen hundred and seventy three, between Joseph Kirtley of Allegany County, State of Maryland party of the first part and Fredrick 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 "H. P. Simon" at and for the sum of six hundred and thirty eight dollars, which the said party of the first part is to pay unto the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: thirty dollars for each and every trip said Boat shall make from Cumberland to Georgetown, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and to keep said Boat in proper repair & that the said party of the first part will not during the continuance of this instrument of writing, assign, transfer or set over, or otherwise by any act or deed permit the said Boat to be assigned, transferred or set over unto any person or persons whomsoever, without the consent in writing of the said party of the second part, or his authorized agent.

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 "H. P. Simon" 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 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 to freight for the Company or person designated [by the said party of the second part] or his authorized agent, then he duly authorized agent is hereby authorized to take immediate possession of said Boat and after ten days public notice [thereof in a newspaper printed in the City of Cumberland, to sell said canal boat at] public sale, as mortgagee, to the highest bidder for cash or on credit, and out of the proceeds of such sale to pay first the expenses of such sale & 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 of the second part or his assigns] are to pay the same to the said party of the first part. In witness whereof the said Joseph Kirtley hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

Joseph Kirtley {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 18th day of March in the year 1873, before the subscriber, personally appeared Joseph Kirtley & acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 18th day of March 1873 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 as herein set forth that the above mortgage is true and bona fide.

H. J. Flanagan, J. P.

{Transcriber's Note: This document appears to be missing several clauses and sentences based on previous documents. I have indicated some of them by brackets;.]

Allegany County Courthouse, Cumberland, MD, Deed Book 39, page 603, 11/14/1873.

At the request of F. Mertens the following Mortgage was recorded November 14th 1873.

This Mortgage, made on this thirteenth day of November in the year eighteen hundred and seventy three, by me D. J. Miller of Washington County, in the State of Maryland. Witnesseth: That for and in consideration of the sum of four hundred and seventy five dollars, now due from me the said D. J. Miller to Frederick Mertens of Allegany County and State of Maryland, and in order to secure the payment thereof to the said Frederick Mertens, I the said D. J. Miller do hereby bargain and sell to the said Frederick Mertens the following property: eight mules (one black horse mule, one bay horse mule, one dun horse mule, two bay mare mules, and one black mare mules and two dun mare mules), and the harness that are now used with said mules, and also the boat rig now on the Canal Boats "Mercini M. Jane" and "Jacob Snively" including cooking stove and furniture on said Boats.

Provided that if I, the said D. J. Miller, shall pay to the said Frederick Mertens or his assigns the said sum of four hundred & seventy five dollars, with the interest thereon from the date hereof in installments of seventy five dollars each for all the trips made by said Canal Boats "Mercini M. Jane" & "Jacob Snively" or any other Canal Boats on which said mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland until the entire sum of four hundred and seventy five dollars, is paid, with the interest thereon; provided, said whole sum and interest be paid on or before the first day of July in the year eighteen hundred and seventy four then this Mortgage shall be void. And I the said D. J. Miller do hereby covenant and agree that if in default of the payment of any of said hereinbefore mentioned installments, then said Frederick Mertens or his assigns may, and is hereby authorized to seize said mules, or any of them, and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash whenever the same may be so seized and taken, after first giving notice by hand bills for at least ten days of such sale and then pay himself the amount due to him and all expenses attending the sale and seizure, and if then there be any overplus, to pay the same to me the said D. J. Miller, or my assigns. In witness whereof I have subscribed my name and affixed my seal.

Teste: Jas. M. Beall

David J. Miller {Seal}

State of Maryland, Allegany County, to wit: On this thirteenth day of November in the year of our Lord eighteen hundred & seventy three, personally appeared before me, the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, D. J. Miller and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said 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.

Jas. M. Beall, J. P.



Allegany County Courthouse, Cumberland, MD, Deed Book 39, page 606, 11/14/1873.

At the request of Frederick Mertens the following Mortgage was recorded Nov. 14th 1873.

This Indenture, made this thirteenth day of November eighteen hundred and seventy three, between John W. McMachen of Washington 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 "J. R. Purcell" at and for the sum of seventeen hundred dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 agent, than 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 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 "J. R. Purcell" 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said John W. McMachen hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste:

John W. McMachen {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 13th day of November 1873, before the subscriber, personally appeared John W. McMachen and acknowledged the foregoing instrument to be his act and deed.

Jas. M. Beall, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 13th day of November 1873 before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County personally appeared Frederick Mertens, mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God that the considerations 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.

Jas. M. Beall, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 39, page 610, 11/21/1873.

At the request of Frederick Mertens this Mortgage was recorded Nov. 21st 1873.

This Indenture, made this seventeenth day of November eighteen hundred and seventy three, between Reese Merryman of Frederick 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 "W. M. Mertens" at and for the sum of twenty one hundred dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 agent, than 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 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 "W. M. Mertens" 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said Reese Merryman hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Jas. M. Beall

Reese Merryman {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 17th day of November 1873, before the subscriber, personally appeared Reese Merryman and acknowledged the foregoing instrument to be his act and deed.

Jas. M. Beall, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 17th day of November 1873 before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County personally appeared Frederick Mertens, mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God that the considerations 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.

Jas. M. Beall, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 40, page 22, 5/20/1873.

At the request of F. Mertens this Mortgage was recorded 20th May 1873.

This Indenture, made this tenth day of May eighteen hundred and seventy three, between C. M. Thomas 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 "L. J. Freidt" at and for the sum of one thousand dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 agent, than 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 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 "L. J. Freidt" 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said C. M. Thomas hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

C. M. Thomas {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 16th day of May 1873, before the subscriber, personally appeared C. M. Thomas and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 16th day of May 1873 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 considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 40, page 25, 4/29/1873.

At the request of Frederick Mertens this Mortgage was recorded April 29th 1873.

This Indenture, made this twenty first day of April eighteen hundred and seventy three, between C. M. Atwell 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 "Martin O'Conner" at and for the sum of thirteen hundred dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 agent, than 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 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 "Martin O'Conner" 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said C. M. Atwell hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

C. M. Atwell {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 21st day of April 1873, before the subscriber, personally appeared C. M. Atwell and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 23rd day of April 1873 before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County personally appeared Frederick Mertens, mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God that the considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.



Allegany County Courthouse, Cumberland, MD, Deed Book 40, page 27, 4/23/1873.

At the request of F. Mertens this Mortgage was recorded April 23rd 1873.

This Indenture, made this 12th day of April eighteen hundred and seventy three, between D. R. Holland 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 "Lizzie M. Holland" at and for the sum of twenty one hundred dollars, which the said party of the first part is to pay unto the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: fifty dollars for each and every trip said boat shall make from Cumberland to Georgetown, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 agent, than 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 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 "Lizzie M. Holland" 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said D. R. Holland hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

D. R. Holland {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 12th day of April 1873, before the subscriber, personally appeared D. R. Holland and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 9th day of \_\_\_\_\_ 1873 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 considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 40, page 29, 4/10/1873.

At the request of F. Mertens this Mortgage was recorded April 10th 1873.

This Indenture, made this fourth day of March eighteen hundred and seventy three, between Owen Bissett 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 "T. A. Wood" at and for the sum of twenty one hundred dollars, which the said party of the first part is to pay unto the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: fifty dollars for each and every trip said boat shall make from Cumberland to Georgetown, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 agent, than 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 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 "T. A. Wood" 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said Owen Bissett hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

Owen Bissett {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this fourth day of March 1873, before the subscriber, personally appeared Owen Bissett and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this fourth day of March 1873 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 Evangelical of Almighty God that the considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 40, page 31, 5/20/1873.

At the request of F. Mertens this Mortgage was recorded May 20th 1873.

This Mortgage, made on this twenty sixth day of April in the year eighteen hundred and seventy three, by me Thomas O'Donnell of Allegany County, in the State of Maryland. Witnesseth: That for and in consideration of the sum of one hundred and fifty dollars, now due from me the said Thomas O'Donnell to Frederick Mertens of Allegany County and State of Maryland, and in order to secure the payment thereof to the said Frederick Mertens, I the said Thomas O'Donnell do hereby bargain and sell to the said Frederick Mertens the following property: one big mouse colored mare mule and the harness that are now used with said mule, and also the boat rig now on the Canal Boat "J. T. Schnoiner" including cooking stove and furniture on said Boat.

Provided that if I, the said Thomas O'Donnell, shall pay to the said Frederick Mertens or his assigns the said sum of one hundred and fifty dollars, with the interest thereon from the date hereof in installments of ten dollars each for all the trips made by said Canal Boat "J. T. Schoiner" or any other Canal Boat on which said mule may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland until the entire sum of one hundred and fifty dollars, is paid, with the interest thereon; provided, said whole sum and interest be paid on or before the first day of December in the year eighteen hundred and seventy three then this Mortgage shall be void. And I the said Thomas O'Donnell do hereby covenant and agree that if in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said mules, or any of them, and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash whenever the same may be so seized and taken, after first giving notice by hand bills for at least ten days of such sale and then pay himself the amount due to him and all expenses attending the sale and seizure, and if then there be any overplus, to pay the same to me the said Thomas O'Donnell, or my assigns. In witness whereof I have subscribed my name and affixed my seal.

Teste: J. M. Strong

his  
Thomas X O'Donnell {Seal}  
mark

State of Maryland, Allegany County, to wit: On this twenty fourth day of April in the year of our Lord eighteen hundred and seventy three, personally appeared before me, the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, Thomas O'Donnell and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

J. M. Strong, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 40, page 32, 6/6/1873.

At the request of F. Mertens this Mortgage was recorded June 6th 1873.

This Indenture, made this 21st day of May eighteen hundred and seventy three, between Patrick Kean 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 "Johney" at and for the sum of twenty one hundred dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 agent, than 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 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 "Johney" 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said Patrick Kean hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

Patrick Kean {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 21st day of May 1873, before the subscriber, personally appeared Patrick Kean and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 21st day of May 1873 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 considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 40, page 34, 5/20/1873.

At the request of F. Mertens this Mortgage was recorded May 20th 1873.

This Indenture, made this twelfth day of May eighteen hundred and seventy three, between Jacob Brubaker 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 "Bynon & Goodwin," & four mules and rig (1 bay mare mule, 1 dun mare mule, 1 gray horse mule & 1 sorrel horse mule) at and for the sum of ten hundred and fifty dollars, which the said party of the first part is to pay unto the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: fifty dollars for each and every trip said boat shall make from Cumberland to Georgetown, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 agent, than 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 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 "Bynon & Goodwin," four mules and rig 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said Jacob Brubaker hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

Jacob Brubaker {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twelfth day of May 1873, before the subscriber, personally appeared Jacob Brubaker and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 15th day of May 1873 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 Evangelical of Almighty God that the considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 40, page 39, 6/12/1873.

At the request of F. Mertens this Mortgage was recorded June 12th 1873.

This Indenture, made this sixth day of June eighteen hundred and seventy three, between King Kirby 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 "E. E. King" at and for the sum of twenty one hundred dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 agent, than 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 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 "E. E. King" 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said King Kirby hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. H. Hobrock

K. A. Kirby {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 6th day of June 1873, before the subscriber, personally appeared King Kirby and acknowledged the foregoing instrument to be his act and deed.

Herman H. Hobrock, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 6th day of June 1873 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 considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Herman H. Hobrock, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 40, page 41, 6/12/1873.

At the request of F. Mertens this Mortgage was recorded June 12th 1873.

This Indenture, made this sixth day of June eighteen hundred and seventy three, between J. V. L. McKaig 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 "J. R. Miller" at and for the sum of twenty hundred and twenty eight dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 agent, than 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 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 "J. R. Miller" 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said J. V. L. McKaig hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Jas. M. Beall

J. V. L. McKaig {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 6th day of June 1873, before the subscriber, personally appeared J. V. L. McKaig and acknowledged the foregoing instrument to be his act and deed.

Jas. M. Beall, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 6th day of June 1873 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 considerations 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.

Jas. M. Beall, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 40, page 227, 7/8/1873.

At the request of F. Mertens this Mortgage was recorded July 8th 1873.

This Indenture, made this 8th day of July eighteen hundred and seventy three, between Lewis Weller 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 "D. A. Miller" at and for the sum of two thousand and ten dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 agent, than 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 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 "D. A. Miller" 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said L. Weller hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Jas. M. Beall

Lewis Weller {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 8th day of July 1873, before the subscriber, personally appeared L. Miller and acknowledged the foregoing instrument to be his act and deed.

Jas. M. Beall, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 8th day of July 1873 before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County personally appeared J. A. Mertens, agent of Frederick Mertens mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God that the considerations 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 Frederick Mertens to make such affidavit. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Jas. M. Beall, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 40, page 229, 6/12/1873.

At the request of F. Mertens this Mortgage was recorded July 21st 1873.

This Indenture, made this tenth day of July eighteen hundred and seventy three, between Thomas Sypold 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 "J. R. Cruzen" at and for the sum of fifteen hundred and eighty six dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 agent, than 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 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 "J. R. Cruzen" 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said Thomas Sypold hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Jas. M. Beall

his  
Thomas X Sypold {Seal}  
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this 17th day of July 1873, before the subscriber, personally appeared Thomas Sypold and acknowledged the foregoing instrument to be his act and deed.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this \_\_\_ day of \_\_\_ 187\_ 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 considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

\_\_\_\_\_, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 40, page 232, 7/21/1873.

At the request of F. Mertens this Mortgage was recorded July 21st 1873.

This Indenture, made this twelfth day of July eighteen hundred and seventy three, between Jerry Kanode 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 "E. E. King" at and for the sum of twenty one hundred dollars, which the said party of the first part is to pay unto 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, Washington, Alexandria, or any other point until the entire purchase money, with the 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, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and 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 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. 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 agent, than 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 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 "E. E. King" 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 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 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 to 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 of the second part or his assigns are to pay the same to the said party of the first part. In witness whereof the said Jerry Kanode hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Jas. M. Beall

his  
Jeremiah X Kanode {Seal}  
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this 12th day of July 1873, before the subscriber, personally appeared Jerry Kanode and acknowledged the foregoing instrument to be his act and deed.

\_\_\_\_\_, J. P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 12th day of July 1873 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 considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

\_\_\_\_\_, J. P.

At the request of Frederick Mertens this Mortgage was recorded Sep. 22, 1873.

This Indenture made this fifteenth day of September eighteen hundred and seventy two between R. D. Kerfoot of Allegany County, State of Maryland, party of the first part, and F. A. Mertens of Allegany County, State of Maryland, party of the second part. Whereas the said party of the second part has sold to the said party of the first part, the canal boat called "J. R. Ray" 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: Forty (\$40) dollars for each & every trip said boat shall make from Cumberland to Georgetown, Washington, Alexandria or any other point, until the entire purchase money with interest is fully paid crediting the respective payments thereon as of the time when such payments shall have [been] made. And whereas it was part of this 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 devise; 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. 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 their agents, but in case of a glut of boats, or in case such defaults, either in loading or unloading, happens from any other cause than a personal default of the said company, or its agents, then all the said company coal boats 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 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 "J. R. Ray." 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 therein 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 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 R. D. Kerfoot hath herewith subscribed his name and affixed his seal on the day and year first above written.

Teste: Jas. M. Beall

R. F. Kerfoot {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 10<sup>th</sup> day of September 1873, before the subscriber, personally appeared R. D. Kerfoot and acknowledged the foregoing instrument to be his act and deed.

Jas. M. Beall, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 15<sup>th</sup> day of September 1873 before the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County personally appeared F. A. Mertens, Jr. 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 [Frederick Mertens] to make such affidavit. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

Jas. M. Beall, J. P.

At the request of F. Mertens this Mortgage was recorded Sep. 22, 1873.

This Indenture made this twelfth day of September eighteen hundred and seventy two between J. W. Fisher 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 "A. J. Mills" 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: Forty dollars for each & every trip said boat shall make from Cumberland to Georgetown, Washington, Alexandria or any other point, until the entire purchase money with interest is fully paid crediting the respective payments thereon as of the time when such payments shall have [been] made. And whereas it was part of this 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 devise; 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 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. 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 their agents; but in case of a glut of boats, or in case such defaults, 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 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 "A. J. Mills" 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 J. W. Fisher hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

his

J. W. X Fisher {Seal}

mark

State of Maryland, Allegany County, to wit: I hereby certify that on this 12<sup>th</sup> day of Sept. 1873, before the subscriber, personally appeared J. W. Fisher and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 22<sup>nd</sup> day of September 1873 before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Frederick Mertens, Jr. 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 Frederick Mertens] to make such affidavit. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

H. J. Flanagan, J. P.

At the request of Frederick Mertens this Mortgage was recorded Oct. 5, 1873.

This Indenture made this first day of October eighteen hundred and seventy two between D. J. Miller of Allegany County, State of Maryland, party of the first part, and Frederick Mertens, Jr. 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 "Jacob Snively" 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: Forty dollars for each & every trip said boat shall make from Cumberland to Georgetown, Washington, Alexandria or any other point, until the entire purchase money with interest is fully paid crediting the respective payments thereon as of the time when such payments shall have [been] made. And whereas it was part of this 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 devise; 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. 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 defaults, 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 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 "Jacob Snively" 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 D. J. Miller hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: J. A. Beall.

David J. Miller {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 14<sup>th</sup> day of Oct. 1873, before the subscriber, personally appeared D. J. Miller and acknowledged the foregoing instrument to be his act and deed.

Jas. A. Beall, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 14th day of October 1873 before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared F. Mertens, Jr. 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 [Frederick Mertens] to make such affidavit. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

Jas. A. Beall, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 40, page 241, 10/3/1873.

At the request of F. A. Mertens this Mortgage was recorded Oct. 3, 1873.

This Mortgage made in this first day of October in the year eighteen hundred and seventy three by me Thomas O'Donall of Allegany County, in the State of Maryland; Whereas for and in consideration of the sum of one hundred and ten dollars, now due from me the said Thomas O'Donall to F. A. Mertens of Allegany County and State of Maryland, and order to secure the payment hereof to the said F. A. Mertens, I the said Thomas O'Donall do hereby bargain and sell to the said F. A. Mertens the following property: one black horse mule, and the harness that are now used with said mule, and also the boat rig now on the Canal Boat "J. T. Scniver," including cooking stove and furniture in said Boat. Provided that if I the said Thomas O'Donall shall pay to the said F. A. Mertens or his assigns the said sum of one hundred & ten dollars with the interest thereon from the date hereof in installments of ten dollars each for all the trips made by said Canal Boat called "J. T. Scniver" or any other Canal Boat on which said mule may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other point east of Cumberland until the entire sum of one hundred & ten dollars is paid with the interest thereon; provided, said whole sum and interest be paid on or before the first day of April in the year eighteen hundred and seventy four, then this mortgage shall be void; and I the said Thomas O'Donall do hereby covenant and agree that if the default of the payment of any of said herein before mentioned installments the said F. A. Mertens or his assigns may, and is hereby authorized to seize said mules, or any of them, and said harness, boat rig and boat furniture and sell the same to the highest bidder for cash, whenever the same may be so seized and taken, after first fiving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there then be any overplus, to pay the same to me, the said Thomas O'Donall or my assigns. In Witness whereof I have subscribed my name and affixed my seal.

Teste: James M. Beall

Thomas O'Donall {Seal}

State of Maryland, Allegany County, to wit: On this first day of October in the year of our Lord eighteen hundred and seventy three personally appeared before me, the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, Thomas O'Donall and acknowledged the foregoing Mortgage to be his act and at the same time also appeared before me F. A. Mertens and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Jas. M. Beall, J. P.

At the request of F. Mertens this Mortgage was recorded March 28th, 1873.

This Indenture made this twentieth day of March eighteen hundred and seventy three between Patrick Little 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 "G. W. Barrett" 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: Forty dollars for each & every trip said boat shall make from Cumberland to Georgetown, Washington, Alexandria or any other point, until the entire purchase money with interest is fully paid crediting the respective payments thereon as of the time when such payments shall have [been] made. And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party 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 devise; 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. 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 defaults, 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 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 "G. W. Barrett" 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 Patrick Little hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan.

Patrick Little {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 20<sup>th</sup> day of March 1873, before the subscriber, personally appeared Patrick Little and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 20th day of March 1873 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. Flanagan, J. P.

At the request of Frederick Mertens this Mortgage was recorded March 28th, 1873.

This Indenture made this twenty fifth day of March eighteen hundred and seventy three between John H. Murphy 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 "A. P. Gorman" 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: Forty dollars for the first twenty trips & afterwards Fifty dollars for each & every trip said boat shall make from Cumberland to Georgetown, Washington, Alexandria or any other point, until the entire purchase money with interest is fully paid crediting the respective payments thereon as of the time when such payments shall have [been] made. And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party 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 devise; 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. 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 defaults, 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 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 "A. P. Gorman" 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 John H. Murphy hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan.

John H. Murphy {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 25<sup>th</sup> day of March 1873, before the subscriber, personally appeared John H. Murphy and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 25<sup>th</sup> day of March 1873 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. Flanagan, J. P.

At the request of F. Mertens this Mortgage was recorded March 28th, 1873.

This Indenture made this twentieth day of March eighteen hundred and seventy three between John L. Miller 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 "Larry Miller" 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: Fifty dollars for the first thirty trips & afterwards Twenty dollars for each & every trip said boat shall make from Cumberland to Georgetown, Washington, 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 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 devise; 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. 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 defaults, 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 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 "Larry Miller" 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 John L. Miller hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan.

John L. Miller {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 19<sup>th</sup> day of March 1873, before the subscriber, personally appeared John L. Miller and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 19<sup>th</sup> day of March 1873 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. Flanagan, J. P.



At the request of F. Mertens this Mortgage was recorded March 28th, 1873.

This Indenture made this twenty first day of March eighteen hundred and seventy three between C. H. Fisher 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 "Huntingdon" at and for the sum of eight 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 & every trip said boat shall make from Cumberland to Georgetown, Washington, 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 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 devise; 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. 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 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 "Huntingdon" 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 C. H. Fisher hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan.

C. H. Fisher {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 20<sup>th</sup> day of March 1873, before the subscriber, personally appeared C. H. Fisher and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 21st day of March 1873 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. Flanagan, J. P.

Allegany County Courthouse, Cumberland, Md., Deed Book 40, page 251, 3/28/1873.

At the request of Frederick Mertens this Mortgage is recorded March 28th, 1873.

This Indenture made this 21st day of March eighteen hundred and seventy three between B. F. Price 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 "Ch. W. Wilson" 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: Forty dollars for each & every trip said boat shall make from Cumberland to Georgetown, Washington, 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 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 devise; 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. 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 defaults, 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 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 "Charles W. Wilson" 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 B. F. Price hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan.

B. F. Price {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 21st day of March 1873, before the subscriber, personally appeared B. F. Price and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 21st day of March 1873 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. Flanagan, J. P.

At the request of F. Mertens this Mortgage was recorded March 28th, 1873.

This Indenture made this nineteenth day of March eighteen hundred and seventy three between James A. Null 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 "Jonathan Spielman" 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: Fifty dollars for the first thirty two trips & afterwards Twenty dollars for each & every trip said boat shall make from Cumberland to Georgetown, Washington, 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 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 devise; 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. 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 defaults, 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 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 "Jonathan Spielman" 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 James A. Null hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan.

his  
James A. X Null {Seal}  
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this 19<sup>th</sup> day of March 1873, before the subscriber, personally appeared James A. Null and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 19<sup>th</sup> day of March 1873 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. Flanagan, J. P.

At the request of F. Mertens this Mortgage was recorded March 28th, 1873.

This Indenture made this nineteenth day of March eighteen hundred and seventy three between H. W. Reid 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 "T. H. West" 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: Fifty dollars for the first thirty trips & afterwards Twenty dollars for each & every trip said boat shall make from Cumberland to Georgetown, Washington, 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 receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire 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. 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 defaults, 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 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 "T. H. West" 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 H. W. Reid hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan.

H. W. Reid {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 19<sup>th</sup> day of March 1873, before the subscriber, personally appeared H. W. Reid and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 19<sup>th</sup> day of March 1873 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. Flanagan, J. P.



At the request of Frederick Mertens this Mortgage was recorded March 28th, 1873.

This Indenture made this nineteenth day of March eighteen hundred and seventy three between Charles J. Kaiser 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 "Queen City" & five mules (one roan horse mule, one black horse mules, two dark bay mare mules & one dark bay horse mule) at and for the sum of ten hundred and fifty seven 80/100 dollars, which the said party of the first part is to pay to the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: Forty dollars for each & every trip said boat & mules shall make from Cumberland to Georgetown, Washington, 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 receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire 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. 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 defaults, 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 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 "Queen City" & five mules 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 Charles J. Kaiser hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan.

Charles J. Kaiser {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 19<sup>th</sup> day of March 1873, before the subscriber, personally appeared Charles J. Kaiser and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 19<sup>th</sup> day of March 1873 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. Flanagan, J. P.

Allegany County Courthouse, Cumberland, Md., Deed Book 40, page 259, 11/21/1873.

At the request of F. Mertens this Lien was recorded Nov. 21, 1873.

An account or statement of the claim of Frederick Mertens against F. McCoy, the owner of the Canal Boat called "M. E. McMachen," to be filed in the Office of the Orphans' Court for Allegany County, pursuant to the act of the General Assembly of Maryland passed at January Session, 1856, Chapter 294. This statement is filed by Frederick Mertens to recover the sum of two hundred eleven 20/100 dollars a debt due Frederick Mertens by F. McCoy for work done on the 12th day of November in the year 1873 at Cumberland, in Allegany County, Maryland in the repairs of the Canal Boat called "M. E. McMachen" used or intended to be used for the purpose of carrying coal or other freight on the Chesapeake and Ohio Canal. The said work was done at the request of F. McCoy, the owner of the said Canal Boat, and the particulars or items of the said claim or debt are as follows, to wit:

|   |          |
|---|----------|
| For Dockage #5, on $\frac{1}{4}$ 40 $\frac{3}{4}$ days work \$2.50 = \$101.87               | 106.87   |
| For 2215 ft. lumber @ 3 cts. = \$66.45; for 37 $\frac{1}{2}$ ft. flooring @ 4 cts. = \$3.50 | 69.95    |
| For 170 iron spikes @ 10 cts. = \$17.00; for 7 tie rod spikes @ 12cts. = 84 cts             | 17.84    |
| For 28' oakum @ 20 cts. = \$5.60; tie rods \$2.80   | 8.40     |
| For 2 pair strap hinges @ 25 cts. = .50; for 60 lbs. iron @ .07 = \$4.20                    | 4.70     |
| For 2 lbs. reb spikes @ 12 cts. = .24; for blacksmith work \$3.20                           | 3.44     |
|   | <hr/>    |
|   | \$211.20 |

The said debt accrued to the claimant on the 12th day of November 1873, at which time the said work was completed.

Witness: Jas. M. Beall

F. Mertens

State of Maryland, Allegany County, to wit: I hereby certify that on this 12th day of November in the year 1873, before me the subscriber, a Justice of the Peace for said State and County, personally appeared Frederick Mertens, the within named claimant and subscribed the foregoing statement in my presence, and also made oath on the Holy Evangel of Almighty God, that the facts set forth in the said foregoing statement are true as therein set forth.

Jas. M. Beall, J. P.

Allegany County Courthouse, Cumberland, Md., Deed Book 40, page 260, 11/10/1873.

At the request of F. Mertens this Mortgage was recorded Nov. 10th, 1873.

