COMPILATION OF JOHN YOUNG CANAL BOAT MORTGAGES 1850- 1865 ALLEGANY COUNTY, MD

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## A. PREFACE

After some research in the Allegany County Courthouse records, the General Index to Miscellaneous Instruments (Vol. A to J and Vol. K to Z) was found and it was from that second volume that the following records were found. All the canal boat related mortgages were transcribed, including those for livestock so that the reader may have a fuller understanding of economic considerations of the time.

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

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John Young Canal Boat Mortgages 1850 - 1865						
Owner's Name	Book	Page	Date Recorded	Boat's Name	Purchase Cost	
George P. Mong & John Gwinner	6	249	7/11/1850	Elizabeth	\$661	
Edward Dunn & Hugh Murphy	7	157	3/19/1851	John G. Stone	\$600	
Matthew Corrigan	7	414	6/28/1851	Osprey	\$900	
David Mansfield	8	85	1/3/1852	Elizabeth & 2 Horses	\$1,150	
Alexander Holland	8	777	11/1/1852	A. C. Green	\$902.43	
Michael Weisel	9	83	11/29/1852	Good Intent	\$810.67	
Charles S. Darrow	11	122	4/3/1854	John G. Lynn, Jacob F. Taylor John G. Stone	\$1,400	
Jacob Philip Roman	12	133	10/10/1854	John G. Stone, Jacob F. Taylor, John G. Lynn & 8 Mules	\$600	
Borden Mining Co.	12	339	12/19/1854	Westmoreland, John G. Stone, John G. Lynn Jacob F. Taylor	\$3,000	
Michael Weisel Release of Mortgage	13	476	10/10/1855	Good Intent	\$810.67	
Borden Mining Co.	14	22	3/8/1856	William Borden, John R. Masters, Superior, Five Brothers, Five Sisters, Santa Anna & General Simpson Unnamed boat	\$5,000	
Jacob Philip Roman Release of Mortgage	14	454	5/22/1856	John G. Stone, Jacob F. Taylor, John G. Lynn & 8 Mules	\$600	
Robert Anderson	15	335	9/20/1856	2 Mules	\$250	
Philip T. McDonald & James E. McDonald	15	537	4/4/1857	Five Brothers	\$1,250	
Robert Anderson	15	555	4/11/1857	2 Mules	\$270	
Robert Anderson	15	556	4/11/1857	John R. Masters	\$1,350	
James Morgan	15	557	4/11/1857	William Borden	\$1,400	
John Oliver	15	585	4/28/1857	Five Sisters & 4 Mules	\$1,850	
Edward Crane	15	635	5/21/1857	Excelsior & 4 Mules	\$2,200	
John March	15	636	5/21/1857	4 Mules	\$600	
Philip T. McDonald & James E. McDonald	16	161	7/20/1857	3 Horses & 4 sets of harness	\$267	

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George A. Moler	17	4	4/20/1858	Santa Anna	\$1,200
Joseph McCoy	17	6	4/20/1858	Five Sisters	\$1,040
Lafayette Franklin & David C. Edwards	17	46	5/11/1858	3 Mules	\$300
Daniel Miller	17	47	5/11/1858	J. C. McCoy & 4 Mules	\$2,100
John Young	17	415	11/3/1858	J. H. McCoy	\$1,725
Samuel Black	18	101	4/19/1859	Five Sisters & 5 Mules	\$1,590
Daniel F. T. Castle	18	306	9/7/1859	Rainbow & 4 Mules	\$1,895
Albert Zeigler	19	216	8/31/1860	Santa Anna & 4 Mules	\$1,300
John McMullen	19	221	8/31/1860	1 Mule & 2 Horses	\$190
James Dixon	19	608	4/18/1861	General Simpson & 1 Horse & 4 Mules	\$1,500
Edward McDermott	20	96	4/3/1862	2 Mules	\$190
Jeremiah Jackson	20	146	5/6/1862	3 Mules	\$330
Oliver Boley	20	236	5/27/1862	Anna Rinehart	\$1,377
Edward McDermott	20	238	5/27/1862	Jacob Brengle	\$1,301
John Mallon	20	363	7/25/1862	Col. S. Moore	\$250
Albert Zeigler Release of Mortgage	22	367	2/22/1865	Santa Anna	\$1,300

Allegany County Courthouse, Cumberland, MD, Deed Book 6, p 249, 7/11/1850.

At the request of John Young the following chattel mortgage was recorded July 11th 1850.

This Indenture made this 11th day of July in the year of our Lord one thousand eight hundred and fifty between George P. Mong and John Gwinner of Allegany County in the State of Maryland of the one part, and John Young of the same County and State of the other part: Whereas the said George P. Mong and John Gwinner stand indebted unto the said John Young in the sum of six hundred & sixty one dollars current money with legal interest thereon from this date, and for which the said George P. Mong and John Gwinner have this day executed their eight serial single bills to the said John Young payable in the sums and at the times following, that is to say: one single bill for the sum of fifty dollars payable thirty days after the date hereof; one single bill for the sum of fifty dollars payable sixty days after the date hereof; one single bill for the sum of one hundred & twenty five dollars payable four months after the date hereof; four single bills for the sum of one hundred dollars each payable in five, six, seven and eight months respectively after the date hereof; and one other single bill for the sum of thirty six dollars payable nine months after the date hereof, as by reference to the said single bills all bearing even date herewith will more fully and at large appear. And in order to secure the payment of the said single bills with the interest thereon to the said John Young as they shall respectively arrive at maturity, the said George P. Mong & John Gwinner are willing to execute these presents.

Now therefore this Indenture Witnesseth that the said George P. Mong & John Gwinner for and in consideration of their above recited indebtedness & also in further consideration of the sum of five dollars current money to them in hand paid by the said John Young at and before the ensealing and delivery of these presents the receipt of which they do hereby acknowledged have granted, bargained and sold & by these presents do grant, bargain, sell, alien and confirm unto the said John Young, his executors, administrators & assigns, all and singular the following described property, that is to say: One Canal Boat ninety feet long & fourteen feet wide (which was built by said John Young at his boat yard in Cumberland & was by him sold to the said George P. Mong & John Gwinner). To have and To hold the said Canal Boat above described hereby bargained and sold unto the said John Young, his executors, administrators and assigns, forever.

Provided always & upon this condition that if the said George P. Mong and John Gwinner their executors, administrators & assigns shall well and truly pay or cause to be paid unto the said John Young, his executors, administrators or assigns, the several sums of money with the accruing interest thereon mentioned & specified in the above recited single bills and as they respectively arrive at maturity, without any deduction or abatement whatsoever then & in such case these presents and every matter and thing herein contained shall cease and be null and void, anything herein to the contrary thereof in any wise notwithstanding. And the said John Young doth hereby covenant, promise and agree to and with the said George P. Mong & John Gwinner in manner & form following, that is to say: that in case the water should not be let into the Chesapeake & Ohio Canal so as to be navigable from the Town of Cumberland to Georgetown within two months from this date, that then he the said John Young will indulge & postpone the payment of the above recited single bill for the sum of one hundred and twenty five dollars falling due four months after its date & of all the other single bills falling due respectively in five, six, seven, eight & nine months after their date & will not demand or enforce payment of the said single bill payable in four months until sixty days after the water shall be so let into the Canal as to make it navigable to Georgetown as aforesaid, and

will also postpone the payment of the said other single bills for thirty days each after the single bills above mentioned payable in four months shall have by the terms of this covenant become due and payable upon condition however that the said George P. Mong and John Gwinner shall pay to the said John Young the sum of fifty dollars monthly on account of their indebtedness to him as shown by the single bills, and further in case after the water is let into the Canal it should freeze up so as to become un-navigable by boats, that then the said John Young shall also postpone the payment of the single bills for thirty days each until after it shall be opened & become navigable by boats. In testimony whereof the said George P. Mong & John Gwinner & the said John Young have severally subscribed their names and affixed their seals on the day & year first hereinbefore written.

Signed, sealed & delivered	Geo. P. Mong {Seal}
in presence of	John Gwinner {Seal}
George M. Blocher	John Young {Seal}

State of Maryland, Allegany County, to wit: Be it remembered & it is hereby certified that on this 11th day of July in the year of our Lord one thousand eight hundred fifty before the subscriber a Justice of the Peace of the State of Maryland in and for said Allegany County, personally appeared George P. Mong & John Gwinner & do severally acknowledge the foregoing indenture or instrument to be their respective act & deed. And at the same time & place also appeared before me John Young the mortgagee & grantee in the said indenture named and made oath that the consideration set forth in the said indenture or instrument of writing is true and bona fide as therein set forth. In Witness whereof I hereunto subscribe my name on the day & year aforesaid.

Geo. M. Blocher, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 7, p 157, 3/19/1851.

At the request of John Young the following mortgage was recorded March 19th 1851.

This Indenture made this 19th day of March in the year of our Lord one thousand eight hundred and fifty one between Edward Dunn and Hugh Murphy of Allegany County in the State of Maryland of the one part, and John Young of the same County & State of the other part: Whereas the said Edward Dunn and Hugh Murphy are indebted unto the said John Young in the sum of six hundred dollars current money, as will more fully, and at large appear by reference to their right several promissory notes all bearing even date herewith and each for the sum of seventy five dollars, and payable with interest from the date thereof in one, two, three, four, five, six, seven & eight months after date, and for the purpose of further securing the payment of the said sum of money with the interest thereon, in the sums and at the times mentioned and specified in the said notes, the said parties are willing to execute these presents. (The notes above mentioned are also signed by Patrick Dunn as surety for the said parties.)

Now therefore this Indenture witnesseth that the said Edward Dunn and Hugh Murphy for and in consideration of the said sum of six hundred dollars owing as aforesaid to the said John Young and for the better securing the payment thereof with the interest thereon and also in consideration of the further sum of one dollar to them in hand paid by the said John Young at and before the sealing and delivery of these presents, the receipt of which they do hereby acknowledge, have granted, bargained and sold and by these presents do grant, bargain & sell unto the said John Young, his executors, administrators & assigns, all that Canal Boat now running on the Chesapeake & Ohio Canal called "John G. Stone" and which said boat was built by the said John Young in his boat yard at Cumberland and was by him sold to the said Edward Dunn and Hugh Murphy. To have and To hold unto the said John Young his executors and assigns the said Canal Boat called "John G. Stone" to the only proper use, benefit and behoof of the said John Young his executors, administrators and assigns, forever.

Provided always that if the said Edward Dunn and Hugh Murphy shall pay or cause to be paid unto the said John Young, the several sums of money mentioned and specified in the said notes with the interest thereon at the time or times the said notes shall respectively become due and payable, so that the whole sum of six hundred dollars shall be fully paid & satisfied to the said John Young within eight months from this date, then the above instrument of writing shall be void, else to be and remain in full force and virtue in law.

In witness whereof the said Edward Dunn & Hugh Murphy have hereunto subscribed their names and affixed their seals on the day & year first hereinbefore written.

Signed, sealed & delivered in presence of Andrew Gonder Edward Dunn {Seal} Hugh Murphy {Seal}

State of Maryland, Allegany County, to wit: On this 19th day of March Anno Domini 1851 before the subscriber a Justice of the Peace of and for said State and County, personally appeared Edward Dunn & Hugh Murphy who are personally known to me to be the persons named and described as & professing to be the party grantors to the foregoing instrument of writing and did severally acknowledge the said indenture or instrument of writing to be their respective act & deed. And at the same time and place also personally appeared before me the subscriber John Young the mortgagee & grantee in the said indenture named and made oath on the Holy Evangely of Almighty God that the consideration set forth in the said mortgage or instrument of writing is true and bona fide as therein set forth. In Witness whereof I hereunto subscribe my name on the day & year aforesaid. Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 7, p 414, 6/28/1851.

At the request of John Young the following mortgage was recorded June 28th 1851.

