

COMPILATION OF
FREDERICK MERTENS
CANAL BOAT MORTGAGES
1858 - 1872
WASHINGTON COUNTY, MD

Compiled by
William Bauman
C & O Canal Association Volunteer

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FRONTISPIECE



This canal boat was descending the canal at Hancock, MD based on the heavy draft. The boat was typical of the boats built in the Frederick Mertens Boatyard, Cumberland, MD and sold to Washington County, MD buyers. National Park Service photograph.

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A. PREFACE

In doing similar research for a Thomas Little Family History, I discovered that Frederick Mertens, of Allegany County, had been the mortgagee for 39 canal boats in Washington County between 1858 and 1872.

The similarity of the mortgage text over the years suggests that he copied from one mortgage to the next. Upon closer inspection of the 39 boat mortgages, you will notice that in 31 cases the borrower was required to run the boat day and night until the purchase money, with interest, was paid. In 8 cases the borrower was required to use double teams, if required by Frederick Mertens. The amount of interest was never found in any of the mortgages. Before the flood of June 1889, the canal boats were individually owned and operated. A *Registers Issued to Boats to Navigate the Chesapeake and Ohio Canal, 1873, 1874 & 1875* is available at Lockhouse 75 for the volunteers. That Register lists the name of the several boats, their dimensions and the owner(s) of same. The names of all the listed mortgaged boats will **not** be found in the Register because some boats were sold prior to 1873/4/5 and renamed, some were worn out, and a few were wrecked. But the overwhelming evidence is that, prior to the receivership period, there were boats running 24/7, as we say today. We also have a *Register of Boats Passing Lock 75 for 1875* available at the lockhouse for the volunteers. Even a cursory scan will reveal that boats were passing through Lock 75, ascending or descending, at all hours. Now we know why.

Note that among the first 7 mortgages, 6 were made by Frederick Mertens & John Snyder, partners doing business as Mertens and Snyder, of Allegany County, MD. But sometime between 4/18/1861 and 6/5/1862 Frederick Mertens must have decided to go it alone as John Snyder's name no longer appeared on the mortgages.

Then, starting on 8/25/1863, the mortgages were occasionally co-financed by the Borden Mining Company and Frederick Mertens, each putting up half the purchase money. Each lender wanted half the installment payments each trip. And these mortgages were very clear that if the boat was destroyed, for any reason, or injured beyond repair, then the borrower had thirty days to pay the unpaid principal and interest due each lender. There were four of these mortgages; the last one being on 9/19/1865. Did the events or reports about the War cause Frederick Mertens to establish a business relationship with the Borden Mining Company to co-finance the purchase of his canal boats?

Then starting on 8/8/1870, a stipulation was added to the mortgage that the boat could not be assigned, transferred or set over unto any person whomsoever. That stipulation was included in 9 subsequent mortgages.

This revision corrects some administrative matters.

Frederick Mertens Canal Boat Mortgages 1858 - 1872, Washington County, MD

Owner's Name	Book	Page	Date Recorded	Boat's Name	Purchase Cost	1 st installment	Subsequent installments
B. F. Rohrback	IN 13	352	10/15/1858	A. T. Rohrback	\$548	\$50	Same
John Berry	IN 14	404	12/6/1859	Michael Oshea	\$778	\$40	Same
John R Turner	IN 14	704	5/17/1860	H.C. & J.D. Turner	\$1,200	\$50	\$35
William M. Hill	IN 15	97	9/26/1860	G. W. Birdsall	\$1,429	\$40	Same
William E. Taylor	IN 15	406	3/28/1861	T. J. Baker	\$1,075	\$40	Same
Thomas Little	IN 15	417	4/3/1861	Frederick Mertens	\$1,325	\$45	Same
Ezra Reynolds	IN 15	448	4/15/1861	Ida F. Reynolds	\$1,150	\$30/10	\$35
Thomas Baker	IN 16	248	6/5/1862	James Baker	\$1,016	\$40	Same
S. L. Neal	IN 16	249	6/5/1862	W. T. O'Neal	\$766	\$40	Same
Seth Buchanan	IN 16	255	6/11/1862	Unexpected	\$1,016	\$40	Same
Levi R. Shaw	IN 16	336	9/3/1862	Governor Shaw	\$1,200	\$40	Same
James Colbert	IN 17	73	4/18/1863	Ida F. Reynolds	\$1,100	\$50	Same
Owen Ardinger	IN 17	297	8/25/1863	Sallie Ardinger	\$1,550	\$75	Same
Joseph H. Farrow	IN 17	282	3/21/1864	Colonel Alfred Spates	\$1,050	\$50	Same
J. C. Grove	IN 17	283	3/24/1864	Richard Cropley	\$1,600	\$75	Same
Abraham Kroon	IN 17	521	5/19/1864	M. V. & M. C. Kroon	\$1,550	\$75	Same
George Seaman	LBN 1	56	7/25/1865	Dr. Grimes	\$2,030	\$50	Same
Thomas Little	LBN 1	59	7/27/1865	General Grant	\$1,700	\$100/10	\$60
John Ortman	LBN 1	140	8/24/1865	Fanny Ortman	\$1,700	\$100/5	\$60
John H. Gatrell	LBN 1	178	9/19/1865	M. J. Gatrell	\$1,942	\$50	Same
William R. Shaw	LBN 1	197	10/2/1865	Ursula & Estella	\$2,000	\$100/5	\$60
Levi M. Hall	LBN 1	199	10/2/1865	Lucy Hall	\$1,850	\$100/5	\$60
John R. Turner	LBN 1	331	12/9/1865	Sister Mollie	\$1,800	\$75	Same
E. P. Steffey & Co.	IN 19	539	10/4/1866	E. P. Steffey	\$1,850	\$50	Same
Abraham Kroon	WMcKK 1	467	4/29/1869	Hollander	\$1,600	\$35	Same
Luke Clem	WMcKK 1	472	5/1/1869	H. W. Dellinger	\$1,400	\$35	Same
J. C. Grove & Bro	WMcKK 1	608	7/5/1869	Catherine F. Waters	\$1,600	\$100	Same
William Goddard	WMcKK 1	638	7/23/1869	Loretto	\$2,000	\$35	Same
Owen Ardinger	WMcKK 1	649	7/30/1869	Joseph H. Farrow	\$1,800	\$35	Same
William M. Hill*	WMcKK 1	732	9/21/1869	A. H. Bradt	\$350	\$30	Same
William O. Neal	WMcKK 2	698	8/18/1870	Peter L. Lemen	\$1,987	\$40	Same
Henry Artz	WMcKK 2	699	8/8/1870	Ida & Sallie	\$1,800	\$35	Same
William T. Hassett	WMcKK 2	708	8/15/1870	Joseph R. Haines	\$1,337	\$40	Same
William T. Hassett	WMcKK 2	711	8/15/1870	Tillie B. Lynn	\$1,400	\$35	Same
Edward P. Steffey	WMcKK 4	239	12/9/1871	Grason & Fannie	\$1,800	\$50	Same
Benjamin T. Price	WMcKK 4	330	1/22/1872	Dr. R. J. Duckett	\$2,100	\$40	Same
Charles W. Embrey	WMcKK 4	779	6/22/1872	Theodor Embrey	\$2,100	\$40	Same
Thomas L. Little	WMcKK 5	305	11/27/1872	Gen. Grant	\$1,200	\$50	Same
Thomas L. Little	WMcKK 5	306	11/27/1872	Morning Sun	\$1,200	\$50	Same
Thomas L. Little	WMcKK 5	309	11/27/1872	Mules, tack & furnishings	\$1,200	\$50	Same

* William M. Hill bought this boat from Henry Thomas Weld, see Washington County Deed Book IN 13, page 449, 1858. So, this mortgage was like a home equity loan today.

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Washington County Courthouse, Hagerstown, MD, Deed Book IN 13, p 352, 10/15/1858.

At the request of Mertens & Snyder, the following mortgage is recorded October 15th 1858.

This Mortgage, made this 20th day of September in the year 1858, by B. F. Rohrback of Washington County, and State of Maryland; Witnesseth, that in consideration of the sum of five hundred and forty eight dollars, with interest thereon from the date hereof, now due from the said B. F. Rohrback to Frederick Mertens and John Snyder, partners doing business under the name and style of Mertens and Snyder, of Allegany County and State aforesaid, doth bargain and sell unto the said Mertens and Snyder, the following property, viz: one Canal Boat called the A. T. Rohrback; Provided that if the said B. F. Rohrback shall pay unto the said Mertens and Snyder, the sum of fifty dollars per month for each and every month, from the date hereof, during the season that boating can be done on the Canal, until the said five hundred and forty eight dollars with interest thereon as aforesaid, shall have been paid, and if the said B. F. Rohrback shall well and truly perform all the covenants on his part to be done and performed, as set forth in this mortgage, then this mortgage shall cease and be utterly void and of none effect, otherwise to remain in full force and virtue of law. And this mortgage further Witnesseth that it is mutually agreed between the parties aforesaid, that in case of any default on the part of said B. F. Rohrback to make regular payments on account of said money and interest, as herein provided, or in case of failure to perform any of the stipulations or recitals in this mortgage named, to be done and performed on the part of said B. F. Rohrback then, in either event, the said Mertens and Snyder, are hereby authorized to take immediate possession of said Boat, and after ten days public notice thereof in a newspaper printed in the City of Cumberland, to sell the said Canal boat at public sale, as Mortgagees, to the highest bidder, for Cash, or on credit; and out of the proceeds of such sale pay first the expenses of such sale and advertisement and then the balance due to said Mertens and Snyder, of said money and interest. In Witness whereof the said B. F. Rohrback hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Teste: David Wilhelm

B. F. Rohrback {Seal}

State of Maryland, Washington County, to wit:

I hereby certify that on this seventh day of October in the year 1858, before me the subscriber, a Justice of the Peace, of the State of Maryland, in and for said County, personally appeared B. F. Rohback and acknowledged the foregoing mortgage to be his act and deed. And at the same time and place, before me the subscriber a Justice of the Peace aforesaid, personally appeared Mertens & Snyder, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the above mortgage is true and bona fide as therein set forth.

Acknowledged and certified by and sworn before, David Wilhelm {Seal}

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Washington County Courthouse, Hagerstown, MD, Deed Book IN 14, p 404, 12/6/1859.

At the request of Mertens & Snyder, the following mortgage is recorded December 6th 1859.

Whereas, Frederick Mertens and John Snyder, both of Allegany County, in the State of Maryland, partners trading under the name of Mertens and Snyder, have this day sold to John Berry of Washington County, in the State of Maryland, the Canal Boat called Michael Oshea at and for the sum of seven hundred and seventy eight dollars, which the said John Berry is to pay to the said Mertens and Snyder, or their assigns, in installments of forty dollars on each and every trip made by said boat, from the City of Cumberland to Georgetown, Alexandria, Washington City, or any intermediate points, on the line of the Chesapeake and Ohio Canal until the entire purchase money is paid, with interest from date, crediting the respective payments thereon as of the time when such payments shall be made. And whereas it was a part of said contract of purchase and sale that the said John Berry shall use said boat in freighting coal, iron, lumber, etc. from the City of Cumberland to the points aforesaid in regular trips, with as much expedition and regularity as can be reasonably done, and to receive the loads of said boat promptly at each trip with the coal, iron, lumber, etc. of any company, person or persons, who may be willing to send their coal, iron, lumber, etc. by said boat, and to freight the same at the lowest, current rates, which shall be paid by the Cumberland Coal and Iron Company, the Allegany Mining Company and such other Companies as are now shipping coal, iron, lumber, etc. from the City of Cumberland, by the Chesapeake and Ohio Canal to Georgetown, Alexandria, Washington City, and other points on the line of said Canal; and to keep said boat in proper repair - all of which said stipulations the said John Berry hereby covenants and agrees with the said Mertens and Snyder and their assigns to fulfill and to perform. And whereas the said John Berry is anxious to secure to the said Mertens and Snyder and their assigns, the regular and due payments of each and every installment of said purchase money, and also to secure to the said Mertens and Snyder and their assigns the regular prompt and due performance of the covenants aforesaid, the said John Berry is willing to execute these presents. Now therefore, this deed Witnesseth, that the said John Berry for and in consideration of the premises and of five dollars to him paid by the said Mertens and Snyder, hath granted unto the said Mertens and Snyder the canal boat called Michael Oshea to have and to hold the same forever: Provided nevertheless, that if the said John Berry shall well and truly pay unto the said Mertens and Snyder or their assigns, the aforesaid installments of purchase money, with interest, upon each and every trip as aforesaid, until the whole shall be fully paid; and shall well and truly do and perform all the covenants on his part to be done and perform as set forth in this mortgage, then this instrument of writing to be void, otherwise to remain in full force and virtue in law. And this Deed further Witnesseth that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said John Berry in making regular payments on account of said purchase money, as herein provided, or in case of a failure to perform any of the covenants named in this mortgage, then, and in either events, the said Mertens and Snyder, or their assigns, are hereby authorized to take immediate possession of said boat, and after twenty days notice thereof, in a public newspaper printed in Cumberland City to sell said boat, as Mortgagees, to the highest bidder for cash or credit; and out of the proceeds of such sale pay first the expenses of such sale and

publication, and the balance due to the said Mertens and Snyder, or their assigns, and the surplus if any to the said John Berry or his assigns. Witness my hand and seal this twenty fourth day of November 1859.

Teste: O. M. Clain

John Berry {Seal}

State of Maryland, Washington County, to wit:

I hereby certify that on this 24th day of November in the year 1859, before me the subscriber, a Justice of the Peace, of the said State, in and for the County aforesaid, personally appeared John Berry and acknowledged the foregoing mortgage to be his act.

Acknowledged before,

O. M. Clain, J. P.

We hereby release the foregoing mortgage. Witness our hands and seals.

Teste: John Myers

Mertens and Snyder {Seal}
by F. Mertens {Seal}

Washington County Courthouse, Hagerstown, MD, Deed Book IN 14, p 704, 5/17/1860.

At the request of Fred Mertens, the following mortgage is recorded May 17th 1860.