This Mortgage made this eighth day of November in the year eighteen hundred and seventy three by me, Richard Sorrell of Fairfax County, in the State of Virginia. Witnesseth, that for and in consideration of the sum of twelve hundred & ninety dollars, now due from me, the said Richard Sorrell to F. Mertens of Allegany County and State of Maryland, and in order to secure the payment thereof to the said F. Mertens, I, the said Richard Sorrell do hereby bargain and sell to the said F. Mertens the following property: two bay mare mules, one black mare mule, one light bay horse mule, one light bay mare mule and the harness that are now used with said mules, and also the Boat rig now on the Canal Boat "Nuttie & Willie" including cooking stove and furniture on said Boat. Provided, that if I, the said Richard Sorrell shall pay to the said F. Mertens or his assigns the said sum of twelve hundred & ninety dollars with the interest thereon from the date hereof in installments of forty dollars for each for all the trips made by said Canal Boat called "Nuttie & Willie" or any other Canal Boat on which said mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port east of Cumberland, until the entire sum twelve hundred & ninety dollars is paid, with the interest thereon. Provided, said sum and interest be paid on or before the first day of December in the year eighteen hundred and seventy five. Then, this Mortgage shall be void. And I, the said Richard Sorrell do hereby covenant and agree, that if in default of the payment of any of said hereinbefore mentioned installments, the said F. Mertens or his assigns may, and is hereby authorized to seize said mules, or any of them, and the said harness, boat rig and boat furniture, and sell the same to the highest bidder, for cash, wherever the same may be or seized and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there then be any overplus, to pay the same to me, the said Richard Sorrell, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: H. J. Flanagan.

his  
Richard X Sorrell {Seal}  
mark

State of Maryland, Allegany County, to wit: On this eighth day of November, in the year of our Lord, eighteen hundred and seventy three, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Richard Sorrell and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me F. Mertens and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

H. J. Flanagan, J. P.

At the request of F. Mertens this Mortgage was recorded Nov. 10th, 1873.

This Indenture made this eighth day of November eighteen hundred and seventy three between John H. Eddy of Franklin County, State of Pennsylvania, 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 "Clara M" 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: Forty five dollars for each & every trip said Boat shall make from Cumberland to Georgetown, Washington, 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 receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire 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. 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 defaults, 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 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 "Clara M" 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 John H. Eddy hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan.

John H. Eddy {Seal}

State of Pennsylvania, Franklin County, to wit: I hereby certify that on this eighth day of November 1873, before the subscriber, personally appeared John H. Eddy and acknowledged the aforesaid instrument to be his act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this eighth day of November 1873, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Frederick Mertens, mortgagee in the foregoing mortgage, and made oath on the Holy Evangelical of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

H. J. Flanagan, J. P.

At the request of F. Mertens this Mortgage was recorded April 4th, 1873.

This Indenture made this thirty first day of March eighteen hundred and seventy three between John D. Hanna 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 "H. A. Garrett" at and for the sum of fifteen 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 & every trip said boat shall make from Cumberland to Georgetown, Washington, 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 receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire 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. 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 defaults, 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 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 "H. A. Garrett" 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 John D. Hanna hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan.

John D. Hanna {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 31st day of March 1873, before the subscriber, personally appeared John D. Hanna and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 31st day of March 1873 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. Flanagan, J. P.



At the request of F. Mertens this Mortgage was recorded Nov. 21, 1873.

This Indenture made this eighteenth day of November eighteen hundred and seventy three between John Callin 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 "George Hughes" 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: Fifty dollars per trip for the first season and afterwards forty five dollars for each & every trip said boat shall make from Cumberland to Georgetown, Washington, 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 receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire 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. 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 defaults, 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 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 "George Hughes" 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 John Callin hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan.

John Callin {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 18<sup>th</sup> day of November 1873, before the subscriber, personally appeared John Callin and acknowledged the aforesaid instrument to be his act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 18th day of November 1873 before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared 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. Flanagan, J. P.

Allegany County Courthouse, Cumberland, Md., Deed Book 41, page 3, 12/1/1873.

At the request of Frederick Mertens this Mortgage was recorded December 1st, 1873.

This Indenture made this thirteenth day of November eighteen hundred and seventy three between C. E. Faulkwell of Washington 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 "Mary Mertens" 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: Forty dollars for each and every trip said boat shall make from Cumberland to Georgetown, Washington, 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 receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire 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. 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 defaults, 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 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 "Mary Mertens" 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 C. E. Faulkwell hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste:

C. E. Faulkwell {Seal}

State of Maryland, Washington County, to wit: I hereby certify that on this thirteenth day of November 1873, before the subscriber, personally appeared C. E. Faulkwell and acknowledged the foregoing instrument to be his act and deed.

W. H. Lowe, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this thirteenth day of November 1873 before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared 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.

\_\_\_\_\_, J. P.

Allegany County Courthouse, Cumberland, Md., Deed Book 41, page 45, 12/8/1873.

At the request of F. Mertens this Mortgage was recorded Dec. 8th, 1873.

This Mortgage made this twenty eighth day of November in the year eighteen hundred and seventy three by me, John Noble of Washington County, in the State of Maryland. Witnesseth, that for and in consideration of the sum of three hundred fifty four 16/100 dollars due from me the said John Noble to Frederick Mertens of Allegany County, and State of Maryland, and in order to secure the payment thereof to the said Frederick Mertens, I the said John Noble do hereby bargain and sell to the said Frederick Mertens, the following property: one canal boat called "James Noble," one sorrel horse mare [mule]; one mouse colored mare mule; two bay mare mules; and the harness that are now used with said mules, and also the boat rig now on the canal boat "James Noble," including cooking stove and furniture on said boat. Provided that if I the said John Noble shall pay to the said Frederick Mertens or his assigns the said sum of three hundred and fifty four 16/100 dollars with interest thereon from the date hereof in installments of fifty five dollars for all the trips made by said Canal Boat called "James Noble," or any other Canal Boat on which said mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria, or any other port east of Cumberland, until the entire sum of three hundred & fifty four 16/100 dollars is paid with interest thereon, provided said whole sum, and interest be paid on or before the first day of July in the year eighteen hundred and seventy four, then this mortgage shall be void. And I, the said John Noble do hereby covenant and agree that if in default of the payment of any of said hereinbefore mentioned installments to the said Frederick Mertens or his assigns may and is hereby authorized to seize said mules, or any of them, and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized and taken, after first giving notice by hand bills for at least ten days of such sale and then pay himself the amount that may be still due to him and all expenses attending the sale and seizure and if then there be any overplus, to pay the same to me the said John Noble, or my assigns. In witness whereof I have subscribed my name and affixed my seal.

Teste: Jas. M. Beall.

John Noble {Seal}

State of Maryland, Allegany County, to wit: On this twenty eighth day of November in the year of our Lord eighteen hundred and twenty three, personally appeared before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County, John Noble and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law 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.

Jas. M. Beall, J. P.

Allegany County Courthouse, Cumberland, Md., Deed Book 41, page 194, 1/15/1874.

At the request of F. Mertens this Mortgage was recorded Jan. 15th 1874.

This Mortgage made this thirteenth day of January in the year eighteen hundred and seventy four by me, W. R. Shaw of Allegany County, in the State of Maryland. Witnesseth, that for and in consideration of the sum of one hundred & twenty five dollars, now due from me, the said W. R. Shaw to Frederick Mertens of Allegany County and State of Maryland, and in order to secure the payment thereof to the said Frederick Mertens, I, the said W. R. Shaw do hereby bargain and sell to the said Frederick Mertens the following property: one bay horse mule and the harness that are now used with said mule, and also the Boat rig now on the Canal Boat "Jacob McGraw," including cooking stove and furniture on said Boat. Provided, that if I, the said W. R. Shaw shall pay to the said Frederick Mertens or his assigns the said sum of one hundred & twenty five dollars with the interest thereon from the date hereof in installments of twenty five dollars for each for all the trips made by said Canal Boat called "Jacob McGraw" or any other Canal Boat on which said mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port east of Cumberland, until the entire sum of one hundred and twenty five dollars is paid, with the interest thereon. Provided, said sum and interest be paid on or before the first day of January in the year eighteen hundred and seventy five, then, this Mortgage shall be void. And I, the said W. R. Shaw do hereby covenant and agree, that if in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said mules, or any of them, and the said harness, boat rig and boat furniture, and sell the same to the highest bidder, for cash, wherever the same may be or seized and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there then be any overplus, to pay the same to me, the said W. R. Shaw, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: Jas. M. Beall.

W. R. Shaw {Seal}

State of Maryland, Allegany County, to wit: On this thirteenth day of January, in the year of our Lord, eighteen hundred and seventy four, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, W. R. Shaw and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

Jas. M. Beall, J. P.

Allegany County Courthouse, Cumberland, Md., Deed Book 41, page 312, 4/4/1874.

At the request of F. Mertens this Mortgage was recorded April 4th 1874.

This Mortgage made this second day of April in the year eighteen hundred and seventy four by me, Thomas Little of Washington County, in the State of Maryland. Witnesseth, that for and in consideration of the sum of four hundred dollars, now due from me, the said Thomas Little to Frederick Mertens of Allegany County and State of Maryland, and in order to secure the payment thereof to the said Frederick Mertens, I, the said Thomas Little do hereby bargain and sell to the said Frederick Mertens the following property: one Canal Boat called "Gen. Grant," one dun horse mule & one bay horse mule, and the harness that are now used with said mules, and also the Boat rig now on the Canal Boat "General Grant," including cooking stove and furniture on said Boat. Provided, that if I, the said Thomas Little shall pay to the said Frederick Mertens or his assigns the said sum of four hundred dollars with the interest thereon from the date hereof in installments of twenty five dollars for each for all the trips made by said Canal Boat called "General Grant" or any other Canal Boat on which said mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port east of Cumberland, until the entire sum of four hundred dollars is paid, with the interest thereon. Provided, said sum and interest be paid on or before the first day of December in the year eighteen hundred and seventy four, then, this Mortgage shall be void. And I, the said Thomas Little do hereby covenant and agree, that if in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may and is hereby authorized to seize said boat and mules and said harness, boat rig and boat furniture, and sell the same to the highest bidder, for cash, wherever the same may be or seized and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there then be any overplus, to pay the same to me, the said Thomas Little, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: H. J. Flanagan.

Thomas Little {Seal}

State of Maryland, Allegany County, to wit: On this second day of April, in the year of our Lord, eighteen hundred and seventy four, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Thomas Little and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens and made oath in due form of law that the consideration set forth in said foregoing Mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, Md., Deed Book 41, page 313, 4/4/1874.

At the request of F. Mertens this Mortgage was recorded April 4th 1874.

This Mortgage made this thirtieth day of March in the year eighteen hundred and seventy four by me, Martin V. Murray of Washington County, in the State of Maryland. Witnesseth, that for and in consideration of the sum of three hundred and seventy five dollars, now due from me, the said Martin V. Murray to Frederick Mertens of Allegany County and State of Maryland, and in order to secure the payment thereof to the said Frederick Mertens, I, the said Martin V. Murray do hereby bargain and sell to the said Frederick Mertens the following property: one light sorrel mare mule, one mouse colored horse mule, and the harness that are now used with said mules, and also the Boat rig now on the Canal Boat "Cumberland," including cooking stove and furniture on said Boat. Provided, that if I, the said Martin V. Murray shall pay to the said Frederick Mertens or his assigns the said sum of three hundred & seventy five dollars with the interest thereon from the date hereof in installments of twenty dollars each for all the trips made by said Canal Boat called "Cumberland" or any other Canal Boat on which said mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port east of Cumberland, until the entire sum of three hundred & seventy five dollars is paid, with the interest thereon. Provided, said whole sum and interest be paid on or before the first day of December in the year eighteen hundred and seventy four, then, this Mortgage shall be void. And I, the said Martin V. Murray do hereby covenant and agree, that if in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may and is hereby authorized to seize said mules, or any of them, and said harness, boat rig and boat furniture, and sell the same to the highest bidder, for cash, wherever the same may be or seized and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there then be any overplus, to pay the same to me, the said Martin V. Murray, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: H. J. Flanagan.

M. V. Murray {Seal}

State of Maryland, Allegany County, to wit: On this thirtieth day of March, in the year of our Lord, eighteen hundred and seventy four, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Martin V. Shaw and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

H. J. Flanagan, J. P.



Allegany County Courthouse, Cumberland, Md., Deed Book 41, page 314, 4/4/1874.

At the request of Frederick Mertens this Mortgage was recorded April 4th 1874.

This Indenture made this second day of April eighteen hundred and seventy four between Otho Shivers of Washington 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 "Lydia L. Shivers" 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: Forty dollars for each and every trip said boat shall make from Cumberland to Georgetown, Washington, 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 receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire 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. 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 defaults, 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 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 "Lydia L. Shivers" 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 Otho Shivers hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

Otho Shivers {Seal}

State of Maryland, Washington County, to wit: I hereby certify that on this 2nd day of April 1874, before the subscriber, personally appeared Otho Shivers and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 2nd day of April 1874 before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared 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. Flanagan, J. P.

Allegany County Courthouse, Cumberland, Md., Deed Book 41, page 317, 4/4/1874.

At the request of Frederick Mertens this Mortgage was recorded April 4th 1874.

This Indenture made this twenty eighth day of March eighteen hundred and seventy four between Z. J. Read of Washington 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 "J. H. Houck" 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: Forty five dollars for each and every trip said boat shall make from Cumberland to Georgetown, Washington, 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 receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire 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. 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 defaults, 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 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 "J. H. Houck" 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 Z. J. Read hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

his  
Zack X J. Read {Seal}  
mark

State of Maryland, Washington County, to wit: I hereby certify that on this 28th day of March 1874, before the subscriber, personally appeared Z. J. Read and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 28th day of March 1874 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. Flanagan, J. P.

At the request of Frederick Mertens this Mortgage was recorded April 4th 1874.

This Indenture made this second day of April eighteen hundred and seventy four between Peter Dunn of Berkeley County, State of West Virginia, 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 "Martin Scally" 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: Forty dollars for each and every trip said boat shall make from Cumberland to Georgetown, Washington, 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 receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire 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. 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 defaults, 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 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 "Martin Scally" 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 Peter Dunn hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste:

Peter Dunn {Seal}

State of Maryland, Washington County, to wit: I hereby certify that on this 2nd day of April 1874, before the subscriber, personally appeared Peter Dunn and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 2nd day of April 1874 before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared 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. Flanagan, J. P.

At the request of F. Mertens this Mortgage was recorded April 17th 1874.

This Indenture made this ninth day of April eighteen hundred and seventy four between J. H. Heck of Washington 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 "J. T. Dixon" 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: Forty dollars for each and every trip said boat shall make from Cumberland to Georgetown, Washington, 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 receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire 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. 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 defaults, 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 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 "J. T. Dixon" 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 J. H. Heck hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

J. H. Heck {Seal}

State of Maryland, Washington County, to wit: I hereby certify that on this 9th day of April 1874, before the subscriber, personally appeared J. H. Heck and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 9th day of April 1874 before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared 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. Flanagan, J. P.



Allegany County Courthouse, Cumberland, Md., Deed Book 41, page 357, 4/23/1874.

At the request of F. Mertens this Mortgage was recorded April 23rd 1874.

This Indenture made this eighteenth day of April eighteen hundred and seventy four between James Seaman of Washington 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 "Minnie Topper" at and for the sum of eight 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 Georgetown, Washington, 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 receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire 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. 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 defaults, 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 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 "Minnie Topper" 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 James Seaman hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

James Seaman {Seal}

State of Maryland, Washington County, to wit: I hereby certify that on this 18th day of April 1874, before the subscriber, personally appeared James Seaman and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 18th day of April 1874 before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared 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. Flanagan, J. P.

Allegany County Courthouse, Cumberland, Md., Deed Book 41, page 442, 6/5/1874.

At the request of F. Mertens this Mortgage was recorded June 5th 1874.

This Indenture made this first day of June eighteen hundred and seventy four between M. C. Hartley 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 "William Foley" 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: Forty dollars for each and every trip said boat shall make from Cumberland to Georgetown, Washington, 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 receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire 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. 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 defaults, 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 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 "William Foley" 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 M. C. Hartley hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Herman H. Hobrock

M. C. Hartley {Seal}

State of Maryland, Washington County, to wit: I hereby certify that on this 1st day of June 1874, before the subscriber, personally appeared M. C. Hartley and acknowledged the foregoing instrument to be his act and deed.

Herman H. Hobrock, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 1st day of June 1874 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. Flanagan, J. P.

Allegany County Courthouse, Cumberland, Md., Deed Book 41, page 445, 6/5/1874.

At the request of Frederick Mertens this Mortgage was recorded June 5th 1874.

This Indenture made this sixth day of May eighteen hundred and seventy four between Alfred Highbarger of Washington 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 "G. W. Kanode" 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: Fifty dollars for the first Thirty five trips and afterwards forty dollars for each and every trip said boat shall make from Cumberland to Georgetown, Washington, 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 receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire 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. 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 defaults, 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 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 "G. W. Kanode" 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 Alfred Highbarger hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Herman H. Hobrock

Alfred Highbarger {Seal}

State of Maryland, Washington County, to wit: I hereby certify that on this 26th day of May 1874, before the subscriber, personally appeared Alfred Highbarger and acknowledged the foregoing instrument to be his act and deed.

Herman H. Hobrock, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 26th day of May 1874 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.

Herman H. Hobrock, J. P.

Allegany County Courthouse, Cumberland, Md., Deed Book 41, page 447, 6/5/1874.

At the request of Frederick Mertens this Mortgage was recorded June 5th 1874.

This Indenture made this twenty sixth day of May eighteen hundred and seventy four between John H. Helgoth 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 "C. C. Kelly" 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: Forty dollars for each and every trip said boat shall make from Cumberland to Georgetown, Washington, 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 receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire 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. 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 defaults, 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 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 "C. C. Kelly" 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 John H. Helgoth hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. H. Hobrock

John H. Helgoth {Seal}

State of Maryland, Washington County, to wit: I hereby certify that on this 26th day of May 1874, before the subscriber, personally appeared John H. Helgoth and acknowledged the foregoing instrument to be his act and deed.

Herman H. Hobrock, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 26th day of May 1874 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.

Herman H. Hobrock, J. P.



Allegany County Courthouse, Cumberland, Md., Deed Book 41, page 458, 6/5/1874.

At the request of F. Mertens this Mortgage was recorded June 5th 1874.

This Mortgage made this second day of June in the year eighteen hundred and seventy four by me, Joseph Kirtley of Allegany County, in the State of Maryland. Witnesseth, that for and in consideration of the sum of five hundred and sixty one  $63/100$  dollars, now due from me, the said Joseph Kirtley to Frederick Mertens of Allegany County and State of Maryland, and in order to secure the payment thereof to the said Frederick Mertens, I, the said Joseph Kirtley do hereby bargain and sell to the said Frederick Mertens the following property: one sorrel mare mule, one black mare mule, one sorrel horse mule, one bay horse and one sorrel horse, and the harness that are now used with said mules, and also the boat rig now on the Canal Boat "H. B. Simmonds," including cooking stove and furniture on said Boat. Provided, that if I, the said Joseph Kirtley shall pay to the said Frederick Mertens or his assigns the said sum of five hundred & sixty one  $63/100$  dollars with the interest thereon from the date hereof in installments of twenty dollars each for all the trips made by said Canal Boat called "H. B. Simmonds" or any other Canal Boat on which said mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port east of Cumberland, until the entire sum of five hundred and sixty one  $63/100$  dollars is paid, with the interest thereon. Provided, said whole sum and interest be paid on or before the first day of December in the year eighteen hundred and seventy four, then, this Mortgage shall be void. And I, the said Joseph Kirtley do hereby covenant and agree, that if in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may and is hereby authorized to seize said mules, or any of them, and said harness, boat rig and boat furniture, and sell the same to the highest bidder, for cash, wherever the same may be or seized and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there then be any overplus, to pay the same to me, the said Joseph Kirtley, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: Herman H. Hobreck.

Jos. Kirtley {Seal}

State of Maryland, Allegany County, to wit: On this second day of June, in the year of our Lord, eighteen hundred and seventy four, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Joseph Kirtley and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

Herman H. Hobreck, J. P.

Allegany County Courthouse, Cumberland, Md., Deed Book 41, page 520, 7/30/1874.

At the request of F. Mertens this Mortgage was recorded July 30th 1874.

This Mortgage made this thirtieth day of June in the year eighteen hundred and seventy four by me, Charles M. Atwell of Allegany County, State of Maryland. Witnesseth, that for and in consideration of the sum of six hundred and ninety five 84/100 dollars, now due from me, the said Charles M. Atwell to Frederick Mertens of Allegany County and State of Maryland, and in order to secure the payment thereof to the said Frederick Mertens, I, the said Charles M. Atwell do hereby bargain and sell to the said Frederick Mertens the following property: one sorrel horse mule, one mouse colored horse mule, one bay horse mule, one bay mare mule, and one sorrel horse and the harness that are now used with said mules, and also the Boat rig now on the Canal Boat "Martin O'Conner," including cooking stove and furniture on said Boat. Provided, that if I, the said Charles M. Atwell shall pay to the said Frederick Mertens or his assigns the said sum of six hundred & ninety five 84/100 dollars with the interest thereon from the date hereof in installments of twenty dollars each for all the trips made by said Canal Boat called "Martin O'Conner" or any other Canal Boat on which said mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port east of Cumberland, until the entire sum of six hundred and ninety five 84/100 dollars is paid, with the interest thereon. Provided, said whole sum and interest be paid on or before the first day of December in the year eighteen hundred and seventy four, then, this Mortgage shall be void. And I, the said Charles M. Atwell do hereby covenant and agree, that if in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may and is hereby authorized to seize said mules, or any of them, and said harness, boat rig and boat furniture, and sell the same to the highest bidder, for cash, wherever the same may be or seized and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there then be any overplus, to pay the same to me, the said Charles M. Atwell, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: Andrew Gonder.

C. M. Atwell {Seal}

State of Maryland, Allegany County, to wit: On this thirtieth day of June, in the year of our Lord, eighteen hundred and seventy four, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Charles M. Atwell and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens and made oath in due form of law that the consideration set forth in said 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 41, page 531, 7/7/1874.

At the request of F. Mertens this Mortgage was recorded July 7th 1874.

This Mortgage made this second day of July in the year eighteen hundred and seventy four by me, John F. Wolf of Washington County, in the State of Maryland. Witnesseth, that for and in consideration of the sum of four hundred and sixty six dollars, now due from me, the said John F. Wolf to Frederick Mertens of Allegany County and State of Maryland, and in order to secure the payment thereof to the said Frederick Mertens, I, the said John F. Wolf do hereby bargain and sell to the said Frederick Mertens the following property: one Canal [Boat] called "Andrew Spier." Provided, that if I, the said John F. Wolf shall pay to the said Frederick Mertens or his assigns the said sum of four hundred and sixty six dollars with the interest thereon from the date hereof in installments of thirty dollars each for all the trips made by said Canal Boat called "Andrew Spier" until the entire sum of four hundred and sixty six dollars is paid, with the interest thereon. Provided, said whole sum and interest be paid on or before the first day of December in the year eighteen hundred and seventy four, then, this Mortgage shall be void. And I, the said John F. Wolf do hereby covenant and agree, that if in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may and is hereby authorized to seize said boat and sell the same to the highest bidder, for cash, wherever the same may be or seized and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there then be any overplus, to pay the same to me, the said John F. Wolf, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: Andrew Gonder.

John F. Wolf {Seal}

State of Maryland, Allegany County, to wit: On this second day of July, in the year of our Lord, eighteen hundred and seventy four, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, John F. Wolf and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens and made oath in due form of law that the consideration set forth in said 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 41, page 572, 7/16/1874.

At the request of F. Mertens this Mortgage was recorded July 16th 1874.

This Mortgage made this seventh day of July in the year eighteen hundred and seventy four by us, John G. Flanagan and Brother of Jefferson County, in the State of West Virginia. Witnesseth, that for and in consideration of the sum of fourteen hundred dollars, now due from us, the said John G. Flanagan & Brother to Frederick Mertens of Allegany County and State of Maryland, and in order to secure the payment thereof to the said Frederick Mertens, we, the said John G. Flanagan & Brother do hereby bargain and sell to the said Frederick Mertens the following property: one Canal Boat called the "Wm. H. Goady." Provided, that if we, the said John G. Flanagan & Brother shall pay to the said Frederick Mertens or his assigns the said sum of fourteen hundred dollars with the interest thereon from the date hereof mentioned in two equal installments of seven hundred dollars each, the first installment to be paid by the first day of January eighteen hundred and seventy five, and the second installment to be paid by the first day of July eighteen hundred and seventy five, then this Mortgage shall be void. And the said John G. Flanagan & Brother do hereby covenant and agree, that if in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may and is hereby authorized to seize said boat and sell the same to the highest bidder, for cash, wherever the same may be or seized and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there then be any overplus, to pay the same to us, the said John G. Flanagan & Brother, or our assigns.

In witness whereof we have subscribed our name and affixed our seal.

Teste: Andrew Gonder.

John G. Flanagan {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this seventh day of July, 1874, before me, the subscriber, personally appeared, John G. Flanagan, one of the firm of John G. Flanagan & Brother, and acknowledged the foregoing Mortgage to be our 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 July 1874, 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.

Andrew Gonder, J. P.

Allegany County Courthouse, Cumberland, Md., Deed Book 41, page 601, 7/23/1874.

At the request of Frederick Mertens this Mortgage was recorded July 23rd 1874.

This Indenture made this fifth day of July eighteen hundred and seventy four between Frank Knott 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 "J. F. Fenrener" at and for the sum of twelve 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, Washington, 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 receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire 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. 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 defaults, 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 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 "J. F. Fenrener" 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 Frank Knott hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder

Frank Knott {Seal}

State of Maryland, Washington County, to wit: I hereby certify that on this fourteenth day of July 1874, before the subscriber, personally appeared Frank Knott 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 14th day of July 1874 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.

Andrew Gonder, J. P.

Allegany County Courthouse, Cumberland, Md., Deed Book 41, page 620, 7/25/1874.

At the request of F. Mertens this Mortgage was recorded July 25th 1874.

This Mortgage made on this twenty third day of July in the year eighteen hundred and seventy four by me, Alonzo Goodrich of Washington County, State of Maryland. Witnesseth, that for and in consideration of the sum of three hundred and nineteen 78/100 dollars, now due from me, the said Alonzo Goodrich to Frederick Mertens of Allegany County and State of Maryland, and in order to secure the payment thereof to the said Frederick Mertens, I, the said Alonzo Goodrich do hereby bargain and sell to the said Frederick Mertens the following property: one gray horse mule, one gray mare mule, one black horse mule, and the harness that are now used with said mules, and also the Boat rig now on the Canal Boat "Van Lear Spriggs," including cooking stove and furniture on said Boat. Provided, that if I, the said Alonzo Goodrich shall pay to the said Frederick Mertens or his assigns the said sum of three hundred and nineteen 78/100 dollars with the interest thereon from the date hereof in installments of twenty dollars each for all the trips made by said Canal Boat called "Van Lear Spriggs" or any other Canal Boat on which said mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port east of Cumberland, until the entire sum of three hundred and nineteen 78/100 dollars is paid, with the interest thereon. Provided, said whole sum and interest be paid on or before the first day of December in the year eighteen hundred and seventy four, then, this Mortgage shall be void. And I, the said Alonzo Goodrich do hereby covenant and agree, that if in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may and is hereby authorized to seize said mules, or any of them, and said harness, boat rig and boat furniture, and sell the same to the highest bidder, for cash, wherever the same may be or seized and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there then be any overplus, to pay the same to me, the said Alonzo Goodrich, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: Herman Hobrock.

his  
Alonzo X Goodrich {Seal}  
mark

State of Maryland, Allegany County, to wit: On this twenty third day of July, in the year of our Lord, eighteen hundred and seventy four, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Alonzo Goodrich and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

Herman H. Hobrock, J. P.

Allegany County Courthouse, Cumberland, Md., Deed Book 41, page 650, 8/10/1874.

At the request of Frederick Mertens this Mortgage was recorded Aug. 10th 1874.

This Indenture made this twenty ninth day of July eighteen hundred and seventy four between W. L. Morrison of Frederick 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 "Lillie & May" at and for the sum of seventeen hundred and sixty nine dollars, which the said party of the first part is to pay to the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: Forty dollars for each and every trip said boat shall make from Cumberland to Georgetown, Washington, 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 receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire 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. 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 defaults, 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 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 "Lillie & May" 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 W. L. Morrison hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder

W. L. Morrison {Seal}

State of Maryland, Washington County, to wit: I hereby certify that on this 29th day of July 1874, before the subscriber, personally appeared W. L. Morrison 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 29th day of July 1874 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.

Andrew Gonder, J. P.

Allegany County Courthouse, Cumberland, Md., Deed Book 42, page 267, 3/9/1874.

At the request of Frederick Mertens this Mortgage was recorded March 9th 1874.