This Indenture made this twenty seventh day of June in the year of our Lord one thousand eight hundred and fifty one between Matthew Corrigan of Allegany County in the State of Maryland of the one part, and John Young of the same County and State of the other part: Whereas the said Matthew Corrigan stands indebted unto the said John Young in the sum of nine hundred dollars current money, payable in monthly installments of fifty dollars each in one, two, three, four, five, six, seven, eight, nine, ten, eleven, twelve, thirteen, fourteen, fifteen, sixteen, seventeen & eighteen months respectively from this date and for which the said Matthew Corrigan hath this day executed his eighteen several promissory notes for the said sum of fifty dollars each and severally payable at the times above specified. And Whereas in order to secure the payment of the said sum of money at the time the said several monthly installments thereof shall become due and payable, the said Matthew Corrigan is willing to execute these presents. Now Therefore this Indenture Witnesseth that the said Matthew Corrigan hath for and in consideration of the said sum of nine hundred dollars due and owing to the said John Young and for the better securing the payment thereof as aforesaid, and also for and in consideration of the sum of five dollars current money of the United States to him in hand paid by the said John Young at and before the sealing and delivery of these presents, the receipt of which he doth hereby acknowledge, granted, bargained & sold and by these presents do grant, bargain & sell unto the said John Young, his executors, administrators & assigns, all that Canal Boat known by the name of "Osprey" with all the accruements & appurtenances thereunto belonging. To have and To hold the same unto the said John Young his executors and assigns to the only proper use, benefit and behoof of the said John Young his heirs and assigns, forever.

Provided always and it is the true intent and meaning of these presents, and of the parties hereunto, that if the said Matthew Corrigan, his executors, administrators and assigns, do and shall well and truly pay or cause to be paid unto the said John Young, his executors, administrators or assigns, the said sum of nine hundred dollars current money in monthly installments of fifty dollars each at the times the said monthly installments shall respectively become due & payable - (the failure to pay either installment to be a breach of this condition) - without any deduction or abatement whatsoever, then and in such case these presents and every matter & thing therein contained to be utterly null and void anything herein to the contrary hereof in any wise notwithstanding.

In witness whereof the said Matthew Corrigan hath hereunto subscribed his name and affixed his seal on the day & year first hereinbefore written.

Matthew Corrigan {Seal}

Signed, sealed & delivered in presence of Andrew Gonder

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this twenty seventh day of June in the year of our Lord one thousand eight hundred and fifty one before the subscriber a Justice of the Peace of the State of Maryland in and for said Allegany County, personally appeared the above named Matthew Corrigan and acknowledged within and aforegoing indenture or instrument of writing to be their respective act & deed. And I further certify that at the same time & place also appeared before me the subscriber John Young the mortgagee & grantee in

the said instrument of writing named and made oath on the Holy Evangely of Almighty God that the consideration set forth in the said mortgage or indenture is true and bona fide as therein set forth. In Witness whereof I hereunto subscribe my name on the day & year aforesaid. Andrew Gonder, J.P. Allegany County Courthouse, Cumberland, MD, Deed Book 8, p 85, 1/3/1852.

At the request of David Mansfield the following Bill of Sale was recorded Jan. 3rd 1852.

This Indenture made this third day of January in the year of our Lord one thousand eight hundred and fifty two between John Young, John B. Owings and John Gwinner of Allegany County in the State of Maryland of the one part, and David Mansfield now of the same County and State of the other part: Whereas the said John Young holds a certain chattel mortgage on the Canal Boat hereinafter mentioned bearing date on the eleventh day of July in the year 1850 and recorded among the Land Records of Allegany County in Liber H. B. No. 6, folio 249 & 250 executed by the said John Gwinner and a certain George P. Mong to secure the payment to the said John Young of the sum of six hundred and sixty one dollars current money as by reference to the said chattel mortgage will fully and at large appear; And whereas also the said George P. Mong afterwards sold all his interest in said Canal Boat to the said John B. Owings for a valuable consideration; And whereas also the said John B. Owings and John Gwinner have fully paid and satisfied to the said John Young and his assigns the whole debt and interest intended to be secured by the aforesaid chattel mortgage; And whereas also the said John B. Owings and John Gwinner have sold the said Canal [Boat] together with the other property hereinafter described unto the said David Mansfield, and for the purpose of conveying the complete legal as well as equitable title to the said Canal Boat and other property, the said John Young, John B. Owings and John Gwinner have agreed to execute these presents.

Now Therefore this Indenture Witnesseth that the said John Young for and in consideration of the payment and satisfaction of the debt and interest thereon, secured by the aforesaid chattel mortgage, and the said John B. Owings and John Gwinner for and in consideration of the sum of one thousand one hundred and fifty dollars current money of the United States to them in hand paid by the said David Mansfield, at and before the sealing and delivery of these presents, the receipt of which they do hereby acknowledge, have granted, bargained and sold, and by these presents do grant, bargain and sell unto the said David Mansfield, his executors, administrators and assigns, all that Canal Boat called "Elizabeth" being the same Canal Boat mentioned and described in the chattel mortgage above mentioned, and all the right, title and interest of the said John Young and the said John B. Owings and John Gwinner and each of them, of, in and to the same and whether possessed or held jointly or otherwise; And the said John B. Owings and John Gwinner for the aforesaid consideration do hereby grant, bargain and sell unto the said David Mansfield, his executors, administrators and assigns, all the following described goods and chattels, that is to say: one sorrel horse, one bay mare and all the cooking utensils, bedding, lines and all other furniture of every description belonging to the said Canal Boat and used in and about the same: (Actual possession of which said Canal Boat, horses, and all other property hereby bargained and sold hath this day been delivered to the said David Mansfield). To have and To hold all and singular the said Canal Boat and other property above described and hereby bargained and sold unto him the said David Mansfield, his executors, administrators and assigns, forever, and to his and their only proper use and behoof.

In testimony whereof the said John Young, John B. Owings and John Gwinner have hereunto respectively set their names and seals on the day & year first hereinbefore written.

Signed, sealed & delivered in presence of J. B. Widener John Young {Seal} John B. Owings {Seal} John Gwinner {Seal} State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this third day of January in the year of our Lord one thousand eight hundred and fifty two before the subscriber a Justice of the Peace of the State of Maryland in and for said Allegany County, personally appeared the above named John Young, John B. Owings and John Gwinner, parties granters to the foregoing instrument of writing and severally acknowledged the said indenture or instrument of writing to be their respective act & deed. And at the same time and place also personally appeared before me David Mansfield party grantee named in the said instrument of writing and made oath on the Holy Evangely of Almighty God that the consideration set forth in the said instrument of writing is true and bona fide as therein set forth. In Witness whereof I have hereunto subscribed my name on the day & year aforesaid.

J. B. Widener, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 8, p 777, 11/1/1852.

At the request of Alexander Holland the following Bill of Sale was recorded November 1st 1852.

This Indenture made this first day of November in the year one thousand eight hundred and fifty two, between John Young of Allegany County, State of Maryland of the one part, and A. Holland of Allegany County and State aforesaid of the other part: Whereas the said John Young owes and stands justly indebted to the said A. Holland as follows: a promissory note dated Cumberland, October the eleventh eighteen hundred and fifty two, for the sum of four hundred and fifty dollars, with interest from date, payable at the Cumberland Bank, sixty days after date - one other promissory note dated Cumberland, October the eighteenth 1852, for the sum of four hundred and fifty two dollars and forty three cents, with interest from date, payable at the Cumberland Bank sixty days after date - and to secure the payment of the above notes is willing to execute these presents.

Now this Indenture Witnesseth, that the said John Young, for and in consideration of the premises, and of the sum of five dollars, current money, to him in hand paid by the said A. Holland 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 do grant, bargain and sell unto the said A. Holland, his executors, administrators and assigns, a Canal Boat called the "A. C. Green" - To Have and to Hold the said Canal Boat "A. C. Green" unto the said A. Holland, his executors, administrators and assigns, to his and their own use & behoof; Provided always and it is declared to be the true intent and meaning of these presents, that if the said John Young do and shall well and truly pay or cause to be paid unto the said A. Holland, his executors, administrators or assigns, the full sum of the aforementioned promissory notes, in current money, with legal interest for the same on or before the first day of November eighteen hundred and fifty three, (said John Young agrees to renew every sixty days said two promissory notes up to the first day of November next, if not paid before that time) then and in such case these presents and every matter and thing herein contained shall cease, determine and be utterly null and void to all intents and purposes, anything herein contained to the contrary notwithstanding.

Signed, sealed & delivered in presence of John White John Young {Seal}

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this first day of November in the year eighteen hundred and fifty two, before me the subscriber, a Justice of the Peace in and for said Allegany County, State of Maryland, personally appeared John Young, he being known to me to be the person who is named and described as and professing to be a party to the foregoing deed or indenture, and doth acknowledge the said indenture or instrument of writing to be his act and deed. And at the same time appeared before me A. Holland the grantee in said deed or indenture, and made oath that the consideration therein set forth is true and bona fide as therein set forth. In Witness whereof I hereunto subscribe my name on the day & year aforesaid.

John White, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 9, p 83, 11/29/1852.

At the request of Michael Weisel the following Mortgage was recorded November 29th 1852.

This Indenture made this twenty ninth day of November in the year of our Lord eighteen hundred and fifty two, between John Young of Allegany County, in the State of Maryland of the one part, and Michael Weisel of the same County & State aforesaid of the other part: Whereas the said John Young stands indebted unto the said Michael Weisel in the sum of eight hundred and ten dollars and sixty seven cents upon two several promissory notes drawn by the said John Young in favor of the said Michael Weisel negotiable and payable at the Cumberland Bank of Allegany County; the one bearing date on the 16th day of October in the year 1852 for the sum of three hundred and forty eight dollars & sixty seven cents, with interest from date, and the other bearing date on the 23rd day of November in the year 1852, for the sum of four hundred and sixty two dollars, with interest from date - and each note duly stamped with the State of Maryland twenty five cent stamp. And whereas the said John Young is desirous of securing to the said Michael Weisel the payment of the said sums of money in said promissory notes specified, with interest as aforesaid, and for that purpose is willing to execute these presents.

Now this Indenture Witnesseth, that the said John Young, for and in consideration of the premises aforesaid and for and in consideration of the sum of five dollars, current money, to him in hand paid by the said Michael Weisel at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained and sold, aliened & enfeoffed, and by these presents doth grant, bargain and sell, align, enfeoff, convey and confirm unto the said Michael Weisel, his heirs and assigns, one Canal Boat called the "Good Intent" now used by said John Young in the transportation of coal on the Chesapeake and Ohio Canal. - To Have and to Hold said Canal Boat unto the said Michael Weisel, his heirs and assigns, to his and their only proper use and benefit; Provided always and it is declared to be the true intent and meaning of these presents, and if the said John Young do and shall well and truly pay or cause to be paid unto the said Michael Weisel, his executors, administrators or assigns, the said sum of money in the said two several promissory notes specified, with interest as aforesaid, on or before the first day of November next, then these presents & every matter & thing herein contained shall cease, determine and be utterly null and void, notwithstanding anything herein contained to the contrary. - And the said John Young hereby agrees to renew said notes every sixty days until paid, up to the first day of November 1853. - In testimony whereof the said John Young has hereunto set his hand and seal on the day and year first above written.

Signed, sealed & delivered in presence of interlineations made before signing. Andrew Gonder John Young {Seal}

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 29th day of November in the year eighteen hundred and fifty two, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared John Young, he being known to me to be the person who is named and described as and professing to be a party grantor in the foregoing named, and acknowledged the same to be his act and deed for the purposes therein mentioned. And at the same time also appeared Michael Weisel, the mortgagee therein

named, and made oath in due form of law that the consideration therein set forth is true and bona fide as therein set forth. Acknowledged & sworn before:

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 11, p 122, 4/3/1854.

At the request of Charles S. Darrow the following Bill of Sale was recorded April 3rd 1854.

Know all men by these presents that John Young of Allegany County in the State of Maryland for and in consideration of the sum of fourteen hundred dollars current money to him in hand paid by said Charles S. Darrow of the County and State aforesaid at and before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained and sold, aliened, assigned, transferred and made over and by these presents doth grant, bargain and sell, alien, assign, transfer and make over unto him the said Charles S. Darrow, his executors, administrators and assigns, all the following mentioned and described goods and chattels, that is to say, one Canal Boat called the "John G. Lynn," one Canal Boat called and known as the "Jacob F. Taylor" and one Canal Boat called and known as the "John G. Stone" which said several canal boats above mentioned and described and hereby bargained and sold are now in or on the Chesapeake and Ohio Canal, or tributaries thereto, in said Allegany County and State of Maryland, in the possession of said John Young and run between Cumberland and the City of Alexandria. To Have and To Hold the aforesaid three canal boats unto him the said Charles S. Darrow, his executors, administrators and assigns, forever; all which said three boats the said John Young has put the said Charles S. Darrow in full possession by delivery to the said Charles S. Darrow one of the tow ropes thereof at the ensealing and delivery of these presents in the name of the whole premises hereby bargained and sold. And the said John Young hath covenanted, promised and agreed and by these presents doth covenant, promise and agree to and with the said Charles S. Darrow the aforesaid three Canal Boats unto the said Charles S. Darrow, his executors, administrators and assigns, will truly and forever defend by these presents. Witness whereof the said John Young hath herewith subscribed his name and affixed his seal on the twenty fifth day of March in the year eighteen hundred and fifty four. Signed, sealed and delivered

in the presence of John White, J.P.