This Indenture, made this fourth day of May in the year of our Lord, 1860, between Frederick Mertens, of Allegany County, in the State of Maryland, of the first part, and John R. Turner, of Washington County in the State of Maryland, of the second part. Witnesseth; Whereas, the said Frederick Mertens has this day sold to the said John R. Turner the Canal Boat called H.C. & J.C. Turner at and for the sum of twelve hundred dollars, which the said John R. Turner is to pay unto the said Frederick Mertens, and his assigns, in installments of fifty dollars for each of the four first; and thirty five (\$35), dollars, for all the succeeding 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 R. Turner shall use said boat in freighting coal from Cumberland to the points aforesaid, in regular trips both day and night with as much expedition and regularity as can be reasonably done, and to keep said boat in proper repair, all of which said stipulations the said John R. Turner hereby covenants and agrees with the said Frederick Mertens and his assigns to fulfill and to perform. And whereas, the said John R. Turner is anxious to secure to the said Frederick Mertens and his assigns, the regular and due payments of each and every installment of said purchase money, and also to secure to the said Mertens and his assigns, the regular prompt and due performance of the covenants aforesaid, the said John R. Turner is willing to execute these presents. Now this indenture Witnesseth, that the said John R. Turner for and in consideration of the premises hath granted, bargained and sold unto the said Frederick Mertens the canal boat called H.C. & J.C. Turner to have and to hold the same forever: Provided nevertheless, that if the said John R. Turner shall well and truly pay unto the said Frederick Mertens or his assigns, the aforesaid installments of purchase money, with interest, upon each and every trip as aforesaid, until the whole shall be fully paid; and shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this mortgage, then this instrument of writing shall be void; otherwise to remain in full force and virtue in law. And this Indenture further Witnesseth that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said John R. Turner in making regular payments on account of said purchase money, as herein provided, or in case of a failure to perform any of the covenants named in this mortgage, then, and in either event, the said Frederick Mertens, or his assigns, is hereby authorized to take immediate possession of said boat, and after ten days notice thereof, in a public newspaper printed in Cumberland City to sell said boat, as mortgagee, to the highest bidder for cash or credit; and out of the proceeds of such sale pay first the expenses of such sale and publication, and the balance due to the said Frederick Mertens, or his assigns, and if there be any overplus, the said Mertens or his assigns are to pay the same to the said John R. Turner or his assigns. In witness whereof the said John R. Turner hath subscribed his name and affixed his seal

Teste: T. N. Halley

John R. Turner {Seal}

State of Maryland, Washington County, to wit:

I hereby certify that on this fourth day of May in the year of our Lord 1860, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Washington County, personally appeared John R. Turner, and acknowledged the foregoing mortgage to be his act.

Tacitus N. Halley, J. P.

State of Maryland, Allegany County, to wit:

Be it remembered and it is hereby certified, that on this seventh day of May 1860, before me the subscriber, a Justice of the Peace in and for Allegany County, personally appeared Frederick Mertens the mortgagee in the foregoing mortgage, and made oath on the Holy Evangelical of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In Witness whereof, I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit:

I hereby certify that Andrew Gonder, Esq. before whom the annexed affidavit was made, and whose name is thereto subscribed, was at the time thereof, and still is a Justice of the Peace of the said State in and for the County aforesaid, duly commissioned and qualified. In Testimony whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for said County, at Cumberland this 7th day of May 1860.

Horace Resley,
Clerk, Circuit Court for Allegany County

I hereby release the within mortgage this 1st day of April 1861.
Witness B. M. Blocker
April 18, 1864

F. Mertens {Seal}

Washington County Courthouse, Hagerstown, MD, Deed Book IN 15, p 97, 9/26/1860.

At the request of Mertens & Snyder, the following mortgage was recorded November 26th 1860.

This Indenture, made this 19th day of September in the year of our Lord 1860, between Frederick Mertens and John Snyder, partners trading under the name of Mertens and Snyder, of Allegany County, in the State of Maryland, of the first part, and William M. Hill, of Washington County, in the State of Maryland, of the second part. Witnesseth: Whereas the said Mertens & Snyder, have this day sold to the said William M. Hill, the Canal Boat G. W. Birdsall at and for the sum of fourteen hundred & twenty nine dollars, which the said William M. Hill is to pay unto the said Mertens & Snyder, or their 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 William M. Hill shall use said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done, by running both by day & night, and to receive the loads of said boat promptly at each trip, with the coal of such company or person, as said Mertens & Snyder or their assigns shall direct; and to freight the same at the lowest, current rates, which shall be paid by the Cumberland Coal and Iron Company, the Allegany Mining Company and such other Companies as are now shipping coal from Cumberland, on the Chesapeake and Ohio Canal to Georgetown, Alexandria, and Washington City; and to keep said boat in proper repair, all of which said stipulations the said William M. Hill hereby covenants and agrees with the said Mertens & Snyder and their assigns to fulfill and to perform. And whereas the said William M. Hill is anxious to secure to the said Mertens & Snyder and their assigns, the regular and due payments of each and every installment of said purchase money, and also to secure to the said Mertens and Snyder and their assigns the regular, prompt and due performance of the covenants aforesaid, the said William M. Hill is willing to execute these presents. Now this Indenture Witnesseth, that the said William M. Hill for and in consideration of the premises hath granted, bargained and sold unto the said Mertens & Snyder the Canal boat called G. W. Birdsall, to have and to hold the same forever: Provided nevertheless, that if the said William M. Hill shall well, and truly pay unto the said Mertens & Snyder or their assigns, the aforesaid installments of purchase money, with interest, upon each and every trip as aforesaid, until the whole shall be fully paid; and shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this mortgage, then this instrument of writing to be void; otherwise to remain in full force and virtue in law. And this indenture further Witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said William M. Hill 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 Mertens & Snyder, or their assigns, are hereby authorized to take immediate possession of said boat, and after ten days notice thereof, in a public newspaper printed in Cumberland City to sell said boat, as mortgagees, to the highest bidder for cash or credit; and out of the proceeds of such sale pay

first the expenses of such sale and publication, and the balance due to the said Mertens & Snyder, or their assigns, and if there be an overplus, the said Mertens & Snyder or their assigns are to pay the same to the said William M. Hill or his assigns. Witness whereof the said William M. Hill subscribed his name and affixed his seal.

Teste: O. M. Clain

William M. Hill {Seal}

State of Maryland, Washington County, to wit:

I hereby certify that on this 19th day of September 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 William M. Hill, and acknowledged the foregoing mortgage to be his act.

O. M. Clain, J. P.

State of Maryland, Allegany County, to wit,

Be it remembered, and it is hereby certified, that on this 21st day of September 1860, before me the subscriber, a Justice of the Peace in and for Allegany County, personally appeared Frederick Mertens one of the firm of Mertens and Snyder the mortgagee; in the foregoing mortgage, and made oath on the Holy Evangelical of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In Witness whereof, I hereby subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit,

I hereby certify, that Andrew Gonder, Esq., before whom the above affidavit was made, and whose genuine signature appears thereto, was at the time thereof a Justice of the Peace of the said State in and for the County aforesaid duly commissioned and sworn. In testimony whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Allegany County this 21st day of September 1860.

H. Resley, Clerk.

I hereby release the foregoing mortgage. Witness our hand & seal.

Witness: B. W. Blocker

Mertens and Snyder {Seal}
by F. Mertens {Seal}

Washington County Courthouse, Hagerstown, MD, Deed Book IN 15, p 406, 3/21/1861.

At the request of Mertens & Snyder, the following mortgage was recorded March 28th 1861.

This Indenture, made this 18th day of March in the year of our Lord 1861, between Frederick Mertens and John Snyder, partners trading under the name of Mertens & Snyder, of Allegany County, in the State of Maryland, of the first part, and William E. Taylor, of Washington County, in the State of Maryland, of the second part; Witnesseth: Whereas the said Mertens & Snyder, have this day sold to the said William E. Taylor, the Canal Boat called T. J. Baker at and for the sum of One thousand and seventy five dollars, which the said William E. Taylor is to pay unto the said Mertens & Snyder, and their 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 William E. Taylor 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 Mertens & Snyder or their assigns shall direct; and to freight the same at the lowest, current rates, which shall be paid by the Cumberland Coal and Iron Company, the Allegany Mining Company and such other Companies as are now shipping coal from Cumberland, on the Chesapeake and Ohio Canal, to Georgetown, Alexandria, and Washington City; and to keep said boat in proper repair, all of which said stipulations the said William E. Taylor hereby covenants and agrees with the said Mertens & Snyder and their assigns to fulfill and to perform. And whereas the said William E. Taylor is anxious to secure unto the said Mertens & Snyder and their assigns, the regular and due payments of each and every installment of said purchase money, and also to secure to the said Mertens & Snyder and their assigns the regular, prompt and due performance of the covenants aforesaid, the said William E. Taylor is willing to execute these presents. Now this Indenture Witnesseth, that the said William E. Taylor for and in consideration of the premises hath granted, bargained and sold unto the said Mertens & Snyder the Canal Boat called T. J. Baker to have and to hold the same forever. Provided nevertheless, that if the said William E. Taylor shall well, and truly pay unto the said Mertens & Snyder or their assigns, the aforesaid installments of purchase money, with interest, upon each and every trip as aforesaid, until the whole shall be fully paid; and shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this mortgage, then this instrument of writing to be void; otherwise to remain in full force and virtue in law. And this Indenture further Witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said William E. Taylor 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 Mertens & Snyder, or their 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, as mortgagees, to the highest bidder for cash or credit; and out of the proceeds of such sale pay first the expenses of such sale and publication, and the balance due to the said Mertens &

Snyder, or their assigns, and if there be an overplus, the said Mertens & Snyder or their assigns are to pay the same to the said William E. Taylor or his assigns. Witness whereof the said William E. Taylor subscribed his name and affixed his seal.

Teste: O. M. Clain, J. A. Ensminger

William E. Taylor {Seal}

State of Maryland, Washington County, to wit:

I hereby certify that on this 18th day of March 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 William E. Taylor and acknowledged the foregoing mortgage to be his act.

O. M. Clain, J. P.

State of Maryland, Allegany County, to wit,

Be it remembered, and it is hereby certified, that on this 26th day of March 1861, before me the subscriber, a Justice of the Peace in and for Allegany County, personally appeared John Snyder one of the firm of Mertens & Snyder the mortgagee; in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In Witness whereof, I hereby subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit,

I hereby certify, that Andrew Gonder, Esq., before whom the above acknowledgement and affidavit was made, was at the time thereof and still is a Justice of the Peace of the State of Maryland in and for Allegany County, duly commissioned and sworn. In testimony whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Allegany County this 27th day of March 1861.

H. Resley, Clerk.

Washington County Courthouse, Hagerstown, MD, Deed Book IN 15, p 417, 4/3/1861.

At the request of Mertens & Snyder, the following mortgage was recorded April 3rd 1861.

This Indenture, made this 30th day of March in the year of our Lord 1861, between F. Mertens & John Snyder, partners trading under the name of Mertens & Snyder of Allegany County, in the State of Maryland, of the first part, and Thomas Little of Washington County, in the State of Maryland, of the second part; Witnesseth: Whereas, the said Mertens & Snyder, hath this day sold to the said Thos. Little, the Canal Boat called Frederick Mertens at and for the sum of Thirteen hundred & twenty five dollars, which the said Thos. Little is to pay unto the said Mertens & Snyder, and their 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 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 Thomas Little shall use said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done, by running Boat day & night, and to receive the loads of said boat promptly at each trip, with the coal of such company, or person, as said Mertens & Snyder or their assigns shall direct; and to freight the same at the lowest, current rates, which shall be paid by the Cumberland Coal and Iron Company, the Allegany Mining Company, and such other companies as are now shipping coal from Cumberland, on the Chesapeake & Ohio Canal, to Georgetown, Alexandria, and Washington City; and to keep said boat in proper repair, all of which said stipulations the said Thos. Little hereby covenants and agrees with the said Mertens & Snyder and their assigns to fulfill and perform. And whereas the said Th. Little [is] anxious to secure unto the said Mertens & Snyder and their assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said Mertens & Snyder and their assigns the regular, prompt and due performance of the covenants aforesaid, the said Th. Little [is] willing to execute these presents. Now this indenture Witnesseth, that the said Th. Little for and in consideration of the premises, hath granted, bargained, and sold unto the said Mertens & Snyder the Canal Boat called Fred. Mertens to have and to hold the same forever. Provided, nevertheless, that if the said Th. Little shall well and truly pay unto the said Mertens & Snyder or their assigns, the aforesaid installments of purchase money, with interest, upon each and every trip as aforesaid, until the whole shall be fully paid; and shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this mortgage, then this instrument of writing to be void; otherwise to remain in full force and virtue in law. And this Indenture further Witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said Th. Little 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 Mertens & Snyder, or their 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 mortgagees, to the highest bidder for cash or credit; and out of the proceeds of such sale pay first the expenses of such sale and publication, and the balance due to the said Mertens & Snyder, or their assigns, and if there

be an overplus, the said Mertens & Snyder or their assigns are to pay the same to the said Th. Little or his assigns. In witness whereof the said Th. Little hath subscribed his name and affixed his seal.

Teste: Jo. Harrison, John Beard

Thomas Little {Seal}

State of Maryland, Washington County, to wit:

I hereby certify that on this 30th day of March in the year of our Lord 1861 before me, the subscriber, a Justice of the Peace, of the State of Maryland, in and for Washington County, appeared Thomas Little and acknowledged the foregoing mortgage to be his act.

Joseph Harrison, J. P.

State of Maryland, Allegany County, to wit,

Be it remembered, and it is hereby certified, that on this 1st day of April 1861, before me the subscriber, a Justice of the Peace in and for Allegany County, personally appeared Frederick Mertens one of the firm of Mertens & Snyder, one of the mortgagees in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide, as herein set forth. In Witness whereof, I hereby subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

Allegany County, to wit,

I hereby certify, that Andrew Gonder, Esq., before whom the within affidavit was made, and who has thereto subscribed his name, is one of the Justices of the Peace of the State of Maryland in and for Allegany County, duly commissioned and sworn. In testimony whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Allegany County this 1st day of April 1861.

H. Resley, Clerk.

Washington County Courthouse, Hagerstown, MD, Deed Book IN 15, p 448, 4/18/1861.

At the request of Mertens & Snyder, the following mortgage was recorded April 18th 1861.

This Indenture, made this 1st day of April in the year of our Lord 1861, between Frederick Mertens and John Snyder, partners trading under the name of Mertens & Snyder, of Allegany County, in the State of Maryland, of the first part, and Ezra Reynolds of Washington County, in the State of Maryland, of the second part; Witnesseth: Whereas the said Mertens & Snyder, have this day sold to the said E. Reynolds, the Canal Boat called Ida F. Reynolds at and for the sum of Eleven hundred and fifty dollars, which the said E. Reynolds is to pay unto the said Mertens & Snyder, and their assigns, in installments of thirty dollars, for the first ten trips & thirty five dollars for all the trips made by said boat, from Cumberland to Georgetown, Alexandria, or Washington City thereafter 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 Ezra Reynolds shall use said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done, by running Boat day & night, and to receive the loads of said boat promptly at each trip, with the coal of such company or person, as said Mertens & Snyder or their assigns shall direct; and to freight the same at the lowest, current rates, which shall be paid by the Cumberland Coal and Iron Company, the Allegany Mining Company and such other companies as are now shipping coal from Cumberland, on the Chesapeake and Ohio Canal, to Georgetown, Alexandria, and Washington City; and to keep said boat in proper repair, all of which said stipulations the said E. Reynolds hereby covenants and agrees with the said Mertens & Snyder and their assigns to fulfill and to perform. And whereas the said E. Reynolds is anxious to secure unto the said Mertens & Snyder and their assigns, the regular and due payments of each and every installment of said purchase money, and also to secure to the said Mertens & Snyder and their assigns the regular, prompt and due performance of the covenants aforesaid, the said E. Reynolds is willing to execute these presents. Now this Indenture Witnesseth, that the said E. Reynolds for and in consideration of the premises hath granted, bargained and sold unto the said Mertens & Snyder the Canal Boat called Ida F. Reynolds to have and to hold the same forever. Provided nevertheless, that if the said E. Reynolds shall well, and truly pay unto the said Mertens & Snyder or their assigns, the aforesaid installments of purchase money, with interest, upon each and every trip as aforesaid, until the whole shall be fully paid; and shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this mortgage, then this instrument of writing 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 E. Reynolds 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 Mertens & Snyder, or their 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 mortgagees, to the highest bidder for cash or credit; and out of the proceeds of such sale pay first the expenses of such sale and publication, and the balance due to the

said Mertens & Snyder, or their assigns, and if there be an overplus, the said Mertens & Snyder or their assigns are to pay the same to the said E. Reynolds or his assigns. Witness whereof the said E. Reynolds hath subscribed his name and affixed his seal.