This Indenture made this first day of March eighteen hundred and seventy four between John McEntire 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 "Four Sisters" 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: Forty dollars for each and every trip said boat shall make from Cumberland to Georgetown, Washington, 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 receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire 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. 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 defaults, 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 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 "Four Sisters" 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 John McEntire hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

John McEntire {Seal}

State of Maryland, Washington County, to wit: I hereby certify that on this 5th day of March 1874, before the subscriber, personally appeared John McEntire and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 5th day of March 1874 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. Flanagan, J. P.

Allegany County Courthouse, Cumberland, Md., Deed Book 42, page 270, 4/9/1874.

At the request of Frederick Mertens this Mortgage was recorded March 9th 1874.

This Indenture made this fifth day of March eighteen hundred and seventy four between Nelson A. Long 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 "Charles Ridgley" at and for the sum of twelve hundred & eighty five dollars, which the said party of the first part is to pay to the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: Forty dollars for each and every trip said boat shall make from Cumberland to Georgetown, Washington, 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 receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire 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. 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 defaults, 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 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 "Charles Ridgley" 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 Nelson A. Long hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Herman H. Hobrock

Nelson A. Long {Seal}

State of Maryland, Washington County, to wit: I hereby certify that on this sixth day of March 1874, before the subscriber, personally appeared Nelson A. Long and acknowledged the foregoing instrument to be his act and deed.

Herman H. Hobrock, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this sixth day of March 1874 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.

Herman H. Hobrock, J. P.

Allegany County Courthouse, Cumberland, Md., Deed Book 42, page 272, 3/9/1874.

At the request of F. Mertens this Mortgage was recorded April 9th 1874.

This Indenture made this first day of March eighteen hundred and seventy four between James Riley 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 "W. E. Turner" 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: Forty dollars for each and every trip said boat shall make from Cumberland to Georgetown, Washington, 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 receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire 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. 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 defaults, 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 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 "W. E. Turner" 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 James Riley hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan.

James Riley {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 5<sup>th</sup> day of March 1874, before the subscriber, personally appeared James Riley and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 5<sup>th</sup> day of March 1874 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. Flanagan, J. P.

Allegany County Courthouse, Cumberland, Md., Deed Book 42, page 275, 3/9/1874.

At the request of F. Mertens this Mortgage was recorded March 9th 1874.

This Indenture made this sixth day of March eighteen hundred and seventy four between J. M. Hiteshew 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 "Col. Theo. Luman" 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: Forty dollars for each and every trip said boat shall make from Cumberland to Georgetown, Washington, 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 receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire 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. 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 defaults, 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 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 "Col. Theo. Luman" 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 J. M. Hiteshew hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan.

J. M. Hiteshew {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 6<sup>th</sup> day of March 1874, before the subscriber, personally appeared J. M. Hiteshew and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this sixth day of March 1874 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. Flanagan, J. P.

Allegany County Courthouse, Cumberland, Md., Deed Book 42, page 320, 4/4/1874.

At the request of F. Mertens this Mortgage was recorded April 4th 1874.

This Indenture made this 27th day of March eighteen hundred and seventy four between Alexander McAlvey of Washington 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 "Capt. J. B. Winslow" 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: Forty dollars for each and every trip said boat shall make from Cumberland to Georgetown, Washington, 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 receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire 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. 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 defaults, 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 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 "J. B. Winslow" 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 Alexander McAlvey hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan.

his  
Alexander X McAlvey {Seal}  
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this 27<sup>th</sup> day of March 1874, before the subscriber, personally appeared Alexander McAlvey and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 27<sup>th</sup> day of March 1874 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. Flanagan, J. P.

Allegany County Courthouse, Cumberland, Md., Deed Book 42, page 326, 4/4/1874.

At the request of F. Mertens this Mortgage was recorded April 4th 1874.

This Indenture made this thirteenth day of March eighteen hundred and seventy four between Daniel M. Read of District of Columbia County, 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 "Mattie O'Donall" 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: Forty dollars for each and every trip said boat shall make from Cumberland to Georgetown, Washington, 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 receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire 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. 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 defaults, 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 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 "Mattie O'Donall" 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 Daniel M. read hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: G. L. Wellington.

Daniel M. Read {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 19<sup>h</sup> day of March 1874, before the subscriber, personally appeared Daniel M. Read and acknowledged the foregoing instrument to be his act and deed.

G. L. Wellington, N.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 19<sup>th</sup> day of March 1874 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. Flanagan, J. P.

Allegany County Courthouse, Cumberland, Md., Deed Book 42, page 328, 4/4/1874.

At the request of F. Mertens this Mortgage was recorded April 4th 1874.

This Indenture made this first day of April eighteen hundred and seventy four between J. M. Hiteshew 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 "Belle Resley" at and for the sum of twenty two hundred & eighty six 30/100 dollars, which the said party of the first part is to pay to the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: Forty dollars for each and every trip said boat shall make from Cumberland to Georgetown, Washington, 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 receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire 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. 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 defaults, 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 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 "Belle Resley" 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 J. M. Hiteshew hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan.

J. M. Hiteshew {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this first day of April 1874, before the subscriber, personally appeared J. M. Hiteshew and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this first day of April 1874 before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared 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. Flanagan, J. P.

At the request of F. Mertens this Mortgage was recorded April 4th 1874.

This Indenture made this twenty seventh day of March eighteen hundred and seventy four between C. H. Murphy of Washington 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 "Maggie C. Clay" at and for the sum of twenty two hundred & eighty six 30/100 dollars, which the said party of the first part is to pay to the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: Forty dollars for each and every trip said boat shall make from Cumberland to Georgetown, Washington, 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 receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire 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. 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 defaults, 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 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 "Maggie C. Clay" 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 C. H. Murphy hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan.

Charles H. Murphy {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 27<sup>th</sup> day of March 1874, before the subscriber, personally appeared C. H. Murphy and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 27<sup>th</sup> day of March 1874 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. Flanagan, J. P.

Allegany County Courthouse, Cumberland, Md., Deed Book 42, page 336, 4/7/1874.

At the request of F. Mertens this Mortgage was recorded April 7th 1874.

This Indenture made this fourth day of April eighteen hundred and seventy four between George Thompson of Washington 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 "Fleming & Motter" 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: Forty dollars for each and every trip said boat shall make from Cumberland to Georgetown, Washington, 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 receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire 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. 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 defaults, 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 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 "Fleming & Motter" 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 George Thompson hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan.

Geo. Thompson {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 4<sup>th</sup> day of April 1874, before the subscriber, personally appeared George Thompson and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 4th day of April 1874 before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared 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. Flanagan, J. P.

This Mortgage made this sixth day of April in the year eighteen hundred and seventy four by me Joseph Kirtley of Allegany County, in the State of Maryland. Witnesseth, that for and in consideration of the sum of one hundred and fifty dollars now due from me the said Joseph Kirtley to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Joseph Kirtley do hereby bargain and sell to the said Frederick Mertens, the following property: one Canal Boat called "H. B. Summis" & one sorrel mare mule, and the harness that are now used with said mule, and also the boat rig now on the Canal Boat "H. B. Summis" including cooking stove and furniture in said Boat. Provided that if I the said Joseph Kirtley shall pay to the said Frederick Mertens or his assigns the said sum of one hundred and fifty dollars with the interest thereon from the date hereof in installments of fifty dollars each for all the trips made by the said Canal Boat called "H. B. Summis" or any other Canal Boat on which said mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of one hundred and fifty dollars is paid, with the interest thereon. Provided said whole sum and interest be paid on or before the first day of December in the year eighteen hundred and seventy four, then this Mortgage shall be void. And I, the said Joseph Kirtley, do hereby covenant and agree that if in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said boat and mule and said harness, boat fig and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Joseph Kirtley, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: H. J. Flanagan.

Jos. Kirtley {Seal}

State of Maryland, Allegany County, to wit: On this sixth day of April in the year of our Lord, eighteen hundred and seventy four, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Joseph Kirtley and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

H. J. Flanagan, J. P.

At the request of F. Mertens this Mortgage was recorded April 7th 1874.

This Indenture made this fourth day of April eighteen hundred and seventy four between Benjamin Marmaduke & George W. Hanney of Washington 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 "J. W. Grant, Jr." 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: forty dollars for the first twenty trips, and afterwards forty five dollars for each and every trip said boat shall make from Cumberland to Georgetown, Washington, 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 receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire 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. 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 defaults, 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 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 "J. W. Grant, Jr." 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 Benjamin Marmaduke & George W. Hanney hath hereunto subscribed their names and affixed their seals on the day and year first above written.

Teste: H. J. Flanagan.

Benj. Marmaduke {Seal}

G. W. Hanney {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 4<sup>th</sup> day of April 1874, before the subscriber, personally appeared Benjamin Marmaduke and George W. Hanney and acknowledged the foregoing instrument to be their act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 4<sup>th</sup> day of April 1874, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared 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. Flanagan, J. P.

Allegany County Courthouse, Cumberland, Md., Deed Book 42, page 347, 4/7/1874.

At the request of Owen Ardinger this Mortgage was recorded April 7<sup>th</sup> 1874.

This Indenture made this sixth day of April eighteen hundred and seventy four between Owen Ardinger of Washington 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 "Alonzo Berry" at and for the sum of sixteen 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 Georgetown, Washington, 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 receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire 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. 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 defaults, 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 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 "Alonzo Berry" 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 Owen Ardinger hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan.

Owen Ardinger {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 6<sup>h</sup> day of April 1874, before the subscriber, personally appeared Owen Ardinger and acknowledged the aforesaid instrument to be his act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 6<sup>th</sup> day of April 1874 before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared 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. Flanagan, J. P.



Allegany County Courthouse, Cumberland, Md., Deed Book 42, page 351, 4/7/1874.

At the request of F. Mertens this Mortgage was recorded April 7<sup>th</sup> 1874

This Mortgage made this fourth day of April in the year eighteen hundred and seventy four by me Thomas O'Donall of Allegany County, in the State of Maryland. Witnesseth, that for and in consideration of the sum of twelve hundred and two dollars, now due from me the said Thomas O'Donall to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Thomas O'Donall do hereby bargain and sell to the said Frederick Mertens, the following property: one Canal Boat called "J. T. Scrivener," two bay mare mules, one bay horse mule, one dun horse mule & one black mare mule and the harness that are now used with said mules, and also the boat rig now on the Canal Boat "J. T. Scrivener" including cooking stove and furniture in said Boat. Provided that if I the said Thomas O'Donall shall pay to the said Frederick Mertens or his assigns the said sum of twelve hundred & two dollars with the interest thereon from the date hereof in installments of sixty dollars each for all the trips made by the said Canal Boat called "J. T. Scrivener" or any other Canal Boat on which said mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of twelve hundred and two dollars is paid, with the interest thereon. Provided said whole sum and interest be paid on or before the first day of December in the year eighteen hundred and seventy four, then this Mortgage shall be void. And I, the said Thomas O'Donall, do hereby covenant and agree that if in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said boat and mules and said harness, boat fig and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Thomas O'Donall, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: H. J. Flanagan.

his  
Thomas X O'Donall {Seal}  
mark

State of Maryland, Allegany County, to wit: On this fourth day of April in the year of our Lord, eighteen hundred and seventy four, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Thomas O'Donall and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, Md., Deed Book 42, page 430, 4/25/1874.

At the request of F. Mertens this Mortgage was recorded April 25<sup>th</sup> 1874.

This Indenture made this twentieth day of April eighteen hundred and seventy four between G. W. Knode of Washington 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 "Mrs. H. E. Chaplain" at and for the sum of eighteen hundred eighty three 97/100 dollars, which the said party of the first part is to pay to the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: forty dollars for each and every trip said boat shall make from Cumberland to Georgetown, Washington, 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 receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire 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. 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 defaults, 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 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 "Mrs. H. E. Chaplain" 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 G. W. Knode hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan.

Geo. W. Knode {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 20<sup>th</sup> day of April 1874, before the subscriber, personally appeared G. W. Knode and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 20<sup>th</sup> day of April 1874 before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared 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. Flanagan, J. P.

Allegany County Courthouse, Cumberland, Md., Deed Book 42, page 489, 5/1/1874.

At the request of F. Mertens this Mortgage was recorded May 1<sup>st</sup> 1874.

This Indenture made this twenty fourth day of April eighteen hundred and seventy four between Peter Mouse of Washington 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 "L. L. Mouse" at and for the sum of fourteen hundred & sixty six 70/100 dollars, which the said party of the first part is to pay to the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: forty dollars for each and every trip said boat shall make from Cumberland to Georgetown, Washington, 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 receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire 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. 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 defaults, 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 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 "L. L. Mouse" 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 Peter Mouse hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan.

Peter Mouse {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 24<sup>th</sup> day of April 1874, before the subscriber, personally appeared Peter Mouse and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 24<sup>th</sup> day of April 1874 before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared 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. Flanagan, J. P.

At the request of F. Mertens this Mortgage was recorded May 12<sup>th</sup> 1874.

This Indenture made this twenty second day of April eighteen hundred and seventy four between John McArthur of Jefferson County, State of West Virginia, 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 "Mary Mack" at and for the sum of thirteen hundred & forty eight 90/100 dollars, which the said party of the first part is to pay to the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: fifty dollars for each and every trip said boat shall make from Cumberland to Georgetown, Washington, 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 receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire 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. 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 defaults, 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 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 "Mary Mack" 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 John McArther hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Thomas Boteler, J.P.

John McArther {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 22<sup>nd</sup> day of April 1874, before the subscriber, personally appeared John McArther and acknowledged the foregoing instrument to be his act and deed.

Thomas Boteler, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 4<sup>th</sup> day of May 1874 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.

Andrew Gonder, J. P.

At the request of F. Mertens this Mortgage was recorded May 15<sup>th</sup> 1874.

This Indenture made this twelfth day of May eighteen hundred and seventy four between William Alexander of \_\_\_\_\_ 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 "Toney Rodeci" at and for the sum of fourteen hundred forty six 75/100 dollars, which the said party of the first part is to pay to the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: forty dollars for each and every trip said boat shall make from Cumberland to Georgetown, Washington, 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 receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire 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. 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 defaults, 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 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 "Toney Rodeci" 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 William Alexander hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder.

W. Alexander {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 12<sup>th</sup> day of May 1874, before the subscriber, personally appeared William Alexander 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 15<sup>th</sup> day of May 1874 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.

Andrew Gonder, J. P.

Allegany County Courthouse, Cumberland, Md., Deed Book 43, page 3, 8/1/1874.

At the request of Frederick Mertens this Mortgage was recorded August 1<sup>st</sup> 1874

This Mortgage made on this first day of August in the year eighteen hundred and seventy four by me Martin O'Conner of Washington City, District of Columbia. Witnesseth, that for and in consideration of the sum of one hundred and fifteen dollars, now due from me the said Martin O'Conner to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Martin O'Conner do hereby bargain and sell to the said Frederick Mertens, the following property: one Canal Boat called "J. & T. Coulehan," and five mules (two sorrel horse mule, three black horse mules, and one black mare mule); and the harness that are now used with said mules, and also the boat rig now on the Canal Boat "J. & T. Coulehan" including cooking stove and furniture in said Boat. Provided that if I the said Martin O'Conner shall pay to the said Frederick Mertens or his assigns the said sum of one hundred and fifteen dollars, with the interest thereon from the date hereof in installments of forty dollars each for all the trips made by said Canal Boat called "J. & T. Coulehan" or any other Canal Boat on which said mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of one hundred and fifteen dollars is paid, with the interest thereon. Provided said whole sum and interest be paid on or before the first day of October in the year eighteen hundred and seventy four, then this Mortgage shall be void. And I, the said Martin O'Conner, do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said mules, or any of them, and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Martin O'Conner, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: D. Blocher

his  
Martin X O'Conner {Seal}  
mark

State of Maryland, Allegany County, to wit: On this first day of August in the year of our Lord, eighteen hundred and seventy four, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Martin O'Conner and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said 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.

D. Blocher, J. P.

Allegany County Courthouse, Cumberland, Md., Deed Book 43, page 48, 8/19/1874.

At the request of F. Mertens this Mortgage was recorded August 19<sup>th</sup> 1874.

This Indenture made this sixth day of August eighteen hundred and seventy four between Peter Snyder of Loudon County, State of Virginia, 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 "Fleming & Motter" at and for the sum of twenty 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: thirty five dollars for each and every trip said boat shall make from Cumberland to Georgetown, Washington, 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 receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire 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. 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 defaults, 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 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 "Fleming & Motter" 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 Peter Snyder hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder.

Peter Snyder {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 6<sup>th</sup> day of August 1874, before the subscriber, personally appeared Peter Snyder 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 11<sup>th</sup> 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 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.

Andrew Gonder, J. P.

Allegany County Courthouse, Cumberland, Md., Deed Book 43, page 80, 8/25/1874.

At the request of F. Mertens this Mortgage was recorded August 25th, 1874.

This Mortgage made this twelfth day of August in the year eighteen hundred and seventy four, by me George Read of Allegany County, in the State of Maryland. Witnesseth: that for and in consideration of the sum of eighty eight dollars, now due from me the said George Read to Frederick Mertens of Allegany County and State of Maryland, and in order to secure the payment thereof to the said Frederick Mertens I, the said George Read, do hereby bargain and sell unto the said Frederick Mertens the following property: One Canal Boat called the "Mayfield & Heiston;" and the harness that are now used with said Mules and also the Boat rig now on the Canal Boat "Mayfield & Heiston," including cooking stove and furniture on said Boat. Provided that if the said George Read shall pay to the said Frederick Mertens or his assigns the said sum of eighty eight dollars, with the interest thereon from the date hereof in installments of Forty four dollars each for all the trips made by said Canal Boat called "Mayfield & Heiston" or any other Canal Boat on which said Mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of eighty eight dollars is paid, with the interest thereon; provided said whole sum and interest be paid on or before the first day of September in the year eighteen hundred and seventy four, then this Mortgage shall be void. And I the said George Read do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments the said Frederick Mertens or his assigns may, and it is hereby authorized to seize said Mules, or any of them and said harness, Boat rig and Boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized and taken after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount of money that may be still due to him, and all the expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said George Read, or my assigns. In witness whereof I have subscribed my name and affixed my seal.

Teste: D. Blocker

his  
George X Read {Seal}  
mark

State of Maryland, Allegany County, to wit: On this twelfth day of August in the year of our Lord eighteen hundred and seventy four, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, George Read and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me, Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereby subscribe my name on the day and year aforesaid.

D. Blocker, J.P.

Allegany County Courthouse, Cumberland, Md., Deed Book 43, page 183, 9/9/1874.

At the request of F. Mertens this Mortgage was recorded May 15<sup>th</sup> 1874.

This Indenture made this first day of September eighteen hundred and seventy four between W. A. Tice of Washington 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 "B. F. Rohrback" at and for the sum of eighteen hundred and eighty one 09/100 dollars, which the said party of the first part is to pay to the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: forty dollars for each and every trip said boat shall make from Cumberland to Georgetown, Washington, 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 receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire 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. 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 defaults, 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 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 "B. F. Rohrback" 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 W. A. Tice hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder.

Wm. A. Tice {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 1<sup>st</sup> day of September 1874, before the subscriber, personally appeared W. A. Tice 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 1<sup>st</sup> day of September 1874 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.

Andrew Gonder, J. P.

Allegany County Courthouse, Cumberland, Md., Deed Book 43, page 251, 9/22/1874.

At the request of Frederick Mertens this Mortgage was recorded September 22<sup>nd</sup> 1874

This Mortgage made on this fifteenth day of September in the year eighteen hundred and seventy four by me Z. T. Read of Washington County in the State of Maryland. Witnesseth, that for and in consideration of the sum of eight hundred & thirty five 86/100 dollars, now due from me the said Z. T. Read to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Z. T. Read do hereby bargain and sell to the said Frederick Mertens, the following property: one bay horse mule one gray mare mule, one bay mare mule, and one mouse colored mare mule and the harness that are now used with said mules, and also the boat rig now on the Canal Boat "J. H. Houck" including cooking stove and furniture in said Boat. Provided that if I the said Z. T. Read shall pay to the said Frederick Mertens or his assigns the said sum of eight hundred & thirty five 86/100 dollars, with the interest thereon from the date hereof in installments of fifteen dollars each for all the trips made by said Canal Boat called "J. H. Houck" or any other Canal Boat on which said mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of eight hundred & thirty five 86/100 dollars is paid, with the interest thereon. Provided said whole sum and interest be paid on or before the fifteenth day of September in the year eighteen hundred and seventy five, then this Mortgage shall be void. And I, the said Z. T. Read, do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said mules, or any of them, and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Z. T. Read, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: H. J. Flanagan

his  
Zachariah T. X Read {Seal}  
mark

State of Maryland, Allegany County, to wit: On this fifteenth day of September in the year of our Lord, eighteen hundred and seventy four, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Z. T. Read and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

H. J. Flanagan, J. P.



At the request of F. Mertens this Mortgage was recorded Sept. 22<sup>nd</sup> 1874.

This Indenture made this fifteenth day of September eighteen hundred and seventy four between Z. T. Read of Washington 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 Boats called "Little Joe" and "J. H. Houck" at and for the sum of fourteen 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 boats shall make from Cumberland to Georgetown, Washington, 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 boats exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City; in regular trips, both day and night, with as much expedition and regularity as can be reasonably done; and to receive the loads of the said boats promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire and Baltimore Coal Company, and keep said boats in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign, transfer, or set over, or otherwise by any act or deed permit the said boats to be assigned, transferred or set over unto any person or persons whomsoever, without the consent in writing of the said party of the second part or 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. Provided always that if the said company should not furnish loading for said boats within twenty four hours after the boats have been reported by 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 defaults, 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 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 Boats called "Little Joe" and "J. H. Houck" 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 boats,

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 boats, as before mentioned, or in case said boats are not kept in proper repair, or in case of a transfer without permission, as aforesaid, or in case of a failure to perform any of the stipulations or recitals in this mortgage named to be done and performed on the part of the said party of the first part, then and in either event, the said party of the second part, or his assigns, or any duly authorized agent, is hereby authorized to take immediate possession of said boats and after ten days public notice thereof in a newspaper printed in the City of Cumberland, to sell said Canal Boats at public sale, as mortgagee, to the highest bidder, for cash or on credit; and out of the proceeds of such sale 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 Z. T. Read hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan.

his  
Zachariah T. X Read {Seal}  
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this 15<sup>th</sup> day of September 1874, before the subscriber, personally appeared Z. T. Read and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 15<sup>th</sup> day of September 1874 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. Flanagan, J. P.

At the request of F. Mertens this Mortgage was recorded Oct. 29<sup>th</sup> 1874.

This Indenture made this sixteenth day of October eighteen hundred and seventy four between J. H. Heck of Washington 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 "John T. Dixon & Co." and four mules (one black mare mules, one bay horse mule, one iron gray mare mule, one black horse mule) rig & harness that are now on said boat at and for the sum of seventeen hundred and fifty eight 16/100 dollars, which the said party of the first part is to pay to the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: forty dollars for each and every trip said boat shall make from Cumberland to Georgetown, Washington, 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 receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire 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. 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 defaults, 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 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 "John T. Dixon & Co." & four mules, rig & harness 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 J. H. Heck hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan.

J. H. Heck {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 16<sup>th</sup> day of October 1874, before the subscriber, personally appeared J. H. Heck and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 16<sup>th</sup> day of October 1874 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. Flanagan, J. P.

Allegany County Courthouse, Cumberland, Md., Deed Book 43, page 355, 12/2/1874.

At the request of F. Mertens this Mortgage was recorded Dec. 2<sup>nd</sup> 1874.

This Indenture made this seventeenth day of November eighteen hundred and seventy four between H. T. Singer of Washington 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 "Capt. J. B. Winslow" at and for the sum of two thousand dollars, which the said party of the first part is to pay to the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: forty dollars for each and every trip said boat shall make from Cumberland to Georgetown, Washington, 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 receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire 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. 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 defaults, 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 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 "Capt. J. B. Winslow" 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 H. T. Singer hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan.

H. T. Singer {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 17<sup>th</sup> day of November 1874, before the subscriber, personally appeared H. T. Singer and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 17<sup>th</sup> day of November 1874 before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared 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. Flanagan, J. P.

Allegany County Courthouse, Cumberland, Md., Deed Book 43, page 410, 11/16/1874.

At the request of F. Mertens this Mortgage was recorded November 16<sup>th</sup> 1874

This Mortgage made on this sixth day of November in the year eighteen hundred and seventy four by me Jeremiah Dick of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of four hundred & eighty eight 80/100 dollars, now due from me the said Jeremiah Dick to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Jeremiah Dick do hereby bargain and sell to the said Frederick Mertens, the following property: one Canal Boat called the "Dennis Murphy," and three black horse mules and the harness that are now used with said mules, and also the boat rig now on the Canal Boat "Dennis Murphy" including cooking stove and furniture in said Boat. Provided that if I the said Jeremiah Dick shall pay to the said Frederick Mertens or his assigns the said sum of four hundred & eighty eight 80/100 dollars, with the interest thereon from the date hereof in installments of fifty dollars each for all the trips made by said Canal Boat called "Dennis Murphy" in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of four hundred and eighty eight 80/100 dollars is paid, with the interest thereon. Provided said whole sum and interest be paid on or before the first day of December in the year eighteen hundred and seventy five, then this Mortgage shall be void. And I, the said Jeremiah Dick, do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said Boat and Mules, or any of them, and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Jeremiah Dick, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: H. J. Flanagan

Jeremiah Dick {Seal}

State of Maryland, Allegany County, to wit: On this 6th day of November in the year of our Lord, eighteen hundred and seventy four, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Jeremiah Dick and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, Md., Deed Book 43, page 418, 11/17/1874.

At the request of F. Mertens this Mortgage was recorded Nov. 17<sup>th</sup> 1874

This Mortgage made on this ninth day of November in the year eighteen hundred and seventy four by me D. W. Snyder of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of eight hundred & ninety two 26/100 dollars, now due from me the said D. W. Snyder to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said D. W. Snyder do hereby bargain and sell to the said Frederick Mertens, the following property: one Canal Boat called the "Elmer & Katie," and five mules, (two black horse mules, two black mare mules, and one bay mare mule) and the harness that are now used with said mules, and also the boat rig now on the Canal Boat "Elmer & Katie" including cooking stove and furniture in said Boat. Provided that if I the said D. W. Snyder shall pay to the said Frederick Mertens or his assigns the said sum of eight hundred & ninety two 26/100 dollars, with the interest thereon from the date hereof in installments of sixty five dollars each for all the trips made by said Canal Boat called "Elmer & Katie" in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of eight hundred and ninety two 26/100 dollars is paid, with the interest thereon. Provided said whole sum and interest be paid on or before the first day of December in the year eighteen hundred and seventy five, then this Mortgage shall be void. And I, the said D. W. Snyder, do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said Boat and Mules, or any of them, and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said D. W. Snyder, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: D. Blocher

David W. Snyder {Seal}

State of Maryland, Allegany County, to wit: On this 9th day of November in the year of our Lord, eighteen hundred and seventy four, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, D. W. Snyder and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said 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.

D. Blocher, J. P.



Allegany County Courthouse, Cumberland, Md., Deed Book 44, page 47, 12/2/1874.

At the request of F. Mertens this Mortgage was recorded Dec. 2<sup>nd</sup> 1874.

This Indenture made this twenty seventh day of November eighteen hundred and seventy four between W. A. Tice of Washington 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 "Mollie E. Tice" at and for the sum of seventeen hundred and fifty two 78/100 dollars, which the said party of the first part is to pay to the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: forty dollars for each and every trip said boat shall make from Cumberland to Georgetown, Washington, 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 receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire 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. 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 defaults, 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 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 "Mollie E. Tice" 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 W. A. Tice hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder.

Wm. A. Tice {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 27<sup>th</sup> day of November 1874, before the subscriber, personally appeared W. A. Tice 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 27<sup>th</sup> day of November 1874 before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared 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.

Andrew Gonder, J. P.

Allegany County Courthouse, Cumberland, Md., Deed Book 44, page 59, 12/9/1874.