John Young {Seal}

State of Maryland, Allegany County, to wit: Be it remembered that on this twenty fifth day of March in the year eighteen hundred and fifty four, before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared the above named John Young who is personally known to me to be the party grantor in the aforegoing Bill of Sale and acknowledged said Bill of Sale to be his act and deed. And at the same time before me the said Justice of the Peace as aforesaid personally appeared Charles S. Darrow who is personally known to me to be the party granter in the aforegoing Bill of Sale and made oath on the Holy Evangely of Almighty God that the consideration expressed in the aforegoing Bill of Sale is true and bona fide as therein expressed. In witness whereof I have hereunto subscribed my name on the day and year aforesaid.

Acknowledged and sworn before:

John White, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 12, p 133, 10/10/1854.

At the request of Jacob Philip Roman the following deed was recorded Oct. 10th 1854.

Know all men by these presents that I, John Young of Allegany County in the State of Maryland for and in consideration of the sum of six hundred dollars current money to me in hand paid by J. Philip Roman of the County and State aforesaid at and before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained and sold, assigned, transferred and made over and by these presents do grant, bargain and sell unto him the said J. Philip Roman, the following goods and chattels, that is to say, one Canal Boat called the "John G. Stone," and canal boat called and known as the "Jacob F. Taylor" one Canal Boat called "John G. Lynn" which said three canal boats are now on the Chesapeake and Ohio Canal, running in a line between Cumberland and Alexandria duly registered at Georgetown, in the District of Columbia, also eight mules being the same eight mules which said John Young bought from J. Philip Roman and Charles S. Darrow Trustees of the Parker Vein Coal Company, which said eight mules are now in Allegany County in the State of Maryland. To Have and To Hold all and singular the said goods, boats and mules above bargained and sold or mentioned as intended so to be, to the said J. Philip Roman, his executors, administrators and assigns, forever. And I the said John Young for myself, my executors and administrators all and singular the above bargained and sold property unto the said J. Philip Roman, his executors, administrators and assigns, against the claims of all persons whatsoever will warrant and forever defend firmly by these presents. Witness whereof I, the said John Young, hath hereunto set my name & affixed my seal on the eleventh day of October in the year 1854. Signed, sealed and delivered

in the presence of J. B. Widener, J.P.

John Young {Seal}

State of Maryland, Allegany County, to wit: Be it remembered that on this eleventh day of October in the year 1854, before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared the above named John Young who is personally known to me to be the person who is named & described as and professing to be the party grantor to the aforegoing bill of sale and acknowledged said Bill of Sale to be his act and deed. And at the same time before me the said Justice personally appeared the above named J. Philip Roman party grantee in said Bill of Sale and made oath on the Holy Evangely of Almighty God that the consideration set forth in said Bill of Sale is true and bona fide as therein set forth. Witness my hand on the day and year aforesaid. J. B. Widener, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 12, p 339, 12/19/1854.

At the request of the Borden Mining Company the following Mortgage was recorded Dec. 19th 1854.

This Indenture made this nineteenth day of December in the year of our Lord one thousand eight hundred and fifty four, between John Young of Allegany County, in the State of Maryland of the one part, and the Borden Mining Company incorporated by the Act of the General Assembly of Maryland of the other part: Whereas the said John Young may now be indebted to the said Company and whereas the said Company contemplates making further advances to said Young not to exceed in the whole the sum of three thousand dollars and whereas the said John Young envisions to secure and to make safe to said Company the money which may now be due it and such future assurances it may hereafter make not to exceed in total the aforesaid sum of three thousand dollars, now this indenture witnesseth, that the said John Young, for and in consideration of the premises and of the further sum of five dollars, current money, to him in hand paid by the said Company 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 Borden Mining Company, its successors and assigns, all and singular the property hereinafter particularly mentioned and expressed, that is to say Canal Boats "Westmoreland," "John G. Stone," "John G. Lynn" and "Jacob F. Taylor." To Have and to Hold all and singular the said property unto the said Company, its successors and assigns, by its and their own use and behoof. Provided always and it is declared to be the true intent and meaning of these presents, and if the said John Young do and shall well and truly pay or cause to be paid unto the said Company, its successors or assigns, the money which may now be due it by said Young and such future assurances it may hereafter make, not to exceed in both the aforesaid sum of three thousand dollars on or before the first day of July eighteen hundred & fifty five (1855) then and in such case these presents and every matter and thing herein contained to the contrary notwithstanding shall be null and void. In witness whereof the said John Young has hereunto set his hand and seal on the day and year first above written.

Signed, sealed & delivered in presence of John Young {Seal} The words "by said Young" on 12th line from top of first page interlined before sealing & delivery. John White

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 19th day of December 1854, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for the County of Allegany aforesaid, personally appeared John Young, he being personally known to me to be the person who is named and described as and professing to be a party to the foregoing deed or indenture, and acknowledged the same to be his act and deed. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

John White, J.P.

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Allegany County Courthouse, Cumberland, MD, Deed Book 13, p 476, 10/10/1855.

At the request of John Young the following Mortgage was recorded Oct. 10th 1855.

This Indenture made this third day of August in the year eighteen hundred and fifty five, between Michael Wiesel of Allegany County, in the State of Maryland of the one part, and John Young of the County and State aforesaid of the other part: Whereas the said John Young by indenture of Mortgage bearing date on the 21st day of November 1852 duly executed, acknowledged and recorded among the Land records of said County in Liber H. R. No. 9, folio 83, did for and in consideration of the sum of eight hundred and ten dollars and sixty seven cents, current money, grant, bargain and sell, alien, enfeoff and confirm unto the said Michael Wiesel, his heirs and assigns, one Canal Boat called "Good Intent" as by reference to the said deed of Mortgage will more fully and at large appear and whereas the said John Young hath fully paid and satisfied to him the said Michael Wiesel the above mentioned sum of money and interest thereon, he the said Michael Wiesel doth agree to execute this instrument of writing as a full release of the above described property. Now this Indenture Witnesseth that the said Michael Wiesel for and in consideration of the payment of the above sum of money and the interest thereon and for and in consideration of the sum of one dollar to him in hand paid by the said John Young at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, hath given, granted, bargained and sold, released and confirmed and by these presents doth give, grant, bargain and sell, release and confirm unto the said John Young, his heirs, executors, administrators and assigns, forever the above mentioned and described property. To Have and to Hold the said Canal Boat called "Good Intent" and promise unto the said John Young, his executors, administrators and assigns, to his and their own use and behoof.

In Testimony whereof the said Michael Wiesel hath hereunto set his hand and seal on the day and year first above written.

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

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this third day of August in the year eighteen hundred and fifty five, before the subscriber, a Justice of the Peace of the State of Maryland, in and for the Allegany County aforesaid, personally appeared Michael Wiesel, he being known to me to be the person who is named and described as and professing to be a party to the foregoing deed or indenture, and doth acknowledge the said indenture or instrument of writing to be his act and deed. In testimony whereof I hereunto subscribe my name on the day and year aforesaid.

J. B. Widener, J.P.

Michael Wiesel {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 14, p 22, 3/8/1856.

At the request of the Borden Mining Company the following Mortgage was recorded March 18th 1856.

This Indenture made this seventeenth day of March in the year of our Lord one thousand eight hundred and fifty six, between John Young of Allegany County, in the State of Maryland of the first part, and the Borden Mining Company, incorporated by an Act of the General Assembly of the said State of the second part: Whereas the said John Young stands now bond and indebted unto the said Borden Mining Company in the full sum of five thousand dollars payable to the said Company or its assigns on the first day of January in the year eighteen hundred and fifty seven, with the interest thereon from the date of these presents; and whereas it is the object and intention of the said John Young, by these presents to secure unto the said Company, and its assigns, the payment of the aforesaid debt and interest, at the time aforesaid. Now therefore this Indenture Witnesseth that the said party of the first part, for and in consideration of the premises and in further consideration of the sum of five dollars of current money to him in hand paid by the said parties of the second part at and before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold and transferred and by these presents doth grant, bargain sell, transfer and confirm unto the said parties of the second part and their assigns forever, all the seven Canal Boats now lying in or upon the Chesapeake and Ohio Canal or the Potomac River, called and known by the respective names following, to wit: "William Borden," "John R. Masters," "Superior," "Five Brothers," "Five Sisters," "Santa Anna" and "General Simpson" which are registered in the Custom House at Georgetown and in the office of the Chesapeake and Ohio Canal Company at Cumberland in the name of and as the property of the said John Young; also one new Canal Boat now building at the Boat Yard of said John Young in the Town and County and State aforesaid; together with all and every the tackle, apparel and furniture belonging to and each and all of the aforesaid Canal Boats. To Have and to Hold all and every of the aforesaid Canal Boats and furniture unto the said party of the second part, and their assigns, forever; and the said John Young for himself, his heirs, executors and administrators doth hereby covenant, promise and agree to and with said party of the second part and its assigns that he said John Young will keep and maintain all of said Canal Boats in good order and repair the same when required from this date until January 1st 1857 at his own sole cost and expense; and will use and employ the same exclusively for the benefit and advantage of said party of the second part and its assigns in transporting coal from Cumberland to Alexandria on the Chesapeake and Ohio Canal during the current boating season of 1856; the said party of the second part and its assigns paying to said John Young his executors, administrators or assigns the sum of one dollar and twelve and one half cents per ton for every ton of coal so to be carried as aforesaid; the said party of the second part reserving there from twenty five cents [per ton] to be credited from time to time on said debt of five thousand dollars and interest as fast as said freights can be earned; and in case there shall be a general rise in the coal freights during said season for the same amount of transportation exceeding one and one eighth dollars per ton that then said party of the second part and its assigns shall and will from and after such general rise during said season pay to said John Young the excess thereby created for said transportation over the price hereinbefore agreed upon for the same. Provided however, that in case the said John Young or his assigns shall fully pay and satisfy unto the said party of the second part and its assigns the aforesaid sum of five thousand dollars current money with the interest that may accrue thereon on or before the first day of January 1857 then this Indenture and everything herein contained except that portion which relates to the transportation of coal in said Boats and freights to be paid as aforesaid shall become null and void and of no effect;

and provided also that in case the said John Young, his executors, administrators or assigns, shall fail to fully pay and satisfy unto said party of the second part or its assigns the full sum of five thousand dollars with the interest that may accrue thereon on or before said first day of January 1857 that immediately after said last day the said party of the second part and its assigns shall have full power and authority to take immediate possession of all of the aforesaid property or so much thereof as they may deem necessary for the purpose and to sell and dispose of the same at public auction to the highest bidder in the Town of Cumberland, for cash first giving two weeks notice in some newspaper printed in the Town of Cumberland once a week for two successive weeks of the time, place, manner and terms of sale; and out of the proceeds of such sale first to pay all expenses incurred in taking possession of said property and of disposing of the same; secondly the said sum of five thousand dollars together with all interest which may have accrued thereon, or such part of said debt and interest as shall remain and be due and unpaid; and thirdly the balance of such proceeds of sale, if there be any, to said John Young, his executors, administrators or assigns. And provided further also, that in case the said John Young or his assigns shall at any time during said boating season fail to transport, or refuse to transport the coal of said part of the second part on the terms aforesaid and as aforesaid, and when the navigation shall admit of such transportation; then in such case, said party of the second part or its assigns shall have full power to take and be forthwith entitled to the immediate possession of all of said Canal Boats, or any of them that may be then diverted from their engagement; and to sell the same on the terms aforesaid and for the purposes aforesaid whether any part of said sum of five thousand dollars and interest be due or not; or to run the said Boats or Boat, during the remainder of said boating season themselves charging said John Young with all expenses incurred or arising there from and crediting him with the earnings of the Boats or Boat at and after the rates of freight aforesaid at the option of said party of the second part or its assigns and the said John Young for himself, his heirs, executors or administrators doth hereby covenant, promise and agree to and with the said party of the second part and its assigns that he, or they, shall and will fully pay and satisfy to said party of the second part and its assigns the full and just sum of five thousand dollars with interest from the date of these presents on or before the first day of January 1857. In witness whereof the said John Young hath hereto set his hand and seal on the day and year first hereinbefore written.