Teste: Jeremiah Kuhn

Ezra Reynolds {Seal}

State of Maryland, Washington County, to wit:

I hereby certify that on this 15th 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 Washington County, appeared Ezra Reynolds and acknowledged the foregoing mortgage to be his act.

Jeremiah Kuhn, J. P.

State of Maryland, Allegany County, to wit,

Be it remembered, and it is hereby certified, that on this 16th day of April 1861, before me the subscriber, a Justice of the Peace in and for Allegany County, personally appeared Frederick Mertens one of the firm of Mertens & Snyder the mortgagees; in the foregoing mortgage, and made oath on the Holy Evangelical of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In Witness whereof, I hereby subscribe my name on the day and year aforesaid.

Henry M. Keon, J.P.

State of Maryland, Allegany County, to wit,

I hereby certify, that Henry M. Keon, Esquire, before whom the foregoing affidavit was made, and whose genuine signature appears thereto, was at the time thereof a Justice of the Peace of the said State in and for the County aforesaid, duly elected, commissioned and sworn. In testimony whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Allegany County this 16th day of April 1861.

Horace Resley, Clerk.

I hereby release the within Mortgage this 1st day of April 1864

Witness: B. M. Blocker

April 18th 1864

Mertens & Snyder

by F. Mertens

Washington County Courthouse, Hagerstown, MD, Deed Book IN 16, p 248, 6/5/1862.

At the request of Frederick Mertens, the following Mortgage was recorded June 5th 1862.

This Indenture, made this 22nd day of May in the year of our Lord 1862, between Frederick Mertens, of Allegany County, in the State of Maryland, of the first part, and Thomas Baker of Washington County, in the State of Maryland, of the second part; Witnesseth: Whereas the said F. Mertens, has this day sold to the said Thomas Baker the Canal Boat called James Baker at and for the sum of One thousand and sixteen Dollars and seventy-five cents, which the said Thomas Baker is to pay unto the said F. Mertens, and his assigns, in installments of forty dollars each, for all the trips made by said boat, from Cumberland to Georgetown or Washington City, or any of the intermediate points on the Canal, until the entire purchase money is paid, with interest from date, crediting the respective payments thereon as of the time when such payments shall be made. And Whereas it was a part of said contract of purchase and sale, that the said Thomas Baker shall use said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done, by running Boat day & night, and to receive the loads of said boat promptly at each trip, with the coal of such company or persons, as said F. Mertens or his assigns shall direct; and to freight the same at the lowest, current rates, which shall be paid by the Cumberland Coal and Iron Company, the Allegany Mining Company and such other companies as are now shipping coal from Cumberland, on the Chesapeake and Ohio Canal, to Georgetown, Alexandria, and Washington City; and to keep said boat in proper repair, all of which said stipulations the said Thomas Baker hereby covenants and agrees with the said F. Mertens and his assigns to fulfill and to perform. And whereas the said Thomas Baker [is] anxious to secure unto the said F. Mertens and his assigns, the regular and due payments of each and every installment of said purchase money, and also to secure to the said F. Mertens and his assigns the regular, prompt and due performance of the covenants aforesaid, the said Thomas Baker [is] willing to execute these presents. Now this Indenture Witnesseth, that the said Thomas Baker for and in consideration of the premises hath granted, bargained and sold unto the said F. Mertens the Canal Boat called James Baker to have and to hold the same forever. Provided nevertheless, that if the said Thomas Baker shall well, and truly pay unto the said F. Mertens or his assigns, the aforesaid installments of purchase money, with interest, upon each and every trip as aforesaid, until the whole shall be fully paid; and shall well and truly do and perform all 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 Thomas Baker to make regular payments on account of said purchase money, as herein provided, or in case of a failure to perform any of the covenants named in this mortgage, then, and in either event, the said F. Mertens, or his assigns, is hereby authorized to take immediate possession of said boat, and after ten days notice thereof, in a public newspaper printed in the City of Cumberland, to sell said boat at public sale as mortgagees, to the highest bidder for cash or credit; and out of the proceeds of such sale pay first the expenses of such sale and publication, and the balance due to the said F. Mertens, or his assigns, and if there be an overplus, the said F. Mertens or his assigns are to pay the same to the said Thomas Baker or

his assigns. Witness whereof the said Thomas Baker hath subscribed his name and affixed his seal.

Teste: William Conrad, J. Rhode

Thomas Baker {Seal}

State of Maryland, Washington County, to wit:

I hereby certify that on this 22nd 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 Washington County, appeared Thomas Baker and acknowledged the foregoing mortgage to be his act.

J. Rhode, J. P.

State of Maryland, Allegany County, to wit,

Be it remembered, and it is hereby certified, that on this 24th day of Mat 1862, before me the subscriber, a Justice of the Peace in and for Allegany County, personally appeared F. Mertens the mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In Witness whereof, I hereby subscribe my name on the day and year aforesaid.

F. Madore, J.P.

State of Maryland, Allegany County, to wit,

I hereby certify, that F. Madore Esquire, before whom the annexed Affidavit of F. Mertens was made, and whose genuine signature appears thereto, was at the time thereof a Justice of the Peace of the said State in and for the County aforesaid, duly elected, commissioned and sworn. In testimony whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Allegany County, at Cumberland, this 24th day of May 1862.

Horace Resley,
Clerk of the Circuit Court for Allegany County.

I hereby release the foregoing mortgage. Witness my hand and seal. F. Mertens {Seal}

Teste: John Myers

Washington County Courthouse, Hagerstown, MD, Deed Book IN 16, p 249, 6/5/1862.

At the request of Frederick Mertens, the following Mortgage was recorded June 5th 1862.

This Indenture, made this 20th day of May in the year of our Lord 1862, between Frederick Mertens, of Allegany County, in the State of Maryland, of the first part, and S. L. Neal of Washington County, in the State of Maryland, of the second part; Witnesseth: Whereas the said F. Mertens, has this day sold to the said S. L. Neal the Canal Boat called W. T. O'Neal at and for the sum of Seven hundred and sixty six Dollars, which the said S. L. Neal is to pay unto the said F. Mertens, and his assigns, in installments of forty dollars each, for all the trips made by said boat, from Cumberland to Georgetown, Alexandria, Washington City, or any of the intermediate points on the Ches. & O. Canal, until the entire purchase money is paid, with interest from date, crediting the respective payments thereon as of the time when such payments shall be made. And Whereas it was a part of said contract of purchase and sale, that the said S. L. Neal shall use said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done, by running boat night & day, and to receive the loads of said boat promptly at each trip, with the coal of such company or person, as said F. Mertens or his assigns shall direct; and to freight the same at the lowest, current rates, which shall be paid by the Cumberland Coal and Iron Company, the Allegany Mining Company and such other companies as are now shipping coal from Cumberland, on the Chesapeake and Ohio Canal, to Georgetown, Alexandria, and Washington City; and to keep said boat in proper repair, all of which said stipulations the said S. L. Neal hereby covenants and agrees with the said F. Mertens and his assigns to fulfill and to perform. And whereas the said S. L. Neal [is] anxious to secure unto the said F. Mertens and his assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said F. Mertens and his assigns the regular, prompt and due performance of the covenants aforesaid, the said S. L. Neal [is] willing to execute these presents. Now this Indenture Witnesseth, that the said S. L. Neal for and in consideration of the premises hath granted, bargained and sold unto the said F. Mertens the Canal Boat called W. T. O'Neal to have and to hold the same forever. Provided nevertheless, that if the said S. L. Neal shall well, and truly pay unto the said F. Mertens or his assigns, the aforesaid installments of purchase money, with interest, upon each and every trip as aforesaid, until the whole shall be fully paid; and shall well and truly do and perform all 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 S. L. Neal to make regular payments on account of said purchase money, as herein provided, or in case of a failure to perform any of the covenants named in this mortgage, then, and in either event, the said F. Mertens, or his assigns, is hereby authorized to take immediate possession of said boat, and after ten days notice thereof, in a public newspaper printed in the city of Cumberland, to sell said boat at public sale as mortgagees, to the highest bidder for cash or credit; and out of the proceeds of such sale pay first the expenses of such sale and publication, and the balance due to the said F. Mertens, or his assigns, and if there be an overplus, the said F. Mertens or his

assigns are to pay the same to the said S. L. Neal or his assigns. Witness whereof the said S. L. Neal hath subscribed his name and affixed his seal.

Teste: John Earhart, J. Rhode

S. L. Neal {Seal}

State of Maryland, Washington County, to wit:

I hereby certify that on this 20th 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 Washington County, appeared S. L. Neal and acknowledged the foregoing mortgage to be [his] act.

J. Rhode, J. P.

State of Maryland, Allegany County, to wit,

Be it remembered, and it is hereby certified, that on this 23rd day of Mat 1862, before me the subscriber, a Justice of the Peace in and for Allegany County, personally appeared F. Mertens the mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In Witness whereof, I hereby subscribe my name on the day and year aforesaid.

F. Madore, J.P.

State of Maryland, Allegany County, to wit,

I hereby certify, that F. Madore Esquire, before whom the annexed affidavit of F. Mertens was made, and whose genuine signature appears thereto, was at the time thereof a Justice of the Peace of the said State in and for the County aforesaid, duly elected, commissioned and sworn. In testimony whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Allegany County, at Cumberland, this 23rd day of May 1862.

Horace Resley,
Clerk of the Circuit Court for Allegany County.

Washington County Courthouse, Hagerstown, MD, Deed Book IN 16, p 255, 6/11/1862.

At the request of Frederick Mertens, the following Mortgage was recorded June 11th 1862.

This Indenture, made this 30th day of May in the year of our Lord 1862, between Frederick Mertens, of Allegany County, in the State of Maryland, of the first part, and Seth Buchanan of Washington County, in the State of Maryland, of the second part; Witnesseth: Whereas the said F. Mertens, has this day sold to the said Seth Buchanan the Canal Boat called Unexpected at and for the sum of One thousand & sixteen dollars and seventy five cents, which the said Seth Buchanan is to pay unto the said F. Mertens, and his assigns, in installments of forty dollars each, for all the trips made by said boat from Cumberland to Georgetown, Alexandria & Washington City, or any of the intermediate points on the Ches. & O. Canal, until the entire purchase money is paid, with interest from date, crediting the respective payments thereon as of the time when such payments shall be made. And Whereas it was a part of said contract of purchase and sale, that the said Seth Buchanan shall use said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done, by running boat day & night, and to receive the loads of said boat promptly at each trip, with the coal of such company or person, as said F. Mertens or his assigns shall direct; and to freight the same at the lowest, current rates, which shall be paid by the Cumberland Coal and Iron Company, the Allegany Mining Company and such other companies as are now shipping coal from Cumberland, on the Chesapeake and Ohio Canal, to Georgetown, Alexandria, and Washington City; and to keep said boat in proper repair, all of which said stipulations the said Seth Buchanan hereby covenants and agrees with the said F. Mertens and his assigns to fulfill and to perform. And Whereas the said Seth Buchanan [is] anxious to secure unto the said F. Mertens and his assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said F. Mertens and his assigns the regular, prompt and due performance of the covenants aforesaid, the said Seth Buchanan [is] willing to execute these presents. Now this Indenture Witnesseth, that the said Seth Buchanan for and in consideration of the premises hath granted, bargained and sold unto the said F. Mertens the Canal Boat called Unexpected to have and to hold the same forever. Provided nevertheless, that if the said Seth Buchanan shall well, and truly pay unto the said F. Mertens or his assigns, the aforesaid installments of purchase money, with interest, upon each and every trip as aforesaid, until the whole shall be fully paid; and shall well and truly do and perform all 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 Seth Buchanan to make regular payments on account of said purchase money, as herein provided, or in case of a failure to perform any of the covenants named in this mortgage, then, and in either event, the said F. Mertens, or his assigns, is hereby authorized to take immediate possession of said boat, and after ten days notice thereof, in a public newspaper printed in the city of Cumberland, to sell said boat at public sale as mortgagees, to the highest bidder for cash or credit; and out of the proceeds of such sale pay first the expenses of such sale and publication, and the balance due to the said F. Mertens, or his assigns, and if there be an overplus, the said F. Mertens or his assigns are

to pay the same to the said Seth Buchanan or his assigns. Witness whereof the said Seth Buchanan hath subscribed his name and affixed his seal.

Teste: H. Downer

Seth Buchanan {Seal}

State of Maryland, Washington County, to wit:

I hereby certify that on this 30th 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 Washington County, appeared Seth Buchanan and acknowledged the foregoing mortgage to be his act.

J. Rhode, J. P.

State of Maryland, Allegany County, to wit,

Be it remembered, and it is hereby certified, that on this 9th day of June 1862, before me the subscriber, a Justice of the Peace in and for Allegany County, personally appeared Frederick Mertens the mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In Witness whereof, I hereby subscribe my name on the day and year aforesaid.

J. M. Strong, J.P.

State of Maryland, Allegany County, to wit,

I hereby certify, that J. M. Strong Esquire, before whom the annexed affidavit of Frederick Mertens was made, and whose genuine signature appears thereto, was at the time thereof a Justice of the Peace of the said State in and for the County aforesaid, duly elected, commissioned and sworn. In testimony whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Allegany County, at Cumberland, this 9th day of June 1862.

Horace Resley,
Clerk of the Circuit Court for Allegany County.

I hereby release the foregoing mortgage. Witness my hand and seal. F. Mertens {Seal}

Test: John Myers.

Washington County Courthouse, Hagerstown, MD, Deed Book IN 16, p 336, 9/3/1862.

At the request of Frederick Mertens, the following mortgage was recorded September 3rd 1862.