At the request of F. Mertens this Mortgage was recorded Dec. 9<sup>th</sup> 1874

This Mortgage made on this fifth day of November in the year eighteen hundred and seventy four by me J. F. Wolf of Washington County in the State of Maryland. Witnesseth, that for and in consideration of the sum of six hundred eight 27/100 dollars, now due from me the said J. F. Wolf to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said J. F. Wolf do hereby bargain and sell to the said Frederick Mertens, the following property: one Canal Boat called the "Andrew Spier," and four mules, (one black mare mule, one dark bay horse mule, one bay mare mule and one dark brown horse mule) and the harness that are now used with said mules, and also the boat rig now on the Canal Boat "Andrew Spier" including cooking stove and furniture in said Boat. Provided that if I the said J. F. Wolf shall pay to the said Frederick Mertens or his assigns the said sum of six hundred & eight 27/100 dollars, with the interest thereon from the date hereof in installments of forty dollars each for all the trips made by said Canal Boat called "Andrew Spier" from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of six hundred eight 27/100 dollars is paid, with the interest thereon. Provided said whole sum and interest be paid on or before the first day of August in the year eighteen hundred and seventy five, then this Mortgage shall be void. And I, the said J. F. Wolf, do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said boat & mules, or any of them, and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said J. F. Wolf, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: H. J. Flanagan

John F. Wolf {Seal}

State of Maryland, Allegany County, to wit: On this 5th day of December in the year of our Lord, eighteen hundred and seventy four, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, J. F. Wolf and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, Md., Deed Book 44, page 147, 12/26/1874.

At the request of F. Mertens this Mortgage was recorded Dec. 26<sup>th</sup> 1874

This Mortgage made on this seventeenth day of December in the year eighteen hundred and seventy four by me Frank Knott of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of one hundred and seventy two 33/100 dollars, now due from me the said Frank Knott to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Frank Knott do hereby bargain and sell to the said Frederick Mertens, the following property: one bay horse mule, one bay mare mule, one black horse mule, and one sorrel horse mule and the harness that are now used with said mules, and also the boat rig now on the Canal Boat "J. T. Scrivener" including cooking stove and furniture in said Boat. Provided that if I the said Frank Knott shall pay to the said Frederick Mertens or his assigns the said sum of one hundred and seventy two 33/100 dollars, with the interest thereon from the date hereof in installments of ten dollars each for all the trips made by said Canal Boat called "J. T. Scrivener" or any other Canal Boat on which said mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of one hundred and seventy two 33/100 dollars is paid, with the interest thereon. Provided said whole sum and interest be paid on or before the first day of December in the year eighteen hundred and seventy five, then this Mortgage shall be void. And I, the said Frank Knott, do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said mules, or any of them, and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Frank Knott, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: H. J. Flanagan

Frank Knott {Seal}

State of Maryland, Allegany County, to wit: On this seventeenth day of December in the year of our Lord, eighteen hundred and seventy four, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Frank Knott and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

H. J. Flanagan, J. P.

At the request of F. Mertens this Mortgage was recorded January 13<sup>th</sup> 1875.

This Indenture made this second day of January eighteen hundred and seventy five between Peter T. F. Wolf of Washington 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 "Katie & Addie" 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: forty dollars for each and every trip said boat shall make from Cumberland to Georgetown, Washington, 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 receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire 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. 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 defaults, 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 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 "Katie & Addie" 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 Peter T. F. Wolf hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: John Long.

Peter T. F. Wolf {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this second day of January 1875, before the subscriber, personally appeared Peter T. F. Wolf and acknowledged the foregoing instrument to be his act and deed.

John Long, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 12<sup>th</sup> day of January 1875 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. Flanagan, J. P.

Allegany County Courthouse, Cumberland, Md., Deed Book 44, page 175, 1/25/1875.

At the request of F. Mertens this Mortgage was recorded January 25<sup>th</sup> 1875.

This Indenture made this twenty first day of January eighteen hundred and seventy five between James M. Hiteshew 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 Boats called "J. C. Stubblefield" and "Belle Resley" and four mules and harness and rig (1 gray mare mule, 1 bay mare mule, 2 black horse mules), at and for the sum of two thousand and seven 09/100 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: thirty five dollars for each and every trip said boat "J. C. Stubblefield," and forty dollars for each and every trip made by said boat "Belle Resley" from Cumberland to Georgetown, Washington, 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 receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire 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. 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 defaults, 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 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 Boats called "J. C. Stubblefield" and "Belle Resley," four mules, harness and rig 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 James M. Hiteshew hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder.

J. M. Hiteshew {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty first day of January 1875, before the subscriber, personally appeared James M. Hiteshew 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 January 1875 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.

Andrew Gonder, J. P.



Allegany County Courthouse, Cumberland, Md., Deed Book 44, page 392, 4/24/1875.

At the request of F. Mertens this Mortgage was recorded April 24<sup>th</sup> 1875.

This Mortgage made on this twenty second day of April in the year eighteen hundred and seventy five by me C. M. Atwell of Frederick County in the State of Maryland. Witnesseth, that for and in consideration of the sum of six hundred and fifty three 33/100 dollars, now due from me the said C. M. Atwell to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said C. M. Atwell do hereby bargain and sell to the said Frederick Mertens, the following property: one Canal Boat called "Martin O'Conner" and four mules (one sorrel horse mule, one bay mare mule, and two black mare mules) and the harness that are now used with said mules, and also the boat rig now on the Canal Boat "Martin O'Conner" including cooking stove and furniture in said Boat. Provided that if I the said C. M. Atwell shall pay to the said Frederick Mertens or his assigns the said sum of six hundred and fifty three 33/100 dollars, with the interest thereon from the date hereof in installments of forty five dollars each for all the trips made by said Canal Boat called "Martin O'Conner" from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of six hundred and fifty three 33/100 dollars is paid, with the interest thereon. Provided said whole sum and interest be paid on or before the first day of December in the year eighteen hundred and seventy five, then this Mortgage shall be void. And I, the said C. M. Atwell, do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said boat & mules, and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said C. M. Atwell, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: H. J. Flanagan

C. M. Atwell {Seal}

State of Maryland, Allegany County, to wit: On this twenty second day of April in the year of our Lord, eighteen hundred and seventy five, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, C. M. Atwell and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, Md., Deed Book 44, page 393, 4/24/1875.

At the request of F. Mertens this Mortgage was recorded April 24<sup>th</sup> 1875.

This Indenture made this thirteenth day of April eighteen hundred and seventy five between E. S. Cummings of Frederick 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 "Capt. John Weir" 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: forty dollars for each and every trip said boat from Cumberland to Georgetown, Washington, Alexandria or any other point, until the entire sum of 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 receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire 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. 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 defaults, 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 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 "Capt. John Weir" 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 E. S. Cummings hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan.

E. S. Cummings {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 13th day of April 1875, before the subscriber, personally appeared E. S. Cummings and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 13th day of April 1875 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. Flanagan, J. P.

Allegany County Courthouse, Cumberland, Md., Deed Book 44, page 448, 4/17/1875.

At the request of F. Mertens this Mortgage was recorded April 17<sup>th</sup> 1875.

This Mortgage made by us on this tenth day of April in the year eighteen hundred and seventy five by us Adam Cockrell and William Engle of Allegany County in the State of Maryland. We [are] now indebted to Frederick Mertens in the sum of nine hundred dollars (\$900.00). Second, [we] have given our three negotiable notes therefore of & when dated herewith payable in 8, 16 and 24 months after date, said notes being for \$300, \$300 & \$300 00/100 dollars respectively in consideration thereof we the said Adam Cockrell and William Engle do grant unto said Frederick Mertens, the said Canal Boat called "William Rider." Provided that if we the said Adam Cockrell and William Engle, Jr. shall pay to the said Frederick Mertens or his assigns the said notes, on maturity thereof, with the interest thereon from the date [hereof], then this Mortgage shall be void. And we, the said Adam Cockrell and William Engle, Jr. do hereby covenant and agree, that on default in the payment of said hereinbefore mentioned notes, the said Frederick Mertens or his assigns may, and is hereby authorized to seize the said boat "William Rider," and sell the same to the highest bidder for cash, whenever the same may be seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to us, the said Adam Cockrell and William Engle, Jr., or our assigns.

In witness whereof we have subscribed our names and affixed our seals.

Teste: as to Adam Cockrell  
H. J. Flanagan

Adam Cockrell {Seal}

Teste: as to Wm. Engle, Jr.  
Chas. Davies

Wm. Engle, Jr. {Seal}

State of Maryland, Allegany County, to wit: On this 10th day of April in the year of our Lord, eighteen hundred and seventy five, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Adam Cockrell and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

H. J. Flanagan, J. P.

State of West Virginia, Jefferson County, SS: On this 15th April 1875 personally appeared before Charles Davies, a Notary Public of & for the County aforesaid in the State aforesaid, Wm. Engle, Jr., & acknowledged the foregoing mortgage to be his act. In witness whereof I hereunto subscribe my name and affix my seal of office on the day & year aforesaid.

Charles Davies  
Notary Public

Allegany County Courthouse, Cumberland, Md., Deed Book 44, page 479, 3/22/1875.

At the request of F. Mertens this Mortgage was recorded March 22<sup>nd</sup> 1875.

This Mortgage made on this fifteenth day of March in the year eighteen hundred and seventy five by me Patrick Kean of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of fifteen hundred & twelve 11/100 dollars, now due from me the said Patrick Kean to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Patrick Kean do hereby bargain and sell to the said Frederick Mertens, the following property: one Canal Boat called the "Four Sisters" and eleven mules (two brown mare mules, two dun mare mules, 1 black mare mule, one bay mare mule, one sorrel horse mule, one speckled horse mule and three bay horse mules) and the harness that are now used with said mules, and also the boat rig now on the Canal Boat "Four Sisters" including cooking stove and furniture in said Boat. Provided that if I the said Patrick Kean shall pay to the said Frederick Mertens or his assigns the said sum of fifteen hundred & twelve 11/100 dollars, with the interest thereon from the date hereof in installments of thirty dollars each for all the trips made by said Canal Boat called "Four Sisters" or any other Canal Boat on which said mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of fifteen hundred & twelve 11/100 dollars is paid, with the interest thereon. Provided said whole sum and interest be paid on or before the first day of August in the year eighteen hundred and seventy five, then this Mortgage shall be void. And I, the said Patrick Kean, do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said mules, or any of them, and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Patrick Kean, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: H. J. Flanagan

P. Kean {Seal}

State of Maryland, Allegany County, to wit: On this fifteenth day of March in the year of our Lord, eighteen hundred and seventy five, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Patrick Kean and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

H. J. Flanagan, J. P.

I hereby release the foregoing Mortgage. Witness my hand & seal this 22<sup>nd</sup> day of July, 1878.

Frederick Mertens

Allegany County Courthouse, Cumberland, Md., Deed Book 44, page 495, 3/27/1875.

At the request of F. Mertens this Mortgage was recorded March 27<sup>th</sup> 1875.

This Mortgage made on this twenty sixth day of March in the year eighteen hundred and seventy five by me Martin Smith and E. K. Smith of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of three hundred and twenty five dollars, now due from me the said Martin Smith and E. K. Smith to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Martin Smith and E. K. Smith do hereby bargain and sell to the said Frederick Mertens, the following property: one Canal Boat called "W. H. Ash" and one brown mule. Provided that if I the said Martin Smith and E. K. Smith shall pay to the said Frederick Mertens or his assigns the said sum of three hundred and twenty five dollars, with the interest thereon from the date hereof in installments of thirty five dollars each for all the trips made by said Canal Boat called "W. H. Ash" on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of three hundred and twenty five dollars is paid, with the interest thereon. Provided said whole sum and interest be paid on or before the first day of August in the year eighteen hundred and seventy five, then this Mortgage shall be void. And I, the said Martin Smith and E. K. Smith, do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said mules, or any of them. and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Martin Smith and E. K. Smith, or my assigns.

In witness whereof we have subscribed our names and affixed our seals.

Teste: Andrew Gonder

Martin Smith {Seal}

Katie Smith {Seal}

State of Maryland, Allegany County, to wit: On this twenty sixth day of March in the year of our Lord, eighteen hundred and seventy five, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Martin and E. K. Smith and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said 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 45, page 66, 4/12/1875.

At the request of F. Mertens this Mortgage was recorded April 12<sup>th</sup> 1875.

This Indenture made this twelfth day of April eighteen hundred and seventy five between P. J. Ryan 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 "Francis Gannon" at and for the sum of fifteen hundred & seventh five dollars, which the said party of the first part is to pay to the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: thirty-five dollars for each and every trip said boat shall make from Cumberland to Georgetown, Washington, Alexandria or any other point, until the entire sum of 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 receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire 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. 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 defaults, 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 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 "Francis Gannon" 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 P. J. Ryan hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan.

P. J. Ryan {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 12th day of April 1875, before the subscriber, personally appeared P. J. Ryan and acknowledged the foregoing instrument to be his act and deed.

\_\_\_\_\_, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 12th day of April 1875 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. Flanagan, J. P.



Allegany County Courthouse, Cumberland, Md., Deed Book 45, page 68, 4/12/1875.

At the request of F. Mertens this Mortgage was recorded April 12<sup>th</sup> 1875.

This Mortgage made on this twelfth day of April in the year eighteen hundred and seventy five by me J. M. Hiteshew of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of two hundred dollars, now due from me the said J. M. Hiteshew to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said J. M. Hiteshew do hereby bargain and sell to the said Frederick Mertens, the following property: one large black horse mule and the harness that are now used with said mules, and also the boat rig now on the Canal Boat "Belle Resley" including cooking stove and furniture on said boat.

Provided that if I the said J. M. Hiteshew shall pay to the said Frederick Mertens or his assigns the said sum of two hundred dollars, with the interest thereon from the date hereof in installments of ten dollars each for all the trips made by said Canal Boat called "Belle Resley" or any other canal boat on which said mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of two hundred dollars is paid, with the interest thereon.

Provided said whole sum and interest be paid on or before the first day of December in the year eighteen hundred and seventy five, then this Mortgage shall be void. And I, the said J. M. Hiteshew, do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said mules, or any of them, and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said J. M. Hiteshew, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: Andrew Gonder

J. M. Hiteshew {Seal}

State of Maryland, Allegany County, to wit: On this twelfth day of April in the year of our Lord, eighteen hundred and seventy five, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, J. M. Hiteshew and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said 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 45 page 71, 4/17/1875.

At the request of Frederick Mertens this Mortgage was recorded April 17<sup>th</sup> 1875.

This Indenture made this twelfth day of April eighteen hundred and seventy five between W. L. Morrison 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 "Three Brothers" at and for the sum of fifteen hundred & seventh five dollars, which the said party of the first part is to pay to the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: thirty-five dollars for each and every trip said boat shall make from Cumberland to Georgetown, Washington, Alexandria or any other point, until the entire sum of 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 receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire 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. 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 defaults, 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 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 "Three Brothers" 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 W. L. Morrison hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder.

W. L. Morrison {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 12th day of April 1875, before the subscriber, personally appeared W. L. Morrison 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 12th day of April 1875 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.

Andrew Gonder, J. P.

Allegany County Courthouse, Cumberland, Md., Deed Book 45, page 79, 4/24/1875.

At the request of Frederick Mertens this Mortgage was recorded April 24<sup>th</sup> 1875.

This Mortgage made on this twentieth day of April in the year eighteen hundred and seventy five by me Franklin Sanbower of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of three hundred & thirty dollars, now due from me the said Franklin Sanbower to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Franklin Sanbower do hereby bargain and sell to the said Frederick Mertens, the following property: one dark bay horse mule and one light bay mare mule and the harness that are now used with said mules, and also the boat rig now on the Canal Boat "Lillie & May" including cooking stove and furniture on said boat. Provided that if I the said Franklin Sanbower shall pay to the said Frederick Mertens or his assigns the said sum of three hundred and thirty dollars, with the interest thereon from the date hereof in installments of twenty dollars each for all the trips made by said Canal Boat called "Lillie & May" or any other canal boat on which said mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of three hundred & thirty dollars is paid, with the interest thereon. Provided said whole sum and interest be paid on or before the first day of August in the year eighteen hundred and seventy six, then this Mortgage shall be void. And I, the said Franklin Sanbower, do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said mules, or any of them. and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Franklin Sanbower, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: H. J. Flanagan.

Franklin Sanbower {Seal}

State of Maryland, Allegany County, to wit: On this twentieth day of April in the year of our Lord, eighteen hundred and seventy five, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Franklin Sanbower and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, Md., Deed Book 45 page 80, 4/24/1875.

At the request of F. Mertens this Mortgage was recorded April 24<sup>th</sup> 1875.

This Indenture made this twentieth day of April eighteen hundred and seventy five between Frank Knott 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 "Albert Zeigler" & four mules (one black horse mule, one bay horse mule, one sorrel horse mule and one bay mare mule) at and for the sum of eleven hundred & thirty five 35/100 dollars, which the said party of the first part is to pay to the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: fifty dollars for each and every trip said boat shall make from Cumberland to Georgetown, Washington, Alexandria or any other point, until the entire sum of 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 receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire 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. 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 defaults, 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 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 "Albert Zeigler" 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 4 mules 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 Frank Knott hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan.

Frank Knott {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 20th day of April 1875, before the subscriber, personally appeared Frank Knott and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 20th day of April 1875 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. Flanagan, J. P.

Allegany County Courthouse, Cumberland, Md., Deed Book 45 page 82, 4/24/1875.

At the request of F. Mertens this Mortgage was recorded April 24<sup>th</sup> 1875.

This Indenture made this twenty first day of April eighteen hundred and seventy five between W. L. Arthur 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 "Mercia Martha Jane" at and for the sum of one thousand dollars, which the said party of the first part is to pay to the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: forty dollars for each and every trip said boat shall make from Cumberland to Georgetown, Washington, Alexandria or any other point, until the entire sum of 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 receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire 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. 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 defaults, 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 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 "Mercia Martha Jane" 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 W. L. Arthur hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan.

W. L. Arthur {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 21st day of April 1875, before the subscriber, personally appeared W. L. Arthur and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 21st day of April 1875 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. Flanagan, J. P.



Allegany County Courthouse, Cumberland, Md., Deed Book 45 page 126, 5/15/1875.

At the request of F. Mertens this Mortgage was recorded May 15<sup>th</sup> 1875.

This Indenture made this twenty third day of April eighteen hundred and seventy five between G. M. Reid 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 "Col. J. C. Lynn" at and for the sum of fifteen 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 Georgetown, Washington, Alexandria or any other point, until the entire sum of 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 receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire 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. 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 defaults, 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 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 "Col. J. C. Lynn" 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 G. M. Reid hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan.

G. M. Reid {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 23rd day of April 1875, before the subscriber, personally appeared G. M. Reid and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 23rd day of April 1875 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. Flanagan, J. P.

Allegany County Courthouse, Cumberland, Md., Deed Book 45 page 128, 5/18/1875.

At the request of F. Mertens this Mortgage was recorded May 18th 1875.

This Indenture made this fourteenth day of May eighteen hundred and seventy five between George Wyatt 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 "E. B. Hartley" at and for the sum of seven hundred dollars, which the said party of the first part is to pay to the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: thirty dollars for each and every trip said boat shall make from Cumberland to Georgetown, Washington, Alexandria or any other point, until the entire sum of 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 receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire 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. 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 defaults, 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 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 "E. B. Hartley" 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 George Wyatt hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan.

George Wyatt {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 14th day of May 1875, before the subscriber, personally appeared George Wyatt and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 14th day of May 1875 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. Flanagan, J. P.

Allegany County Courthouse, Cumberland, Md., Deed Book 45, page 161, 6/15/1875.

At the request of F. Mertens this Mortgage was recorded June 15<sup>th</sup> 1875.

This Mortgage made on this fourteenth day of June in the year eighteen hundred and seventy five by me Joseph Kirtley of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of five hundred and seventy eight 68/100 dollars, now due from me the said Joseph Kirtley to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Joseph Kirtley do hereby bargain and sell to the said Frederick Mertens, the following property: one Canal Boat called the "H. B. Simmonds," and mule, (one bay horse mule) and the harness that are now used with said mule, and also the boat rig now on the Canal Boat "H. B. Simmonds" including cooking stove and furniture on said boat.

Provided that if I the said Joseph Kirtley shall pay to the said Frederick Mertens or his assigns the said sum of five hundred and seventy eight 68/100 dollars, with the interest thereon from the date hereof in installments of thirty-five dollars each for all the trips made by said Canal Boat called "H. B. Simmonds" in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of five hundred and seventy eight 68/100 dollars is paid, with the interest thereon. Provided said whole sum and interest be paid on or before the first day of December in the year eighteen hundred and seventy five, then this mortgage shall be void. And I, the said Joseph Kirtley, do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said Boat and mule and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Joseph Kirtley, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: H. J. Flanagan

Joseph Kirtley {Seal}

State of Maryland, Allegany County, to wit: On this fourteenth day of June in the year of our Lord, eighteen hundred and seventy five, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Joseph Kirtley and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, Md., Deed Book 45 page 326, 7/26/1875.

At the request of Frederick Mertens this Mortgage was recorded July 26th 1875.

This Indenture made this seventh day of July eighteen hundred and seventy five between Tolbert Butt 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 "Robert H. Gorden" at and for the sum of one thousand thirty six and 07/100 dollars, which the said party of the first part is to pay to the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: forty dollars for each and every trip said boat shall make from Cumberland to Georgetown, Washington, Alexandria or any other point, until the entire sum of 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 receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire 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. 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 defaults, 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 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 "Robert H. Gorden" 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 Tolbert Butt hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan.

his  
Tolbert X Butt {Seal}  
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this 7th day of July 1875, before the subscriber, personally appeared Tolbert Butt and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 7th day of July 1875 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. Flanagan, J. P.

Allegany County Courthouse, Cumberland, Md., Deed Book 45, page 338, 9/9/1875.

At the request of F. Mertens this Mortgage was recorded Sept. 9<sup>th</sup> 1875.

This Mortgage made on this eighth day of September in the year eighteen hundred and seventy five by me Franklin Sanbower of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of three hundred and twenty-seven 10/100 dollars, now due from me the said Franklin Sanbower to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Franklin Sanbower do hereby bargain and sell to the said Frederick Mertens, the following property: one sorrel horse mule, and two black horse mules, and the harness that are now used with said mule, and also the boat rig now on the Canal Boat "Lillie & May" including cooking stove and furniture on said boat.

Provided that if I the said Franklin Sanbower shall pay to the said Frederick Mertens or his assigns the said sum of three hundred & twenty-seven 10/100 dollars, with the interest thereon from the date hereof in installments of twenty-five dollars each for all the trips made by said Canal Boat called "Lillie & May" or any other Canal Boat on which said mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of three hundred & twenty-seven 10/100 dollars is paid, with the interest thereon. Provided said whole sum and interest be paid on or before the first day of December in the year eighteen hundred and seventy six, then this Mortgage shall be void. And I, the said Franklin Sanbower, do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said mules, or any of them, and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Franklin Sanbower, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: H. J. Flanagan

Franklin Sanbower {Seal}

State of Maryland, Allegany County, to wit: On this eighth day of September in the year of our Lord, eighteen hundred and seventy five, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Franklin Sanbower and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

H. J. Flanagan, J. P.



Allegany County Courthouse, Cumberland, Md., Deed Book 45, page 435, 9/9/1875.

At the request of Frederick Mertens this Mortgage was recorded Sept. 9<sup>th</sup> 1875.

An Account or Statement of the calim of Frederick Mertens against George Read, the owner of the Canal Boat called "Mayfield & Heiston" to be filed in the office of the Clerk of the Circuit Court for Allegany County, pursuant to the act of the General Assembly of Maryland, passed at January Session 1865 Chapter 190. This Statement is filed by Frederick Mertens to recover the sum of one hundred & ninety five and fourteen cents, a debt due to Frederick Mertens by George Read for work done on the 24th day of May in the year 1875 at Cumberland in Allegany county, Maryland, in the repair of the Canal Boat called "Mayfield & Heiston" used or intended to be used for the purpose of conveying coal or other freight on the Chesapeake and Ohio Canal. The said work was done at the request of George Read, the owner of the said Canal Boat and the perticulars or items of the said claim or debt are as follows, to wit:

|   |                 |
|---|-----------------|
| To Dockage: \$5.00; To 1203 feet lumber @ 3 cts: \$36.09  | \$41.09         |
| To 147 feet Flooring @ 4 cts: \$5.88; To 75½# nails @ 10 cts: \$7.55; To 8# Rod nails @ 12 cts: 96cts   | \$14.39         |
| To 40# Oakum @ 20 cts: \$8.00; To Pitch: \$4.00; To 4 pair strap hinges @ 25 cts: \$1.00  | \$13.00         |
| To 5 pair butt hinges @ 20 cts: \$1.00; To 2½ pair blinds @ \$2.50: \$6.25; To Fan: \$4.50  | \$11.75         |
| To 1 Lock: \$1.00; To Painting Boat: \$35.00; To 25¼ days work @ \$2.50: \$63.13; To Painting Cabin: \$5.93                                   | \$105.06        |
| To 50 lbs Iron @ 70 cts: \$3.50; To 5# R. Spike @ 12 cts: 60 cts; To 1 Ring Bolt @ \$1.25; To 1 Days work: \$4.00; To 2 Awning Sticks: 50 cts | \$9.85          |
|   | <u>\$195.14</u> |

The said debt accrued to the claimant on the 24th day of May 1875 at which time the work was complete.

Witness: H. J. Flanagan

Frederick Mertens {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 8th day of September in the year of 1875, before me, the subscriber, a Justice of the Peace of the State for said State and county personally appeared Frederick Mertens, the within named claimant and subscribed the foregoing statement in my presence, and also made oath on the Holy Evangeley of Almighty God, that the facts set forth in the said foregoing statement are true as therein set forth.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, Md., Deed Book 46, page 9, 9/4/1875.

At the request of Frederick Mertens this Mortgage was recorded Sept. 4<sup>th</sup> 1875.

This Mortgage made on this 4th day of September 1875, by me Catharine Minthrop of the City of Cumberland, Maryland. Witnesseth, that whereas I am now indebted unto Frederick Mertens of said City, in the sum of ninety-five dollars and seventy five cents, in consideration thereof I the said Catharine Minthrop do grant and hereby sell unto the said Frederick Mertens my two cows and two hogs, the same being now in my possession. Provided that if I shall pay unto the said Frederick Mertens the said sum of ninety five dollars and seventy five cents on or before the first day of January 1876 together with interest thereon, then this Mortgage shall be void. But in case of default in said payment then I hereby authorize said Mertens to sell said mortgaged property for cash at public sale after giving ten days notice of the time, place, manner and terms of sale by hand bills circulated through the City of Cumberland and with proceeds of said sale to pay the costs and this mortgage debt and the remainder to pay over to me.

Witness my hand and seal.

Teste: H. J. Flanagan

(in German) Catharine Minthrop {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 4th day of September 1875, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Catharine Minthrop and did acknowledge the foregoing Mortgage to be her act and deed. Also at the same time personally appeared before me Frederick Mertens, the Mortgagee in the above mortgage, and made oath in due form of law that the consideration set forth in the above mortgage is true and bona fide, as therein set forth.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, Md., Deed Book 45, page 161, 6/15/1875.

At the request of F. Mertens this Mortgage was recorded June 15<sup>th</sup> 1875.

This Mortgage made on this fourteenth day of June in the year eighteen hundred and seventy five by me Joseph Kirtley of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of five hundred and seventy eight 68/100 dollars, now due from me the said Joseph Kirtley to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Joseph Kirtley do hereby bargain and sell to the said Frederick Mertens, the following property: one Canal Boat called the "H. B. Simmonds," and mule, (one bay horse mule) and the harness that are now used with said mule, and also the boat rig now on the Canal Boat "H. B. Simmonds" including cooking stove and furniture on said boat.

Provided that if I the said Joseph Kirtley shall pay to the said Frederick Mertens or his assigns the said sum of five hundred and seventy eight 68/100 dollars, with the interest thereon from the date hereof in installments of thirty-five dollars each for all the trips made by said Canal Boat called "H. B. Simmonds" in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of five hundred and seventy eight 68/100 dollars is paid, with the interest thereon. Provided said whole sum and interest be paid on or before the first day of December in the year eighteen hundred and seventy five, then this mortgage shall be void. And I, the said Joseph Kirtley, do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said Boat and mule and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Joseph Kirtley, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: H. J. Flanagan

Joseph Kirtley {Seal}

State of Maryland, Allegany County, to wit: On this fourteenth day of June in the year of our Lord, eighteen hundred and seventy five, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Joseph Kirtley and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, Md., Deed Book 46 page 12, 7/14/1875.