Signed, sealed & delivered in presence of

## John Young {Seal}

The down tolls on the boat and the toll and being first erased and the words the said party of the second part reserving there from twenty percent to be credited from time to time on said debt of five thousand dollars and interest as fast as said freights are earned before signing and sealing. Andrew Gonder

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 17th day of March in the year eighteen hundred and fifty six, personally appeared before me the subscriber a Justice of Peace of the State of Maryland in and for the County aforesaid John Young, 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 named in the aforegoing deed of mortgage and duly acknowledged the same to be his act and deed for the purposes therein mentioned; and at the same time also appeared Albert C. Green the General Agent and Superintendent of the said Borden Mining Company, party of the second part, in and to said aforegoing deed of Mortgage to me personally known and made oath on due form of law that the consideration set forth on said aforegoing Deed of Mortgage or instrument of writing, is true and bona fide as therein set forth. Acknowledged and sworn before:

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 14, p 454, 5/22/1856.

At the request of John Young this release of Mortgage was recorded May 22nd 1856.

This Indenture made this tenth day of May in the year eighteen hundred and fifty six, between J. Philip Roman of Allegany County in the State of Maryland of the one part, and John Young of County and State aforesaid of the other part: Whereas the said John Young by bill of sale bearing date on the [10th] day of [October] 1854 duly executed and acknowledged and recorded among the Land Records of said County in Liber H. R. No. 12, folio 133, for and in consideration of the sum of six hundred dollars, current money, grant, bargain and sell, to the said J. Philip Roman, his heirs, executors, administrators and assigns, three Canal Boats called and known by the name of "John G. Stone," "Jacob F. Taylor" and "John G. Lynn" and also eight mules as by reference to the said Bill of Sale will more fully and at large appear and whereas the said John Young hath fully paid and satisfied to him the said J. Philip Roman the above sum of money and the interest thereon, he the said J. Philip Roman doth agree to execute this instrument of writing as a full release of the above described property. Now therefore this Indenture Witnesseth that the said J. Philip Roman for and in consideration of the payment of the above mentioned sum of money and the interest thereon and for and in consideration of the sum of one dollar to him in hand paid by the said John Young 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 him the said John Young, his executors, administrators and assigns, all and singular the said Canal Boats and mules.

To Have and to Hold, all and singular the said Canal Boats and mules unto the said John Young, his executors, administrators and assigns, to his and their own use and benefit. In Testimony whereof the said J. Philip Roman has hereunto set his hand and seal on the day and year first above written.

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

J. Philip Roman {Seal}

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this thirteenth day of May in the year eighteen hundred and fifty six, before the subscriber, a Justice of the Peace of the State of Maryland, in and for the Allegany County aforesaid, personally appeared J. Philip Roman, he being known to me to be the person who is named and described as and professing to be a party to the foregoing deed or indenture, and doth acknowledge the said indenture or instrument of writing to be his act and deed. In testimony whereof I hereunto subscribe my name on the day and year aforesaid.

[J. B. Widener, J.P.]

Allegany County Courthouse, Cumberland, MD, Deed Book 15, p 335, 9/20/1856.

At the request of John Young this Mortgage was recorded Sept. 20th 1856.

This mortgage made this eighth day of September in the year eighteen hundred and fifty six by Robert Anderson of Allegany County in the State of Maryland, and John Young of the same place. Whereas the said John Young has this day sold to Robert Anderson two mules for the sum of two hundred and fifty dollars, to be paid in installments of twenty dollars each, for every trip made by the \_\_\_\_\_\_\_ of the Canal Boats "Massasoil" and "Charles Antrum" from Cumberland to Georgetown, Washington City or Alexandria and is to pay twenty dollars for each and every trip made by the said Boat "Massasoil" and twenty dollars for each and every trip made by said Boat "Charles Antrum" until the whole amount of the purchase money is paid and whereas the said Robert Anderson with a view to secure the payment of the said installments regularly according to the covenants of the said Robert Anderson hereinafter inserted is willing to execute these presents.

Now therefore this Mortgage Witnesseth that the said Robert Anderson for and in consideration of the premises and of the sum of one dollar to him in hand paid by the said John Young at and before the sealing and delivery of these presents the receipt of which is hereby acknowledged, he the said Robert Anderson hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said John Young the said two mules.

To Have and to Hold the said mules unto the said John Young, his executors, administrators and assigns forever. Provided always and it is hereby declared to be the true intent and meaning of these presents of the parties hereunto, that if the said Robert Anderson shall well and truly pay unto the said John Young, his executors, administrators or assigns, the aforesaid installments of twenty dollars each as aforesaid, with interest from the date of these presents until the whole amount of the purchase money is paid according to the covenants of the said Robert Anderson hereinafter set forth then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void anything herein contained to the contrary notwithstanding and the said Robert Anderson for himself, his executors, administrators and for every of them doth covenant, promise and agree to and with the said John Young, his executors, administrators and assigns, that he will regularly run the said Canal Boats on trips from Cumberland to Georgetown, Washington City or Alexandria without intermission or lying by except when prevented from getting loading at Cumberland by strikes of the miners of coal or from unavoidable obstructions on the Canal and the said Robert Anderson on further covenant to and with the said John Young to freight or carry coal with said Canal Boats for the Borden Mining Company at current rates and wages and that he will pay the aforesaid installments of twenty dollars each with interest thereon from the date of these presents until the whole amount of the purchase money is paid for each and every trip so made or for each trip he covenants shall be made under this mortgage further Witnesseth that the said John Young will have the right in his discretion to take possession of the said mules if at any time the said Robert Anderson shall fail to make the payments of the installments according to the covenants hereinbefore written. In Testimony whereof the said Robert Anderson has hereunto subscribed his name and affixed his seal on the day and year first above written. Teste: J. B. Widener Robert Anderson {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that before the subscriber a Justice of the Peace of the State of Maryland in and for said County personally appeared Robert Anderson and

acknowledged the foregoing Mortgage to be his act on this eighth day of September eighteen hundred and fifty six.

J. B. Widener, J.P.

State of Maryland, Allegany County, to wit: On this eighth day of September in the year eighteen hundred and fifty six before the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared John Young mortgagee 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. J. B. Widener

I hereby assign the within or foregoing mortgage to A. C. Green. Witness my hand and seal this eighth day of September in the year eighteen hundred and fifty six.

John Young {Seal}

State of Maryland, Allegany County, to wit: I hereby \_\_\_\_ that on this eighth day of September in the year eighteen hundred and fifty six before the subscriber a Justice of the Peace of the State of Maryland in and for said County personally appeared John Young and acknowledged the foregoing assignment to be his act.

Allegany County Courthouse, Cumberland, MD, Deed Book 15, p 537, 4/4/1857.

At the request of John Young the following Mortgage was recorded April 4th 1857.

This Mortgage made this fourth day of April in the year eighteen hundred and fifty seven, by Philip T. McDonald and James E. McDonald of Allegany County in the State of Maryland. Witnesseth that whereas John Young of the County and State aforesaid has this [day] sold to the said Philip T. McDonald and James E. McDonald a certain Canal Boat called the "Five Brothers" for the sum of twelve hundred and fifty dollars to be paid in installments of thirty five dollars and twenty one and a half cents for each and every trip made by the said boat from Cumberland to Georgetown, Washington City or Alexandria until the whole amount of the purchase money with interest is paid. And whereas the said Philip T. McDonald and James E. McDonald with a view to secure the payment of the said installments regularly according to the covenants hereinafter contained are willing to execute these presents. Now therefore the said Philip T. McDonald and James E. McDonald in consideration of the premises and of the sum of one dollar do hereby bargain and sell to the said John Young the said Canal Boat called the "Five Brothers." Provided that if the said Philip T. McDonald and James E. McDonald shall pay to the said John Young the said installments of thirty five dollars and seventy one and a half cents each as aforesaid with interest from the date of these presents until the whole amount of the purchase money is paid according to the covenants of the said Philip T. McDonald & James E. McDonald hereinafter set forth then these presents shall be void.

And the said Philip T. McDonald and James E. McDonald covenant to and with the said John Young that they will regularly run the said boat on trips from Cumberland to Georgetown, Washington City or Alexandria without intermission or lying by except when prevented from getting loading at Cumberland by strikes of the miners of coal or from unavoidable obstructions on the canal. And the said Philip T. McDonald and James E. McDonald further covenant to and with the said John Young to freight or carry coal with the said boat for the Borden Mining Company at current rates and wages and that they will pay the aforesaid installments of thirty five dollars and seventy one and a half cents each with interest from the date of these presents until the whole amount of purchase money is paid, for each and every trip so made or for each trip they covenant shall be made. And this Mortgage further witnesseth that the said John Young will have the right in his discretion to take possession of the said boat if at any time the said Philip T. McDonald and James E. McDonald shall fail to make the payments of the said installments according to the covenants hereinbefore contained. Witness our hands & seals.

Teste: J. B. Widener P. T. McDonald {Seal} James E. McDonald {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this fourth day of April in the year eighteen hundred and fifty seven, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County aforesaid, personally appeared Philip T. McDonald and James R. McDonald and did each acknowledge the aforesaid Mortgage to be their respective act. And at the same time before me personally appeared John Young Mortgagee and made oath in due form of law that the consideration in the said Mortgage is true and bona fide as therein set forth.

Allegany County Courthouse, Cumberland, MD, Deed Book 15, p 555, 4/11/1857.

At the request of John Young the following Mortgage was recorded April 11th 1857.

This Mortgage made this eighth day of April in the year eighteen hundred and fifty seven by Robert Anderson of Allegany County in the State of Maryland. Witnesseth that Whereas the said John Young of Allegany County and State of Maryland aforesaid has this [day] sold to the said Robert Anderson two mules for the sum of two hundred and seventy dollars, to be paid in installments of twelve dollars and eighty five and two thirds cents each, for every trip made by the Canal Boat "Massasoil" and a like sum of twelve dollars and eighty five and two thirds cents for every trip made by the Canal Boat "John B. Masters" from Cumberland to Georgetown, Washington City or Alexandria until the whole of the purchase money with interest is paid and whereas with a view to secure the payment of the said installments regularly according to the covenants hereinafter contained the said Robert Anderson is willing to execute these presents. Now therefore the said Robert Anderson for and in consideration of the premises and of the sum of one dollar doth hereby bargain and sell to the said John Young the said mules.

Provided that if the said Robert Anderson shall pay to the said John Young, the aforesaid installments of twelve dollars and eighty five and two thirds cents each as aforesaid, with interest from the date of these presents until the whole amount of the purchase money is paid according to the covenants hereinafter set forth then these presents shall be void. And the said Robert Anderson covenants to and with the said John Young that he will regularly run the said boats on trips from Cumberland to Georgetown, Washington City or Alexandria without intermission or lying by except when prevented from getting loading at Cumberland by strikes of the miners of coal or from unavoidable obstructions on the Canal and the said Robert Anderson further covenants to freight or carry coal with said boats for the Borden Mining Company at current rates and wages and that he will pay the aforesaid installments of twelve dollars and eighty five and two thirds cents with interest from the date of these presents until the whole of the purchase money is paid for each and every trip so made and for each trip he covenants shall be made. And this Mortgage further Witnesseth that the said John Young will have the right in his discretion to take possession of the said mules if at any time the said Robert Anderson shall fail to make the payments of the installments according to the covenants hereinbefore contained. Witness my hand and seal. Teste: the words "Washington City"

being first interlined J. B. Widener

Robert Anderson {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 4th day of April in the year eighteen hundred and fifty seven before the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County aforesaid personally appeared Robert Anderson and acknowledged the aforegoing Mortgage to be his act. And at the same time before me personally appeared John Young mortgagee and made oath in due form of law that the consideration in the said Mortgage is true and bona fide as therein set forth.