This Indenture, made this 25th day of August in the year of our Lord, 1862, between Frederick Mertens, of Allegany County, in the State of Maryland, of the first part, and Levi R. Shaw, of Washington County in the State of Maryland, of the second part. Witnesseth; Whereas, the said F. Mertens has this day sold to the said L. R. Shaw the Canal Boat called Governor Shaw, at and for the sum of twelve hundred dollars, which the said L. R. Shaw is to pay unto the said F. Mertens, and his assigns, in installments of forty dollars each, for all the trips made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, or any other point on the Canal or River, 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 L. R. Shaw shall use said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done by day and night boating, and to receive the loads of said boat promptly at each trip with the coal of such company or person, as said F. Mertens or his assigns shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Allegany Mining Company, and such other companies as are now shipping coal from Cumberland, on the Chesapeake & Ohio Canal, to Georgetown, Alexandria and Washington City; and to keep said boat in proper repair, all of which said stipulations the said L. R. Shaw hereby covenant and agree with the said F. Mertens and his assigns to fulfill and to perform. And whereas, the said L. R. Shaw is anxious to secure to the said F. Mertens and his assigns, the regular and due payments of each and every installment of said purchase money, and also to secure to the said F. Mertens and his assigns, the regular prompt and due performance of the covenants aforesaid, the said L. R. Shaw is willing to execute these presents. Now this indenture Witnesseth, that the said L. R. Shaw for and in consideration of the premises hath granted, bargained and sold unto the said F. Mertens the canal boat called Governor Shaw to have and to hold the same forever: Provided nevertheless, that if the said L. R. Shaw shall well and truly pay unto the said F. Mertens or his assigns, the aforesaid installments of purchase money, with interest, upon each and every trip as aforesaid, until the whole shall be fully paid; and shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this mortgage, then this instrument of writing shall be void; otherwise to remain in full force and virtue in law. And this Indenture further Witnesseth that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said L. R. Shaw to make regular payments on account of said purchase money, as herein provided, or in case of a failure to perform any of the covenants named in this mortgage, then, and in either event, the said F. Mertens, or his assigns, is hereby authorized to take immediate possession of said boat, and after ten days notice thereof, in a public newspaper printed in the city of Cumberland to sell said boat at public sale as mortgagee, to the highest bidder for cash or credit; and out of the proceeds of such sale pay first the expenses of such sale and publication, and the balance due to the said F. Mertens, or his assigns, and if there be any overplus, the said F. Mertens or his assigns are to pay the same to

the said L. R. Shaw or his assigns. In witness whereof the said L. R. Shaw hath subscribed his name and affixed his seal

Teste: Samuel Boyer

Levi R. Shaw {Seal}

State of Maryland, Washington County, to wit:

I hereby certify that on this 25th day of August in the year of our Lord 1862, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Washington County, appeared Levi R. Shaw, and acknowledged the foregoing mortgage to be his act.

Samuel Boyer, J. P.

State of Maryland, Allegany County, to wit:

Be it remembered and it is hereby certified, that on this 28th day of August 1862, before me the subscriber, a Justice of the Peace in and for Allegany County, personally appeared Frederick Mertens the mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In Witness whereof, I hereunto subscribe my name on the day and year aforesaid.

J. M. Strong, J.P.

State of Maryland, Allegany County, to wit:

I hereby certify that J. M. Strong, Esquire, before whom the annexed affidavit of Frederick Mertens was made, and whose genuine signature appears thereto, was at the time thereof, and still is a Justice of the Peace of the said State in and for the County aforesaid, duly elected, commissioned and sworn. In Testimony whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for said County, at Cumberland this 28th day of August 1862.

Horace Resley, Clerk,
of the Circuit Court for Allegany County

I hereby release the foregoing mortgage. Witness my hand & seal this 14th day of June 1865.

Witness B. M. Blocker

F. Mertens {Seal}

Washington County Courthouse, Hagerstown, MD, Deed Book IN 17, p 73, 4/18/1863.

At the request of Frederick Mertens, the following mortgage was recorded April 18th 1863.

This Indenture, made this 10th day of April in the year of our Lord, 1863, between Frederick Mertens, of Allegany County, in the State of Maryland, of the first part, and James Colbert, of Washington County in the State of Maryland, of the second part. Witnesseth; Whereas, the said Frederick Mertens has this day sold to the said James Colbert the Canal Boat called Ida F. Reynolds, at and for the sum of eleven hundred (\$1100) dollars, which the said James Colbert is to pay unto the said Frederick Mertens, and his assigns, in installments of fifty dollars each, for all the trips made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, until the 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 Colbert shall use said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done, by running boat by day and night, and to receive the loads of said boat promptly at each trip with the coal of such company or person, as said Frederick Mertens or his assigns shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Allegany Mining Company, and such other companies as are now shipping coal from Cumberland, on the Chesapeake & Ohio Canal, to Georgetown, Alexandria and Washington City; and to keep said boat in proper repair, all of which said stipulations the said James Colbert hereby covenant and agree with the said Frederick Mertens and his assigns to fulfill and to perform. And whereas, the said James Colbert [is] anxious to secure unto the said Frederick Mertens and his assigns, the regular and due payments of each and every installment of said purchase money, and also to secure to the said Frederick Mertens and his assigns, the regular prompt and due performance of the covenants aforesaid, the said James Colbert is willing to execute these presents. Now this indenture Witnesseth, that the said James Colbert for and in consideration of the premises hath granted, bargained and sold unto the said Frederick Mertens the canal boat called Ida F. Reynolds to have and to hold the same forever: Provided nevertheless, that if the said James Colbert shall well and truly pay unto the said Frederick Mertens or his assigns, the aforesaid installments of purchase money, with interest, upon each and every trip as aforesaid, until the whole shall be fully paid; and shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this mortgage, then this instrument of writing shall be void; otherwise to remain in full force and virtue in law. And this Indenture further Witnesseth that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said James Colbert 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 Frederick Mertens, or his assigns, is hereby authorized to take immediate possession of said boat, and after ten days notice thereof, in a public newspaper printed in the City of Cumberland to sell said boat at public sale as mortgagee, to the highest bidder for cash or credit; and out of the proceeds of such sale pay first the expenses of such sale and publication, and the balance due to the said Frederick Mertens, or his assigns, and if there by any overplus, the said Frederick Mertens or

his assigns are to pay the same to the said James Colbert or his assigns. In witness whereof the said James Colbert hath subscribed his name and affixed his seal.

Teste: Jeremiah Kuhn
his
James x Colbert {Seal}
mark

State of Maryland, Washington County, to wit:

I hereby certify that on this 10th day of April in the year of our Lord 1863, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Washington County, appeared James Colbert, and acknowledged the foregoing mortgage to be his act.

Jacob Good, J. P.

State of Maryland, Allegany County, to wit:

Be it remembered and it is hereby certified, that on this 14th day of April 1863, before me the subscriber, a Justice of the Peace in and for Allegany County, personally appeared Frederick Mertens the mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In Witness whereof, I hereunto subscribe my name on the day and year aforesaid.

F. Madore, J.P.

State of Maryland, Allegany County, to wit:

I hereby certify that F. Madore, Esquire, before whom the annexed affidavit of Frederick Mertens was made, and whose genuine signature appears thereto, was at the time thereof, a Justice of the Peace of the said State in and for the County aforesaid, duly elected, commissioned and sworn. In Testimony whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Allegany County, at Cumberland this 14th day of April 1863.

Horace Resley,
Clerk of the Circuit Court for Allegany County

Washington County Courthouse, Hagerstown, MD, Deed Book IN 17, p 297, 8/25/1863.

At the request of the Borden Mining Company & Frederick Mertens, the following Mortgage was recorded August 25th 1863.

This Deed, made this eleventh day of August in the year eighteen hundred and sixty-three, by Owen Ardinger of Washington County in the State of Maryland of the first part. Witnesseth; that the said Owen is indebted unto the Borden Mining Company, incorporated by an Act of the General Assembly of the State of Maryland, Chapter 318, in the sum of seven hundred and seventy five dollars, with interest therein from June 9th 1863; and also unto Frederick Mertens of Allegany County, in said State, in a like sum of seven hundred and seventy five dollars with interest from said June 9th in the year aforesaid, both sums being the purchase money for the Canal Boat, Sallie Ardinger, now on the Chesapeake and Ohio Canal sold to the said Owen by said Borden Mining Company and said Mertens on the Condition and security herein mentioned, and hereby evidenced and made; which said Ardinger, party hereto of the first part agrees to pay unto the said Borden Mining Company, and its assigns, in installments of twenty five dollars with interest on the whole amount due it, and unto the said Mertens and his assigns in installments of twenty five dollars with interest on the whole amount due him, on each and all of the trips made by said Canal boat from the City of Cumberland to Alexandria, or any other port or City, or place of delivery on said Canal, until the whole sum and interest thereon as first herein above stated is respectively paid in full to it the said Borden Mining Company, and its assigns, and to him, said Frederick Mertens, and his assigns, the said installments to be credited as of the date of their payments; and the amount of principal bearing interest, being the principal sums aforesaid with interest as aforesaid from this date until the payment of first installments is made, and afterwards the balance of said principal sums remaining unpaid after crediting the various installments from time to time, as the same are paid by said Ardinger: And whereas it was part of the consideration agreed to be paid for said Canal boat, by said Owen, that he should use said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done with a double team whenever required by the said Borden Mining Company and Frederick Mertens, and to receive and load of said boat promptly, for each trip from Cumberland; with the Coal of said Borden Mining Company, or of such Company or person, as said Borden Mining Company, and its assigns, shall direct, and to freight and carry the same at the lowest current rates, which will be paid by the American Coal Company, C. E. Detmold and such other leading Companies as may be at the time shipping Coal in said Canal from Cumberland to Alexandria, Georgetown, Washington City and other points between; he the said Owen, during the whole period when any of said sums of money aforesaid, remain unpaid at his own sole expense, keeping said Canal boat in proper working order and repair. Now therefore the said Owen Ardinger hereby covenants and agrees to and with the said Borden Mining Company, and its assigns, so long as any part of the sum aforesaid due it from him remains unpaid, And the said Owen also covenants and agrees to and with said Frederick Mertens that so long as any part of the sum aforesaid is due him, Mertens, from him said Owen; that he, said Owen, his heirs, executors and administrators shall and will fully perform, execute and fulfill the stipulations and considerations aforementioned, as part of the

consideration agreed to be paid and rendered by him for said Canal boat, as aforesaid; And whereas, it was also a part of the consideration of the purchase of said boat, that in case, the said Canal boat should be by any accident, or otherwise, wholly destroyed, or so much injured as to be valueless, and not worth repairing, before the said sums of money, due on and for said boat as aforesaid, shall have been fully paid in installments as aforesaid, or in any other manner, that the said Owen should within thirty days thereafter pay the balances or balance at such time remaining unpaid to them the said Borden Mining Company and Frederick Mertens, and to either, and the assigns of either; that may then be unpaid. Now therefore the said Owen Ardinger covenants to and with the said Borden Mining Company, than in case of such injury or destruction as aforesaid of said boat, he said Owen will in thirty days thereafter, fully pay it said Company and its assigns, the whole balance of the principal sum with interest now due it, then remaining unpaid; And the said Owen also covenants with said Frederick Mertens, that in case of such destruction or injury of said boat, before said Mertens and his assigns, are fully paid the principal sum and interest herein before stated to be due to him, he, said Owen, will within thirty days thereafter pay to said Mertens, or his assigns, the balance then remaining unpaid and due of said last principal sum and interest. And whereas, it was a further part of the consideration for said Canal boat; that he said Owen Ardinger should secure by a first lien thereon, and a covenant in any event to pay each of them, said Borden Mining Company and Frederick Mertens, the one half of the said purchase money due each of them for its and his interest and ownership therein and thereof; first in equal installments as aforesaid, and in case of destruction, or injury equal thereto, of said boat by any cause, accident or otherwise, than in manner aforesaid; And also to secure full performance of the consideration agreements and conditions herein before stated and contained, and by him said Owen to be carried out and performed. Now therefore, this deed Witnesseth; that for and in consideration of the premises, he, said Owen Ardinger, hath granted, bargained and sold unto the said Borden Mining Company, and its assigns, and the said Frederick Mertens and his assigns, the Canal boat called the Sallie Ardinger, now on the Chesapeake and Ohio Canal, and sold and delivered by them to him heretofore, prior to the date of these presents, To have and to hold unto the said Company and its assigns; and said Mertens and his assigns; Provided nevertheless, that if the said Owen Ardinger shall well and faithfully use the said boat in manner and purpose aforesaid; and shall keep said boat in good running order and repair; and shall fully pay the installments aforesaid on, and for such and every trip aforesaid; and in case of her total destruction, or irreparable injury aforesaid, shall fully pay and satisfy any balance of said sum of seven hundred and seventy five dollars with interest from June 9th 1863, which may at such time remain unpaid to each, or either of them the said Borden Mining Company and its assigns; and the said Frederick Mertens and his assigns, then this deed to become void; but if the said Owen Ardinger shall fail to use said boat in manner and purpose aforesaid, or shall fail to keep said boat in good running order and repair, as herein before stated; or shall fail to pay to each of them, the said Borden Mining Company, and its assigns, and the said Frederick Mertens and his assigns, the installments and interest aforesaid, on and for each and every trip which he may make with coal from Cumberland to said points on the said Canal; then in any such case, or in any such default, the said Company and its assigns, and the said Mertens, and his assigns, or either of them, may take immediate possession of said Canal boat; wherever she may be, or in whose possession soever and after ten days notice of the time, place, manner and terms of sale,

published once a week for two successive weeks in any newspaper published in said City of Cumberland, may sell said boat at public sale, to the highest bidder for Cash or on Credit payments, or partly for Cash and partly on credit; and out of the proceeds of such sale, pay first, the expenses of such sale and publication, including reasonable commissions, and secondly, the balances, or all remaining due them the said Borden Mining Company, or its assigns; and Frederick Mertens, or his assigns, or if the net proceeds be insufficient to pay the whole in full then to divide the same equally between them; or if either shall have received from said Owen Ardinger, on and for the indebtedness hereby secured more than the other of them, then to distribute the proceeds between them, so that each will receive an equal amount of the total indebtedness hereby secured to be paid. In witness whereof the said Owen Ardinger hath hereby set his hand and seal on the day and year first hereinbefore written.

Teste: Wm. Albert, Peter Ardinger

Owen Ardinger {Seal}

State of Maryland, Washington County, to wit:

I hereby certify that on this eleventh (11th) day of August in the year 1863, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Washington County, appeared Owen Ardinger, and acknowledged the foregoing deed to be his act and deed.

Sworn before:

Peter Ardinger, J. P.

State of Maryland, Allegany County, to wit:

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

Sworn before

F. Madore, J.P.

State of Maryland, Allegany County, to wit:

I hereby certify that F. Madore, Esquire, before whom the annexed affidavit of Frederick Mertens was made, and whose genuine signature appears thereto, was at the time thereof, a Justice of the Peace of the said State in and for the County aforesaid, duly elected, commissioned and sworn. In Testimony whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Allegany County, at Cumberland this eighteenth day of August, 1863.