At the request of Frederick Mertens this Mortgage was recorded July 14<sup>th</sup> 1875.

This Indenture made this seventh day of July eighteen hundred and seventy five between David Gingling 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 "A. P. Gorman" at and for the sum of one thousand thirty eight and 15/100 dollars, which the said party of the first part is to pay to the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: forty dollars for each and every trip said boat shall make from Cumberland to Georgetown, Washington, Alexandria or any other point, until the entire sum of 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 receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire 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. 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 defaults, 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 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 "A. P. Gorman" 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 David Gingling hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan.

David Gingling {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 7th day of July 1875, before the subscriber, personally appeared David Gingling and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 7th day of July 1875 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. Flanagan, J. P.

Allegany County Courthouse, Cumberland, Md., Deed Book 46, page 31, 8/4/1875.

At the request of F. Mertens this Mortgage was recorded August 4<sup>th</sup> 1875.

This Mortgage made on this twenty fourth day of July in the year eighteen hundred and seventy five by me Franklin Sanbower of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of two hundred dollars, now due from me the said Franklin Sanbower to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Franklin Sanbower do hereby bargain and sell to the said Frederick Mertens, the following property: one dark brown horse mule and the harness that are now used with said mule, and also the boat rig now on the Canal Boat "Lillie & May" including cooking stove and furniture on said boat.

Provided that if I the said Franklin Sanbower shall pay to the said Frederick Mertens or his assigns the said sum of two hundred dollars, with the interest thereon from the date hereof in installments of ten dollars each for all the trips made by said Canal Boat called "Lillie & May" or any other Canal Boat on which said mule may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of two hundred dollars is paid, with the interest thereon. Provided said whole sum and interest be paid on or before the first day of July in the year eighteen hundred and seventy six, then this mortgage shall be void. And I, the said Franklin Sanbower, do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said mule and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Franklin Sanbower, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: H. J. Flanagan

Franklin Sanbower {Seal}

State of Maryland, Allegany County, to wit: On this twenty-fourth day of July in the year of our Lord, eighteen hundred and seventy five, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Franklin Sanbower and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, Md., Deed Book 46 page 62, 8/21/1875.

At the request of Frederick Mertens this Mortgage was recorded August 21<sup>st</sup> 1875.

This Indenture made this twentieth day of August eighteen hundred and seventy five between George Hughes 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 Boats called "American Boy," "Ohio," "J. B. Thurston" and "A. Lincoln" at and for the sum of one thousand and sixty two 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: fifteen dollars for each and every trip the above named Boats shall make from Cumberland to Georgetown, Washington, Alexandria or any other point, until the entire sum of 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 boats exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City; in regular trips, both day and night, with as much expedition and regularity as can be reasonably done; and to receive the loads of the said boats promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire and Baltimore Coal Company, and keep said boats in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign, transfer, or set over, or otherwise by any act or deed permit the said boats to be assigned, transferred or set over unto any person or persons whomsoever, without the consent in writing of the said party of the second part or 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. Provided always that if the said company should not furnish loading for said boats within twenty four hours after the boats 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 boats 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 defaults, 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 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 Boats called "American Boy," "Ohio," "J. B. Thurston" and "A. Lincoln" 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 boats, as before mentioned, or in case said boats 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 or boats 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 George Hughes hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan.

George Hughes {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 20th day of August 1875, before the subscriber, personally appeared George Hughes and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 20th day of August 1875 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. Flanagan, J. P.



Allegany County Courthouse, Cumberland, Md., Deed Book 46 page 65, 8/21/1875.

At the request of Frederick Mertens this Mortgage was recorded August 21<sup>st</sup> 1875.

This Indenture made this twentieth day of August eighteen hundred and seventy five between James Keady 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 "Iowa" at and for the sum of nine 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 Georgetown, Washington, Alexandria or any other point, until the entire sum of 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 receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire 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. 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 defaults, 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 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 "Iowa" 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 James Keady hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan.

James Keady {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 20th day of August 1875, before the subscriber, personally appeared James Keady and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 20th day of August 1875 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. Flanagan, J. P.

Allegany County Courthouse, Cumberland, Md., Deed Book 46 page 94, 10/5/1875.

At the request of F. Mertens this Mortgage was recorded October 5<sup>th</sup> 1875.

This Indenture made this first day of October eighteen hundred and seventy five between F. T. Boyer 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 "G. W. Kanode" at and for the sum of two thousand dollars, which the said party of the first part is to pay to the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: forty dollars for each and every trip said boat shall make from Cumberland to Georgetown, Washington, Alexandria or any other point, until the entire sum of 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 receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire 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. 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 defaults, 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 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 "G. W. Kanode" 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 F. T. Boyer hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan.

F. T. Boyer {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 1st day of October 1875, before the subscriber, personally appeared F. T. Boyer and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 1st day of October 1875 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. Flanagan, J. P.

Allegany County Courthouse, Cumberland, Md., Deed Book 46 page 102, 10/7/1875.

At the request of F. Mertens this Mortgage was recorded October 7<sup>th</sup> 1875.

This Indenture made this fourth day of October eighteen hundred and seventy five between Franklin Sanbower 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 "Lillie & May" and five mules (one sorrel mare mule, two black horse mules, one brown horse mule and one gray mare mule) at and for the sum of nineteen hundred and eighty five dollars, which the said party of the first part is to pay to the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: sixty five dollars for each and every trip made by said boat and mules, from Cumberland to Georgetown, Washington, Alexandria or any other point, until the entire sum of 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 and mules exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City; in regular trips, both day and night, with as much expedition and regularity as can be reasonably done; and to receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire 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 and mules 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. 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 defaults, 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 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 "Lillie & May" and five mules, 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 mules, 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 Franklin Sanbower hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan.

Franklin Sanbower {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 4th day of October 1875, before the subscriber, personally appeared Franklin Sanbower and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 4th day of October 1875 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. Flanagan, J. P.

At the request of Frederick Mertens this Mortgage was recorded October 23<sup>rd</sup> 1875.

This Indenture made this twenty third day of October eighteen hundred and seventy five between Henry Teeters 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 "Belle Resley" and four mules (two black horse mules, one darl sorrel mare mule and one dark sorrel horse mule) & harness and rig, at and for the sum of eighteen hundred and ten dollars, which the said party of the first part is to pay to the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: fifty dollars for each and every trip made by said boat and mules from Cumberland to Georgetown, Washington, Alexandria or any other point, until the entire sum of 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 & mules exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City; in regular trips, both day and night, with as much expedition and regularity as can be reasonably done; and to receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire 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 and mules 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. 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 defaults, 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 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 "Belle Resley" and four mules, 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 mules, 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 Henry Teeters hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan.

his  
Henry X Teeters {Seal}  
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this 23<sup>rd</sup> day of October 1875, before the subscriber, personally appeared Henry Teeters and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 23<sup>rd</sup> day of October 1875 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. Flanagan, J. P.



Allegany County Courthouse, Cumberland, Md., Deed Book 47, page 28, 3/2/1876.

At the request of F. Mertens this Mortgage was recorded March 2<sup>nd</sup> 1876.

This Mortgage made on this twenty ninth day of February in the year eighteen hundred and seventy six by me G. W. Jones of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of seven hundred dollars, now due from me the said G. W. Jones to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said G. W. Jones do hereby bargain and sell to the said Frederick Mertens, the following property: one Canal Boat called "B. F. Price." Provided that if I the said G. W. Jones shall pay to the said Frederick Mertens or his assigns the said sum of seven hundred dollars, with the interest thereon from the date hereof in installments of thirty dollars each for all the trips made by said Canal Boat called "B. F. Price" in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of seven hundred dollars is paid, with the interest thereon. Provided said whole sum and interest be paid on or before the first day of December in the year eighteen hundred and seventy six, then this mortgage shall be void. And I, the said G. W. Jones, do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said boat and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said G. W. Jones, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: Andrew Gonder

Geo. W. Jones {Seal}

State of Maryland, Allegany County, to wit: On this twenty-ninth day of February in the year of our Lord, eighteen hundred and seventy six, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, G. W. Jones and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said 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.

Deed of Release recorded in Mortgage Record T1 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Deed Book 47, page 225, 5/30/1876.

At the request of Frederick Mertens this Mortgage was recorded May 30<sup>th</sup> 1876.

This Mortgage made on this twenty ninth day of May in the year eighteen hundred and seventy six by me Albert Beall of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of four hundred and eighty seven 72/100 dollars, now due from me the said Albert Beall to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Albert Beall do hereby bargain and sell to the said Frederick Mertens, the following property: one Canal Boat called "Viola H. Weir" and four mules, (one sorrel horse mule, and three brown mare mules) and the harness that are now used with said mules, and also the boat rig now on the Canal Boat "V. H. Weir," including cooking stove and furniture on said boat. Provided that if I the said Albert Beall shall pay to the said Frederick Mertens or his assigns the said sum of four hundred and eighty seven 72/100 dollars, with the interest thereon from the date hereof in installments of fifty dollars each for all the trips made by said Canal Boat called "V. H. Weir" in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of four hundred eighty seven 72/100 dollars is paid, with the interest thereon. Provided said whole sum and interest be paid on or before the first day of December in the year eighteen hundred and seventy seven, then this mortgage shall be void. And I, the said Albert Beall, do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said boat and mules, and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Albert Beall, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: D. Blocher

his  
Albert X Beall {Seal}  
mark

State of Maryland, Allegany County, to wit: On this twenty-ninth day of May in the year of our Lord, eighteen hundred and seventy six, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Albert Beall and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said 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.

D. Blocher, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Deed Book 47, page 386, 7/7/1876.

At the request of Frederick Mertens this Mortgage was recorded July 7<sup>th</sup> 1876.

This Mortgage made on this seventh day of July in the year eighteen hundred and seventy six by me Franklin Sanbower of Loudoun County in the State of West Virginia. Witnesseth, that for and in consideration of the sum of two hundred and ten 46/100 dollars, now due from me the said Franklin Sanbower to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Franklin Sanbower do hereby bargain and sell to the said Frederick Mertens, the following property: one dark brown mare mule called Collie, and one sorrel mare mule called Jenie and the harness that are now used with said mules, and also the boat rig now on the Canal Boat "Lillie & May," including cooking stove and furniture on said boat. Provided that if I the said Franklin Sanbower shall pay to the said Frederick Mertens or his assigns the said sum of two hundred and ten 46/100 dollars, with the interest thereon from the date hereof in installments of fifteen dollars each for all the trips made by said Canal Boat called "Lillie & May" in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of two hundred and ten 46/100 dollars is paid, with the interest thereon. Provided said whole sum and interest be paid on or before the first day of January in the year eighteen hundred and seventy seven, then this mortgage shall be void. And I, the said Franklin Sanbower, do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said mules, or any of them, and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Franklin Sanbower, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: H. J. Flanagan

Franklin Sanbower {Seal}

State of Maryland, Allegany County, to wit: On this seventh day of July in the year of our Lord, eighteen hundred and seventy six, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Franklin Sanbower and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

H. J. Flanagan, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Deed Book 47, page 387, 7/7/1876.

At the request of F. Mertens this Mortgage was recorded July 7<sup>th</sup> 1876.

This Mortgage made on this seventh day of July in the year 1876 by us George W. Jones and John T. Reed of Cumberland, Maryland. Witnesseth, that whereas we are now indebted unto Frederick Mertens of the said City on the sum of one thousand and eighty two dollars and eighty four cents and are desiring of securing the payment thereof, we the said George W. Jones and John T. Reed do grant and hereby convey unto the said Frederick Mertens, the that lot of ground situated on Wineow Street in said City, beginning for the same at the intersection of the Northern line of Louis Peacock's lot with the Eastern side of said Street and running thence Northery with said Street thirty feet, then at right angles with said Street to the limit of the Baltimore & Ohio Railroad, then with said railroad thirty feet to said Peacock's line, then with said line to the beginning, together with the improvements thereon, the same being one frame stable and one frame building now used by us as a store and dwelling house, also all the stock, fixture and furniture in said building - the stock consisting of groceries, liquors, wooden ware, notions, &c. Provided that if we the said mortgagors shall pay unto the said Frederick Mertens the said sum of one thousand and eighty two dollars and eighty four cents, with interest, on or before the 7th day of August 1876, then this mortgage shall be void. But in case of default in such payment then it shall be lawful and we hereby suthorize the said Frederick Mertens or his certain Attorney to sell the above mortgaged property for cash at public auction, after giving twenty days notice of the time, place, manner and terms of sale by advertisement in some newspaper published in Cumberland, and with the proceeds of such sale to pay the cost thereof, then to pay this mortgage debt with interest to the day of sale and the remainder to pay over to us the said mortgagors. Witness our hands and seals.

Teste: D. Blocher

Geo. W. Jones {Seal}  
John T. Reed {Seal}

State of Maryland, Allegany County, SS: I hereby certify that on this 7th day of July 1876, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, George W. Jones and John T. Reed and did each acknowledge the above Mortgage to be their act and deed. Also at the same time personally appeared before me Frederick Mertens, the mortgagee in the above mortgage, and made oath in due form of law that the consideration of the above mortgage is true and bona fide, as therein set forth.

D. Blocher, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

At the request of F. Mertens this Mortgage was recorded July 24<sup>th</sup> 1876.

This Indenture made this eighteenth day of July eighteen hundred and seventy six between Simon Piper 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 "Mattie S. O'Donnell" 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: thirty five dollars for each and every trip made by said boat and mules from Cumberland to Georgetown, Washington, Alexandria or any other point, until the entire sum of 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 receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire 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. 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 defaults, 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 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 "Mattie S. O'Donnell" 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 Simon Piper hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: D. Blocher.

his  
Simon X Piper {Seal}  
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this 18<sup>th</sup> day of July 1876, before the subscriber, personally appeared Simon Piper and acknowledged the foregoing instrument to be his act and deed.

D. Blocher, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 18<sup>th</sup> day of July 1876 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.

D. Blocher, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Deed Book 47, page 446, 8/5/1876.

At the request of F. Mertens this Mortgage was recorded August 5<sup>th</sup> 1876.

This Mortgage made on this first day of August in the year eighteen hundred and seventy six by me W. H. McDonald of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of one hundred and sixty six 90/100 dollars, now due from me the said W. H. McDonald to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said W. H. McDonald do hereby bargain and sell to the said Frederick Mertens, the following property: one dun horse mule, one black mare mule, one sorrel mare mule, one bay horse mule and one dark bay horse mule and the harness that are now used with said mules, and also the boat rig now on the Canal Boat "M. E. Spier," including cooking stove and furniture on said boat. Provided that if I the said W. H. McDonald shall pay to the said Frederick Mertens or his assigns the said sum of one hundred and sixty six 90/100 dollars, with the interest thereon from the date hereof in installments of fifteen dollars each for all the trips made by said Canal Boat on which said mules work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of one hundred and sixty six 90/100 dollars is paid, with the interest thereon. Provided said whole sum and interest be paid on or before the first day of July in the year eighteen hundred and seventy seven, then this mortgage shall be void. And I, the said W. H. McDonald, do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said mules, or any of them, and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said W. H. McDonald, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: D. Blocher

Wm. H. McDonald {Seal}

State of Maryland, Allegany County, to wit: On this 1<sup>st</sup> day of August in the year of our Lord, eighteen hundred and seventy six, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, W. H. McDonald and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said 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.

D. Blocher, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Deed Book 47, page 546, 9/5/1876.

At the request of F. Mertens this Mortgage was recorded Sept. 5<sup>th</sup> 1876.

This Mortgage made on this thirtieth day of August in the year eighteen hundred and seventy six by me T. M. French of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of five hundred and thirty nine 23/100 dollars, now due from me the said T. M. French to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said T. M. French do hereby bargain and sell to the said Frederick Mertens, the following property: one Canal Boat called "John W. Dailey" four mules and one bay horse (one black horse mule, one black mare mule, and two dun mare mules and one one bay horse) and the harness that are now used with said mules, and also the boat rig now on the Canal Boat "J. W. Dailey," including cooking stove and furniture on said boat. Provided that if I the said T. M. French shall pay to the said Frederick Mertens or his assigns the said sum of five hundred and thirty nine 23/100 dollars, with the interest thereon from the date hereof in installments of twenty five dollars each for all the trips made by said Canal Boat called "J. W. Dailey" in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of five hundred and thirty nine 23/100 dollars is paid, with the interest thereon. Provided said whole sum and interest be paid on or before the first day of December in the year eighteen hundred and seventy seven, then this mortgage shall be void. And I, the said T. M. French, do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said mules, Boat and one bay horse, or any of them, and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said T. M. French, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: D. Blocher

T. M. French {Seal}

State of Maryland, Allegany County, to wit: On this thirtieth day of August in the year of our Lord, eighteen hundred and seventy six, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, T. M. French and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said 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.

D. Blocher, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].



At the request of F. Mertens this Mortgage was recorded Sept. 7<sup>th</sup> 1876.

This Indenture made this first day of September eighteen hundred and seventy six between James Read 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 "Carrie Vandever" 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 from Cumberland to Georgetown, Washington, Alexandria or any other point, until the entire sum of 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 receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire 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. 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 defaults, 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 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 "Carrie Vandever" 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 James Read hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: D. Blocher.

James Reid {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 6<sup>th</sup> day of September 1876, before the subscriber, personally appeared James Read and acknowledged the foregoing instrument to be his act and deed.

D. Blocher, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 6<sup>th</sup> day of September 1876 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.

D. Blocher, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Deed Book 47, page 580, 9/7/1876.

At the request of F. Mertens this Mortgage was recorded Sept. 7<sup>th</sup> 1876.

This Mortgage made on this sixth day of September in the year eighteen hundred and seventy six by me Henry Teeters of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of one hundred and 56/100 dollars, now due from me the said Henry Teeters to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Henry Teeters do hereby bargain and sell to the said Frederick Mertens, the following property: one black horse mule now on the Canal Boat "Belle Resley." Provided that if I the said Henry Teeters shall pay to the said Frederick Mertens or his assigns the said sum of one hundred and 56/100 dollars, with the interest thereon from the date hereof in installments of ten dollars each for all the trips made by said Canal Boat called "Belle Resley" or any other Canal Boat on which said Mule may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of one hundred and 56/100 dollars is paid, with the interest thereon. Provided said whole sum and interest be paid on or before the first day of July in the year eighteen hundred and seventy seven, then this mortgage shall be void. And I, the said Henry Teeters, do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said mule, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Henry Teeters, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: D. Blocher

his  
Henry X Teeters {Seal}  
mark

State of Maryland, Allegany County, to wit: On this sixth day of September in the year of our Lord, eighteen hundred and seventy six, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Henry Teeters and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said 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.

D. Blocher, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Deed Book 47, page 609, 10/2/1876.

At the request of F. Mertens this Mortgage was recorded October 2<sup>nd</sup> 1876.

This Mortgage made on this 25th day of September in the year eighteen hundred and seventy six by me Jeremiah Dick of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of two hundred and fifty two 33/100 dollars, now due from me the said Jeremiah Dick to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Jeremiah Dick do hereby bargain and sell to the said Frederick Mertens, the following property: one spring wagon and ten mules (one gray horse mule, one sorrel mare mule, one large black horse mule, two small dark bay mare mules and five dark bay horse mules) and the harness that are now used with said mules, and also the boat rig now on the Canal Boats "John Reives" and "Dennis Murphy" including cooking stove and furniture on said boats. Provided that if I the said Jeremiah Dick shall pay to the said Frederick Mertens or his assigns the said sum of two hundred and fifty two 33/100 dollars, with the interest thereon from the date hereof in installments of fifteen dollars each for all the trips made by said Canal Boats called "John Reives" and "Dennis F. Murphy" or any other Canal Boats on which said mules work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of two hundred and fifty two 33/100 dollars is paid, with the interest thereon. Provided said whole sum and interest be paid on or before the first day of July in the year eighteen hundred and seventy seven, then this mortgage shall be void. And I, the said Jeremiah Dick, do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said mules and one-horse spring wagon, or any of them, and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Jeremiah Dick, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: H. J. Flanagan

J. Dick {Seal}

State of Maryland, Allegany County, to wit: On this twenty fifth day of September in the year of our Lord, eighteen hundred and seventy six, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Jeremiah Dick and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

H. J. Flanagan, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Deed Book 47, page 614, 10/4/1876.

At the request of F. Mertens this Mortgage was recorded October 4<sup>th</sup> 1876, at 2 P.M.

This Mortgage made on this third day of October in the year eighteen hundred and seventy six by me Simon Weston of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of two hundred and sixty eight 30/100 dollars, now due from me the said Simon Westin to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Simon Westin do hereby bargain and sell to the said Frederick Mertens, the following property: one Canal Boat called "G. H. Bradt" and four mules (two light bay mare mules, and two black bay horse) and the harness that are now used with said mules, and also the boat rig now on the Canal Boat "G. H. Bradt," including cooking stove and furniture on said boat. Provided that if I the said Simon Weston shall pay to the said Frederick Mertens or his assigns the said sum of two hundred and sixty eight 30/100 dollars, with the interest thereon from the date hereof in installments of fifteen dollars each for all the trips made by said Canal Boat called "G. H. Bradt" in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of two hundred and sixty eight 30/100 dollars is paid, with the interest thereon. Provided said whole sum and interest be paid on or before the first day of July in the year eighteen hundred and seventy seven, then this mortgage shall be void. And I, the said Simon Westin, do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said mules and boat and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Simon Westin, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: D. Blocher

his  
Simon X Westin {Seal}  
mark

State of Maryland, Allegany County, to wit: On this 3rd day of October in the year of our Lord, eighteen hundred and seventy six, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Simon Westin and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said 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.

D. Blocher, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Deed Book 47, page 662, 11/6/1876.

At the request of F. Mertens this Mortgage was recorded November 11<sup>th</sup> 1876, at 1:30 P.M.

This Mortgage made on this 6th day of November in the year eighteen hundred and seventy six by me John Cahill of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of one hundred and twenty 45/100 dollars, now due from me the said John Cahill to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said John Cahill do hereby bargain and sell to the said Frederick Mertens, the following property: two gray horse mules, one bay mare mule and one black mare mule and the harness that are now used with said mules, and also the boat rig now on the Canal Boat "Edward Mulvaney," including cooking stove and furniture on said boat. Provided that if I the said John Cahill shall pay to the said Frederick Mertens or his assigns the said sum of one hundred and twenty 45/100 dollars, with the interest thereon from the date hereof in installments of ten dollars each for all the trips made by said Canal Boat called "Edward Mulvaney" or any other Canal Boat on which said mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of one hundred and twenty 45/100 dollars is paid, with the interest thereon. Provided said whole sum and interest be paid on or before the first day of July in the year eighteen hundred and seventy seven, then this mortgage shall be void. And I, the said John Cahill, do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said mules or any of them and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said John Cahill, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: Andrew Gonder

John Cahill {Seal}

State of Maryland, Allegany County, to wit: On this sixth day of November in the year of our Lord, eighteen hundred and seventy six, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, John Cahill and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said 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.

D. Blocher, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Deed Book 47, page 685, 11/21/1876.

At the request of F. Mertens this Mortgage was recorded November 21<sup>st</sup> 1876, at 2:45 P.M.

This Mortgage made on this eighteenth day of November in the year eighteen hundred and seventy six by me Robert A. Sorrell of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of one hundred forty six and 94/100 dollars, now due from me the said Robert A. Sorrell to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Robert A. Sorrell do hereby bargain and sell to the said Frederick Mertens, the following property: one Canal Boat called "Alexander Adams." Provided that if I the said Robert Sorrell shall pay to the said Frederick Mertens or his assigns the said sum of one hundred forty six and 94/100 dollars, with the interest thereon from the date hereof in installments of fifteen dollars each for all the trips made by said Canal Boat called "Alexander Adams" in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of one hundred forty six and 94/100 dollars is paid, with the interest thereon. Provided said whole sum and interest be paid on or before the first day of December in the year eighteen hundred and seventy seven, then this mortgage shall be void. And I, the said Robert A. Sorrell do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said Boat and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Robert A. Sorrell, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: H. J. Flanagan

his  
Robert A. X Sorrell {Seal}  
mark

State of Maryland, Allegany County, to wit: On this eighteenth day of November in the year of our Lord, eighteen hundred and seventy six, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Robert A. Sorrell and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

H. J. Flanagan, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Deed Book 48, page 132, 11/28/1876.

At the request of Frederick Mertens this Mortgage was recorded November 28<sup>th</sup> 1876, at 2:25 o'clock P.M.

This Mortgage made on this 22<sup>nd</sup> day of November in the year eighteen hundred and seventy six by me Henry Teeters of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of ten hundred and sixty five and 93/100 dollars, now due from me the said Henry Teeters to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Henry Teeters do hereby bargain and sell to the said Frederick Mertens, the following property: one Canal Boat called "Belle Resley" and five mules (two black horse mules, one mouse colored horse mule, one light colored mare mule, and one light colored horse mule) and the harness that are now used with said mules, and also the boat rig now on the Canal Boat "Belle Resley," including cooking stove and furniture on said boat. Provided that if I the said Henry Teeters shall pay to the said Frederick Mertens or his assigns the said sum of ten hundred sixty five and 93/100 dollars, with the interest thereon from the date hereof in installments of fifty five dollars each for all the trips made by said Canal Boat called "Belle Resley" and five mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of ten hundred sixty five and 93/100 dollars is paid, with the interest thereon. Provided said whole sum and interest be paid on or before the first day of July in the year eighteen hundred and seventy eight, then this mortgage shall be void. And I, the said Henry Teeters do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said mules and boat and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Henry Teeters, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: H. J. Flanagan

his  
Henry X Teeters {Seal}  
mark

State of Maryland, Allegany County, to wit: On this twenty second day of November in the year of our Lord, eighteen hundred and seventy six, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Henry Teeters and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

H. J. Flanagan, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].



Allegany County Courthouse, Cumberland, Md., Deed Book 48, page 354, 4/30/1877.

At the request of Frederick Mertens this Mortgage was recorded April 30<sup>th</sup> 1877, at 12:58 P.M.

This Mortgage made on this 28<sup>th</sup> day of April in the year eighteen hundred and seventy seven by me Jeremiah Dick of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of six hundred sixty three and 85/100 dollars, now due from me the said Jeremiah Dick to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Jeremiah Dick do hereby bargain and sell to the said Frederick Mertens, the following property: one Canal Boat called "Dennis Murphy" one spring wagon and nine mules (one sorrel mare mule, one gray horse mule, three black horse mules, two dark bay mare mules and two light bay horse mule) and the harness that are now used with said mules, and also the boat rig now on the Canal Boats "Dennis Murphy" and "A. Lincoln" including cooking stoves and furniture on said Boats. Provided that if I the said Jeremiah Dick shall pay to the said Frederick Mertens or his assigns the said sum of six hundred and sixty three and 85/100 dollars, with the interest thereon from the date hereof in installments of thirty five dollars each for all the trips made by said Canal Boat called "Dennis Murphy" or any other Canal Boats on which said Mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of six hundred sixty three and 85/100 dollars is paid, with the interest thereon. Provided said whole sum and interest be paid on or before the first day of April in the year eighteen hundred and seventy eight, then this mortgage shall be void. And I, the said Jeremiah Dick do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said mules, or any of them, and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Jeremiah Dick, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: H. J. Flanagan

Jeremiah Dick {Seal}

State of Maryland, Allegany County, to wit: On this twenty eighth day of April in the year of our Lord, eighteen hundred and seventy seven, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Jeremiah Dick and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

H. J. Flanagan, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Deed Book 48, page 445, 2/13/1877.

At the request of Rhea & Dawson this Mortgage was recorded February 13<sup>th</sup> 1877, 3:40 P.M.

This Mortgage made on this 13<sup>th</sup> day of February in the year one thousand eight hundred and seventy seven by Partick Kean of Allegany County and State of Maryland. Witnesseth, that in consideration of ninety six dollars, now due from the said Patrick Kean to Joseph S. Rhea and Arthur Dawson, partners trading under name and style of Rhea and Dawson the said Patrick Kean doth hereby bargain and sell unto the Joseph S. Rhea and Arthur Dawson, partners as aforesaid, the following property: one Canal Boat "Johnnie" and its appurtenances. Provided that if I the said Patrick Kean shall pay to the said grantees herein the sum of fifteen dollars trippage upon each and every trip thereafter made by said Boat in freighting coal between Cumberland to Georgetown, Alexandria or Washington City until the aforesaid sum of ninety six dollars with legal interest thereon shall be paid and satisfied, then this mortgage to be null and void, otherwise to be paid remain in full force and virtue in law.