Allegany County Courthouse, Cumberland, MD, Deed Book 15, p 556, 4/11/1857.

At the request of John Young the following Mortgage was recorded April 11th 1857.

This Mortgage made this 4th day of April in the year eighteen hundred and fifty seven by Robert Anderson of Allegany County in the State of Maryland. Witnesseth that Whereas the John Young of the County and State aforesaid has this day sold to the said Robert Anderson a certain Canal Boat called the "John R. Masters" for the sum of thirteen hundred and fifty dollars, to be paid in installments of thirty five dollars and fifty two and a half cents each for every trip made by the said boat from Cumberland to Georgetown, Washington City or Alexandria until the whole amount of the purchase money with interest is paid. And whereas the said Robert Anderson with a view to secure the payment of the said installments regularly according to the covenants hereinafter contained is willing to execute these presents. Now therefore the said Robert Anderson in consideration of the premises and of the sum of one dollar doth hereby bargain and sell to the said John Young the said Canal Boat called "John R. Masters."

Provided that if the said Robert Anderson shall pay to the said John Young, the aforesaid installments of thirty five dollars and fifty two and a half cents each as aforesaid, with interest from the date of these presents until the whole amount of the purchase money is paid according to the covenants of the said Robert Anderson hereinafter set forth then these presents shall be void. And the said Robert Anderson covenants to and with the said John Young that he will regularly run the said boat on trips from Cumberland to Georgetown, Washington City and Alexandria without intermission or lying by except when prevented from getting loading at Cumberland by strikes of the miners of coal or from unavoidable obstructions on the canal, and the said Robert Anderson further covenants to freight or carry coal with said boats for the Borden Mining Company at current rates and wages and that he will pay the aforesaid installments of thirty five dollars and fifty two and a half cents each with interest from the date of these presents until the whole of the purchase money is paid for each and every trip so made and for each trip he covenants shall be made. And this Mortgage further Witnesseth that the said John Young will have the right in his discretion to take possession of the said boat if at any time the said Robert Anderson shall fail to make the payments of the installments according to the covenants hereinbefore contained. Witness my hand and seal. Teste: J. B. Widener Robert Anderson {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 4th day of April in the year eighteen hundred and fifty seven before the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County aforesaid personally appeared Robert Anderson and acknowledged the aforegoing Mortgage to be his act. And at the same time before me personally appeared John Young Mortgagee and made oath in due form of law that the consideration in the said Mortgage is true and bona fide as therein set forth.

Allegany County Courthouse, Cumberland, MD, Deed Book 15, p 557, 4/11/1857.

At the request of John Young the following Mortgage was recorded April 11th 1857.

This Mortgage made this eighth day of April in the year eighteen hundred and fifty seven by James Morgan of Allegany County in the State of Maryland. Witnesseth that Whereas the said John Young of the said County and State has this day sold to the said James Morgan a certain Canal Boat called "William Borden" for the sum of fourteen hundred dollars to be paid in installments of thirty five dollars each for every trip made by the said boat from Cumberland to Georgetown, Washington City or Alexandria until the whole amount of the purchase money with interest is paid and whereas the said James Morgan with a view to secure the payment of the said installments regularly according to the covenants hereinafter contained is willing to execute these presents. Now therefore the said James Morgan in consideration of the premises and of the sum of one dollar doth hereby bargain and sell to the said John Young the said boat.

Provided that if the said James Morgan shall pay to the said John Young, the aforesaid installments of thirty five dollars [each] as aforesaid, with interest from the date of these presents until the whole amount of the purchase money is paid according to the covenants of the said James Morgan hereinafter set forth then these presents shall be void. And the said James Morgan covenants to and with the said John Young that he will regularly run the said boat on trips from Cumberland to Georgetown, Washington City and Alexandria without intermission or lying by except when prevented from getting loading at Cumberland by strikes of the miners of coal or from unavoidable obstructions on the canal and the said James Morgan further covenants to freight or carry coal with said the boat for the Borden Mining Company at current rates and wages and that he will pay the aforesaid installments of thirty five dollars each with interest from the date of these presents until the whole amount of the purchase money is paid for every trip so made and for every trip he covenants shall be made. And this mortgage further Witnesseth that the said James Morgan shall fail to make the payments of the installments according to the covenants hereinbefore contained. Witness my hand and seal.

Teste: J. B. Widener

James Morgan {Seal}

State of Maryland, Allegany County, to wit: I hereby [certify] that on this eighth day of April in the year eighteen hundred and fifty seven before the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County aforesaid personally appeared James Morgan and acknowledged the aforegoing Mortgage to be his act. And at the same time before me personally appeared John Young Mortgagee and made oath in due form of law that the consideration in the said Mortgage is true and bona fide as therein set forth.

Allegany County Courthouse, Cumberland, MD, Deed Book 15, p 585, 4/28/1857.

At the request of John Young the following Mortgage was recorded April 28th 1857.

This Mortgage made this twenty eighth day of April in the year eighteen hundred and fifty seven by John Oliver of Allegany County in the State of Maryland. Witnesseth that whereas John Young of said County and State has this [day] sold to the said John Oliver four mules and a certain Canal Boat called "Five Sisters" for the sum of eighteen hundred and fifty dollars to be paid in installments of sixty one dollars and sixty six and two thirds cents each for every trip made by the said Canal Boat from Cumberland to Georgetown, Washington City or Alexandria until the whole amount of the purchase money with interest is paid. And whereas with a view to secure the payments of the installments regularly according to the covenants hereinafter contained the said John Oliver is willing to execute these presents. Now therefore the said John Oliver in consideration of the premises and of the sum of one dollar doth hereby bargain and sell to the said John Young the said mules and canal boat.

Provided that if the said John Oliver shall pay to the said John Young, the aforesaid installments of sixty one dollars and sixty six and two thirds cents each as aforesaid with interest from the date of these presents until the whole amount of the purchase money is paid according to the covenants of the said John Oliver hereinafter set forth then these presents shall be void. And the said John Oliver covenants to and with the said John Young that he will regularly run the said boat on trips from Cumberland to Georgetown, Washington City and Alexandria without intermission or lying by except when prevented from getting loading at Cumberland by strikes of the miners of coal or from unavoidable obstructions on the canal and the said John Oliver further covenants to and with the said John Young to freight or carry coal with said the boat for the Borden Mining Company at current rates and wages and that he will pay the aforesaid installments of sixty one dollars and sixty six and two thirds cents each with interest from the date of these presents until the whole of the purchase money is paid for each and every trip so made and for every trip he covenants shall be made. And this mortgage further witnesseth that the said John Young will have the right in his discretion to take possession of the said mules and boat if at any time the said John Oliver shall fail to make the payments of the installments according to the covenants hereinbefore contained. Witness my hand and seal.

Teste: J. B. Widener

John Oliver {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty eighth day of April in the year eighteen hundred and fifty seven before the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County aforesaid personally appeared John Oliver and acknowledged the aforegoing mortgage to be his act. And at the same time before me personally appeared John Young the mortgage therein mentioned and made oath in due form of law that the consideration in the said mortgage is true and bona fide as therein set forth.

Allegany County Courthouse, Cumberland, MD, Deed Book 15, p 635, 5/21/1857.

At the request of John Young this Mortgage was recorded May 21st 1857.

This Mortgage made this 19th day of May in the year eighteen hundred and fifty seven by Edward Crane of Allegany County in the State of Maryland. Witnesseth that whereas John Young of said County and State has this day sold to the said Edward Crane four mules and a certain Canal Boat called "Excelsior" for the sum of twenty two hundred dollars to be paid in installments of sixty one dollars and eleven cents each for every trip made by the said Canal Boat from Cumberland to Georgetown, Washington City or Alexandria until the whole amount of the purchase money with interest is paid. And whereas the said Edward Crane with a view to secure the payments of the said installments regularly according to the covenants hereinafter contained is willing to execute these presents. Now therefore the said Edward Crane in consideration of the premises and of the sum of one dollar doth hereby bargain and sell to the said John Young the Canal Boat called "Excelsior" and mules.

Provided that if the said Edward Crane shall pay to the said John Young, the aforesaid installments of sixty one dollars and eleven cents each as aforesaid with interest from the date of these presents until the whole amount of the purchase money is paid according to the covenants of the said Edward Crane hereinafter set forth then these presents shall be void. And the said Edward Crane covenants to and with the said John Young that he will regularly run the said boat on trips from Cumberland to Georgetown, Washington City and Alexandria without intermission or lying by except when prevented from getting loading at Cumberland by strikes of the miners of coal or from unavoidable obstructions on the canal and the said Edward Crane further covenants to freight or carry coal with said the boat for the Borden Mining Company at current rates and wages and that he will pay the aforesaid installments of sixty one dollars and eleven cents each with interest from the date of these presents until the whole amount of the purchase money is paid for each and every trip so made and for every trip he covenants shall be made. And this mortgage further witnesseth that the said John Young will have the right in his discretion to take possession of the said mules and boat if at any time the said Edward Crane shall fail to make the payments of the installments according to the covenants hereinbefore contained. Witness my hand and seal. Teste: J. B. Widener

Edward Crane {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 19th day of May in the year eighteen hundred and fifty seven before the subscriber a Justice of the Peace of the State of Maryland in and for the County aforesaid personally appeared Edward Crane and acknowledged the aforegoing mortgage to be his act. And at the same time before me also personally appeared John Young mortgagee and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

Allegany County Courthouse, Cumberland, MD, Deed Book 15, p 636, 5/21/1857.

At the request of John Young this Mortgage was recorded May 21st 1857.

This Mortgage made this 20th day of May in the year eighteen hundred and fifty seven by John March of Allegany County in the State of Maryland. Witnesseth that whereas John Young of said County and State has this day sold to the said John March four mules for the sum of six hundred dollars to be paid in installments of twenty five dollars each for every trip made by the Canal Boat "John A. Reinhart" from Cumberland to Georgetown, Washington City or Alexandria until the whole amount of the purchase money with interest is paid. And whereas with a view to secure the payment of the said installments regularly according to the covenants hereinafter contained the said John March is willing to execute these presents. Now therefore the said John March in consideration of the premises and of the sum of one dollar doth hereby bargain and sell to the said John Young the said mules.

Provided that if the said John March shall pay to the said John Young, the aforesaid installments of twenty five dollars each as aforesaid with interest from the date of these presents until the whole amount of the purchase money is paid according to the covenants of the said John March hereinafter set forth then these presents shall be void. And the said John March covenants to and with the said John Young that he will regularly run the said boat on trips from Cumberland to Georgetown, Washington City and Alexandria without intermission or lying by except when prevented from getting loading at Cumberland by strikes of the miners of coal or from unavoidable obstructions on the canal and the said John March further covenants to freight or carry coal with said the boat for the Borden Mining Company at current rates and wages and that he will pay the aforesaid installments of twenty five dollars each with interest from the date of these presents until the whole amount of the purchase money is paid for each and every trip so made and for every trip he covenants shall be made. And this mortgage further witnesseth that the said John Young will have the right in his discretion to take possession of the said mules if at any time the said John March shall fail to make the payments of the installments according to the covenants hereinbefore contained. Witness my hand and seal.

Teste: The words "whole each and further" being first interlined J. B. Widener

John March {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 21st day of May in the year eighteen hundred and fifty seven before the subscriber a Justice of the Peace of the State of Maryland in and for said County personally appeared John March and acknowledged the aforegoing mortgage to be his act. And at the same time before me also personally appeared John Young mortgagee and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

J. B. Widener, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 16, p 161, 7/20/1857.

At the request of John Young & William Next this Mortgage was recorded July 20th 1857.