Horace Resley,
Clerk of the Circuit Court for Allegany County

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Washington County Courthouse, Hagerstown, MD, Deed Book IN 17, p 282, 3/24/1864.

At the request of Joseph H. Farrow et al, the following mortgage was recorded March 24th 1864.

This Indenture, made this sixteenth day of March in the year eighteen hundred and sixty-four, between Frederick Mertens, of Allegany County, in the State of Maryland, of the first part, and Joseph H. Farrow and Jacob B. Masters, of Washington County in the State of Maryland, of the second part. Witnesseth; Whereas, the said Frederick Mertens has this day sold to the said Joseph H. Farrow and Jacob B. Masters the Canal Boat called Colonel Alfred Spates, at and for the sum of ten hundred and fifty dollars, which the said Farrow and Masters is to pay unto the said F. Mertens, and his assigns, in installments of fifty dollars each, for all the trips made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, or thirty dollars from Williamsport to the same points, or thirty dollars from Cumberland to Williamsport, 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 Farrow and Masters shall use said Boat in freighting coal and other produce from Cumberland, Williamsport and other points named aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done, by running boat by day and night; and to keep said Boat in proper repair, all of which said stipulations the said Farrow and Masters hereby covenant and agree with the said F. Mertens and his assigns to fulfill and to perform. And whereas, the said Farrow and Masters [are] anxious to secure unto the said F. Mertens and his assigns, the regular and due payments of each and every installment of said purchase money, and also to secure to the said F. Mertens and his assigns, the regular prompt and due performance of the covenants aforesaid, the said Farrow and Masters are willing to execute these presents. Now this indenture Witnesseth, that the said Farrow and Masters for and in consideration of the premises hath granted, bargained and sold unto the said F. Mertens the canal boat called Col. Alfred Spates; to have and to hold the same forever; Provided nevertheless, that if the said Farrow and Masters shall well and truly pay unto the said F. Mertens or his assigns, the aforesaid installments of purchase money, with interest, upon each and every trip as aforesaid, until the whole shall be fully paid; and shall well and truly do and perform all the covenants on their part to be done and performed as set forth in this mortgage, then this instrument of writing shall be void; & thence 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 Farrow and Masters to make regular payments on account of said purchase money, as herein provided, or in case of a failure to perform any of the covenants named in this mortgage, then, and in either event, the said F. Mertens, or his assigns, is hereby authorized to take immediate possession of said Boat, and after ten days notice thereof, in a public newspaper printed in Cumberland City to sell the said Boat at public sale as mortgagee, to the highest bidder for cash or credit; and out of the proceeds of such sale pay first the expenses of such sale and publication, and the balance due to the said F. Mertens, or his assigns, and if there be any overplus, the said F. Mertens or his assigns are to pay the same to the said Farrow and Masters or their assigns. In witness whereof the said Farrow and Masters hath subscribed their names and affixed their seals.

Teste:

Joseph H. Farrow {Seal}
Jacob B. Masters {Seal}

State of Maryland, Washington County, to wit:

I hereby certify that on this sixteenth day of March in the year of our Lord eighteen hundred and sixty-four, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Washington County, appeared Joseph H. Farrow and Jacob B. Masters, and acknowledged the foregoing mortgage to be their act.

Peter Ardinger, J. P.

State of Maryland, Allegany County, to wit:

Be it remembered and it is hereby certified, that on this eighteenth day of March eighteen hundred and sixty four, before me the subscriber, a Justice of the Peace in and for Allegany County, personally appeared Frederick Mertens the mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In Witness whereof, I hereunto subscribe my name on the day and year aforesaid.

Andrew

Gonder, J.P.

State of Maryland, Allegany County, to wit:

I hereby certify that Andrew Gonder, Esquire, before whom the annexed affidavit of Frederick Mertens was made, and whose genuine signature appears thereto, was at the time thereof, a Justice of the Peace of the said State in and for the County aforesaid, duly elected, commissioned and sworn. In Testimony whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Allegany County, at Cumberland this 22nd day of March 1864.

Horace Resley,
Clerk of the Circuit Court for Allegany County

Washington County Courthouse, Hagerstown, MD, Deed Book IN 17, p 283, 3/24/1864.

At the request of J. C. Grove, the following mortgage was recorded March 24th 1864.

This Indenture, made this 10th day of March in the year of our Lord, 1864, between Frederick Mertens, of Allegany County, in the State of Maryland, of the first part, and J. C. Grove, of Washington County in the State of Maryland, of the second part. Witnesseth; Whereas, the said Frederick Mertens has this day sold to the said J. C. Grove the Canal Boat called Richard Cropley, at and for the sum of sixteen hundred dollars, of which three hundred dollars in hand paid at the execution of this mortgage, the said J. C. Grove is to pay unto the said F. Mertens, and his assigns, in installments of Seventy five dollars each, for all the trips made by said boat from Cumberland to Georgetown, Alexandria, or Washington, 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 J. C. Grove shall use said Boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done, by running both day and night, and to receive the loads of said boat promptly at each trip with the coal of Frederick Mertens, and to freight the same which shall be paid, and such other companies as are now shipping coal from Cumberland, on the Chesapeake & Ohio Canal, to Georgetown, Alexandria and Washington City; and to keep said boat in proper repair, all of which said stipulations the said J. C. Grove hereby covenant and agree with the said Frederick Mertens and his assigns to fulfill and to perform. And whereas, the said J. C. Grove [is] anxious to secure unto the said Frederick Mertens and his assigns, the regular and due payments of each and every installment of said purchase money, and also to secure to the said Frederick Mertens and his assigns, the regular prompt and due performance of the covenants aforesaid, the said J. C. Grove is willing to execute these presents. Now this indenture Witnesseth, that the said J. C. Grove for and in consideration of the premises hath granted, bargained and sold unto the said Frederick R. Mertens the canal boat called Richard Cropley; to have and to hold the same forever; Provided nevertheless, that if the said J. C. Grove shall well and truly pay unto the said Frederick Mertens or his assigns, the aforesaid installments of purchase money, with interest, upon each and every trip as aforesaid, until the whole shall be fully paid; and shall well and truly do and perform all the covenants on [his] part to be done and performed as set forth in this mortgage, then this instrument of writing shall be void; otherwise to remain in full force and virtue in law. And this Indenture further Witnesseth that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said J. C. Grove 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 Frederick Mertens, or his assigns, is hereby authorized to take immediate possession of said boat, and after ten days notice thereof, in a public newspaper printed in the city of Cumberland, to sell the said boat at public sale as mortgagee, to the highest bidder for cash or credit; and out of the proceeds of such sale pay first the expenses of such sale and publication, and the balance due to the said Frederick Mertens, or his assigns, and if there be any overplus, the said Frederick Mertens or his assigns are to pay the same to the said J. C.

Grove or his assigns. In witness whereof the said J. C. Grove hath subscribed his name and affixed his seal.

Teste: Jacob C. Grove {Seal}

State of Maryland, Washington County, to wit:

I hereby certify that on this 10th day of March in the year of our Lord 1864, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Washington County, appeared Jacob C. Grove, and acknowledged the foregoing mortgage to be his act.

Jacob Good, J. P.

State of Maryland, Allegany County, to wit:

Be it remembered and it is hereby certified, that on this 22nd day of March 1864, before me the subscriber, a Justice of the Peace in and for Allegany County, personally appeared Frederick Mertens the Mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In Witness whereof, I hereunto subscribe my name on the day and year aforesaid.

J. M. Strong, J.P.

State of Maryland, Allegany County, to wit:

I hereby certify that J. M. Strong, Esquire, before whom the annexed affidavit of Frederick Mertens was made, and whose genuine signature appears thereto, was at the time thereof, a Justice of the Peace of the said State in and for the County aforesaid, duly elected, commissioned and sworn. In Testimony whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Allegany County, at Cumberland this 22nd day of March 1864.

Horace Resley,
Clerk of the Circuit Court for Allegany County

I hereby release the within Mortgage this 21st day of November 1864. Witness my hand and seal.

F. Mertens {Seal}

Washington County Courthouse, Hagerstown, MD, Deed Book IN 17, p 521, 5/19/1864.

At the request of the Borden Mining Company et al, the following Mortgage was recorded May 19th 1864.

This Deed, made this 3rd day of May in the year eighteen hundred and sixty four, by Abraham Kroon of Washington County in the State of Maryland of the first part; Witnesseth, that the said Abram Kroon is indebted unto the Borden Mining Company, incorporated by an Act of the General Assembly of the State of Maryland, Chapter 318, in the sum of seven hundred and seventy five dollars, with interest thereon from March 23rd 1864; and also unto Frederick Mertens of Allegany County, in said State, in a like sum of seven hundred and seventy five dollars with interest thereon from said 23rd day of March 1864, in the year aforesaid, both sums being the purchase money for the Canal Boat M. V. & M. C. Kroon, now on the Chesapeake and Ohio Canal sold to the said Abram Kroon by said Borden Mining Company and said Mertens on the Condition and security herein mentioned, and hereby evidenced and made; which said Abram Kroon, party hereto of the first part agrees to pay unto the said Borden Mining Company and assigns in installments of seventy five dollars with interest on the whole amount due it, and unto the said Mertens and his assigns in installments of twenty five dollars with interest on the whole amount due him, on each and all of the trips made by said Canal Boat from the City of Cumberland to Alexandria, or any other port or city, or place of delivery on said Canal, until the whole sum and interest thereon as first herein above stated is respectively paid in full to it the said Borden Mining Company, and its assigns, and to him, said Frederick Mertens, and his assigns, the said installments to be credited as of the date of their payments; and the amount of principal bearing interest, being the principal sums as aforesaid with interest as aforesaid from this date. until payment of first installments is made, and afterwards the balance of said principal sums remaining unpaid after crediting the various installments from time to time, as the same are paid by said Abram Kroon. And whereas it was part of the consideration agreed to be paid for said Canal Boat, by said Abram Kroon, that he should use said Boat in freighting Coal from [Cumberland] to the points aforesaid, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done with a double team whenever required by the said Borden Mining Company and Frederick Mertens, and to receive and load said Boat promptly, for each trip from Cumberland with the Coal of said Borden Mining Company, or of such Company or person, as said Borden Mining Company, and its assigns, shall direct, and to freight and carry the same at lowest current rates, which will be paid by the American Coal Company, C. E. Detmold and such other leading Companies as may be at the time shipping Coal in said Canal from Cumberland to Alexandria, Georgetown, to Washington City and other points thereon; he the said Abram Kroon, during the whole period when any of said sums of money aforesaid, remain unpaid at his own sole expense, keeping said Canal Boat in proper running order and repair. Now therefore the said Abram Kroon hereby covenants and agrees to and with the said Borden Mining Company, and its assigns, so long as any part of the sum aforesaid due it from him remains unpaid; and the said Abram Kroon also covenants and agrees to and with said Frederick Mertens that so long as any part of the sum aforesaid is due him, Mertens, from him, said Abram Kroon; that the said Abram Kroon, his heirs, executors and administrators shall and will fully perform, execute and fulfill

the stipulations and considerations aforementioned, as part of the consideration agreed to be paid and rendered by him for said Canal boat, as aforesaid. And whereas, it was also a part of the consideration of the purchase of said boat, that in case, the said Canal Boat should be by any accident, or otherwise, wholly destroyed, or so much injured as to be valueless, and not worth repairing, before the said sums of money, due on and for said boat as aforesaid, shall have been fully paid, in installments as aforesaid, or in any other manner, that he, said Abram Kroon should within thirty days thereafter pay the balances or balance at such time remaining unpaid to them the said Borden Mining Company and Frederick Mertens and to either, and the assigns of either, that may then be unpaid. Now therefore the said Abram Kroon covenants to and with the said Borden Mining Company, that in case of such injury or destruction as aforesaid of said boat, the said Abram Kroon will in thirty days thereafter, fully pay it said Company and its assigns, the whole balance of the principal sum with interest now due it then remaining unpaid. And the said Abram Kroon also covenants with said Frederick Mertens, that in case of such destruction or injury of said boat, before said Mertens and his assigns, are fully paid the principal sum and interest hereinbefore stated to be now due to him, the said Abram Kroon, will in thirty days thereafter pay to said Mertens, or his assigns, the balance then remaining unpaid and due of said last principal sum and interest. And whereas, it was a further part of the consideration for said Canal Boat that he said Abram Kroon shall secure by a first lien thereon, and a covenant in any event to pay, each of them said Borden Mining Company and Frederick Mertens, the one half of the said purchase money due each of them for its and his interest and ownership, therein and thereof; first in equal installments as aforesaid, and in case of destruction, or injury equal thereto, of said boat by any cause, accident or otherwise, then in manner aforesaid, and also to secure full performance of the consideration, agreements and conditions hereinbefore stated and contained and by him said Abram Kroon to be carried out and performed. Now therefore, this deed witnesseth that for and in consideration of the premises, he, the said Abram Kroon, hath granted, bargained and sold unto the said Borden Mining Company, and its assigns, and the said Frederick Mertens and his assigns, the Canal boat called the M. V. & M. C. Kroon, now on the Chesapeake and Ohio Canal, and sold and delivered by them to him heretofore, prior to the date of these presents. To have and to hold unto the said Company and its assigns and the said Mertens and his assigns; Provided nevertheless, that if the said Abram Kroon shall well and faithfully use the said boat in manner and purpose aforesaid, and shall keep said boat in good running order and repair, and shall fully pay the installments aforesaid on and for such and every trip aforesaid; and in case of her total destruction, or irreparable injury aforesaid, shall fully pay and satisfy any balance of said sum of seven hundred and seventy five Dollars with interest from March 25th 1864 which may at such time remain unpaid to each, or either of them the said Borden Mining Company and its assigns; [and the said Frederick Mertens and his assigns,] then this deed to become void; but if the said Abram Kroon shall fail to use said boat in manner and purpose aforesaid, or shall fail to keep said Boat in good running order and repair, as hereinbefore stated, or shall fail to pay to each of them, the said Borden Mining Company, and its assigns, and the said Frederick Mertens and his assigns, the installments and interest aforesaid, on and for each and every trip which he may make with Coal from Cumberland to said points on the said Canal, then in any such case, or in any such default, the said Company and its assigns, and the said Mertens and his assigns, or either of them, may take immediate possession of said Canal boat; wherever she

may be, or in whose possession soever, and after ten days notice of the time, place, manner and terms of sale, published once a week for two successive weeks in any newspaper published in said City of Cumberland, may sell said boat at public sale, to the highest bidder for Cash or on credit payments, and out of the proceeds of such sale, pay first, the expenses of such sale and publication, including reasonable commissions, and secondly, the balances, or all remaining due them the said Borden Mining Company, or its assigns, and Frederick Mertens, or his assigns, or if the net proceeds be insufficient to pay the whole in full, then to divide the same equally between them, or if either shall have received from said Abram Kroon, [on] and for the indebtedness hereby secured more than the other of them, then to distribute the proceeds between them, so that each will receive an equal amount of the total indebtedness hereby secured to be paid. In witness whereof the said A. Kroon hath hereby set his hand and seal on the day and year first hereinbefore written.