Witness my hand and seal.

Teste: H. J. Flanagan

P. Kean {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 13th day of February in the year 1877, before the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Patrick Kean and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared Joseph S. Rhea, one of the firm of Rhea & Dawson, the grantees herein named, and made oath in due form of law that the consideration as therein mentioned was is true and bona fide, as set forth in said mortgage.

H. J. Flanagan, J. P.

I hereby assign the foregoing chattel mortgage to Frederick Mertens. Witness my hand & seal this 22nd day of May 1886.

Teste: Theo Lunnan

A. Dawson {Seal}

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Deed Book 48, page 557, 7/6/1877.

At the request of A. H. Bradt this Mortgage was recorded July 6<sup>th</sup> 1877, at 10:45 A.M.

This Mortgage made on this 15<sup>th</sup> day of May in the year eighteen hundred and seventy seven by me Frederick Mertens of Allegany County in the State of Maryland, and A. H. Bradt of Georgetown, D.C. Witnesseth, that whereas I the said Mertens have agreed to pay said Bradt the sum of twenty dollars for every trip made by the Canal Boat "Dennis Murphy" between Cumberland & Georgetown, or any other Eastern port, until the sum of \$405 & interest is paid. But in case said boat is destroyed or becomes valueless or from any cause cannot be further used in trade on said Canal, then there shall be no further liability of me the said Mertens to pay any part of said sum of \$405, which shall then be dueing to said Bradt. The true intent of the agreement between the parties hereto is that said Mertens shall well and truly cause said boat to run upon said Canal as long as possible, until said sum is fully paid, but in case the said boat cannot be run, on said Canal until said sum is paid, then there shall be no personal responsibility upon said Mertens to pay any balance of said sum that may remain unpaid. And I the said Frederick Mertens, do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said A. H. Bradt or his assigns may, and is hereby authorized to seize said Boat, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Frederick Mertens, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: D. Blocher

F. Mertens {Seal}

State of Maryland, Allegany County, to wit: On this 15th day of May in the year of our Lord, eighteen hundred and seventy seven, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Frederick Mertens and acknowledged the foregoing Mortgage to be his act.

D. Blocher, J. P.

I hearby release the foregoing mortgage. Witness my hand and seal this 25th day of Sept. 1878.

A. H. Bradt

Allegany County Courthouse, Cumberland, Md., Deed Book 48, page 596, 5/30/1877.

At the request of Frederick Mertens this Mortgage was recorded May 30<sup>th</sup> 1877, at 10:15 A.M.

This Mortgage made on this twenty ninth day of May 1877, by me R. A. Goodwin of Cumberland, Maryland. Witnesseth, that whereas I am now indebted unto Frederick Mertens of the said City in the sum of two hundred forty two and 90/100 dollars, and I desirous of securing the payment thereof in consideration thereof, I the said R. A. Goodwin do grant and hereby sell unto the said Frederick Mertens, all the stock in Bar-fixtures and furniture, in the frame house situated in South Cumberland on Wineow Street, which I now occupy as my residence, consisting of the following to wit: one set of furniture, consisting of four beds & bedding, one wash stand, one marble top wash stand, three looking glasses, bar and bar fixtures, one cooking stove, four stove heaters, one sewing machine and one organ. Also one dark brown horse mule, three sows & hogs, one barrow hog, one two-horse wagon, and two sets of ten pins and ball. Provided that if I the said Mortgagor shall pay unto the said Frederick Mertens the said sum of two hundred forty two and 90/100 dollars, with interest on or before the 1st day of June 1878, then this Mortgage shall be void, but in case of default in such payment therein it shall be lawful and I hereby authorize the said Frederick Mertens or his certain Attorney to sell the above Mortgaged property for cash at public auctkion, after giving twenty days notice of the time, place, manner and terms of sale by advertisement in some newspaper published in Cumberland, and with the proceeds of such sale to pay the costs thereof, then to pay this Mortgage debt with interest to the day of sale, and the remainder to pay over to me the said R. A. Goodwin.

Witness my hand and seal.

Teste: D. Blocher

R. A. Goodwin {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 29th day of May 1877, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, R. A. Goodwin & did acknowledged the above Mortgage to be his act and deed. Also at the same time personally appeared before me Frederick Mertens, the Mortgagee in the above Mortgage, and made oath in due form of law that the consideration of the above mortgage is true and bona fide, as therein set forth.

D. Blocher, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Deed Book 48, page 612, 6/25/1877.

At the request of Frederick Mertens this Mortgage was recorded June 25<sup>th</sup> 1877, at 1:30 P.M.

This Mortgage made on this 19<sup>th</sup> day of June in the year eighteen hundred and seventy seven by us James Riley and Annie M. Riley of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of two hundred and fifty dollars, now due from us the said James Riley and Annie M. Riley to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, we the said James Riley and Annie M. Riley, do hereby bargain and sell to the said Frederick Mertens, the following property: four mules (three black mare mules and one black horse mule) and the harness that are now used with said mules, and also the boat rig now on the Canal Boat "W. E. Turner" including cooking stoves and furniture on said Boat. Provided that if we the said James Riley and Annie M. Riley shall pay to the said Frederick Mertens or his assigns the said sum of two hundred and fifty dollars, with the interest thereon from the date hereof in installments of thirty dollars each for all the trips made by said Canal Boat called "W. E. Turner" or any other Canal Boat on which said Mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of two hundred & fifty dollars is paid, with the interest thereon. Provided said whole sum and interest be paid on or before the 1st day of June in the year eighteen hundred and seventy eight, then this mortgage shall be void. And we, the said James Riley and Annie M. Riley do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said mules, or any of them, and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to us, the said James Riley and Annie M. Riley, or our assigns.

In witness whereof we have subscribed my names and affixed my seals.

Teste: Andrew Gonder

James Riley {Seal}

her

Annie M. X Riley {Seal}

mark

State of Maryland, Allegany County, to wit: On this 19th day of June in the year of our Lord, eighteen hundred and seventy seven, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, James Riley and Annie M. Riley and acknowledged the foregoing Mortgage to be their act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said 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.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Deed Book 48, page 714, 8/16/1877.

At the request of Frederick Mertens this Mortgage was recorded Aug 16<sup>th</sup> 1877, at 1:25 P.M.

This Mortgage made on this 13<sup>th</sup> day of August in the year eighteen hundred and seventy seven by me Nelson A. Long of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of one thousand dollars now due from me the said Nelson A. Long to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Nelson A. Long, do hereby bargain and sell to the said Frederick Mertens, the following property: one Canal Boat named "D. R. Long" and three bay mules, two horse and one a mare mule and the harness that are now used with said mules, and also the boat rig now on the Canal Boat "D. R. Long" including cooking stoves and furniture on said Boat. Provided that if I the said Nelson A. Long shall pay to the said Frederick Mertens or his assigns the said sum of one thousand dollars with the interest thereon from the date hereof on or before the 1st day of December in the year eighteen hundred and seventy seven, then this mortgage shall be void. And I, the said Nelson A. Long do hereby covenant and agree, that if, in default of the payment of the said sum of money, he the said Frederick Mertens or his assigns may, and is hereby authorized to seize said Boat and mules, or any of them, and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Nelson A. Long, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: Otho Oliver, J.P.

Nelson A. Long {Seal}

State of Maryland, Washington County, to wit: On this thirteenth day of August in the year of our Lord, eighteen hundred and seventy seven, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Washington County, Nelson A. Long and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said 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.

Otho Oliver, J. P.

State of Maryland, Washington County, to wit: I George B. Oswald, Clerk of the Circuit Court for Washington County, do hereby certify that Otho Oliver Esquire before whom the above and annexed acknowledgement and affidavit were made and who hath thereunto subscribed his name, was, at the time of so doing, one of the Justices of the Peace of the State of Maryland in and for said County, duly appointed, commissioned and sworn and that his signature is genuine.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Washington County aforesaid at Hagerstown, this 13th day of August A.D. 1877.

George B. Oswald, Clerk

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Deed Book 48, page 715, 8/16/1877.

At the request of Frederick Mertens this Mortgage was recorded Aug 16<sup>th</sup> 1877, at 1:25 P.M.

This Mortgage made on this 13<sup>th</sup> day of August in the year eighteen hundred and seventy seven by me Nelson Beverly Brooks of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of one thousand dollars now due from me the said Beverly Brooks to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Beverly Brooks, do hereby bargain and sell to the said Frederick Mertens, the following property: one Canal Boat named "John Hammond" and four mules, to wit: one sorrel horse mule one bay horse mule, two black mules, one of them a horse and the other a mare mule and the harness that are now used with said mules, and also the boat rig now on the Canal Boat "John Hammond" including cooking stove and furniture on said Boat. Provided that if I the said Beverly Brooks shall pay to the said Frederick Mertens or his assigns the said sum of one thousand dollars with the interest thereon from the date hereof on or before the first day of December in the year eighteen hundred and seventy seven, then this mortgage shall be void. And I, the said Beverly Brooks do hereby covenant and agree, that if, in default of the payment of the said sum of money, he the said Frederick Mertens or his assigns may, and is hereby authorized to seize said Boat and mules, or any of them, and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Beverly Brooks, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.  
Teste: Otho Oliver, J.P.

his  
Beverly X Brooks {Seal}  
mark

State of Maryland, Washington County, to wit: On this thirteenth day of August in the year of our Lord, eighteen hundred and seventy seven, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Washington County, Beverly Brooks and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said 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.

In witness whereof I hereunto subscribe my name on the day and year aforesaid.  
Otho Oliver, J. P.

State of Maryland, Washington County, to wit: I George B. Oswald, Clerk of the Circuit Court for Washington County, do hereby certify that Otho Oliver Esquire before whom the above and annexed acknowledgement and affidavit were made and who hath thereunto subscribed his name, was, at the time of so doing , one of the Justices of the Peace of the State of Maryland in and for said County, duly appointed, commissioned and sworn and that his signature is genuine.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Washington County aforesaid at Hagerstown, this 13th day of August A.D. 1877.

George B. Oswald, Clerk

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Deed Book 50, page 240, 10/3/1877.

At the request of Frederick Mertens this Mortgage was recorded October 3<sup>rd</sup> 1877, at 3 P.M.

This Mortgage made on this 26<sup>th</sup> day of September in the year eighteen hundred and seventy seven by me Joseph Magruder of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of ten hundred & thirty four 83/100 dollars, now due from me the said Joseph Magruder to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Joseph Magruder, do hereby bargain and sell to the said Frederick Mertens, the following property: one Canal Boat named "Thomas Lannen" and one black mare mule, and four sets of harness on said boat, and also the boat rig now on the Canal Boat "Thomas Lannen" including cooking stove and furniture on said Boat. Provided that if I the said Joseph Magruder shall pay to the said Frederick Mertens or his assigns the said sum of ten hundred, ninety four 83/100 dollars, with the interest thereon from the date hereof in installments of forty dollars each for all the trips made by said Canal Boat called "Thomas Lannen" in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the sum of ten hundred & ninety four 83/100 dollars is paid, with the interest thereon; provided, said whole sum and interest is paid on or before the first day of December in the year eighteen hundred and seventy eight, then this mortgage shall be void. And I, the said Joseph Magruder do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said Boat and mule, and said harness, boat rig and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Joseph Magruder, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: J. Blocher

his  
Joseph X Magruder {Seal}  
mark

State of Maryland, Allegany County, to wit: On this twenty fifth day of September in the year of our Lord, eighteen hundred and seventy seven, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Joseph Magruder and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said 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.

D. Blocher, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].



Allegany County Courthouse, Cumberland, Md., Deed Book 50, page 282, 10/23/1877.

At the request of Frederick Mertens this Mortgage was recorded October 23<sup>rd</sup> 1877, at 2:05 P.M.

This Mortgage made on this 20<sup>th</sup> day of October in the year eighteen hundred and seventy seven by me Mollie E. Smith of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of four hundred & thirty seven 26/100 dollars, now due from me the said M. E. Smith to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Mollie E. Smith, do hereby bargain and sell to the said Frederick Mertens, the following property: one Canal Boat named "Lizzie Regan." Provided that if I the said Mollie E. Smith shall pay to the said Frederick Mertens or his assigns the said sum of four hundred & thirty seven 26/100 dollars with the interest thereon from the date hereof in installments of twenty five dollars each for all the trips made by said Canal Boat called "Lizzie Regan," in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of four hundred & thirty seven 26/100 dollars is paid with the interest thereon; provided, said whole sum and interest be paid on or before the first day of December in the year eighteen hundred and seventy nine, then this mortgage shall be void. And I, the said Mollie E. Smith do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said Boat and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Mollie E. Smith, or her assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: H. H. Hobrock

Mollie E. Smith {Seal}

State of Maryland, Allegany County, to wit: On this twentieth day of October in the year of our Lord, eighteen hundred and seventy seven, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Mollie E. Smith and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

Herman H. Hobrock, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Deed Book 50, page 283, 10/24/1877.

At the request of Frederick Mertens this Mortgage was recorded October 23<sup>rd</sup> 1877, at 2:20 P.M.

This Mortgage made on this 3<sup>rd</sup> day of October in the year eighteen hundred and seventy seven by me W. H. McDonald of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of four hundred & fifty three and 73/100 dollars, now due from me the said W. H. McDonald to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Wm. H. McDonald, do hereby bargain and sell to the said Frederick Mertens, the following property: (three mules and one horse) one bay horse mule, one black mare mule, one sorrel mare mule and one bay horse, and the harness that are now used with said mules, and also the Boat rig now on the Canal Boat "Elbe," including cooking stove and furniture on said Boat. Provided that if I the said W. H. McDonald shall pay to the said Frederick Mertens or his assigns the said sum of four hundred, fifty three and 73/100 dollars with the interest thereon from the date hereof in installments of fifteen dollars each for all the trips made by said Canal Boat called "Elbe," or any other Canal Boat on which said mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of four hundred, fifty three 73/100 dollars is paid, with the interest thereon; provided, said whole sum and interest be paid on or before the first day of October in the year eighteen hundred and seventy eight, then this mortgage shall be void. And I, the said Wm. H. McDonald do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said mules, or any of them, and said harness, boat rig, and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Wm. H. McDonald, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: D. Blocker

Wm. H. McDonald {Seal}

State of Maryland, Allegany County, to wit: On this third day of October in the year of our Lord, eighteen hundred and seventy seven, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, W. H. McDonald and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said 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.

D. Blocker, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Deed Book 50, page 584, 3/16/1878.

At the request of Frederick Mertens this Mortgage was recorded March 16<sup>th</sup> 1878, at 2:00 P.M.

This Mortgage made on this 15<sup>th</sup> day of March in the year eighteen hundred and seventy eight by me G. E. Little of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of three hundred eighty two and 93/100 dollars, now due from me the said G. E. Little to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said G. E. Little, do hereby bargain and sell to the said Frederick Mertens, the following property: one Canal Boat called "W. P. Wools" and four mules (one black horse mule, one black mare mule, one gray mare mule and one bay mare mule) and the harness that are now used with said mules, and also the Boat rig now on the Canal Boat "W. P. Wools," including cooking stove and furniture on said Boat. Provided that if I the said G. E. Little shall pay to the said Frederick Mertens or his assigns the said sum of three hundred eighty two and 93/100 dollars with the interest thereon from the date hereof in installments of thirty dollars each for all the trips made by said Canal Boat called "W. P. Wools," in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of three hundred eighty two & 93/100 dollars is paid, with the interest thereon.

Provided, said whole sum and interest be paid on or before the first day of September in the year eighteen hundred and seventy eight, then this Mortgage shall be void. And I, the said G. E. Little do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said Boat, Mules, and said harness, boat rig, and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said G. E. Little, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: D. Blocker

Geo. E. Little {Seal}

State of Maryland, Allegany County, to wit: On this 15<sup>th</sup> day of March in the year of our Lord, eighteen hundred and seventy eight, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, G. E. Little and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said 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.

D. Blocker, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Deed Book 50, page 592, 3/19/1878.

At the request of Frederick Mertens this Mortgage was recorded March 19<sup>th</sup> 1878, 11:45 A.M.

This Mortgage made on this eighteenth day of March in the year eighteen hundred and seventy eight by me Nelson A. Long of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of two hundred dollars, now due from me the said Nelson A. Long to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Nelson A. Long, do hereby bargain and sell to the said Frederick Mertens, the following property: one Canal Boat called "D. R. Long" and three mules (one bay horse mule, one bay mare mule and one mouse colored horse mule) and the harness that are now used with said mules, and also the Boat rig now on the Canal Boat "D. R. Long," including cooking stove and furniture on said Boat.

Provided that if I the said Nelson A. Long shall pay to the said Frederick Mertens or his assigns the said sum of two hundred dollars with the interest thereon from the date hereof in installments of twenty five dollars each for all the trips made by said Canal Boat called "D. R. Long," in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of two hundred dollars is paid, with the interest thereon; provided, said whole sum and interest be paid on or before the first day of August in the year eighteen hundred and seventy eight, then this Mortgage shall be void.

And I, the said Nelson A. Long do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said Boat, Mules, and said harness, boat rig, and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Nelson A. Long, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: H. J. Flanagan

Nelson A. Long {Seal}

State of Maryland, Allegany County, to wit: On this eighteenth day of March in the year of our Lord, eighteen hundred and seventy eight, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Nelson A. Long and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

H. J. Flanagan, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Deed Book 51, page 89, 5/8/1878.

At the request of Frederick Mertens this Mortgage was recorded May 8<sup>th</sup> 1878, 4:37 P.M.

This Mortgage made on this fourth day of May in the year eighteen hundred and seventy eight by me Tolbert Butts of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of five hundred sixty eight and 69/100 dollars, now due from me the said Tolbert Butts to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Tolbert Butts, do hereby bargain and sell to the said Frederick Mertens, the following property: one Canal Boat called "Robert H. Gordon." Provided that if I the said Tolbert Butts shall pay to the said Frederick Mertens or his assigns the said sum of five hundred sixty eight and 69/100 dollars with the interest thereon from the date hereof in installments of twenty five dollars each for all the trips made by said Canal Boat called "R. H. Gordon," in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of five hundred sixty eight & 69/100 dollars is paid, with the interest thereon; provided, said whole sum and interest be paid on or before the 2nd day of May in the year eighteen hundred and seventy nine, then this Mortgage shall be void. And I, the said Tobbert Butts do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said Boat called "R. H. Gordon" and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Tolbert Butts, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: Andrew Gonder

his  
Tolbert X Butts {Seal}  
mark

State of Maryland, Allegany County, to wit: On this 4th day of May in the year of our Lord, eighteen hundred and seventy eight, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Tolbert Butts and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said 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.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Deed Book 51, page 133, 4/27/1878.

At the request of F. Mertens this Mortgage was recorded April 27<sup>th</sup> 1878, 4:30 P.M.

This Mortgage made on this 22<sup>nd</sup> day of April in the year eighteen hundred and seventy eight by me Mahala Dick of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of five hundred fifty four and 61/100 dollars, now due from me the said Mahala Dick to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Mahala Dick, do hereby bargain and sell to the said Frederick Mertens, the following property: one sorrel mare mule, three black horse mules and one black mare mule and the harness that are now used with said mules, and also the Boat rig now on the Canal Boat "Dennis Murphy," including cooking stove and furniture on said Boat. Provided that if I the said Mahala Dick shall pay to the said Frederick Mertens or his assigns the said sum of five hundred fifty four and 61/100 dollars with the interest thereon from the date hereof in installments of forty dollars each for all the trips made by said Canal Boat called "Dennis Murphy" or any other Canal Boat on which said Mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of five hundred fifty four & 61/100 dollars is paid, with the interest thereon; provided, said whole sum and interest be paid on or before the first day of July in the year eighteen hundred and seventy three [sic. eight], then this Mortgage shall be void. And I, the said Mahala Dick do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said Mules, or any of them, and said harness, boat rig, and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said [Mahala Dick], or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: D. Blocher

Mahala C. Dick {Seal}

State of Maryland, Allegany County, to wit: On this 23<sup>rd</sup> day of April in the year of our Lord, eighteen hundred and seventy eight, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Mahala Dick and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said 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.

D. Blocher, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Deed Book 51, page 182, 5/23/1878.

At the request of F. Mertens this Mortgage was recorded May 23<sup>rd</sup> 1878, 2:45 P.M.

This Mortgage made on this fifteenth day of May in the year eighteen hundred and seventy eight by me Robert Reid of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of two hundred and eight 59/100 dollars, now due from me the said Robert Reid to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Robert Reid, do hereby bargain and sell to the said Frederick Mertens, the following property: four mules (one brown horse mule, two black mare mules and one bay horse mule) and the harness that are now used with said mules, and also the Boat rig now on the Canal Boat "J. W. Turner," including cooking stove and furniture on said Boat and also household and kitchen furniture in house No. 49 South Cumberland, Mechanic Street, now occupied by me. Provided that if I the said Robert Reid shall pay to the said Frederick Mertens or his assigns the said sum of two hundred and eight 59/100 dollars with the interest thereon from the date hereof in installments of fifteen dollars each for all the trips made by said Canal Boat called "J. W. Turner" or any other Canal Boat on which said Mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of two hundred & eight 59/100 dollars is paid, with the interest thereon; provided, said whole sum and interest be paid on or before the first day of November in the year eighteen hundred and seventy eight, then this Mortgage shall be void. And I, the said Robert Reid do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said Mules, or any of them, and said harness, boat rig, and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Robert Reid.

In witness whereof I have subscribed my name and affixed my seal.

Teste: J. Wm. Jones

R. Reid {Seal}

State of Maryland, Allegany County, to wit: On this 17<sup>th</sup> day of May in the year of our Lord, eighteen hundred and seventy eight, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Robert Reid and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

J. Wm. Jones, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Deed Book 51, page 297, 8/28/1878.

At the request of F. Mertens this Mortgage was recorded August 28<sup>th</sup> 1878, 11:35 A.M.

This Mortgage made on this 10<sup>th</sup> day of August in the year eighteen hundred and seventy eight by me Robert Sorrels of Alexandria in the State of Va. Witnesseth, that for and in consideration of the sum of three hundred ninety and 16/100 dollars, now due from me the said Robert Sorrels to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Robert Sorrels, do hereby bargain and sell to the said Frederick Mertens, the following property: one Canal Boat called "Alexander Adams" and three mules (one black horse mule, one black mare mule and one sorrel mare mule) and the harness that are now used with said mules, and also the Boat rig now on the Canal Boat "Alexander Adams," including cooking stove and furniture on said Boat.

Provided that if I the said Robert Sorrels shall pay to the said Frederick Mertens or his assigns the said sum of three hundred ninety & 16/100 dollars with the interest thereon from the date hereof in installments of twenty dollars each for all the trips made by said Canal Boat called "Alexander Adams," in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of three hundred ninety & 16/100 dollars is paid, with the interest thereon; provided, said whole sum and interest be paid on or before the first day of December in the year eighteen hundred and seventy nine, then this Mortgage shall be void. And I, the said Robert Sorrels do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said F. Mertens or his assigns may, and is hereby authorized to seize said Boat, Mules, and said harness, boat rig, and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Robert Sorrels, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.  
Teste: J. B. Widener

his  
Robert X Sorrels {Seal}  
mark

State of Maryland, Allegany County, to wit: On this 28<sup>th</sup> day of August in the year of our Lord, eighteen hundred and seventy eight, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Robert Sorrels and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

J. B. Widener, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].



Allegany County Courthouse, Cumberland, Md., Deed Book 52, page 31, 6/10/1878.

At the request of Frederick Mertens this Mortgage was recorded June 10<sup>th</sup> 1878, 11:20 A.M.

This Deed made on this 8<sup>th</sup> day of June 1878 by me George E. Little of Allegany County. Witnesseth, that for and in consideration of seven hundred and seventy one dollars, this day paid me by Frederick Mertens of said County, the receipt whereof I hereby acknowledge. I the said George E. Little do grant, bargain, sell and hereby convey unto the said Frederick Mertens the Canal Boat known as "William P. Wools" now in the Chesapeake and Ohio Canal at Cumberland, also the rig and harness belonging to said Boat and the team thereof, also all the furniture thereon consisting of cooking stove and cabin furniture. Also four mules the team of said boat, the said mules described as follows: one black horse mule called Dick, one black mare mule called Bird, one gray mare mule called Beck, and one bay mare mule called also Beck.

Witness my hand and seal.

Teste: Ferdinard Williams

George E. Little {Seal}

State of Maryland, Allegany County, SS: I hereby certify that on this 8<sup>th</sup> day of June 1878, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, George E. Little and did acknowledge the above deed to be his act and deed. Also at the same time personally appeared before me Frederick Mertens, the grantee in the above deed, and made oath in due form of law that the consideration of the above deed is true and bona fide, as herein set forth.

Andrew Gonder, J. P.

Allegany County Courthouse, Cumberland, Md., Deed Book 52, page 31, 6/10/1878.

At the request of Frederick Mertens this Mortgage was recorded June 11<sup>th</sup> 1878, 2:45 P.M.

This Mortgage made on this tenth day of June in the year eighteen hundred and seventy eight by me Samuel Griminger of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of two hundred and ten 83/100 dollars, now due from me the said Samuel Griminger to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Samuel Griminger, do hereby bargain and sell to the said Frederick Mertens, the following property: one Canal Boat called "W. H. Price" and three mules (two bay horse mules called Buck and Bill, one black horse mule called Dick) and the harness that are now used with said mules, and also the Boat rig now on the Canal Boat "W. H. Price," including cooking stove and furniture on said Boat. Provided that if I the said Samuel Griminger shall pay to the said Frederick Mertens or his assigns the said sum of two hundred and ten 83/100 dollars, with the interest thereon from the date hereof in installments of twenty five dollars each for all the trips made by said Canal Boat called "W. H. Price," in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of two hundred and ten 83/100 dollars is paid, with the interest thereon. Provided, said whole sum and interest be paid on or before the first day of January in the year eighteen hundred and seventy nine, then this Mortgage shall be void. And I, the said Samuel Griminger do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said F. Mertens or his assigns may, and is hereby authorized to seize said Mules and Boat, and said harness, boat rig, and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Samuel Griminger, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: D. Blocher

Samuel Griminger {Seal}

State of Maryland, Allegany County, to wit: On this tenth day of June in the year of our Lord, eighteen hundred and seventy eight, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Samuel Griminger and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said 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.

D. Blocher, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Deed Book 52, page 31, 6/10/1878.

At the request of Frederick Mertens this Mortgage was recorded June 11<sup>th</sup> 1878, 2:45 P.M.

This Mortgage made on this tenth day of June in the year eighteen hundred and seventy eight by me Samuel Griminger of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of two hundred and ten 83/100 dollars, now due from me the said Samuel Griminger to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Samuel Griminger, do hereby bargain and sell to the said Frederick Mertens, the following property: one Canal Boat called "W. H. Price" and three mules (two bay horse mules called Buck and Bill, one black horse mule called Dick) and the harness that are now used with said mules, and also the Boat rig now on the Canal Boat "W. H. Price," including cooking stove and furniture on said Boat. Provided that if I the said Samuel Griminger shall pay to the said Frederick Mertens or his assigns the said sum of two hundred and ten 83/100 dollars, with the interest thereon from the date hereof in installments of twenty five dollars each for all the trips made by said Canal Boat called "W. H. Price," in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of two hundred and ten 83/100 dollars is paid, with the interest thereon. Provided, said whole sum and interest be paid on or before the first day of January in the year eighteen hundred and seventy nine, then this Mortgage shall be void. And I, the said Samuel Griminger do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said F. Mertens or his assigns may, and is hereby authorized to seize said Mules and Boat, and said harness, boat rig, and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Samuel Griminger, or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: D. Blocher

Samuel Griminger {Seal}

State of Maryland, Allegany County, to wit: On this tenth day of June in the year of our Lord, eighteen hundred and seventy eight, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Samuel Griminger and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said 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.