This Mortgage made this 2nd day of July in the year eighteen hundred and fifty seven by Philip T. McDonald and James E. McDonald of Allegany County in the State of Maryland. Witnesseth that whereas the said Philip T. McDonald and James E. McDonald are now indebted to John Young of said County and State in the sum of one hundred dollars for which said sum they have given their bond or obligation, to said John Young, payable in installments of twelve dollars and fifty cents each, for every trip made by the Canal Boat "Five Brothers" from Cumberland to Georgetown, Washington City or Alexandria, Va. and which said bond bears date on the third day of April 1857. And whereas the said Philip T. McDonald and James E. McDonald are now also indebted to William Next of said County and State in the sum of one hundred and sixty seven dollars, for which said last mentioned sum, they have given their bond or obligation to the said William Next payable in installments of twenty dollars and fourteen and a third cents each for every trip made by the said boat from Cumberland to Georgetown, Washington City or Alexandria, which said last mentioned bond, bears even date with these presents, as by the said bonds will more fully appear. And whereas with a view to secure the payment of the said bonds to the said John Young and William Next respectively, according to the condition of the said bonds, they the said Philip T. McDonald and James E. McDonald do agree to execute these presents. Now therefore the said Philip T. McDonald and James E. McDonald in consideration of the premises and of the sum of one dollar do hereby bargain and sell to the said John Young and William Next, one bay mare, one gray mare, one horse, 4 sets of harness and all the furniture, fixtures and rigging belonging to said boat.

Provided that if the said Philip T. McDonald and James E. McDonald shall pay to the said John Young the sum of one hundred dollars and to the said William Next the sum of one hundred and sixty seven dollars with interest from the date of these presents, according to the condition of the said bonds and the covenants of the said Philip T. McDonald and James E. McDonald hereinafter contained, then these presents shall be void. And the said Philip T. McDonald and James E. McDonald covenant that they will pay the aforesaid money and that they regularly run the said boat on trips from Cumberland to Georgetown, Washington City and Alexandria without intermission or lying by except when prevented from getting loading at Cumberland by strikes of the miners of coal or from unavoidable obstructions on the canal and the said Philip T. McDonald and James E. McDonald further covenant that they will freight or carry coal with said the boat for the Borden Mining Company at current rates and wages. And it is hereby agreed between the said parties hereto that should the said Philip T. McDonald and James E. McDonald fail to do and perform any one or more things here by them agreed to be done and performed, it shall be held to be such a breech of condition as shall authorize the said John Young and William Next or either of them to proceed forthwith to a sale of the mortgaged property and the payment off the entire debt, interest, costs and expenses, having first given at least ten days public notice of the time, place, manner and terms of sale by handbills set up in the City of Cumberland. Witness our hands and seals. Teste: to J. T. McDonald J. B. Widener P. T. McDonald {Seal}

and as to James E. McDonald Owen McClain

James E. McDonald {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 2nd day of July in the year eighteen hundred and fifty seven before the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County aforesaid personally appeared Philip T. McDonald and acknowledged the foregoing mortgage to be his act.

### J. B. Widener, J.P.

State of Maryland, Washington County, to wit: I hereby certify that on this 7th day of July in the year eighteen hundred and fifty seven before the subscriber a Justice of the Peace of the State of Maryland in and for Washington County personally appeared James E. McDonald and acknowledged the aforegoing mortgage to be his act.

# Owen McClain, J.P.

State of Maryland, Washington County, to wit: I Isaac Nesbitt, Clerk of the Circuit Court for Washington County, hereby certify that Owen McClain Esquire, before whom the acknowledgment of James E. McDonald appears to have been made, was at the date thereof, a Justice of the Peace of the State of Maryland in and for Washington County, duly commissioned and qualified. In testimony whereof I hereunto affix the seal of the said Court on this 13th day of July in the year eighteen hundred and fifty seven.

Isaac Nesbitt, Clerk.

State of Maryland, Allegany County, to wit: On this 17th day of July 1857 before the subscriber a Justice of the Peace of the State of Maryland in and for said County, personally appeared John Young and William Next and made oath in due form of law that the consideration in the annexed mortgage is true and bona fide as therein set forth.

## J. B. Widener, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 17, p 4, 4/20/1858.

At the request of John Young this Mortgage was recorded April 20th 1858.

This Indenture made this eighth day of April in the year of our Lord 1858, between George A. Moler of Jefferson County in the State of Virginia of the first part and John Young of Allegany County, in the State of Maryland, of the second part. Whereas the said John Young has this day sold to the said Geo. A. Moler the Canal Boat called "Santa Anna" at and for the sum of twelve hundred dollars, which the said George A. Moler is to pay unto the said John Young and his assigns in installments of forty 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 thereon from this date, crediting the respective payments thereon as of the time when such payments shall be made. And whereas it was a part of said contract of purchase and sale that the said Geo. A. Moler shall use said boat in freighting coal from Cumberland to the points aforesaid in regular trips, with as much expedition and regularity as can be reasonably done and to receive the loads of the said boat promptly at each trip with the coal of such company or person as the said Young shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Allegany Mining Company and such other companies as [are] now shipping coal from Cumberland on the Chesapeake and Ohio Canal to Georgetown, Alexandria and Washington City and to keep said boat in proper repair; all of which said stipulations the said Geo. A. Moler hereby covenants and agrees with the said Young and his assigns to fulfill and perform. And whereas the said George A. Moler is anxious to secure unto the said John Young and his assigns the regular and due payment of each and every installment of said purchase money; and also to secure to the said Young and his assigns the regular, prompt and due performance of the covenants aforesaid, the said Geo. A. Moler is willing to execute these presents.

Now this Indenture witnesseth that the said George A. Moler for and in consideration of the premises hath granted, bargained and sold unto the said John Young the Canal Boat called "Santa Anna" to have and to hold the same forever. Provided nevertheless that if the said Geo. A. Moler shall well and truly pay unto the said John Young, 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 Geo. A. Moler 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 Young, 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 advertisement and the balance due to said Young, or his assigns, and if there be an overplus, the said Young, or his assigns, are to pay the same to the said George A. Moler, or his assigns. In Witness whereof the said Geo. A. Moler hath subscribed his name and affixed his seal.

Teste: Andrew Gonder

George A. Moler {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 8th day of April in the year of our Lord 1858, before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared George A. Moler and acknowledged the foregoing mortgage to be his act. And at the same time also appeared John Young and made oath in due form of law that the consideration in the said mortgage is true and bona fide as therein set forth. In witness whereof I have subscribed my name.

Allegany County Courthouse, Cumberland, MD, Deed Book 17, p 6, 4/20/1858.

At the request of John Young this Mortgage was recorded April 20th 1858.

This Indenture made this second day of April in the year of our Lord one thousand eight hundred and fifty eight, between Joseph McCoy of Washington County, State of Maryland of the first part and John Young of Allegany County, State of Maryland, of the second part. Whereas the said John Young has this day sold to the said Joseph McCoy the Canal Boat called "Five Sisters" at and for the sum of ten hundred and forty dollars, which the said Joseph McCoy is to pay unto the said John Young 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 thereon from this date, crediting the respective payments thereon as of the time when such payments shall be made. And whereas it was a part of said contract of purchase and sale that the said McCoy shall use said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done; and to receive the loads of said boat promptly at each trip with the coal of such company or person as the said Young 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 Alexandria, Georgetown, and Washington City and keep said boat in proper repair; all of which said stipulations the said McCoy hereby covenants and agrees with the said Young and his assigns to fulfill and perform. And whereas the said Joseph McCoy is anxious to secure unto the said John Young and his assigns the regular and due payment of each and every installment of said purchase money and also to secure to the said Young and his assigns the regular, prompt and due performance of the covenants aforesaid, the said Joseph McCoy is willing to execute these presents.

Now this Indenture witnesseth that the said Joseph McCoy for and in consideration of the premises hath granted, bargained and sold unto the said John Young the Canal Boat called "Five Sisters" to have and to hold the same forever. Provided nevertheless that if the said Joseph McCoy shall well and truly pay unto the said John Young, or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid, with interest, [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 Joseph McCoy 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 Young, 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 advertisement and the balance due to said Young, or his assigns, and if there be an overplus, the said Young, or his assigns, are to pay the same to the said McCoy, or his assigns.

In Witness whereof the said Joseph McCoy hath subscribed his name and affixed his seal.

Teste: Andrew Gonder

Joseph McCoy {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 2nd day of April in the year of our Lord 1858, before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared Joseph McCoy and acknowledged the foregoing instrument to be his act. And at the same time also appeared John Young and made oath in due form of law, that the consideration set forth in the aforegoing mortgage is true and bona fide as therein set forth. In witness whereof I have subscribed my name.

Allegany County Courthouse, Cumberland, MD, Deed Book 17, p 46, 5/11/1858.

At the request of John Young this Mortgage was recorded May 11th 1858.

This Indenture made this 8th day of May in the year of our Lord 1858 by Lafayette Franklin and David C. Edwards of Allegany County in the State of Maryland of the first part and John Young of Allegany County, State of Maryland of the other part. Witnesseth whereas the said John Young has this day sold to the said Lafayette Franklin and David C. Edwards three mules and harness for the sum of three hundred dollars, which the said Lafayette Franklin and David C. Edwards are to pay unto the said John Young and his assigns in installments of thirty seven dollars and fifty cents each for all the trips made by said mules with the boat called "Wm Kisner" or any other boat that the said mules may be teamed to, in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, until the entire purchase money is paid with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made. And whereas the said Lafayette Franklin and David C. Edwards are anxious to secure unto the said John Young and his assigns, the regular and due payment of each and every installment [of] said purchase money, are willing to execute these presents.

Now this Indenture Witnesseth that the said Lafayette Franklin and David C. Edwards for and in consideration of the premises , have granted, bargained and sold unto the said John Young three mules and harness, to have and to hold them forever.

Provided nevertheless that if the said Lafayette Franklin and David C. Edwards shall well and truly pay unto the said John Young, 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, then this mortgage shall be void. And this Indenture further witnesseth that it is mutually agreed between parties aforesaid, that in case of any default upon the part of the said Lafayette Franklin and David C. Edwards to make regular payments on account of said purchase money as herein provided, then the said John Young or his assigns is hereby authorized to take immediate possession of said mules and harness and after ten days notice thereof by public hand bills stuck up in the City of Cumberland, to sell said mules and harness and out of the proceeds of such sale, pay first the expenses and the balance due to the said John Young or his assigns and if there be an overplus, then the said John Young or his assigns are to pay the same to the said Lafayette Franklin and David C. Edwards or their assigns. In Witness whereof the said Lafayette Franklin and David C. Edwards have subscribed their names and affixed their seals.

Teste: "and harness" having been first interlined before signing and sealing Andrew Gonder

Lafayette Franklin {Seal} David C. Edwards {Seal}

State of Maryland, Allegany County, to wit: On this 8th day of May in the year of our Lord 1858 before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County, appeared Lafayette Franklin and David C. Edwards and acknowledged the foregoing mortgage to be their act. And at the same time also appeared John Young and made oath in due form of law that the consideration set forth in the aforegoing mortgage is bona fide and true as therein set forth. In testimony whereof I have subscribed my name.

Allegany County Courthouse, Cumberland, MD, Deed Book 17, p 47, 5/11/1858.

At the request of John Young this Mortgage was recorded May 11th 1858.

This Indenture made this twenty second day of April in the year of our Lord 1858 between Daniel Miller of Washington County in the State of Maryland of the first part and John Young of Allegany County, in the State of Maryland, of the second part. Witnesseth whereas the said John Young has this day sold to the said Daniel Miller the Canal Boat called "J. C. McCoy" and four mules at and for the sum of twenty one hundred dollars which the said Daniel Miller is to pay unto the said John Young and his assigns, in installments of sixty 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 thereon from this date, crediting the respective payments thereon as of the time when such payments shall be made. And whereas it was a part of said contract of purchase and sale, that the said Daniel Miller shall use said boat in freighting coal from Cumberland to the points aforesaid in regular trips with as much expedition and regularity as can be reasonably done and to receive the loads of said boat promptly at each trip, with the coal of such company or person as the said Young 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; and to keep said boat in proper repair; all of which said stipulations, the said Daniel Miller hereby covenants and agrees with the said John Young and his assigns to fulfill and perform. And whereas the said Daniel Miller is anxious to secure unto the said John Young and his assigns the regular and due payment of each and every installment of said purchase money; and also to secure to the said Young and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said Daniel Miller is willing to execute these presents.

Now this Indenture Witnesseth that the said Daniel Miller, for and in consideration of the premises hath granted, bargained and sold unto the said John Young the Canal Boat called "J. C. McCoy" and four mules, to have and to hold the same forever. Provided nevertheless that if the said Daniel Miller shall well and truly pay unto the said John Young 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 Daniel Miller 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 John Young or his assigns is hereby authorized to take immediate possession of said boat and mules and after ten days notice thereof in a public newspaper printed in Cumberland City to sell said boat and mules at public sale as mortgagee to the highest bidder for cash or credit, and out of the proceeds of such sale to pay first the expenses of such sale and publication and the balance due to the said John Young or his assigns, and if there be any overplus the said Young or his assigns are to pay the same to the said Daniel Miller or his assigns.