Teste: Abraham Kroon {Seal}

State of Maryland, Washington County, to wit:

I hereby certify that on this 3rd day of May, in the year 1864, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for the County aforesaid, appeared A. Kroon, and acknowledged the foregoing deed to be his act and deed.

Sam'l Boyer, J. P.

State of Maryland, Allegany County, to wit:

I hereby certify, that on this 16th day of May in the year eighteen hundred and sixty four, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for the County aforesaid, personally appeared Frederick Mertens, one of the grantees and Mortgagees, named in the foregoing deed, and made oath in due form of law, that the consideration in said foregoing deed is true and bona fide as therein contained and stated. Sworn before.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit:

I hereby certify that Andrew Gonder, Esquire, before whom the foregoing acknowledgement was made, and whose genuine signature appears thereto, was at the time thereof, a Justice of the Peace of the said State in and for the County aforesaid, duly elected, commissioned and sworn. In Testimony whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Allegany County, at Cumberland this 17th day of May 1864.

H. Resley,
Clerk of the Circuit Court for Allegany County

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Washington County Courthouse, Hagerstown, MD, Deed Book LBN 1, p 56, 7/25/1865.

At the request of the Borden Mining Company and Fred'k Mertens, the following Mortgage was recorded July 27th 1865.

This Deed, made this 18th day of July in the year eighteen hundred and sixty-five, by George Seaman of Washington County in the State of Maryland of the first part. witnesseth that the said George Seaman is indebted unto the Borden Mining Company, incorporated by an Act of the General Assembly of the State of Maryland, Chapter 318, in the sum of ten hundred & fifteen 21/100 dollars, with interest therein from the 18th day of July; and also unto Frederick Mertens of Allegany County, in said State, in a like sum of ten hundred and fifteen Dollars with interest from said 18th day of July in the year aforesaid, both sums being the purchase money for the canal boat, Dr. Grimes, now on the Chesapeake and Ohio Canal sold to the said George Seaman by said Borden Mining Company and said Mertens on the Condition and security herein mentioned, and hereby evidenced and made; which said George Seaman, party hereto of the first part agrees to pay unto the said Borden Mining Company, and its assigns, in installments of twenty five Dollars with interest on the whole amount due it, and unto the said Mertens and his assigns in installments of twenty five dollars with interest on the whole amount due him, on each and all of the trips made by said Canal boat from the City of Cumberland to Alexandria, or any other port or City, or place of delivery on said Canal, until the whole sums and interest thereon as first herein above stated is respectively paid in full to it the said Borden Mining Company, and its assigns, and to him, said Frederick Mertens, and his assigns, the said installments to be credited as of the date of their payments; and the amounts of principal bearing interest, being the principal sums aforesaid with interest as aforesaid from this date until the payment of first installments is made, and afterwards the balance of said principal sums remaining unpaid after crediting the various installments from time to time, as the same are paid by said George Seaman. And whereas it was part of the consideration agreed to be paid for said Canal boat, by said George Seaman, that he should use said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done with a double team whenever required by the said Borden Mining Company and Frederick Mertens, and to receive and load said boat promptly, for each trip from Cumberland with the Coal of said Borden Mining Company, or of such Company or person, as said Borden Mining Company, and its assigns, shall direct, and to freight and carry the same at the lowest current rates, which will be paid by the American Coal Company, C. E. Detmold and such other leading Companies as may be at the time shipping Coal in said Canal from Cumberland to Alexandria, Georgetown, Washington City and other points thereon; he the said George Seaman, during the whole period when any of said sums of money aforesaid, remain unpaid at his own sole expense, keeping said Canal Boat in proper running order and repair. Now therefore the said George Seaman hereby covenants and agrees to and with the said Borden Mining Company, and its assigns, so long as any part of the sum aforesaid due it from him remains unpaid, and he the said George Seaman also covenants and agrees to and with said Frederick Mertens that so long as any part of the sum aforesaid is due him, Mertens, from him said George Seaman; that the said George Seaman, his heirs, executors and administrators shall and willfully perform, execute and fulfill the stipulations and

considerations aforementioned, as part of the consideration agreed to be paid and rendered by him for said Canal boat, as aforesaid; And whereas, it was also a part of the consideration of the purchase of said Boat, that in case, the said Canal Boat should be by any accident, or otherwise, wholly destroyed, or so much injured as to be valueless, and not worth repairing, before the said sums of money, due on and for said Boat as aforesaid, shall have been fully paid in installments as aforesaid, or in any other manner, that he said George Seaman should within thirty days thereafter pay the balances or balance at such time remaining unpaid to them the said Borden Mining Company and Frederick Mertens, and to either, and the assigns of either; that may then be unpaid. Now therefore the said George Seaman covenants to and with the said Borden Mining Company, than in case of such injury or destruction as aforesaid of said Boat, he said George Seaman will in thirty days thereafter, fully pay it said Company and its assigns, the whole balance of the principal sum with interest now due it then remaining unpaid; and the said George Seaman also covenants with said Frederick Mertens, that in case of such destruction or injury of said Boat, before said Mertens and his assigns, are fully paid the principal sum and interest herein before stated to be due to him, he, said George Seaman, will in thirty days thereafter pay to said Mertens, or his assigns, the balance then remaining unpaid and due of said last principal sum and interest; and whereas, it was a further part of the consideration for said Canal boat; that he said George Seaman secure by a first lien thereon, and a covenant in any event to pay each of them, said Borden Mining Company and Frederick Mertens, the one half of the said purchase money due each of them for its interest and ownership therein and thereof; first in equal installments as aforesaid, and in case of destruction, or injury equal thereto, of said boat by any cause, accident or otherwise, than in manner aforesaid; And also [to] secure full performance of the consideration, agreements and conditions hereinbefore stated and contained, and by him said George Seaman to be carried out and performed. Now therefore, this deed witnesseth; that for and in consideration of the premises, he said George Seaman, hath granted, bargained and sold unto the said Borden Mining Company, and its assigns, and the said Frederick Mertens and his assigns, the Canal boat called the Dr. Grimes, now on the Chesapeake and Ohio Canal, and sold and delivered by them to him heretofore, prior to the date of these presents, To have and to hold unto the said Company and its assigns; [and said Mertens and his assigns;] Provided nevertheless, that if said George Seaman shall well and faithfully use the said boat in manner and purpose aforesaid; and shall keep said boat in good running order and repair; and shall fully pay the installments aforesaid on and for such and every trip aforesaid; and in case of her total destruction or irreparable injury aforesaid, shall fully pay and satisfy any balance of said sum of ten hundred and fifteen 21/100 Dollars with interest from [18th] day of [July], which may at such time remain unpaid to each, or either of them the said Borden Mining Company and its assigns; [and the said Frederick Mertens and his assigns], then this deed to become void; but if the said George Seaman shall fail to use said Boat in manner and purpose aforesaid, or shall fail to keep said boat in good running order or repair, as hereinbefore stated; or shall fail to pay to each of them, the said Borden Mining Company, and its assigns, and the said Frederick Mertens and his assigns, the installments and interest aforesaid, on and for each and every trip which he may make with Coal from Cumberland to said points on the said Canal; then in any such case, or in any such default, the said Company and its assigns, and the said Mertens, and his assigns, or either of them, may take immediate possession of said Canal boat; wherever she may be, or in whose

possession soever and after ten days notice of the time, place, manner and terms of sale, published once a week for two successive weeks in any newspaper published in said City of Cumberland, may sell said Boat at public sale, to the highest bidder for cash or on credit, and out of the proceeds of such sale, pay first, the expenses of such sale and publication, including reasonable commissions, and secondly, the balances, or all remaining due to them the said Borden Mining Company, or its assigns; and Frederick Mertens, or his assigns, [or if the net proceeds be insufficient] to pay the whole in full, then to divide the same equally between them; or if either shall have received from said George Seaman, on and for the indebtedness hereby secured more than the other of them, then to distribute the proceeds between them, so that each will receive an equal amount of the total indebtedness hereby secured to be paid. In witness whereof the said George Seaman hath hereby set his hand and seal on the day and year first hereinbefore written.

Teste: Sam'l Boyer

George Seaman {Seal}

State of Maryland, Washington County, to wit:

I hereby certify that on this 18th day of July in the year 1865, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for the County aforesaid, personally appeared George Seaman, and acknowledged the foregoing deed to be his act and deed.

Samuel Boyer, J. P.

State of Maryland, Allegany County, to wit:

I hereby certify, that on this 24th day of July in the year eighteen hundred and sixty five, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for the County aforesaid, personally appeared Frederick Mertens, one of the grantees and mortgagees named in the foregoing deed, and made oath in due form of law, that the consideration in said foregoing deed is true and bona fide as therein contained or stated.

Sworn before

J. B. Widener, J.P.

State of Maryland, Allegany County, to wit:

I hereby certify that J. B. Widener, Esquire, before whom the annexed affidavit was made, and whose genuine signature appears thereto, was at the time thereof, a Justice of the Peace of the said State in and for the County aforesaid, duly elected, commissioned and sworn, and authorized by law to administer oaths and take acknowledgements. In Testimony whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Allegany County, at Cumberland this 25th day of July, 1865.

Horace Resley,
Clerk of the Circuit Court for Allegany County

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Washington County Courthouse, Hagerstown, MD, Deed Book LBN 1, p 59, 7/27/1865.

At the request of Frederick Mertens, the following mortgage is recorded July 27th 1865.

This Indenture made this 18th day of July in the year of our Lord 1865 between Frederick Mertens of Allegany County in the State of Maryland, of the first part and, Thomas Little of Washington County in the State of Maryland, of the second part. Witnesseth, whereas the said Fred. Mertens has this day sold to the said Thomas Little the Canal Boat called General Grant at and for the sum of Seventeen hundred dollars, which the said Thomas Little is to pay unto the said Frederick Mertens and his assigns, in installments of One hundred Dollars each, for the first ten trips and sixty dollars afterwards, for all the trips made by said boat from Cumberland to Georgetown, Alexandria or Washington City, until the entire purchase money is paid with interest from date, crediting the respective payments thereon, as of the time when such payments shall be made. And Whereas it was a part of said contract of purchase and sale, that the said Thomas Little shall use said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done by running day & night and to receive the loads of said boat promptly at each trip with the coal of such company, or persons, as said Fred. Mertens, or his assigns, shall direct, and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Allegany Mining Company, and such other companies as are now shipping coal from Cumberland, on the Chesapeake and Ohio Canal, to Georgetown, Alexandria and Washington City, and to keep said boat in proper repair and run her regularly for said mortgage during each boating season until said purchase money is paid, all of which said stipulations the said Thomas Little hereby covenants and agrees with the said Frederick Mertens and their assigns to fulfill and perform. And Whereas the said Thomas Little is anxious to secure unto the said Frederick Mertens and his assigns the regular due payment of each and every installment of said purchase money and also to secure to the said Fred. Mertens and his assigns, the regular, prompt and due performance of the covenants aforesaid the said Thomas Little is willing to execute these presents. Now this Indenture, Witnesseth, that the said Thomas Little for and in consideration of the premises hath granted, bargained and sold unto the said Fred. Mertens the Canal Boat called General Grant to have and to hold the same forever. Provided nevertheless that if the said Thomas Little shall well and truly pay unto the said Frederick Mertens or his assigns the aforesaid installments of purchase money with interest upon each and every trip as aforesaid until the whole shall be fully paid; and shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this mortgage, then this instrument of writing shall be void; otherwise to remain in full force and virtue in law. And this Indenture further Witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said Thomas Little 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 Frederick Mertens or his assigns is hereby authorized to take immediate possession of said boat and after ten 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 proceedings of such sale, pay first the expenses of such sale and publication, and the balance due to said Fred. Mertens of his

assigns, and if there be any overplus, the said Fred. Mertens or his assigns are to pay the same to the said Thomas Little or his assigns. In Witnesseth whereof the said Thomas Little hath subscribed his name and affixed his seal.

Teste: P. Little, Jacob Craig

Thomas Little {Seal}

State of Maryland, Washington County, to wit:

I hereby certify that on this 18th day of July in the year of our Lord 1865, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Washington County, appeared Thomas Little and acknowledged the foregoing mortgage to be his act and deed.

Jacob Craig, J. P.

State of Maryland, Allegany County, to wit:

Be it remembered, and it is hereby certified that on this 24th day of July 1865, before me, the subscriber, a Justice of the Peace, in and for Allegany County, personally appeared Frederick Mertens the mortgagee in the foregoing mortgage and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide, as herein set forth. In witness whereof, I hereunto subscribe my name on the day and year aforesaid.

J. P. Widenar, J.

P.

State of Maryland, Allegany County, to wit:

I hereby certify that J. B. Widenar, Esquire, before whom the annexed affidavit was made, and whose genuine signature appears thereto, was at the time thereof, a Justice of the Peace of the State, in and for the County aforesaid, duly elected, commissioned and sworn, and authorized by law to administer oaths and take acknowledgements.

In Testimony whereof, I hereunto subscribe my name, and affix the seal of the Circuit Court for Allegany County, at Cumberland, this 25th day of July 1865.

Horace Resley,

Clerk of the Circuit Court for Allegany County.

Washington County Courthouse, Hagerstown, MD, Deed Book LBN 1, p 140, 8/24/1865.

At the request of Frederick Mertens, the following mortgage is recorded August 24th 1865.