D. Blocher, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Deed Book 52, page 85, 7/1/1878.

At the request of Theodore Embrey this Agreement &c. was recorded July 1<sup>st</sup> 1878, at 3:10 P.M.

This Agreement and Evidence of Sale made and entered into this 5<sup>th</sup> day of June in the year eighteen hundred and seventy eight by and between A. H. Brandt of the City of Washington, D.C. and Theodore Embrey of the Town of Williamsport, Washington County, Maryland. Witnesseth, that whereas the said A. H. Brandt is indebted unto the said Embrey in a note for the sum of six hundred and thirty nine dollars, due the eleventh day of June 1878. And is also indebted unto him in another note and due bill in the sum of eight hundred and sixty eight dollars, payable to the order of Charles Robb, and now held and owned by the said Theodore Embrey and upon which there is a small credit. And whereas the said Embrey has agreed to take and receive full payment and satisfaction of said sums of money, a transfer and assignment of all the right, title and interest of the said Brandt in and to the Canal Boats: "Edward R. Rinehart," "J. E. Coulehan" and the "City of Hamburg." Therefore in consideration of the premises and one dollar cash, in hand paid the said Brandt by the said Embrey, the receipt whereof is hereby acknowledged, the said A. H. Brandt does grant, bargain and sell unto the said Theo. Embrey all his right, title and interest in and to: First: the said Canal Boat "Edward R. Rinehart" which will more fully appear by reference to a mortgage from George Wyatt to James Read and which Mortgage was assigned to said A. H. Brandt and is recorded in Liber T. L. No. 45, folio 455, one of the Land Records of Allegany County, Maryland; 2nd All his right, title and interest in and to the Canal Boat "J. E. Coulehan" which will more fully appear by reference to a Mortgage from William A. Kimble to said A. H. Brandt, recorded in Liber T. L. No. 45, folio 594, one of the Land Records of Allegany County aforesaid; And 3rd All my right, title and interest in and to the said Canal Boat "City of Hamburg" which will more fully appear by reference to a Mortgage from Thomas E. Jackson to John Wilson and which Mortgage was assigned by said Wilson to said A. H. Brandt and recorded in Liber T. L. No. 46, folio 625, one of the Land Records of Allegany County. The above sale and transfer is made subject to the transfer to Fred Mertens by the said A. H. Brandt of the 12th day of May 1877 which reads as follows, to wit: This is to certify that I have this day transferred or assigned to Frederick Mertens one mortgage from George Wyatt to James Read, assigned by said Read to me, said Mortgage recorded in Liber T. L. No. 45, folio 455, also one mortgage from William A. Kimble to me recorded in Liber T. L. No. 45, folio 594, also one mortgage from Thomas E. Jackson to John Wilson assigned by said Wilson to me and recorded in Liber T. L. No. 46, folio 625.

Now it is truly agreed between the said Frederick Mertens and me, A. H. Brandt that said assignments made as collateral security for the notes drawn by me and payable to said Mertens: one note dated March 21st 1877, payable ninety days after date for the sum of five hundred dollars, one note for three hundred and sixty five dollars and twenty five cents, dated May 12th 1877 payable sixty days after date, and the other note for four hundred and seventy eight dollars and fifty nine cents dated May 12th 1877 payable ninety days after date and upon the payment of all of said notes, said Mertens is to reassign said Mortgage to me the said Brandt, but in case of default in payment of said notes, or nay of them, the said Mertens may proceed to foreclose all of said Mortgages upon default of the payments therein specified, and to collect the trippage therein reserved as well as to pursue his remedy at law in said notes.

Provided that if the said Mertens shall not in all recover more than the face of said three notes, with interest thereon and costs incurred in the proceedings at law in case of default.

Witness our hands and seals this 12th day of May 1877.

(Signed) Frederick Mertens {Seal}  
A. H. Brandt {Seal}

I, F. Mertens agree that before proceeding to foreclose any of the above Mortgages, I will give unto said Brandt or his Administrator or Executor, thirty days notice of my intention so to do, be registered letter mailed to him at Washington, D.C.

(Signed) F. Mertens

Which said notes mentioned in the above agreement between the said Mertens and Brandt, the said Embrey is to have delivered over to the said Brandt as soon as they are satisfied and fully paid in accordance with the said Agreement.

Witness our hands and seals.

Test: Herman E. Fuller

A. H. Brandt {Seal}

Theo. Embrey {Seal}

State of Maryland, County of Washington: I hereby certify that on this 29th day of June 1878, personally appeared Theodore Embrey & signed the above Instrument of writing in my presence. Witness my hand and seal this 29th day of June A.D. 1878

J. L. Motter, Notary Public

Allegany County Courthouse, Cumberland, Md., Deed Book 52, page 88, 7/2/1878.

At the request of Frederick Mertens this Mortgage was recorded July 2<sup>nd</sup> 1878, at 3:50 P.M.

This Mortgage made on this 29th day of June in the year eighteen hundred and seventy eight by me J. A. Kaiser of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of two hundred and eighty seven and 98/100 dollars, now due from me the said J. A. Kaiser to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said J. A. Kaiser, do hereby bargain and sell to the said Frederick Mertens, the following property: one Canal Boat called "F. H. Offutt" and three mules (one black mare mule, one black horse mule and one light sorrel mare mule) and the harness that are now used with said mules, and also the Boat rig now on the Canal Boat "F. H. Offutt," including cooking stove and furniture on said Boat. Provided that if I the said J. A. Kaiser shall pay to the said Frederick Mertens or his assigns the said sum of two hundred and eighty seven & 98/100 dollars, with the interest thereon from the date hereof in installments of twenty dollars each for all the trips made by said Canal Boat called "F. H. Offutt," or any other Canal Boat on which said Mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of two hundred and eighty seven & 98/100 dollars is paid, with the interest thereon. Provided, said whole sum and interest be paid on or before the first day of July in the year eighteen hundred and seventy nine, then this Mortgage shall be void. And I, the said J. A. Kaiser do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said F. Mertens or his assigns may, and is hereby authorized to seize said Boat and Mules, or any of them, and said harness, boat rig, and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said J. A. Kaiser.

In witness whereof I have subscribed my name and affixed my seal.

Teste: Andrew Gonder

John A. Kaiser {Seal}

State of Maryland, Allegany County, to wit: On this 29<sup>th</sup> day of June in the year of our Lord, eighteen hundred and seventy eight, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, J. A. Kaiser and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said 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.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Deed Book 52, page 89, 7/9/1878.

At the request of Frederick Mertens this Mortgage was recorded July 9<sup>th</sup> 1878, at 3:45 P.M.

This Mortgage made on this 29<sup>th</sup> day of June in the year eighteen hundred and seventy eight by me Louisa Atwell of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of six hundred thirty one and 41/100 dollars, now due from me the said Louisa Atwell to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Louisa Atwell, do hereby bargain and sell to the said Frederick Mertens, the following property: one Canal Boat called "Albert Zeigler" and four mules (one black horse mule, two bay mare mules and one light sorrel mare mule) and the harness that are now used with said mules, and also the Boat rig now on the Canal Boat "Albert Zeigler," including cooking stove and furniture on said Boat. Provided that if I the said Louisa Atwell shall pay to the said Frederick Mertens or his assigns the said sum of six hundred thirty one and 41/100 dollars, with the interest thereon from the date hereof in installments of forty dollars each for all the trips made by said Canal Boat called "Albert Zeigler," or any other Canal Boat on which said mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of six hundred thirty one and 41/100 dollars is paid, with the interest thereon. Provided, said whole sum and interest be paid on or before the first day of July in the year eighteen hundred and seventy nine, then this Mortgage shall be void. And I, the said Louisa Atwell do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said Boat and Mules, or any of them, and said harness, boat rig, and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Louisa Atwell.

In witness whereof I have subscribed my name and affixed my seal.

Teste: Alexander King, J.P.

her

Louisa X Atwell {Seal}  
mark

State of Maryland, Allegany County, to wit: On this 29<sup>th</sup> day of June in the year of our Lord, eighteen hundred and seventy eight, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Louisa Atwell and acknowledged the foregoing Mortgage to be her act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said 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.

Alexander King, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Deed Book 52, page 91, 7/2/1878.

At the request of Frederick Mertens this Deed was recorded July 2<sup>nd</sup> 1878, at 3:50 P.M.

This Deed made on this first day of July 1878 by me Henry Teeters, of the City of Cumberland, Maryland. Witnesseth, that for and in consideration of the sum of eleven hundred and ninety five dollars and thirty cents paid me by Frederick Mertens of said City. I the said Henry Teeters do grant, bargain, sell and hereby convey unto the said Frederick Mertens the Canal Boat "Belle Resley" and the furniture thereon and the harness and boat rig belonging thereto, also four mules, the team of said boat, described as follows: two black horse mules called "Bill" and "Tom" respectively, one bay horse mule called "Jack" and one bay mare mule called "Sis."

Witness my hand and seal.

Teste: Fred Williams

his  
Henry X Teeters {Seal}  
mark

State of Maryland, Allegany County, SS: I hereby certify that on this 1<sup>st</sup> day of July 1878, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Henry Teeters and acknowledged the above deed to be his act and deed. Also at the same time personally appeared before me Frederick Mertens, the grantee in above deed, and made oath in due form of law that the consideration set forth in the above deed is true and bona fide, as therein set forth.

Andrew Gonder, J. P.



Allegany County Courthouse, Cumberland, Md., Deed Book 52, page 261, 9/19/1878.

At the request of Frederick Mertens this Bill of Sale was recorded Sept. 19<sup>th</sup> 1878, at 11:30 A.M.

Received of Frederick Mertens one hundred dollars in full of all my right, title and interest in boat "M. A. West," harness and rig on said boat. Also three mules on said boat (one bay mare mule, one dark bay mule and one bright bay mule, one called "puss" one "Ned" and the third called "Jennie"), the above is in full of all accounts to date.

Witness my hand and seal this eighteenth day of September in the year 1878.

Teste: J. B. Widener

Wm. Conrad {Seal}

State of Maryland, Allegany County, to wit: On this 18<sup>th</sup> day of September in the year of our Lord eighteen hundred and seventy eight, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, William Conrad and acknowledged the aforegoin Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said foregoing Mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

J. B. Widener, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Deed Book 52, page 695, 4/30/1879.

At the request of Frederick Mertens this Mortgage was recorded April 30<sup>th</sup> 1879.

This Mortgage, made by us on this first day of April in the year eighteen hundred and seventy nine, by us T. E. Thrasher and W. L. Thrasher of Loudoun County, East Virginia, we are now indebted to Frederick Mertens in the sum of six hundred and fifty dollars (\$650.00). Second we have given our four negotiable notes therefor, of even date herewith, payable in 6, 9, 12 and 15 months after date, with interest from date, said three first notes being for one hundred and fifty dollars each, and the fourth note being for two hundred dollars, respectively, in consideration thereof, we the said T. E. Thrasher and W. L. Thrasher, do grant unto the said Frederick Mertens the Canal Boat called H. R. Talbott. Provided that if we the said T. E. thrasher and W. L. Thrasher, shall pay to the said Frederick Mertens or his assigns, the said noted on maturity thereof, with interest from the date, then this Mortgage shall be void. And if we the said T. E. Thrasher and W. L. Thrasher do hereby covenant and agree that on default in the payment of any of said hereinbefore mentioned notes, the said Frederick Mertens or his assigns may and is hereby authorized to seize the said Boat called "H. R. Talbott" and sell the same to the highest bidder for cash whenever the same may be seized and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still sue to him, and all expenses attending the sale and seizure, and if then there be any overplus, to pay the same to us the said T. E. Thrasher and W. L. Tharasher, or our assigns.

In Witness whereof we have subscribed our names and affixed our seals.

Teste: Andrew Gonder

T. E. Thrasher {Seal}

William E. Thrasher {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 1<sup>st</sup> day of April 1879, before the subscriber personally appeared T. E. Thrasher and W. L. Thrasher and acknowledged the aforegoin instrument to be their act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 1<sup>st</sup> day of April 1879, before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared before me Frederick Mertens, Mortgagee, and made oath on the Holy Evangely of Almighty God that the consideration set forth in said aforegoing 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.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Deed Book 53, page 51, 5/10/1879.

At the request of Frederick Mertens this Mortgage was recorded May 10<sup>th</sup> 1879, at 10:10 A.M.

This Mortgage made on this 7<sup>th</sup> day of May in the year eighteen hundred and seventy nine by me Annie M. Riley of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of five hundred five and 84/100 dollars, now due from me the said Annie M. Riley to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Annie M. Riley, do hereby bargain and sell to the said Frederick Mertens, the following property: one black mare mule, one black horse mule, one bright bay mare mule, one mouse colored mare mule and one mouse colored horse mule and the harness that are now used with said mules, and also the Boat rig now on the Canal Boat "W. E. Turner," including cooking stove and furniture on said Boat. Provided that if I the said Annie M. Riley shall pay to the said Frederick Mertens or his assigns the said sum of five hundred five and 84/100 dollars, with the interest thereon from the date hereof in installments of fifteen dollars each for all the trips made by said Canal Boat called "W. E. Turner," or any other Canal Boat on which said mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of five hundred five and 84/100 dollars is paid, with the interest thereon. Provided, said whole sum and interest be paid on or before the first day of July in the year eighteen hundred and eighty, then this Mortgage shall be void. And I, the said Annie M. Riley do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said Mules, or any of them, and said harness, boat rig, and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Annie M. Riley or my assigns..

In witness whereof I have subscribed my name and affixed my seal.

Teste: Andrew Gonder

Annie M. Riley {Seal}

State of Maryland, Allegany County, to wit: On this seventh day of May in the year of our Lord, eighteen hundred and seventy nine, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Annie M. Riley and acknowledged the foregoing Mortgage to be her act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said 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.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Deed Book 53, page 83, 5/23/1879.

At the request of F. Mertens this Mortgage was recorded May 23<sup>rd</sup> 1879, at 10:30 A.M.

This Mortgage made on this seventeenth day of May in the year eighteen hundred and seventy nine by me Samuel Griminger of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of four hundred and seventy 11/100 dollars, now due from me the said Samuel Griminger to Frederick Mertens of Allegany County, and State of Maryland and in order to secure the payment thereof to the said Frederick Mertens, I the said Samuel Griminger, do hereby bargain and sell to the said Frederick Mertens, the following property: one Canal Boat called the "W. M. Price" and mules (three bay horse mules, "Jack," "Bill" & "Morgen" and one black horse mule called "Dick"), and the harness that are now used with said mules, and also the Boat rig now on the Canal Boat "W. M. Price," including cooking stove and furniture on said Boat. Provided that if I the said Samuel Griminger shall pay to the said Frederick Mertens or his assigns the said sum of four hundred and seventy 11/100 dollars, with the interest thereon from the date hereof in installments of twenty dollars each for all the trips made by said Canal Boat called "W. M. Price" in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland, until the entire sum of four hundred and seventy 11/100 dollars is paid, with the interest thereon. Provided, said whole sum and interest be paid on or before the first day of January in the year eighteen hundred and eighty, then this Mortgage shall be void. And I, the said Samuel Griminger do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said Frederick Mertens or his assigns may, and is hereby authorized to seize said Boat, Mules and said harness, boat rig, and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized, and taken, after first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said Samuel Griminger or my assigns.

In witness whereof I have subscribed my name and affixed my seal.

Teste: Andrew Gonder

Samuel Griminger {Seal}

State of Maryland, Allegany County, to wit: On this seventeenth day of May in the year of our Lord, eighteen hundred and seventy nine, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Samuel Griminger and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said 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.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Deed Book 53, page 248, 9/15/1879.

At the request of Frederick. Mertens this Bill of Sale was recorded September 15th 1879, at 11:50 A.M.

I, Charles Sorrels of Alexandria, Va., in consideration of two hundred and fifty dollars (\$250.00) paid me by Frederick Mertens of Allegany County, Maryland, do hereby bargain and sell to the said Frederick Mertens, the following property, as viz: one Canal Boat called the "Horrie & Willie Wools."

Witness my hand and seal this ninth day of September in the year eighteen hundred & seventy nine.

Teste: Andrew Gonder

his  
Richard X Sorrels {Seal}  
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this ninth day of September in the year A. D. 1879, before me, the subscriber, a Justice of the Peace of the said State in and for the County aforesaid, personally appeared Richard Sorrels and did acknowledge the foregoing Bill of Sale to be his act, and at the same time before me also appeared Frederick Mertens, and made oath in due form of law that the consideration in the said Bill of Sale is true and bona fide, as therein set forth.

Andrew Gonder, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Deed Book 53, page 263, 9/30/1879.

At the request of Frederick Mertens this Bill of Sale was recorded Sept. 30<sup>th</sup> 1879, @ 2 P.M.

I G. W. Carterville of Allegany County, Md., in consideration of the sum of thirteen and 40/100 (\$13.11) dollars, paid me by Frederick Mertens of Allegany County, Maryland, do hereby bargain and sell to the said Frederick Mertens the following property, as viz: one black horse mule.

Witness my hand and seal this twenty-sixth day of September in the year eighteen hundred and seventy nine.

Teste: Andrew Gonder

his  
G. W. X Carterville {Seal}  
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty-sixth day of September in the year A. D. 1879, before me, the subscriber, a Justice of the Peace of the said State in and for the County aforesaid, personally appeared G. W. Centerville and did acknowledge the foregoing Bill of Sale to be his act, and at the same time before me also appeared Frederick Mertens, and made oath in due form of law that the consideration in the said Bill of Sale is true and bona fide, as therein set forth.

Andrew Gonder, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Deed Book 54, page 65, 6/11/1879.

At the request of Frederick. Mertens this Bill of Sale was recorded June 11th 1879, at 11:30 A.M.

Received of Frederick Mertens, two hundred dollars in full of all my right, title and interest in three mules now on Boat "Katie & Addie" as viz: Two dun horse mules and one dark horse mule, harness and one boat ramp, the above is in full of all accounts to date.

Witness my hand and seal this seventh day of June in the year 1879.

Teste: John R. Brooke

H. Paxton {Seal}

State of Maryland, Allegany County, to wit: On this 7th day of June in the year of our Lord eighteen hundred and seventy nine, personally appeared before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Henry Paxton and acknowledged the foregoing Mortgage to be his act, and at the same time also appeared before me Frederick Mertens, and made oath in due form of law that the consideration set forth in said 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.

John R. Brooke, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Deed Book 54, page 219, 11/11/1879.

At the request of Frederick. Mertens this Bill of Sale was recorded November 11th 1879, at 2:58 P.M.

We, Charles Atwell and Louisa Atwell of Frederick County, Maryland, in consideration of three hundred and thirty six and 97/100 (\$336.97) dollars, paid us by Frederick Mertens of Allegany County, Maryland, do hereby bargain and sell to the said Frederick Mertens, the following property, as viz: one Canal Boat called the "Albert Zeigler" and four mules (one black horse mule called "Tom," one sorrel mare mule called "Skip," one dark bay mare mule called "Beck" and one mouse colored mare mule called "Mag"), also four full sets of harness and cabin rig.

Witness our hands and seals this seventeenth day of October in the year eighteen hundred & seventy nine.

Teste: Andrew Gonder

C. M. Atwell {Seal}

her

Louisa X Atwell {Seal}

mark

State of Maryland, Allegany County, to wit: I hereby certify that on this seventeenth day of October in the year 1879, A.D. before me, the subscriber, a Justice of the Peace of the said State in and for the County aforesaid, personally appeared Charles Atwell and Louisa Atwell and did acknowledge the foregoing Bill of Sale to be their act, and at the same time before me also appeared Frederick Mertens, and made oath in due form of law that the consideration in the said Bill of Sale is true and bona fide, as therein set forth.

Andrew Gonder, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].



Allegany County Courthouse, Cumberland, Md., Deed Book 54, page 381, 3/2/1880.

At the request of Frederick. Mertens this Bill of Sale was recorded March 2<sup>nd</sup> 1880, at 2:10 P.M.

I, N. A, Long, of Allegany County, Maryland, in consideration of two hundred and forty five 38/100 (\$245.38) dollars, paid me by Frederick Mertens of Allegany County, Maryland, do hereby bargain and sell to the said Frederick Mertens, the following property, as viz: one Canal Boat called the "D. R. Long."

Witness my hand and seal this sixth day of February in the year eighteen hundred and eighty.

Teste: Andrew Gonder

N. A. Long {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this sixth day of February in the year A. D. 1880, before me, the subscriber, a Justice of the Peace of the said State in and for the County aforesaid, personally appeared N. A. Long and did acknowledge the foregoing Bill of Sale to be his act, and at the same time before me also appeared Frederick Mertens, and made oath in the due form of law that the consideration in the said Bill of Sale is true and bona fide, as therein set forth.

Andrew Gonder, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Deed Book 57, page 93, 10/24/1881.

At the request of Fred'k. Mertens this Bill of Sale was recorded October 24th 1880, @ 3 P.M.

I, William F. Smith of Allegany County, and State of Maryland, in consideration of five hundred and fifty dollars, paid me by Frederick Mertens of Allegany County, State of Maryland, do hereby bargain and sell to the said Frederick Mertens, the following property, to wit: one black mare mule called "Bird," one bay mare mule called "Beck," one black horse mule called "Dick" and one sorrel mare mule called "Maud" also four sets of harness, Cabin rig and fall boards now on boat "Lizzie K."

Witness my hand and seal this 21<sup>st</sup> day of October in the year eighteen hundred and eighty one.

Teste: John R. Brooke

William F. Smith {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 21<sup>st</sup> day of October in the year eighteen hundred and eighty one. before the subscriber, a Justice of the Peace in and for the State and County aforesaid, personally appeared William F. Smith and did acknowledge the foregoing Bill of Sale to be his act and deed, and at the same time personally appeared the aforesaid Frederick Mertens, and made oath in due form of law that the consideration in the foregoing Bill of Sale is true and bona fide, as therein set forth.

John R. Brooke, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Deed Book 57, page 85, 10/26/1881.

At the request of Frederick Mertens this Bill of Sale was recorded Oct. 26<sup>th</sup> 1881, @ 9:30 A.M.

I, Wm. H. Ritter of Allegany County, and State of Maryland, in consideration of four hundred and twenty dollars, paid me by Frederick Mertens of Allegany County, State of Maryland, do hereby bargain and sell to the said Frederick Mertens, the following property, to wit: Books & accounts, stove, C. oil can & pump, hose, awning, q lot Queensware, 1 lot tobacco, 1 lot crackers, 1 lot lanterns, 1 lot soapine, 1 lot glassware, 1 lot C. combs, 1 lot coffee, 1 lot w. boards, 1 lot notions, 1 lot molasses, 1 lot Y. powder, 1 lot horse brushes, 1 lot jars, 1 lot buckets, 1 lot C. oil, 1 lot pepper, 1 lot can goods, 1 lot yea cans, 1 lot indigo blue, 1 lot Vinegar, 1 lot mustard, 1 lot hardware, 1 lot coal oil cans, 1 lot blacking, 1 lot druggs, 1 lot reflectors, 1 lot tea & starch, 1 lot shovels & brooms, 1 lot corn strach, 1 lot ess of coffee, 1 spring wagon & harness, ½ doz. chairs, 1 table, 1 lounge, 1 wash stand, 1 coffee mill, 1 stove, 2 show cases, 1 ice box, 1 cheese box, 1 tobacco cutter, 2 scales.

Witness my hand and seal this 26<sup>th</sup> day of October in the year eighteen hundred and eighty one.

Teste: John R. Brooke

Wm. H. Ritter {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 26<sup>th</sup> day of October in the year eighteen hundred and eighty one. before the subscriber, a Justice of the Peace in and for the State and County aforesaid, personally appeared Wm. H. Ritter and did acknowledge the foregoing Bill of Sale to be his act and deed, and at the same time personally appeared the aforesaid Frederick Mertens, and made oath in due form of law that the consideration in the foregoing Bill of Sale is true and bona fide, as therein set forth.

John R. Brooke, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Deed Book 56, page 478, 4/25/1881.

At the request of Frederick Mertens this Bill of Sale was recorded April 25<sup>th</sup> 1881, @ 3 P.M.

I, John Callin of Allegany County, and State of Maryland, in consideration of four hundred and forty and 48/100 dollars, paid me by Frederick Mertens of Allegany County, State of Maryland, do hereby bargain and sell to the said John Callin [sic. Frederick Mertens], the following property, to wit: one Canal Boat called "George Hughes."

Witness my hand and seal this 18<sup>th</sup> day of April in the year eighteen hundred and eighty one.

Teste: Andrew Gonder

John Callin {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 18<sup>th</sup> day of April in the year eighteen hundred and eighty one. before the subscriber, a Justice of the Peace in and for the State and County aforesaid, personally appeared John Callin and did acknowledge the foregoing Bill of Sale to be his act and deed, and at the same time personally appeared the aforesaid Frederick Mertens, and made oath in due form of law that the consideration in the foregoing Bill of Sale is true and bona fide, as therein set forth.

Andrew Gonder, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Deed Book 56, page 589, 5/24/1881.

At the request of Frederick Mertens this Bill of Sale was recorded May 24<sup>th</sup> 1881, @ 1:58 P.M.

I, William Conrad of Allegany County, and State of Maryland, in consideration of six hundred dollars, paid me by Frederick Mertens of Allegany County, State of Maryland, do hereby bargain and sell to the said Frederick Mertens, the following property, to wit: four mules and four sets of harness (one dun horse mule called "George," one bay mare mule called "Queen," one bay mare mule called "Puss" and one sorrel horse mule called "Jack."

Witness my hand and seal this 18<sup>th</sup> day of May in the year eighteen hundred and eighty one.

Teste: J. B. Widener

William Conrad {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 18<sup>th</sup> day of May in the year eighteen hundred and eighty one. before the subscriber, a Justice of the Peace in and for the State and County aforesaid, personally appeared William Conrad and acknowledged the foregoing Bill of Sale to be his act and deed.

J. B. Widener, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Deed Book 56, page 358, 4/6/1881.

At the request of Frederick Mertens this Bill of Sale was recorded April 6<sup>th</sup> 1881, @ 11:07 A.M.

I, Henry Teeters of Allegany County, Maryland, in consideration of six hundred and ninety-two 84/100 (\$692.84) [dollars], paid me by Frederick Mertens of Allegany County, State of Maryland, do hereby bargain and sell to the said Frederick Mertens, the following property, viz: five mules (two black horse mules called "Bill" and "Tom," one bay horse mule called "Jack," one bay mare mule called "Siss" and one mare mule called "Bird") also five sets of harness now used on said mules.

Witness my hand and seal.  
Teste: Andrew Gonder

his  
Henry X Teeters {Seal}  
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this 31<sup>st</sup> day of March in the year eighteen hundred and eighty one, personally appeared before the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Henry Teeters and did acknowledge the above Bill of Sale to be his act, and did also at the same time personally appeared before me Frederick Mertens and made oath in due form of law that the consideration in the above Bill of Sale is true and bona fide as therein set forth.

Andrew Gonder, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Deed Book 55, page 373, 8/4/1881.

At the request of Frederick Mertens this Bill of Sale was recorded August 4<sup>th</sup> 1881, @ 2 P.M.

I, George Berns of Allegany County and State of Maryland, in consideration of two hundred and seventy five dollars, paid me by Frederick Mertens of Allegany County, State of Maryland, do hereby bargain and sell to the said Frederick Mertens, the following property, to wit: one black horse mule, one sorrel mare mule, one sorrel horse mule and one dun mare mule, also four sets of harness and cabin rig now used on Boat called "Lillie & May."

Witness my hand and seal this third day of August in the year eighteen hundred and eighty one.

Teste: Andrew Gonder

his  
George X Berns {Seal}  
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this 3<sup>rd</sup> day of August in the year eighteen hundred and eighty one, before the subscriber, a Justice of the Peace in and for the State and County aforesaid, personally appeared George Berns and did acknowledge the foregoing Bill of Sale to be his act and deed, and did also at the same time personally appeared the aforesaid Frederick Mertens and made oath in due form of law that the consideration stated in the foregoing Bill of Sale is true and bona fide as therein set forth.

Andrew Gonder, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Deed Book 55, page 263, 5/18/1881.

At the request of Frederick Mertens this Bill of Sale was recorded May 18<sup>th</sup> 1881, @ 2:43 P.M.