In Witness whereof the said Daniel Miller hath subscribed his name and affixed his seal. Teste: the words "four mules" having his been interlined on first page before signing. Daniel X Miller {Seal} Andrew Gonder

mark

State of Maryland, Allegany County, to wit: I hereby certify that on this 22nd day of April in the year of our Lord 1858 before me the subscriber, a Justice of the Peace, of the State of Maryland, in and for Allegany County, personally appeared Daniel Miller and acknowledged the foregoing mortgage or instrument of writing to be his act. And at the same time also appeared John Young 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.

Allegany County Courthouse, Cumberland, MD, Deed Book 17, p 415, 11/3/1858.

At the request of John Young this Bill of Sale was recorded Nov. 3rd 1858.

This Bill of Sale made this 22nd day of October in the year eighteen hundred and fifty eight by Daniel Miller of Washington County in the State of Maryland, to John Young of Allegany County, in the State of Maryland. Witnesseth whereas the said Daniel Miller is now indebted unto the said John Young in the full and just sum of seventeen hundred and twenty five dollars, current money, and being desirous to secure the payment thereof, doth execute these presents. Now therefore in consideration of the premises and of the further sum of dive dollars, to him in hand paid the said Daniel Miller doth hereby bargain and sell unto the said John Young all the following property, to wit: one Canal Boat, named "J. H. McCoy" now engaged in the transportation of coal from Cumberland to Alexandria, Georgetown and Washington City on the line of the Chesapeake and Ohio Canal. Also all the outfit, rope, tackle and other material employed in the navigation of the said boat or otherwise used upon the same. And also all the furniture of every kind and description in any manner belonging to the said boat. And also three mules and one bay horse about nine years old which are now employed in the navigation of the said canal boat.

Witness my hand and seal.

Teste: O McClain

his Daniel X Miller {Seal} mark

State of Maryland, Washington County, to wit: I hereby certify that on this 22nd day of October in the year 1858 before me the subscriber a Justice of the Peace of the State of Maryland in and for Washington County, personally appeared Daniel Miller and acknowledged the foregoing Bill of Sale to be his act.

O. McClain, J. P.

State of Maryland, Allegany County, to wit: I hereby certify that on this third day of November in the year 1858, before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared John Young the grantee in the said aforegoing bill of sale and made oath in due form of law that the consideration in said Bill of Sale set forth, is true and bona fide as therein set forth.

Henry McKeon, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 18, p 101, 4/19/1859.

At the request of John Young this Mortgage was recorded April 19th 1859.

This Indenture made this 19th day of April in the year of our Lord 1859 between John Young of Allegany County in the State of Maryland of the first part and Samuel Black of Allegany County, in the State of Maryland, of the second part.

Witnesseth, whereas the said John Young has this day sold to the said Samuel Black the Canal Boat called "Five Sisters" & 5 mules & harness for the sum of fifteen hundred & ninety dollars, which the said Samuel Black is to pay unto the said John Young and his assigns, in installments of sixty 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 thereon 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 Samuel Black shall use said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done, and to receive the loads of said boat promptly at each trip with the coal of such Company or person as the said Young 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; and to keep said boat in proper repair, all of which said stipulations, the said Samuel Black hereby covenants and agrees with the said John Young and his assigns to fulfill and perform. And whereas the said Samuel Black is anxious to secure unto the said John Young and his assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said Young and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said Samuel Black is willing to execute these presents.

Now this Indenture Witnesseth that the said Samuel Black, for and in consideration of the premises hath granted, bargained and sold unto the said John Young the Canal Boat called "Five Sisters" & 5 mules & harness, to have and to hold the same forever. Provided nevertheless, that if the said Samuel Black shall well and truly pay unto the said John Young 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 Samuel Black 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 John Young or his assigns, is hereby authorized to take immediate possession of said boat & mules & harness, and after ten days notice thereof in a public newspaper printed in Cumberland City, to sell said boat & mules & harness at public sale as Mortgagee, to the highest bidder for cash or credit, and out of the proceeds of such sale to pay first the expenses of such sale and publication, and the balance due to the said John Young or his assigns, and if there be any overplus, the said Young or his assigns are to pay the same to the said Samuel Black or his assigns.

In Witness whereof the said Samuel Black hath subscribed his name and affixed his seal.

Teste: Andrew Gonder. Wm Gephart Samuel Black {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 19th day of April in the year of our Lord 1859 before me the subscriber, a Justice of the Peace, of the State of Maryland, in and for Allegany County, appeared Samuel Black 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 19th day of April, 1859, before me the subscriber a Justice of the Peace in and for Allegany County, personally appeared John Young the mortgagee in the aforegoing 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 herewith subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

I, Samuel Black the above named mortgagor do hereby agree that John Young the above named mortgagee shall have full power to draw all my freight to pay the amount of the regular installment payments, mentioned in said mortgage of any person or company that I may freight coal for.

April 19th 1859 Samuel Black Allegany County Courthouse, Cumberland, MD, Deed Book 18, p 306, 9/7/1859.

At the request of John Young this Mortgage was recorded Sept. 7th 1859.

This Indenture made this 6th day of September in the year of our Lord 1859 between John Young of Allegany County in the State of Maryland of the first part and Daniel F. T. Castle of Washington County, in the State of Maryland, of the second part.

Witnesseth, whereas the said John Young has this day sold to the said Daniel F. T. Castle the Canal Boat called the "Rainbow" & 4 mules & gear at and for the sum of eighteen hundred and 95 dollars, which the said Daniel F. T. Castle is to pay unto the said John Young and his assigns, in installments of one hundred dollars the first trip and &70.00 for the 6 successive trips and sixty dollars for the rest of the trips made by said boat from Cumberland to Georgetown 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 D. F. T. Castle shall use said boat in freighting coal from Cumberland to the points aforesaid in regular trips with as much expedition and regularity as can be reasonably done, and to receive the loads of said boat promptly at each trip with the coal of the Borden Company or person as said Young 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; and to keep said boat in proper repair, all of which said stipulations, the said D. F. T. Castle hereby covenants and agrees with the said John Young and his assigns to fulfill and perform. And whereas the said D. F. T. Castle is anxious to secure unto the said John Young and his assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said Young and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said D. F. T. Castle is willing to execute these presents.

Now this Indenture Witnesseth that the said D. F. T. Castle for and in consideration of the premises hath granted, bargained and sold unto the said John Young the Canal Boat called "Rainbow" and fixtures and 4 mules and harness to have and to hold the same forever. Provided nevertheless, that if the said Daniel F. T. Castle shall well and truly pay unto the said John Young 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; & shall well and truly do 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 D. F. T. Castle 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 John Young or his assigns, is hereby authorized to take immediate possession of said boat, fixtures, mules and harness and after ten days notice thereof in a public newspaper printed in Cumberland City, to sell said boat and fixtures & harness at public sale as mortgagee to the highest bidder for cash or credit and out of the proceeds of such sale to pay first the expenses of such sale and publication, and the balance due to the said John Young or his assigns and if there be any overplus the said Young or his assigns are to pay the same to the said D. F. T. Castle or his assigns.

In Witness whereof the said D. F. T. Castle hath subscribed his name and affixed his seal.

Teste: Andrew Gonder. James Reynolds Daniel F. T. Castle {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 6th day of September in the year of our Lord 1859 before me the subscriber, a Justice of the Peace, of the State of Maryland, in and for Allegany County, appeared Daniel F. T. Castle 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 Sept. 1859, before me the subscriber a Justice of the Peace in and for Allegany County, personally appeared John Young the mortgagee in the aforegoing mortgage, & 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.

Allegany County Courthouse, Cumberland, MD, Deed Book 19, p 216, 8/31/1860.

At the request of John Young this Mortgage was recorded August 31st 1860.

This Indenture made this 27th day of August in the year of our Lord 1860 between John Young of Allegany County in the State of Maryland of the first part and Albert Zeigler of Allegany County, in the State of Maryland, of the second part.

Witnesseth, whereas the said John Young has this day sold to the said Albert Zeigler the Canal Boat called "Santa Anna" at and for the sum of thirteen hundred dollars, which the said Albert Zeigler is to pay unto the said John Young and his assigns, in installments of sixty 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 Albert Zeigler shall use said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done, and to receive the loads of said [boat] promptly at each trip with the coal of such company or person as said Young 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; and to keep said boat in proper repair, all of which said stipulations, the said Albert Zeigler hereby covenants and agrees with the said John Young and his assigns to fulfill and perform. And whereas the said Albert Zeigler is anxious to secure unto the said John Young and his assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said Young and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said Albert Zeigler is willing to execute these presents.

Now this Indenture Witnesseth that the said Albert Zeigler for and in consideration of the premises hath granted, bargained and sold unto the said John Young the Canal Boat called "Santa Anna," four mules and the boat rigging on said boat and 4 sets of harness, to have and to hold the same forever. Provided nevertheless, that if the said Albert Zeigler shall well and truly pay unto the said John Young 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 Albert Zeigler 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 John Young or his assigns, is hereby authorized to take immediate possession of said boat, mules, boat rigging and harness, and after ten days notice thereof in a public newspaper printed in Cumberland City, to sell said boat, mules, boat rigging and harness at public sale as mortgage to the highest bidder for cash or credit, and out of the proceeds of such sale to pay first the expenses of such sale and publication, and the balance due to the said John Young or his assigns, and if there be any overplus, the said Young or his assigns are to pay the same to the said Albert Zeigler or his assigns.

In Witness whereof the said Albert Zeigler hath subscribed his name and affixed his seal.

Teste: Andrew Gonder. Wm Hert Albert Zeigler {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 27th day of August 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 Albert Zeigler 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 27th day of August, 1860, before me the subscriber a Justice of the Peace in and for Allegany County, personally appeared John Young the mortgagee in the aforegoing 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.

Allegany County Courthouse, Cumberland, MD, Deed Book 19, p 221, 8/31/1860.

At the request of John Young this Mortgage was recorded August 31st 1860.

I John McMullen of Allegany County, State of Maryland, being now indebted to John Young of said County and State, in the sum of one hundred and ninety dollars in consideration thereof do hereby bargain and sell to the said John Young the following property: one dark bay mule, one bay horse about three years old and one bay horse <u>supposed</u> to be about nine years old. Provided that if I the said John McMullen shall pay to the said John Young the said sum of one hundred and ninety dollars (190\$) with interest from the date hereof in installments of twenty dollars on each trip I may make with any boat I may use or run on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria or any or point or port in freighting coal or any other commodity, then these presents shall be void.

And I the said John McMullen do hereby covenant that I will pay the aforesaid sum of money with interest to the said John Young and in default thereof or any part thereof the said John Young shall seize the said mule and two horses and sell the same \_\_\_\_\_\_ and pay himself and if there be an overplus pay the same to me or my assigns. In witness whereof I have subscribed my name and seal on this 30th day of Aug. in the year 1860.

Teste: A. Dick Every Andrew Gonder John McMullen {Seal}

State of Maryland, Allegany County, to wit: On this 30th day of August in the year of our Lord 1860 personally appeared before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County John McMullen and acknowledged the aforegoing mortgage to be his act. And also appeared John Young and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth. In testimony whereof I have subscribed my name. Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 19, p 608, 4/18/1861.

At the request of John Young this Mortgage was recorded April 18th 1861.

This Indenture made this 17th day of April in the year of our Lord 1861 between John Young of Allegany County in the State of Maryland of the first part and James Dixon of Jefferson County, in the State of Virginia, of the second part.

Witnesseth, whereas the said John Young has this day sold to the said James Dixon the Canal Boat called "General Simpson" & 2 mules at and for the sum of fifteen hundred dollars, which the said James Dixon is to pay unto the said John Young 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 Dixon shall use said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done, and to receive the loads of said boat promptly at each trip with the coal of such company or person as said Young 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; and to keep the said boat in proper repair, all of which said stipulations, the said James Dixon hereby covenants and agrees with the said John Young and his assigns to fulfill and perform. And whereas the said James Dixon is anxious to secure unto the said John Young and his assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said Young and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said James Dixon is willing to execute these presents.