This Indenture made this 9th day of Aug., in the year of our Lord 1865 between Frederick Mertens of Allegany County in the State of Maryland, of the first part and, John Ortman of Washington County in the State of Maryland, of the second part, witnesseth, whereas the said Frederick Mertens has this day sold to the said John Ortman the Canal Boat called Fanny Ortman at and for the sum of Seventeen hundred dollars, which the said John Ortman is to pay unto the said Frederick Mertens and his assigns, in installments of One hundred Dollars each, for the first five trips and sixty dollars afterwards, for all the trips made by said boat from Cumberland to Georgetown, Alexandria or Washington City, or any other port, until the entire purchase money is paid with interest from date, crediting the respective payments thereon, as of the time when such payments shall be made. And Whereas, it was a part of said contract of purchase and sale, that the said John Ortman 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 with double team, whenever required by the said Frederick Mertens, and to receive the loads of said boat promptly at each trip with the coal of the Borden Mining Company, or such Company or persons as said Frederick Mertens, or his assigns, shall direct, and to freight the same at the lowest current rates which shall be paid by the American Coal Company, C. E. Detmold, and such other leading companies as are now shipping coal from Cumberland, on the Chesapeake and Ohio Canal, to Georgetown, Alexandria and Washington City, or other points on the Chesapeake and Ohio Canal, and to keep said boat in proper repair and run her regularly for said Mortgage during each Boating season until all of said purchase money is paid, all of which said stipulations the said John Ortman hereby covenants and agrees with the said Frederick Mertens and his assigns to fulfill and perform. And whereas, the said John Ortman is anxious to secure unto the said Frederick Mertens and his assigns, the regular due payments of each and every installment of said purchase money and also to secure to the said F. Mertens and his assigns, the regular, prompt and due performance of the covenants aforesaid the said John Ortman is willing to execute these presents. Now this Indenture, witnesseth, that the said John Ortman for and in consideration of the premises, hath granted, bargained and sold unto the said Frederick Mertens the Canal Boat called Fanny Ortman to have and to hold the same forever. Provided, nevertheless that if the said John Ortman shall well and truly pay unto the said Frederick Mertens or his assigns, the aforesaid installments of purchase money with interest, upon each and every trip as aforesaid, until the whole shall be fully paid; and shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this mortgage, then this instrument of writing shall be void; otherwise to remain in full force and virtue in law. And this Indenture further witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said John Ortman to make regular payments on account of said purchase money as herein provided, or in case of a failure to perform any of the covenants named in this mortgage, then in either event, the said Frederick Mertens or his assigns is hereby authorized to take immediate possession of said boat and after ten days notice thereof in a public newspaper, printed in Cumberland City, to sell said boat at public sale as mortgagee, to the highest bidder for cash or credit; and out of the

proceeds of such sale, pay first the expenses of such sale and publication, and the balance due to said Frederick Mertens of his assigns, and if there be any overplus, the said Frederick Mertens or his assigns are to pay the same to the said John Ortman or his assigns. In Witnesseth whereof the said John Ortman hath subscribed his name and affixed his seal.

Teste: G. W. Barnett, John Charlton
his
John x Ortman {Seal}
mark

State of Maryland, Washington County, to wit:

I hereby certify that on this 9th day of August in the year of our Lord 1865, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Washington County, appeared John Ortman and acknowledged the foregoing mortgage to be his act.

Jacob Craig, J. P.

State of Maryland, Allegany County, to wit:

Be it remembered, and it is hereby certified that on this 15th day of August 1865, before me, the subscriber, a Justice of the Peace, in and for Allegany County, personally appeared Frederick Mertens the mortgagee in the foregoing mortgage and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide, as herein set forth. In witness whereof, I hereunto subscribe my name on the day and year aforesaid.

J. M. Strong, J. P.

State of Maryland, Allegany County, to wit:

I hereby certify that Joseph M. Strong, Esquire, before whom the annexed acknowledgement was made, and whose genuine signature appears thereto, was at the time thereof, a Justice of the Peace of the said State, in and for the County aforesaid, duly elected, commissioned and sworn, and authorized by law to administer oaths and take acknowledgements.

In Testimony whereof, I hereunto subscribe my name, and affix the seal of the Circuit Court for Allegany County, at Cumberland, this twelfth day of August 1865.

Horace Resley,
Clerk of the Circuit Court for Allegany County.

Washington County Courthouse, Hagerstown, MD, Deed Book LBN 1, p 178, 9/19/1865.

At the request of the Borden Mining Company & Fred'k Mertens, the following Mortgage was recorded Sept. 19th 1865.

This Deed, made this 1st day of September in the year eighteen hundred and sixty-five, by John H. Gatrell of Washington County in the State of Maryland of the first part. Witnesseth that the said John H. Gatrell is indebted unto the Borden Mining Company, incorporated by an Act of the General Assembly of the State of Maryland, Chapter 318, in the sum of nine hundred & seventy one 69/100 Dollars, with interest therein from said 1st day of Sept.; And also unto Frederick Mertens of Allegany County, in said State, in a like sum of nine hundred and seventy one 69/100 Dollars with interest from said 1st day of Sept. in the year aforesaid, both sums being the purchase money for the canal boat, M. J. Gatrell, now on the Chesapeake and Ohio Canal sold to the said John H. Gatrell by said Borden Mining Company and said Mertens on the Condition and security herein mentioned, and hereby evidenced and made which said John H. Gatrell, party hereto of the first part agrees to pay unto the said Borden Mining Company, and its assigns, in installments of twenty five Dollars, with interest on the whole amount due it, and unto the said Mertens and his assigns in installments of twenty five dollars with interest on the whole amount due him, on each and all of the trips made by said Canal Boat from the City of Cumberland to Alexandria, or any other port, or City or place of delivery on said Canal, until the whole sums and interest thereon as first herein above stated is respectively paid in full to it the said Borden Mining Co., and its assigns, and to him, said F. Mertens, and his assigns, the said installments to be credited as of the date of their payments; and the amounts of principal bearing interest, being the principal sums aforesaid with interest as aforesaid from this date until the payment of first installments is made, and afterwards the balance of said principal sums remaining unpaid after crediting the various installments from time to time, as the same are paid by said John H. Gatrell. And whereas it was part of the consideration agreed to be paid for said Canal Boat, by said John H. Gatrell, that he should use said boat in freighting Coal from Cumberland to the points aforesaid, in regular trips both day and night with as much expedition and regularity as can be reasonably done with a double team whenever required by the said Borden Mining Company and Frederick Mertens, and to receive and load said Boat promptly, for each trip from Cumberland with the Coal of said Borden Mining Co., or of such Company or person, as said Borden Mining Company, and its assigns, shall direct, and to freight and carry the same at the lowest current rates, which shall be paid by the American Coal Company, C. E. Detmold and such other leading Companies as may be at the time shipping Coal in said Canal from Cumberland to Alexandria, Georgetown, Washington City and other points thereon; he the said John H. Gatrell, during the whole period when any of said sums of money aforesaid, remain unpaid at his one sole expense, keeping said Canal boat in proper running order and repair. Now therefore the said John H. Gatrell hereby covenants and agrees to and with the said Borden Mining Company, and its assigns, so long as any part of the sum aforesaid due it from him remains unpaid, and he the said John H. Gatrell also covenants and agrees to and with said Frederick Mertens that so long as any part of the sum aforesaid is due him, Mertens, from him said John H. Gatrell that he said John H. Gatrell, his heirs, executors and administrators shall and willfully perform, execute and fulfill

the stipulations and considerations aforementioned, as part of the consideration agreed to be paid and rendered by him for said Canal Boat, as aforesaid; And whereas, it was also a part of the consideration of the purchase of said boat, that in case, the said Canal boat should be by any accident, or otherwise, wholly destroyed, or so much injured as to be valueless, and not worth repairing, before the said sums of money, due on and for said boat as aforesaid, shall have been fully paid in installments as aforesaid, or in any other manner, that he said John H. Gatrell should within thirty days thereafter pay the balances or balance at such time remaining unpaid to them the said Borden Mining [Company] and F. Mertens, and to either, and the assigns of either; that may then be unpaid. Now therefore the said John H. Gatrell covenants to and with the said Borden Mining Company, than in case of such injury or destruction as aforesaid of said boat, he said John H. Gatrell will in thirty days thereafter, fully pay it said Company and its assigns, the whole balance of the principal sum with interest now due it then remaining unpaid; and the said John H. Gatrell also covenants with said F. Mertens, that in case of such destruction or injury of said boat, before said Mertens and his assigns, are fully paid the principal sum and interest herein before stated to be due to him, he said John H. Gatrell will in thirty days thereafter pay to said Mertens, or his assigns, the balance then remaining unpaid and due of said last principal sum and interest; And whereas, it was a further part of the consideration for said Canal boat; that he said John H. Gatrell should secure by a first lien thereon, and a covenant in any event to pay each of them, said Borden Mining Company and Frederick Mertens, the one half of the said purchase money due each of them for its and his interest and ownership therein and thereof; first, in equal installments as aforesaid, and in case of destruction, or injury equal thereto, of said boat by any cause, accident or otherwise, than in manner aforesaid; And also [to] secure full performance of the consideration, agreements and conditions hereinbefore stated and contained, and by him said John H. Gatrell to be carried out and performed; now therefore, this deed witnesseth; that for and in consideration of the premises, he said J. H. Gatrell, hath granted, bargained and sold unto the said Borden Mining Co. and its assigns, and the said F. Mertens and his assigns, the Canal boat called the M. J. Gatrell, now on the Chesapeake and Ohio Canal, and sold and delivered by them to him heretofore, prior to the date of these presents, To have and to hold unto the said Company and its assigns; and said Mertens and his assigns; Provided nevertheless, that if said John H. Gatrell shall well and faithfully use the said boat in manner and purpose aforesaid; and shall keep said boat in good running order and repair; and shall fully pay the installments aforesaid on and for such and every trip aforesaid; and in case of her total destruction or irreparable injury aforesaid, shall fully pay and satisfy any balance of said sum of nine hundred and seventy one 69/100 Dollars with interest from Sept. the 1st, which may at such time remain unpaid to each, or either of them the said Borden Mining Company and its assigns[; and the said Frederick Mertens and his assigns], then this deed to become void; but if the said John H. Gatrell shall fail to use said boat in manner and purpose aforesaid, or shall fail to keep said boat in good running order or repair, as hereinbefore stated; or shall fail to pay to each of them, the said Borden Mining Company, and its assigns, and the said F. Mertens and his assigns, the installments and interest aforesaid, on and for each and every trip, which he may make with Coal from Cumberland to said points on the said Canal; then in any such case, or in any such default, the said Company and its assigns, and the said Mertens, and his assigns, or either of them, may take immediate possession of said Canal Boat; wherever she may be, or in whose

possession soever and after ten days notice of the time, place, manner and terms of sale, published once a week for two successive weeks in any newspaper published in said City of Cumberland, may sell said boat at public sale, to the highest bidder for cash or on credit, and out of the proceeds of such sale, pay first, the expenses of such sale and publication, including reasonable commissions, and secondly, the balances, or all remaining due to them the said Borden Mining Co., or its assigns; and Frederick Mertens, or his assigns, or if the net proceeds be insufficient to pay the whole in full, then to divide the same equally between them; or if either shall have received from said John H. Gatrell, on and for the indebtedness hereby secured more than the other of them, then to distribute the proceeds between them, so that each will receive an equal amount of the total indebtedness hereby secured to be paid. In witness whereof the said John H. Gatrell hath hereby set his hand and seal on the day and year first hereinbefore written.

Teste: Sam'l Boyer

John H. Gatrell {Seal}

State of Maryland, Washington County, to wit:

I hereby certify that on this 1st day of September in the year 1865, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for the County aforesaid, personally appeared John H. Gatrell, and acknowledged the foregoing deed to be his act and deed.

Sam'l Boyer, J. P.

State of Maryland, Allegany County, to wit:

I hereby certify, that on this 6th day of September in the year eighteen hundred and sixty five, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for the County aforesaid, personally appeared F. Mertens, one of the grantees and mortgagees named in the foregoing deed, and made oath in due form of law, that the consideration in said foregoing deed is true and bona fide as therein contained and stated.

Sworn before

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit:

I hereby certify that Andrew Gonder, Esquire, before whom the foregoing affidavit was made, and whose genuine signature appears thereto, was at the time thereof, a Justice of the Peace of the said State in and for the County aforesaid, duly elected, commissioned and sworn, and authorized by law to administer oaths and take acknowledgements. In Testimony whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Allegany County, at Cumberland this 6th day of September, 1865.

Horace Resley,
Clerk of the Circuit Court for Allegany County

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Washington County Courthouse, Hagerstown, MD, Deed Book LBN 1, p 197, 10/2/1865.

At the request of Frederick Mertens, the following mortgage is recorded October 2nd 1865.

This Indenture made this 20th day of September in the year of our Lord 1865, between Frederick Mertens of Allegany County in the State of Maryland, of the first part and, W. R. Shaw of Washington County in the State of Maryland, of the second part: Witnesseth: Whereas the said Frederick Mertens has this day sold to the said W. R. Shaw the Canal Boat called Ursula & Estella at and for the sum of Two Thousand Dollars, which the said W. R. Shaw is to pay unto the said Frederick Mertens and his assigns, in installments of [one] hundred dollars each for the first five trips and sixty dollars afterwards, for all the trips made by said boat from Cumberland to Georgetown, Alexandria or Washington City, until the entire purchase money is paid, with interest from date, crediting the respective payments thereon, as of the time when such payments shall be made. And Whereas, it was a part of said contract of purchase and sale, that the said W. R. Shaw shall use said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done by running day & night, and to receive the loads of said boat promptly at each trip with the coal of such company or person, as said F. Mertens, or his assigns, shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Allegany Mining Company, and such other companies as are now shipping coal from Cumberland, on the Chesapeake and Ohio Canal, to Georgetown, Alexandria and Washington City, and to keep said boat in proper repair and run her regularly for said Mortgage, during each boating season until all of said purchase money is paid, all of which said stipulations the said W. R. Shaw hereby covenant and agrees with the said F. Mertens and his assigns to fulfill and perform. And whereas, the said W. R. Shaw is anxious to secure unto the said F. Mertens and his assigns, the regular and due payments of each and every installment of said purchase money, and also to secure to the said F. Mertens and his assigns, the regular, prompt and due performance of the covenants aforesaid the said W. R. Shaw is willing to execute these presents. Now this Indenture, witnesseth, that the said W. R. Shaw for and in consideration of the premises, hath granted, bargained and sold unto the said F. Mertens the Canal Boat called Ursula & Estella to have and to hold the same forever. Provided, nevertheless that if the said W. R. Shaw shall well and truly pay unto the said F. Mertens or his assigns, the aforesaid installments of purchase money with interest, upon each and every trip as aforesaid, until the whole shall be fully paid; and shall well and truly do and perform all 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 W. R. Shaw to make regular payments on account of said purchase money, as herein provided, or in case of a failure to perform any of the covenants named in this mortgage; then and in either event, the said F. Mertens or his assigns is hereby authorized to take immediate possession of said boat and after ten days notice thereof in a public newspaper, printed in the City of Cumberland, to sell said boat at public sale as mortgagee, to the highest bidder for cash or credit; and out of the proceeds of such sale, pay first the expenses of such sale and publication, and the balance due to said F. Mertens of his assigns,

and if there be any overplus, the said F. Mertens or his assigns are to pay the same to the said W. R. Shaw or his assigns. In Witnesseth whereof the said [W. R. Shaw] hath subscribed his name and affixed his seal.

Teste: Samuel Boyer

Wm. R. Shaw {Seal}

State of Maryland, Washington County, to wit:

I hereby certify that on this 20th day of September in the year of our Lord 1865, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Washington County, appeared William R. Shaw and acknowledged the foregoing mortgage to be his act.
Samuel Boyer, J. P.

State of Maryland, Allegany County, to wit:

Be it remembered, and it is hereby certified that on this 27th day of September 1865, before me, the subscriber, a Justice of the Peace, in and for Allegany County, personally appeared Frederick Mertens the mortgagee in the foregoing mortgage and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide, as therein set forth. In witness whereof, I hereunto subscribe my name on the day and year aforesaid.
Andrew Gonder, J. P.