I, Robert D. Bartley of Allegany County, Maryland, in consideration of four hundred & twelve dollars, paid me by Frederick Mertens of Allegany County, State of Maryland, do hereby bargain and sell to the said Frederick Mertens, the following property, to wit: one dark bay mare mule called "Nellie," one light bay horse mule called "Bill," one light gray mare mule called "Sis" and one gray mare mule called "Kate" also four sets of harness, two fall boards and one boat awing, all on boat "Laura."

Witness my hand and seal this 13th day of May in the year eighteen hundred and eighty one.

Teste: Andrew Gonder

his  
Robert D. X Bartley {Seal}  
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this 13<sup>th</sup> day of May in the year eighteen hundred and eighty one. before the subscriber, a Justice of the Peace for the State and County aforesaid, personally appeared Robert D. Bartley and did acknowledge the foregoing Bill of Sale to be his act and deed, and at the same time personally appeared the aforesaid Frederick Mertens and made oath in due form of law that the consideration stated in the foregoing Bill of Sale is true and bona fide as therein set forth.

Andrew Gonder, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].



Allegany County Courthouse, Cumberland, Md., Deed Book 57, page 2, 9/1/1882.

At the request of F. Mertens this Bill of Sale was recorded Sept. 1<sup>st</sup> 1881, @ 2:15 P.M.

I, Patrick Gauley of Allegany County, and State of Maryland, in consideration of seven hundred and fifty dollars, paid me by Frederick Mertens of Allegany County, State of Maryland, do hereby bargain and sell to the said Frederick Mertens, the following property, to wit: one sorrel mare mule called "Katie," one dark horse mule called "Jim," one broen mare mule called "Rose" one dark bay horse mule called "Frank," and one black horse mule called "Jack" also five sets of harness, two fall boards, two feed troughs, lines, one cabin stove and cabin rig, the above is all on boat "Henry Hane-Kamp."

Witness my hand and seal this 25th day of August in the year eighteen hundred and eighty one.

Teste: J. Wm. Jones

Patrick D. Gauley {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 25<sup>th</sup> day of Sugust in the year eighteen hundred and eighty one. before the subscriber, a Justice of the Peace in and for the State and County aforesaid, personally appeared Patrick Gauley and did acknowledge the foregoing Bill of Sale to be his act and deed, and at the same time personally appeared the aforesaid Frederick Mertens and made oath in due form of law that the consideration stated in the foregoing Bill of Sale is true and bona fide as therein set forth.

J. Wm. Jones, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Deed Book 58, page 347, 6/8/1882.

At the request of Frederick Mertens this Bill of Sale was recorded June 8<sup>th</sup> 1882, @ 2:35 P.M.

I, W. N. Hudson of Allegany County, and State of Maryland, in consideration of two hundred dollars, paid me by Frederick Mertens of Allegany County, State of Maryland, do hereby bargain and sell to the said Frederick Mertens, the following property, to wit: one black horse mule called "Dick," one bay mare mule called "Queen," also two sets of harness, one cooking stove and one short fall board now on boat called "Laura."

Witness my hand and seal this 24th day of May in the year eighteen hundred and eighty two.

Teste: John R. Brooke

W. N. Hudson {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 24<sup>th</sup> day of May in the year eighteen hundred and eighty two, before the subscriber, a Justice of the Peace in and for the State and County aforesaid, personally appeared W. N. Hudson and did acknowledge the foregoing Bill of Sale to be his act and deed, and at the same time personally appeared the aforesaid Frederick Mertens and made oath in due form of law that the consideration stated in the foregoing Bill of Sale is true and bona fide as therein set forth.

John R. Brooke, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Deed Book 59, page 11, 8/3/1882.

At the request of F. Mertens this Bill of Sale was recorded August 3<sup>rd</sup> 1882, @ 12:30 P.M.

I, James Keady of Allegany County, and State of Maryland, in consideration of one hundred and fifty one 92/100 dollars, paid me by F. Mertens of Allegany County, State of Maryland, do hereby bargain and sell to the said F. Mertens, the following property, to wit: one bay horse mule, one gray mare mule, one dun mare mule and one dark mare mule.

Witness my hand and seal this 26th day of July in the year eighteen hundred and eighty two.

Teste: Andrew Gonder

James Keady {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 26<sup>th</sup> day of July in the year eighteen hundred and eighty two, before the subscriber, a Justice of the Peace in and for the State and County aforesaid, personally appeared James Keady and did acknowledge the foregoing Bill of Sale to be his act and deed, and at the same time personally appeared the aforesaid F. Mertens and made oath in due form of law that the consideration stated in the foregoing Bill of Sale is true and bona fide as therein set forth.

Andrew Gonder, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Deed Book 59, page 67, 9/9/1882.

At the request of Frederick Mertens this Bill of Sale was recorded Sept. 9<sup>th</sup> 1882, @ 2:30 P.M.

I, L. B. Pierce of Allegany County, and State of Maryland, in consideration of one hundred one dollars, paid me by Frederick Mertens of Allegany County, State of Maryland, do hereby bargain and sell to the said Frederick Mertens, the following property, to wit: four mules: one black mare mule called "Sis," one gray mare mule called "May," two dark bay horse mules, four sets of harness and boat rig.

Witness my hand and seal this second day of September in the year eighteen hundred and eighty two.

Teste: Andrew Gonder

L. B. Pierce {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this second day of September in the year eighteen hundred and eighty two, before the subscriber, a Justice of the Peace in and for the State and County aforesaid, personally appeared L. B. Pierce and did acknowledge the foregoing Bill of Sale to be his act and deed, and at the same time personally appeared the aforesaid Frederick Mertens and made oath in due form of law that the consideration stated in the foregoing Bill of Sale is true and bona fide as therein set forth.

Andrew Gonder, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Deed Book 59, page 67, 9/9/1882.

At the request of Frederick Mertens this Bill of Sale was recorded Sept 9<sup>th</sup> 1882, @ 2:30 P.M.

I, Levi Cartwright of Allegany County, and State of Maryland, in consideration of three hundred and fifty dollars, paid me by Frederick Mertens of Allegany County, State of Maryland, do hereby bargain and sell to the said Frederick Mertens, the following property, to wit: one black horse mule, one black mare mule and one mouse colored mare mule, also three sets of harness now on Canal Boat called "Sarah B."

Witness my hand and seal this 7th day of September in the year eighteen hundred and eighty two.

Teste: Andrew Gonder

Levi Cartwright {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 7<sup>th</sup> day of September in the year eighteen hundred and eighty two, before the subscriber, a Justice of the Peace in and for the State and County aforesaid, personally appeared Levi Cartwright and did acknowledge the foregoing Bill of Sale to be his act and deed, and at the same time personally appeared the aforesaid Frederick Mertens and made oath in due form of law that the consideration stated in the foregoing Bill of Sale is true and bona fide as therein set forth.

Andrew Gonder, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Deed Book 59, page 97, 9/21/1882.

At the request of Frederick Mertens this Bill of Sale was recorded Sept 21<sup>st</sup> 1882, @ 12:02 P.M.

I, William F. P. Parker of Allegany County, and State of Maryland, in consideration of five hundred and twenty-five dollars, paid me by Frederick Mertens of Allegany County, State of Maryland, do hereby bargain and sell to the said Frederick Mertens, the following property, to wit: one black horse mule called "Dick," one black mare mule called "Bird," two bay mare mules called "Maud" and "Beck," also 4 sets of harness, 2 fall boards (1 long and 1 short), one boat awning, one cabin stove & fixtures, one boat pump, one iron stake and one bow lamp.

Witness my hand and seal this 19th day of September in the year eighteen hundred and eighty two.

Teste: Andrew Gonder

William F. P. Parker {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 19<sup>th</sup> day of September in the year eighteen hundred and eighty two, before the subscriber, a Justice of the Peace in and for the State and County aforesaid, personally appeared William F. P. Parker and did acknowledge the foregoing Bill of Sale to be his act and deed, and at the same time personally appeared the aforesaid Frederick Mertens and made oath in due form of law that the consideration stated in the foregoing Bill of Sale is true and bona fide as therein set forth.

Andrew Gonder, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Deed Book 59, page 114, 9/26/1882.

At the request of Frederick Mertens this Bill of Sale was recorded Sept 26<sup>th</sup> 1882, @ 1:15 P.M.

I, Daniel Gross of Allegany County, and State of Maryland, in consideration of two hundred dollars, paid me by Frederick Mertens of Allegany County, State of Maryland, do hereby bargain and sell to the said Frederick Mertens, the following property, to wit: one dark bay horse mule, one light bay mare mule, and three sets of harness, 2 fall boards (1 long and 1 short), one boat awning, one cabin stove & fixtures, one boat pump, one Canal Boat called "Wm. P. Wools."

Witness my hand and seal this twenty first day of September in the year eighteen hundred and eighty two.  
Teste: S. P. Warbaugh Daniel Gross {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 21<sup>st</sup> day of September in the year eighteen hundred and eighty two, before the subscriber, a Justice of the Peace in and for the State and County aforesaid, personally appeared Daniel Gross and did acknowledge the foregoing Bill of Sale to be his act and deed, and at the same time personally appeared the aforesaid Frederick Mertens and made oath in due form of law that the consideration stated in the foregoing Bill of Sale is true and bona fide as therein set forth.  
S. P. Warbaugh, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Deed Book 59, page 129, 9/30/1882.

At the request of Frederick Mertens this Bill of Sale was recorded September 30<sup>th</sup> 1882, @ 12:45 P.M.

I, James Moriarty of Allegany County, and State of Maryland, in consideration of two hundred and seventeen 25/100 dollars, paid me by Frederick Mertens of Allegany County, State of Maryland, do hereby bargain and sell to the said Frederick Mertens, the following property, to wit: one Canal Boat called the "B. L. Slack," the above is to be paid for in trippage at the rate of twenty dollars per trip, until the above amount is paid.

Witness my hand and seal this twenty first day of September in the year eighteen hundred and eighty two.

Teste: John R. Brooke

James Moriarty {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 21<sup>st</sup> day of September in the year eighteen hundred and eighty two, before the subscriber, a Justice of the Peace in and for the State and County aforesaid, personally appeared James Moriarty and did acknowledge the foregoing Bill of Sale to be his act and deed, and at the same time personally appeared the aforesaid Frederick Mertens and made oath in due form of law that the consideration stated in the foregoing Bill of Sale is true and bona fide as therein set forth.

John R. Brooke, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].



Allegany County Courthouse, Cumberland, Md., Deed Book 59, page 317, 12/13/1882.

At the request of Frederick Mertens this Bill of Sale was recorded Dec. 13<sup>th</sup> 1882, @ 12:30 P.M.

I, Z. T. Read of Allegany County, and State of Maryland, in consideration of two hundred and forty seven 74/100 dollars, paid me by Frederick Mertens of Allegany County, State of Maryland, do hereby bargain and sell to the said Frederick Mertens, the following property, to wit: one dark iron gray horse 4 years old with the following mark on his right hind hip \_\_\_\_ , and one black mare mule called "May."

Witness my hand and seal this eleventh day of December in the year eighteen hundred and eighty two.

Teste: S. P. Warbaugh  
his  
Zachariah X T. Read {Seal}  
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this eleventh day of December in the year eighteen hundred and eighty two, before the subscriber, a Justice of the Peace in and for the State and County aforesaid, personally appeared Z. T. Read and did acknowledge the foregoing Bill of Sale to be his act and deed, and at the same time personally appeared the aforesaid Frederick Mertens and made oath in due form of law that the consideration stated in the foregoing Bill of Sale is true and bona fide as therein set forth.

S. P. Warbaugh, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Deed Book 59, page 366, 12/30/1882.

At the request of Frederick Mertens this Bill of Sale was recorded Dec. 30<sup>th</sup> 1882, @ 3:45 P.M.

I, Norman B. Wilson of Allegany County, and State of Maryland, in consideration of one hundred dollars, paid me by Frederick Mertens of Allegany County, State of Maryland, do hereby bargain and sell to the said Frederick Mertens, the following property, to wit: three (3) dark bay horse mules named "Dock," "Jeff" and "Jack" also one (1) light bay mare mule named "Kate" and blind in one eye.

Witness my hand and seal this 21<sup>st</sup> day of December in the year eighteen hundred and eighty two.

Teste: S. P. Warbaugh

Norman B. Wilson{Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 21<sup>st</sup> day of December in the year eighteen hundred and eighty two, before the subscriber, a Justice of the Peace in and for the State and County aforesaid, personally appeared Norman B. Wilson and did acknowledge the foregoing Bill of Sale to be his act and deed, and at the same time personally appeared the aforesaid Frederick Mertens and made oath in due form of law that the consideration stated in the foregoing Bill of Sale is true and bona fide as therein set forth.

S. P. Warbaugh, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Deed Book 59, page 596, 4/10/1883.

At the request of Frederick Mertens this Bill of Sale was recorded April 10<sup>th</sup> 1883, @ 12:48 P.M.

I, Charles T. Atwell of Allegany County, and State of Maryland, in consideration of eight hundred and fifty dollars, paid me by Frederick Mertens of Allegany County, State of Maryland, do hereby bargain and sell to the said Frederick Mertens, the following property, to wit: one gray mare mule, one gray horse mule, one black horse mule, one bay mare mule, one mouse colored horse mule, 5 sets of harness, 5 bridles and five collars now on boat "J. W. McCardell."

Witness my hand and seal this 7th day of April in the year eighteen hundred and eighty three.

Teste: S. P. Warbaugh

Charles T. Atwell {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 7<sup>th</sup> day of April in the year eighteen hundred and eighty three, before the subscriber, a Justice of the Peace in and for the State and County aforesaid, personally appeared Charles Atwell and did acknowledge the foregoing Bill of Sale to be his act and deed. And at the same time personally appeared the aforesaid Frederick Mertens and made oath in due form of law that the consideration stated in the foregoing Bill of Sale is true and bona fide as therein set forth.

S. P. Warbaugh, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegheny County Courthouse, Cumberland, Md., Deed Book 59, page 612, 4/17/1883.

At the request of Frederick Mertens this Bill of Sale was recorded April 17<sup>th</sup> 1883, @ 3:05 P.M.

I, William Parker of Allegheny County, and State of Maryland, in consideration of two hundred and twenty five dollars, paid me by Frederick Mertens of Allegheny County, State of Maryland, do hereby bargain and sell to the said Frederick Mertens, the following property, to wit: two black mare mules, and one gray horse, also three sets of harness and cabin rig now on "Ferdinand Williams."

Witness my hand and seal this 9th day of April in the year eighteen hundred and eighty three.

Teste: Andrew Gonder

William Parker {Seal}

State of Maryland, Allegheny County, to wit: I hereby certify that on this 9<sup>th</sup> day of April in the year eighteen hundred and eighty three, before the subscriber, a Justice of the Peace in and for the State and County aforesaid, personally appeared William Parker and did acknowledge the foregoing Bill of Sale to be his act and deed. And at the same time personally appeared the aforesaid Frederick Mertens and made oath in due form of law that the consideration stated in the foregoing Bill of Sale is true and bona fide as therein set forth.

Andrew Gonder, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Deed Book 59, page 613, 4/18/1883.

At the request of Frederick Mertens this Bill of Sale was recorded April 18<sup>th</sup> 1883, @ 12:20 P.M.

I, Scott Davis of Allegany County, and State of Maryland, in consideration of six hundred and fifty dollars, paid me by Frederick Mertens of Allegany County, State of Maryland, do hereby bargain and sell to the said Frederick Mertens, the following property, to wit: two bay mare mules, one black horse mule and one mouse colored horse mule also four sets of harness, long & short fall boards and all the cabin rig now on Canal Boat "W. M. Montrey."

Witness my hand and seal this 17<sup>th</sup> day of April in the year eighteen hundred and eighty three.

Teste: S. P. Warbaugh

his  
Scott X Davis {Seal}  
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this 17<sup>th</sup> day of April in the year eighteen hundred and eighty three, before the subscriber, a Justice of the Peace in and for the State and County aforesaid, personally appeared Scott Davis and did acknowledge the foregoing Bill of Sale to be his act and deed, and at the same time personally appeared the aforesaid Frederick Mertens and made oath in due form of law that the consideration stated in the foregoing Bill of Sale is true and bona fide as therein set forth.

S. P. Warbaugh, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Deed Book 59, page 613, 4/23/1883.

At the request of Frederick Mertens this Bill of Sale was recorded April 23<sup>rd</sup> 1883, @ 2:05 P.M.

I, Kirk Field of Allegany County, and State of Maryland, in consideration of five hundred and nineteen 38/100 dollars, paid me by Frederick Mertens of Allegany County, State of Maryland, do hereby bargain and sell to the said Frederick Mertens, the following property, to wit: one sorrel horse, one bay mare mule, one bay horse mule and one black horse mule, four sets of harness & collars and bridles, two fall boards and cabin rig including lines, stoves, bedding, &c. now on Canal Boat "C. W. Porter."

Witness my hand and seal this 6th day of April in the year eighteen hundred and eighty three.

Teste: S. P. Warbaugh

his  
Kirk X Fields {Seal}  
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this 6<sup>th</sup> day of April in the year eighteen hundred and eighty three, before the subscriber, a Justice of the Peace in and for the State and County aforesaid, personally appeared Kirk Fields and did acknowledge the foregoing Bill of Sale to be his act and deed, and at the same time personally appeared the aforesaid Frederick Mertens and made oath in due form of law that the consideration stated in the foregoing Bill of Sale is true and bona fide as therein set forth.

S. P. Warbaugh, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Deed Book 59, page 629, 5/1/1883.

At the request of Frederick Mertens this Bill of Sale was recorded May 1<sup>st</sup> 1883, @ 12:35 P.M.

I, William Parker of Allegany County, and State of Maryland, in consideration of eighty nine & 50/100 dollars, paid me by Frederick Mertens of Allegany County, State of Maryland, do hereby bargain and sell to the said Frederick Mertens, the following property, to wit: one black horse mule and one long fall board including chains.

Witness my hand and seal this 27th day of April in the year eighteen hundred and eighty three.

Teste: Andrew Gonder

Wm. Parker {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 27<sup>th</sup> day of April in the year eighteen hundred and eighty three, before the subscriber, a Justice of the Peace in and for the State and County aforesaid, personally appeared William Parker and did acknowledge the foregoing Bill of Sale to be his act and deed, and at the same time personally appeared the aforesaid Frederick Mertens and made oath in due form of law that the consideration stated in the foregoing Bill of Sale is true and bona fide as therein set forth.

Andrew Gonder, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Deed Book 59, page 662, 5/11/1883.

At the request of Frederick Mertens this Bill of Sale was recorded May 11<sup>th</sup> 1883, @ 2:50 P.M.

I, Charles Fields of Allegany County, and State of Maryland, in consideration of four hundred and sixty dollars, paid me by Frederick Mertens of Allegany County, State of Maryland, do hereby bargain and sell to the said Frederick Mertens, the following property, to wit: one (1) sorrel mare mule called "Molly," one (1) black horse mule called "Dick," one (1) mouse colored horse mule called "George," one (1) black mare mule called "Queen," also four sets of harness and (1) one short fall board the above is now on Boat "Jeannette."

Witness my hand and seal this 8th day of May in the year eighteen hundred and eighty three.

Teste: S. P. Warbaugh

his  
Charles X Fields {Seal}  
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this eighth day of May in the year eighteen hundred and eighty three, before the subscriber, a Justice of the Peace in and for the State and County aforesaid, personally appeared Charles Fields and did acknowledge the foregoing Bill of Sale to be his act and deed, and at the same time personally appeared the aforesaid Frederick Mertens and made oath in due form of law that the consideration stated in the foregoing Bill of Sale is true and bona fide as therein set forth.

S. P. Warbaugh, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].



Allegany County Courthouse, Cumberland, Md., Mortgage Record TL1, page 303, 8/2/1883.

At the request of Frederick Mertens this Bill of Sale was recorded August 2<sup>nd</sup> 1883, @ 12:45 P.M.

I, William F. P. Parker of Allegany County, and State of Maryland, in consideration of one hundred and fifty dollars, paid me by Frederick Mertens of Allegany County, State of Maryland, do hereby bargain and sell to the said Frederick Mertens, the following property, to wit: one (1) blind mare mule, one (1) bay horse mule, two (2) bay mare mules, also (4) four sets harness, and boat rig now on Canal Boat "Nannie & Willie."

Witness my hand and seal this 24th day of July in the year eighteen hundred and eighty three.

Teste: S. P. Warbaugh

Wm. F. P. Parker {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 24<sup>th</sup> day of July in the year eighteen hundred and eighty three, before the subscriber, a Justice of the Peace in and for the State and County aforesaid, personally appeared William F. P. Parker and did acknowledge the foregoing Bill of Sale to be his act and deed, and at the same time personally appeared the aforesaid Frederick Mertens and made oath in due form of law that the consideration stated in the foregoing Bill of Sale is true and bona fide as therein set forth.

S. P. Warbaugh, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Mortgage Record TL1, page 309, 8/6/1883.

At the request of Frederick Mertens this Bill of Sale was recorded August 6<sup>th</sup> 1883, @ 12:40 P.M.

I, Lewis Helgoth of Allegany County, and State of Maryland, in consideration of eight hundred and ten dollars, paid me by Frederick Mertens of Allegany County, State of Maryland, do hereby bargain and sell to the said Frederick Mertens, the following property, to wit: one (1) one light gray mare mule, (1) one dark gray horse mule, (1) one dark bay horse mule, (1) one black horse mule, (1) one bay mare mule, (5) five sets harness, (1) one long fall board & (1) one short fall board, bow lamp, stove & pump now on Boat "T. F. McCardell."

Witness my hand and seal this first day of August in the year eighteen hundred and eighty three.

Teste: S. P. Warbaugh

Lewis Helgoth {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 24<sup>th</sup> day of July in the year eighteen hundred and eighty three, before the subscriber, a Justice of the Peace in and for the State and County aforesaid, personally appeared Lewis Helgoth and did acknowledge the foregoing Bill of Sale to be his act and deed, and at the same time personally appeared the aforesaid Frederick Mertens and made oath in due form of law that the consideration stated in the foregoing Bill of Sale is true and bona fide as therein set forth.

S. P. Warbaugh, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Mortgage Record TL1, page 345, 8/29/1883.

At the request of Frederick Mertens this Bill of Sale was recorded August 29<sup>th</sup> 1883, @ 12:39 P.M.

I, Z. T. Read of Allegany County, and State of Maryland, in consideration of two hundred and seventy three 34/100 dollars, paid me by Frederick Mertens of Allegany County, State of Maryland, do hereby bargain and sell to the said Frederick Mertens, the following property, to wit: (1) one bay mare mule called "Rose," (1) black mare mule called "Colle," (1) one black mare mule called "Bird," (1) one bay horse mule called "George," (1) one black mare mule called "Rose," and 5 sets harness, 5 collars, 5 bridles, 2 fall boards (Long & Short), also all the cabin rig pertaining to a Boat and cabin rig now on Canal Boat called "Burke Spencer."

Witness my hand and seal this 28th day of August in the year eighteen hundred and eighty three.

Teste: S. P. Warbaugh  
his  
Z. T. X Read {Seal}  
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this 28<sup>th</sup> day of August in the year eighteen hundred and eighty three, before the subscriber, a Justice of the Peace in and for the State and County aforesaid, personally appeared Z. T. Read and did acknowledge the foregoing Bill of Sale to be his act and deed, and at the same time personally appeared the aforesaid Frederick Mertens and made oath in due form of law that the consideration stated in the foregoing Bill of Sale is true and bona fide as therein set forth.

S. P. Warbaugh, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Mortgage Record TL 2, page 47, 4/23/1884.

At the request of Frederick Mertens this Bill of Sale was recorded April 23<sup>rd</sup> 1884, @ 12:30 P.M.

I, Charles M. Atwell of Allegany County, and State of Maryland, in consideration of one hundred and thirty seven 66/100 dollars, paid me by Frederick Mertens of Allegany County, State of Maryland, do hereby bargain and sell to the said Frederick Mertens, the following property, to wit: (1) one dark bay horse mule called "Jeff," (1) one dark bay mare mule called "Jim," (1) one bay horse mule called "Bill" and (4) four sets harness and boat rig and (2) fall boards, lines, stove, &c. all rig now on Boat "John Spencer."

Witness my hand and seal this 22<sup>nd</sup> day of April in the year eighteen hundred and eighty four.  
Teste: S. P. Warbaugh C. M. Atwell {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 22<sup>nd</sup> day of April in the year eighteen hundred and eighty four, before the subscriber, a Justice of the Peace in and for the State and County aforesaid, personally appeared Charles M. Atwell and did acknowledge the foregoing Bill of Sale to be his act and deed, and at the same time personally appeared the aforesaid Frederick Mertens and made oath in due form of law that the consideration stated in the foregoing Bill of Sale is true and bona fide as therein set forth.

S. P. Warbaugh, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Mortgage Record TL 2, page 97, 5/19/1884.

At the request of Frederick Mertens this Bill of Sale was recorded May 19<sup>th</sup> 1884, @ 12:35 P.M.

I, David Hoadley of Allegany County, and State of Maryland, in consideration of forty dollars, paid me by Frederick Mertens of Allegany County, State of Maryland, do hereby bargain and sell to the said Frederick Mertens, the following property, to wit: (1) one light mare mule now on Canal Boat called "Kittie."

Witness my hand and seal this 16<sup>th</sup> day of May in the year eighteen hundred and eighty four.

Teste: S. P. Warbaugh

David Hoadley {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 16<sup>th</sup> day of May in the year eighteen hundred and eighty four, before the subscriber, a Justice of the Peace in and for the State and County aforesaid, personally appeared David Hoadley and did acknowledge the foregoing Bill of Sale to be his act and deed, and at the same time personally appeared the aforesaid Frederick Mertens and made oath in due form of law that the consideration stated in the foregoing Bill of Sale is true and bona fide as therein set forth.

S. P. Warbaugh, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Mortgage Record TL 2, page 370, 12/10/1884.

At the request of Frederick Mertens this Bill of Sale was recorded December 10<sup>th</sup> 1884, @ 1:05 P.M.

I, John T. Reid of Allegany County, and State of Maryland, in consideration of fifty two & 99/100 dollars, paid me by Frederick Mertens of Allegany County, State of Maryland, do hereby bargain and sell to the said Frederick Mertens, the following property, to wit: one black mare mule, one black horse mule, one sorrel mare mule and one dark brown mare mule, four set harness the mules are now on the Boat "A. G. Johnson," also one gray horse mule, one brown horse, one bay mare mule and one sorrel horse mule and four sets harness now on Canal Boat "Henry Hane-Kamp."

Witness my hand and seal this 28<sup>th</sup> day of November in the year eighteen hundred and eighty four.

Teste: S. P. Warbaugh

John T. Reid {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 28<sup>th</sup> day of November in the year eighteen hundred and eighty four, before the subscriber, a Justice of the Peace in and for the State and County aforesaid, personally appeared John T. Reid and did acknowledge the foregoing Bill of Sale to be his act and deed, and at the same time personally appeared the aforesaid Frederick Mertens and made oath in due form of law that the consideration stated in the foregoing Bill of Sale is true and bona fide as therein set forth.

S. P. Warbaugh, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].

Allegany County Courthouse, Cumberland, Md., Mortgage Record TL 4, page 348, 4/5/1887.

At the request of Frederick Mertens this Bill of Sale was recorded April 5<sup>th</sup> 1887, @ 4:20 P.M.

I, John Callin of Allegany County, and State of Maryland, in consideration of one hundred and sixty dollars, paid me by Frederick Mertens of Allegany County, State of Maryland, do hereby bargain and sell to the said Frederick Mertens, the following property, to wit: one bay mare mule called "Bird," one black horse mule called "Rock" blind, also two sets of harness, collars, bridles & halters now on boat called "Delaware."

Witness my hand and seal this 22<sup>nd</sup> day of March in the year eighteen hundred and eighty seven.

Teste: Alex. King

John Callin {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 22<sup>nd</sup> day of March in the year eighteen hundred and eighty seven, before the subscriber, a Justice of the Peace in and for the State and County aforesaid, personally appeared John Callin and did acknowledge the foregoing Bill of Sale to be his act and deed, and at the same time personally appeared the aforesaid Frederick Mertens and made oath in due form of law that the consideration stated in the foregoing Bill of Sale is true and bona fide as therein set forth.

Alexander King, J. P.

Deed of Release recorded in Mortgage Record TL 21, folio 183 &c [dated 11/27/1896 @ 2:30 P.M.].