Now this Indenture Witnesseth that the said James Dixon for and in consideration of the premises hath granted, bargained and sold unto the said John Young the Canal Boat called "General Simpson" one bay horse & 1 bay mare mule, 1 gray horse mule & 2 black horse mules to have and to hold the same forever. Provided nevertheless, that if the said James Dixon shall well and truly pay unto the said John Young 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 Dixon 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 John Young or his assigns, is hereby authorized to take immediate possession of said boat, horse & mules, and after ten days notice thereof in a public newspaper printed in Cumberland City, to sell said boat, horse & mules at public sale as mortgage to the highest bidder for cash or credit, and out of the proceeds of such sale to pay first the expenses of such sale and publication, and the balance due to the said Young or his assigns, and if there be any overplus, the said Young or his assigns are to pay the same to the said James Dixon or his assigns.

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

	his
Teste: Andrew Gonder.	James X Dixon {Seal}
	mark

State of Maryland, Allegany County, to wit: I hereby certify that on this 17th day of April in the year of our Lord 1861 before me the subscriber, a Justice of the Peace, of the State of Maryland, in and for Allegany County, appeared James Dixon 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 17th day of April, 1861, before me the subscriber a Justice of the Peace in and for Allegany County, personally appeared John Young the mortgagee in the aforegoing 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.

Allegany County Courthouse, Cumberland, MD, Deed Book 20, p 96, 4/3/1862.

At the request of John Young this Bill of Sale was recorded April 3rd 1862.

I Edward McDermott of Allegany County in the State of Maryland in consideration of one hundred and ninety dollars by me due and owing to John Young of said County and State do hereby bargain and sell to said John Young one horse mule called "Mike," and one mare mule called "Dove." (being the same purchased by me from said John Young). Provided that if I the said Edward McDermott shall on or before the 1st day of October next pay or cause to be paid to the said John Young the said sum of one hundred and ninety dollars, then these presents are to be null and void.

Witness my hand and seal on this third day of April in the year 1862.

Teste: Andrew Gonder Andrew Gonder E. McDermott {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 3rd day of April in the year 1862, before me a Justice of the Peace in and for said State and County personally appeared Edward McDermott and acknowledged the aforegoing Bill of Sale to be his act. And at the same time also personally appeared John Young grantee in said Bill of Sale and made oath in due form of law that the consideration set forth in said Bill of Sale is true and bona fide as therein set forth. In witness whereof I hereto set my hand on the day and year aforesaid.

Allegany County Courthouse, Cumberland, MD, Deed Book 20, p 146, 5/6/1862.

At the request of John Young this Mortgage was recorded May 6th 1862.

I Jeremiah Jackson of Allegany Count in the State of Maryland being now indebted to John Young for the purchase money of three mules in the sum of three hundred and thirty dollars if paid within thirty days from this date and then three hundred and forty dollars if not paid within said thirty days in consideration thereof do hereby bargain and sell unto the said John Young, of Allegany County aforesaid, the following property, that is to say: one Canal Boat named "Mrs. L. W. Jackson" and all the furniture and equipment of and on the same, one white horse mule named "Sam," one dark horse mule named "Jack," one brown mare mule named "Doll," one gray mare mule named "Queen," one gray horse mule named "Jim" and one gray horse mule named "John" and all the harness and fixtures belonging to said mules.

Provided that if I the said Jeremiah Jackson shall pay to the said John Young the said sum of three hundred and thirty dollars within the said thirty days from this date with interest thereon from date or Provided that if I the said Jeremiah Jackson shall pay to the said John Young, the said sum of three hundred and forty dollars with interest thereon from this date on or before the 6th day of November 1862 then and in either of said cases these presents shall be void.

And Provided further that if I the said Jeremiah Jackson shall fail to pay the said sum of three hundred and forty dollars with interest aforesaid on or before the said 6th day of November 1862 it shall and may be lawful for the said John Young, his administrators or assigns, to sell the property hereby conveyed at public sale to the highest bidder for cash in the public square in the City of Cumberland in the County aforesaid after giving ten days previous notice of the time, place and terms of sale by printed handbills posted up in said city and such other notice as the said Young or his assigns may deem requisite if they shall deem any such necessary, and out of the proceeds thereof to pay all expenses of sale and the said debt hereby secured with interest aforesaid or so much thereof as may be due and unpaid at the time of said sale and the balance if any, to the said Jeremiah Jackson or his assigns.

Witness my hand and seal this 6th day of May in the year of our Lord one thousand eight hundred and sixty two.

Teste: F. Madore

Jeremiah Jackson {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this sixth day of May in the year of our Lord one thousand eight hundred and sixty two before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County aforesaid personally appeared Jeremiah Jackson and acknowledged the aforegoing deed to be his act. And at the same time and place also appeared before me John Young the mortgagee named in said deed and made oath on the Holy Evangely of Almighty God that the consideration in said mortgage is true and bona fide as therein set forth.

F. Madore, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 20, p 236, 5/27/1862.

At the request of John Young this Mortgage was recorded May 27th 1862.

This Indenture made this 13th day of May in the year of our Lord 1862 between John Young of Allegany County in the State of Maryland of the first part and Oliver Boley of Allegany County, in the State of Maryland, of the second part.

Witnesseth: whereas the said John Young has this day sold to the said Oliver Boley the Canal Boat called "Anna Rinehart" at and for the sum of thirteen hundred and seventy seven dollars, which the said Oliver Boley is to pay unto the said John Young 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 Oliver Boley shall use said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done, and to receive the loads of said boat promptly at each trip with the coal of such Company or person as said Young 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 the said boat in proper repair; all of which said stipulations, the said Oliver Boley hereby covenants and agrees with the said John Young and his assigns to fulfill and perform. And whereas the said Oliver Boley is anxious to secure unto the said John Young and his assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said Young and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said Oliver Boley is willing to execute these presents.

Now this Indenture Witnesseth that the said Oliver Boley for and in consideration of the premises hath granted, bargained and sold unto the said John Young the Canal Boat called "Anna Rinehart" to have and to hold the same forever. Provided nevertheless, that if the said Oliver Boley shall well and truly pay unto the said John Young 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 Oliver Boley 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 John Young 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 mortgage to the highest bidder for cash or credit, and out of the proceeds of such sale to pay first the expenses of such sale and publication, and the balance due to the said John Young or his assigns, and if there be any overplus, the said John Young or his assigns are to pay the same to the said Oliver Boley or his assigns.

In Witness whereof the said Oliver Boley hath subscribed his name and affixed his seal.

Teste: Andrew Gonder.

Oliver Boley {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 13th 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 Oliver Boley 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 13th day of May, 1862, before me the subscriber a Justice of the Peace in and for Allegany County, personally appeared John Young the mortgagee in the aforegoing 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.

I hereby release the within mortgage. Witness my hand and seal this eleventh day of March 1864. Witness: B. M. Blocher John Young {Seal} Allegany County Courthouse, Cumberland, MD, Deed Book 20, p 238, 5/27/1862.

At the request of John Young the following Mortgage was recorded May 27th 1862.

This Indenture made this 13th day of May in the year of our Lord 1862 between John Young of Allegany County in the State of Maryland of the first part and Edward McDermott of Allegany County, in the State of Maryland, of the second part.

Witnesseth, whereas the said John Young has this day sold to the said Edward McDermott the Canal Boat called "Jacob Brengle" at and for the sum of thirteen hundred and one dollars, which the said Edward McDermott is to pay unto the said John Young 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 Edward McDermott shall use said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done, and to receive the loads of said boat promptly at each trip with the coal of such Company or person as said Young 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 the said boat in proper repair; all of which said stipulations, the said Edward McDermott hereby covenants and agrees with the said John Young and his assigns to fulfill and perform. And whereas the said Edward McDermott is anxious to secure unto the said John Young and his assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said Young and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said Edward McDermott is willing to execute these presents.

Now this Indenture Witnesseth that the said Edward McDermott for and in consideration of the premises hath granted, bargained and sold unto the said John Young the Canal Boat called "Jacob Brengle" to have and to hold the same forever. Provided nevertheless, that if the said Edward McDermott shall well and truly pay unto the said John Young 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 Edward McDermott 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 John Young 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 mortgage to the highest bidder for cash or credit, and out of the proceeds of such sale to pay first the expenses of such sale and publication, and the balance due to the said John Young or his assigns, and if there be any overplus, the said Young or his assigns are to pay the same to the said Edward McDermott or his assigns.

In Witness whereof the said Edward McDermott hath subscribed his name and affixed his seal.

Teste: Andrew Gonder.

## Edward McDermott {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 13th 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 Edward McDermott 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 13th day of May, 1862, before me the subscriber a Justice of the Peace in and for Allegany County, personally appeared John Young the mortgagee in the aforegoing 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.

Allegany County Courthouse, Cumberland, MD, Deed Book 20, p 363, 7/25/1862.

At the request of John Young this Mortgage was recorded July 25th 1862.

This Indenture made this 30th day of June in the year of our Lord 1862 between John Young of Allegany County in the State of Maryland of the first part and John Mallon of Allegany County, in the State of Maryland, of the second part.

Witnesseth, whereas the said John Young has this day sold to the said John Mallon the Canal Boat called "Col. S. Moore" at and for the sum of two hundred and fifty dollars, which the said John Mallon is to pay unto the said John Young 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 John Mallon shall use said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done, and to receive the loads of said boat promptly at each trip with the coal of such Company or person as said Young 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 the said boat in proper repair; all of which said stipulations the said John Mallon hereby covenants and agrees with the said John Young and his assigns to fulfill and perform. And whereas the said John Mallon is anxious to secure unto the said John Young and his assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said Young 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 John Young and his assigns the Canal Boat called "Col. S. Moore" to have and to hold the same forever. Provided nevertheless, that if the said John Mallon shall well and truly pay unto the said John Young 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, then & in either event the said John Young 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 to pay first the expenses of such sale & publication, and the balance due to the said John Young or his assigns, and if there be any overplus, the said Young or his assigns are to pay the same to the said John Mallon or his assigns.

In 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 30th day of June 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 John Mallon and acknowledged the foregoing mortgage to be his act. Andrew Gonder, J. P.

State of Maryland, Allegany County, to wit: Be it remembered, & it is hereby certified that on this 25th day of July, 1862, before me the subscriber a Justice of the Peace in and for Allegany County, personally appeared John Young the mortgagee in the aforegoing mortgage, & 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.

Allegany County Courthouse, Cumberland, MD, Deed Book 22, p 367, 2/22/1865.

At the request of Albert Zeigler this Release of Mortgage was recorded Feb. 22nd 1865.

This Indenture made this twenty second day of February in the year one thousand eight hundred and sixty five between John Young of Allegany County in the State of Maryland and Albert Zeigler of the same County and State.

Whereas the said Albert Zeigler by indenture of Mortgage, bearing date on the twenty seventh day of August in the year one thousand eight hundred and sixty, duly executed and recorded among the Land Records of Allegany County in Liber H. R. No 19, folios 216 &c. did for and in consideration of the sum of thirteen hundred grant, bargain and sell unto the said John Young the Canal Boat called "Santa Anna" as by reference to the said deed of mortgage will more gully and at large appear. And whereas the said Albert Zeigler hath fully paid and satisfied to him the said John Young the above mentioned sum of money with the interest thereon, he the said John Young doth agree to execute this instrument of writing as a full release of the above Canal Boat called "Santa Anna."

And this indenture witnesseth that the said John Young for and in consideration of the payment of the above mentioned sum of money and the interest thereon and for and in consideration of the sum of one dollar to him in hand paid by the said Albert Zeigler hath given, granted, bargained and sold, released and reconveyed to him the said Albert Zeigler his heirs and assigns forever the said above mentioned Canal Boat called "Santa Anna."

In Witness whereof I have subscribed my name and affixed my seal this 22nd day of July 1865.

Teste: Andrew Gonder.

John Young {Seal}

State of Maryland, Allegany County, to wit: On this 22nd day of Feb. in the year of our Lord 1865 personally appeared before me the subscriber, a Justice of the Peace, of the State of Maryland, in and for Allegany County, appeared John Young and acknowledged the above indenture or release of mortgage to be his act. In testimony whereof I have subscribed my name.