State of Maryland, Allegany County, to wit:

I hereby certify that Andrew Gonder, Esquire, before whom the annexed affidavit of Frederick Mertens was made, and whose genuine signature appears thereto, was at the time thereof, a Justice of the Peace of the said State, in and for the County aforesaid, duly elected, commissioned and sworn, and authorized by law to administer oaths and take acknowledgements.

In Testimony whereof, I hereunto subscribe my name, and affix the seal of the Circuit Court for Allegany County, at Cumberland, this 27th day of September 1865.

Horace Resley,
Clerk of the Circuit Court for Allegany County.

Washington County Courthouse, Hagerstown, MD, Deed Book LBN 1, p 199, 10/2/1865.

At the request of Frederick Mertens, the following mortgage is recorded October 2nd 1865.

This Indenture made this 23rd day of September in the year of our Lord 1865, between Frederick Mertens of Allegany County in the State of Maryland, of the first part and, Levi M. Hall of Washington County in the State of Maryland, of the second part: Witnesseth: Whereas the said Frederick Mertens has this day sold to the said Levi M. Hall the Canal Boat called Lucy Hall at and for the sum of eighteen hundred fifty dollars, which the said Levi M. Hall is to pay unto the said F. Mertens and his assigns, in installments of one hundred dollars each for the first five trips and sixty dollars afterwards, for all the trips made by said boat from Cumberland to Georgetown, Alexandria or Washington City, until the entire purchase money is paid, with interest from date, crediting the respective payments thereon, as of the time when such payments shall be made. And whereas, it was a part of said contract of purchase and sale, that the said Levi M. Hall shall use said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done by running day & night, and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Allegany Mining Company, and such other companies as are now shipping coal from Cumberland, on the Chesapeake and Ohio Canal, to Georgetown, Alexandria and Washington City, and to keep said boat in proper repair and run her regularly for said Mortgage, during each boating season, all of which said stipulations the said Levi M. Hall hereby covenant and agrees with the said F. Mertens and his assigns to fulfill and perform. And whereas, the said Levi M. Hall is anxious to secure unto the said F. Mertens and his assigns, the regular and due payments of each and every installment of said purchase money, and also to secure to the said F. Mertens and his assigns, the regular, prompt and due performance of the covenants aforesaid the said Levi M. Hall is willing to execute these presents. Now this Indenture, Witnesseth, that the said Levi M. Hall for and in consideration of the premises, hath granted, bargained and sold unto the said Frederick Mertens the Canal Boat called Lucy Hall to have and to hold the same forever. Provided, nevertheless that if the said Levi M. Hall shall well and truly pay unto the said F. Mertens or his assigns, the aforesaid installments of purchase money with interest, upon each and every trip as aforesaid, until the whole shall be fully paid; and shall well and truly do and perform all 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 Levi M. Hall to make regular payments on account of said purchase money, as herein provided, or in case of a failure to perform any of the covenants named in this mortgage; then and in either event, the said F. Mertens or his assigns is hereby authorized to take immediate possession of said boat and after ten days notice thereof in a public newspaper, printed in the City of Cumberland, to sell said boat at public sale as mortgagee, to the highest bidder for cash or credit; and out of the proceeds of such sale, pay first the expenses of such sale and publication, and the balance due to said F. Mertens of his assigns, and if there be any overplus, the said F. Mertens or his assigns are to pay the same to the said

Levi M. Hall or his assigns. In Witnesseth whereof the said Levi M. Hall hath subscribed his name and affixed his seal.

Teste: J. R. Reed, Jacob Craig

L. M. Hall {Seal}

State of Maryland, Washington County, to wit:

I hereby certify that on this 23rd day of September in the year of our Lord 1865, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Washington County, appeared Levi M. Hall and acknowledged the foregoing mortgage to be his act & deed.

Jacob Craig, J. P.

State of Maryland, Allegany County, to wit:

Be it remembered, and it is hereby certified that on this 26th day of September 1865, before me, the subscriber, a Justice of the Peace, in and for Allegany County, personally appeared Frederick Mertens the mortgagee in the foregoing mortgage and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide, as therein set forth. In witness whereof, I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J. P.

State of Maryland, Allegany County, to wit:

I hereby certify that Andrew Gonder, Esquire, before whom the annexed affidavit was made, and whose genuine signature appears thereto, was at the time thereof, a Justice of the Peace of the said State, in and for the County aforesaid, duly elected, commissioned and sworn, and authorized by law to administer oaths and take acknowledgements.

In Testimony whereof, I hereunto subscribe my name, and affix the seal of the Circuit Court for Allegany County, at Cumberland, this 26th day of September 1865.

Horace Resley,
Clerk of the Circuit Court for Allegany County.

Washington County Courthouse, Hagerstown, MD, Deed Book LBN 1, p 331, 12/9/1865.

At the request of John R. Turner, the following mortgage was recorded December 9th 1865.

This Indenture made this 17th day of November in the year of our Lord 1865, between Frederick Mertens of Allegany County in the State of Maryland, of the first part and, John R. Turner of Washington County in the State of Maryland, of the second part: Witnesseth: Whereas the said F. Mertens has this day sold to the said John R. Turner the Canal Boat called Sister Mollie at and for the sum of eighteen hundred Dollars, which the said John R. Turner is to pay unto the said F. Mertens and his assigns, in installments of seventy five Dollars each for all the trips made by said boat so long as freight remains two dollars per ton & sixty Dollars [per] trip afterwards 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 R. Turner shall use said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done by running both day & night, and to receive the loads of said boat promptly at each trip with the coal of such company or person, as said F. Mertens, or his assigns, shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Allegany Mining Company, and such other companies as are now shipping coal from Cumberland, on the Chesapeake and Ohio Canal, to Georgetown, Alexandria and Washington City, and to keep said boat in proper repair and run her regularly for said Mortgage, during each boating season until said purchase money is paid, all of which said stipulations the said John R. Turner hereby covenant and agrees with the said Frederick Mertens and his assigns to fulfill and perform. And whereas, the said John R. Turner is anxious to secure unto the said F. Mertens and his assigns, the regular and due payments of each and every installment of said purchase money, and also to secure to the said F. Mertens and his assigns, the regular, prompt and due performance of the covenants aforesaid the said John R. Turner is willing to execute these presents. Now this Indenture, Witnesseth, that the said John R. Turner for and in consideration of the premises, hath granted, bargained and sold unto the said F. Mertens the Canal Boat called Sister Mollie to have and to hold the same forever. Provided, nevertheless that if the said John R. Turner shall well and truly pay unto the said F. Mertens or his assigns, the aforesaid installments of purchase money with interest, upon each and every trip as aforesaid, until the whole shall be fully paid; and shall well and truly do and perform all 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 R. Turner 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 Frederick Mertens or his assigns is hereby authorized to take immediate possession of said boat and after ten days notice thereof in a public newspaper, printed in the City of Cumberland, to sell said boat at public sale as mortgagee, to the highest bidder for cash or credit; and out of the proceeds of such sale, pay first the expenses of such sale and

publication, and the balance due to said F. Mertens of his assigns, and if there be any overplus, the said F. Mertens or his assigns are to pay the same to the said John R. Turner or his assigns. In Witnesseth whereof the said John R. Turner hath subscribed his name and affixed his seal.

Teste: Peter V. Compton, Jacob Craig

John R. Turner {Seal}

State of Maryland, Washington County, to wit:

I hereby certify that on this 17th day of November in the year of our Lord 1865, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Washington County, appeared John R. Turner and acknowledged the foregoing mortgage to be his act.

Craig, J. P.

Jacob

State of Maryland, Allegany County, to wit:

Be it remembered, and it is hereby certified that on this 21st day of November 1865, before me, the subscriber, a Justice of the Peace, in and for Allegany County, personally appeared Frederick Mertens the mortgagee in the foregoing mortgage and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide, as therein set forth. In witness whereof, I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J. P.

State of Maryland, Allegany County, to wit:

I hereby certify that Andrew Gonder, Esquire, before whom the annexed affidavit was made, and whose genuine signature appears thereto, was at the time thereof, a Justice of the Peace of the said State, in and for the County aforesaid, duly elected, commissioned and sworn, and authorized by law to administer oaths and take acknowledgements.

In Testimony whereof, I hereunto subscribe my name, and affix the seal of the Circuit Court for Allegany County, at Cumberland, this 21st day of November 1865.

Horace Resley,
Clerk of the Circuit Court for Allegany County.

Washington County Courthouse, Hagerstown, MD, Deed Book IN 19, p 539, 10/4/1866.

At the request of Frederick Mertens, the following Mortgage was recorded October 4th 1866.

This Indenture, made this 29th day of September in the year of our Lord, 1866, between Frederick Mertens, of Allegany County, in the State of Maryland, of the first part, and E. P. Steffey & Co., of Washington County in the State of Maryland, of the second part. Witnesseth; Whereas, the said Frederick Mertens has this day sold to the said E. P. Steffey & Co. the Canal Boat called E. P. Steffey, at and for the sum of eighteen hundred & fifty dollars, which the said E. P. Steffey & Co. are to pay unto the said F. Mertens, and his assigns, in installments of fifty dollars each, for all the trips made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, and thirty Dollars to Williamsport, 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 E. P. Steffey & Co. shall use said boat in freighting coal or Lumber from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done, and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Allegany Mining Company, and such other companies as are now shipping coal from Cumberland, on the Chesapeake & Ohio Canal, to Georgetown, Alexandria and Washington City; and to keep said boat in proper repair and run her regularly for said Mortgagee during each Boating season until said purchase money is paid, all of which said stipulations the said E. P. Steffey & Co. hereby covenant and agree with the said F. Mertens and his assigns to fulfill and to perform. And whereas, the said E. P. Steffey & Co. is anxious to secure to the said F. Mertens and his assigns, the regular and due payments of each and every installment of said purchase money, and also to secure to the said F. Mertens and his assigns, the regular prompt and due performance of the covenants aforesaid, the said E. P. Steffey & Co. is willing to execute these presents. Now this Indenture Witnesseth, that the said E. P. Steffey & Co. for and in consideration of the premises hath granted, bargained and sold unto the said F. Mertens the canal boat called E. P. Steffey; to have and to hold the same forever. Provided nevertheless, that if the said E. P. Steffey & Co. shall well and truly pay unto the said Frederick Mertens or his assigns, the aforesaid installments of purchase money, with interest, upon each and every trip as aforesaid, until the whole shall be fully paid; and shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this mortgage, then this instrument of writing shall be void; otherwise to remain in full force and virtue in law. And this Indenture further witnesseth that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said E. P. Steffey & Co. to make regular payments on account of said purchase money, as herein provided, or in case of a failure to perform any of the covenants named in this mortgage, then, and in either event, the said F. Mertens, or his assigns, is hereby authorized to take immediate possession of said boat, and after ten days notice thereof, in a public newspaper printed in the city of Cumberland to sell said boat at public sale as mortgagee, to the highest bidder for cash or credit; and out of the proceeds of such sale pay first the expenses of such sale and publication, and the balance due to the said F. Mertens, or his assigns, and if there be any overplus, the said F. Mertens or his assigns are to pay the same to the said E. P.

Steffey & Co. or their assigns. In witness whereof the said E. P. Steffey & Co. hath subscribed his name and affixed his seal

Teste: Peter Ardinger

Edw. P. Steffey & Co. {Seal}

State of Maryland, Washington County, to wit:

I hereby certify that on this 29th day of Sept. in the year of our Lord 1866, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Washington County, appeared [E. P. Steffey & Co.], and acknowledged the foregoing mortgage to be [his] act.

Peter Ardinger, J. P.

State of Maryland, Allegany County, to wit:

Be it remembered and it is hereby certified, that on this 2nd day of October 1866, before me the subscriber, a Justice of the Peace in and for Allegany County, personally appeared Frederick Mertens the mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In Witness whereof, I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit:

I hereby certify that Andrew Gonder, Esquire, before whom the annexed affidavit was made, and whose genuine signature thereto appears, was at the time thereof, a Justice of the Peace of the said State in and for the County aforesaid, duly elected, commissioned and sworn; and authorized by law to administer oaths and take acknowledgements. In Testimony whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Allegany County, this 2nd day of September 1866.

Horace Resley,
Clerk of the Circuit Court for Allegany County

Washington County Courthouse, Hagerstown, MD, Deed Book WMcKK 1, p 467,
4/29/1869.

At the request of Frederick Mertens, the following Mortgage was recorded April 29, 1869.

This Indenture, made this 30th day of March in the year of our Lord, 1869, between Frederick Mertens, of Allegany County, in the State of Maryland, of the first part, and Abraham Kroon, of Washington County in the State of Maryland, of the second part. Witnesseth; Whereas, the said Frederick Mertens has this day sold to the said Abram Kroon the Canal Boat called "Hollander," at and for the sum of sixteen hundred dollars, which the said Abram Kroon are to pay unto the said Frederick Mertens, and his assigns, in installments of thirty five dollars each, for all the trips made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, or any other port, until the entire purchase money is paid, with interest from date, crediting the respective payments thereon as of the time when such payments shall be made, and whereas it was a part of said contract of purchase and sale, that the said Abram Kroon shall use said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done with double teams, and to freight the same at the lowest current rates which shall be paid by the American Coal Company, G. E. Detmold, and such other leading Companies as are now shipping coal from Cumberland, on the Chesapeake & Ohio Canal, to Georgetown, Alexandria and Washington City, and other points on the Chesapeake and Ohio Canal, and to keep said boat in proper repair and run her regularly for said mortgagee during each boating season until said purchase money is paid, all of which said stipulations the said Abram Kroon hereby covenant and agree with the said F. Mertens and his assigns to fulfill and to perform, and whereas, the said Abram Kroon is anxious to secure to the said Frederick Mertens and his assigns, the regular and due payments of each and every installment of said purchase money, and also to secure to the said Frederick Mertens and his assigns, the regular prompt and due performance of the covenants aforesaid, the said Abram Kroon are willing to execute these presents. Now this Indenture Witnesseth, that the said Abram Kroon for and in consideration of the premises hath granted, bargained and sold unto the said Frederick Mertens the canal boat called "Hollander"; to have and to hold the same forever. Provided nevertheless, that if the said Abram Kroon shall well and truly pay unto the said F. Mertens or his assigns, the aforesaid installments of purchase money, with interest, upon each and every trip as aforesaid, until the whole shall be fully paid; and shall well and truly do and perform all 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 Abram Kroon 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 Frederick Mertens, or his assigns, [is] hereby authorized to take immediate possession of said boat, and after ten days notice thereof, in a public newspaper printed in Cumberland city to sell said boat at public sale as mortgagee, to the highest bidder for cash or credit; and out of the proceeds of such sale pay first the expenses of such sale and publication, and the balance due to the said Frederick Mertens, or his assigns, and if there by any overplus, the said

Frederick Mertens or his assigns are to pay the same to the said Abram Kroon or his assigns. In witness whereof the said Abram Kroon hath subscribed his name and affixed his seal

Teste:

Abram Kroon {Seal}

State of Maryland, Washington County, to wit:

I hereby certify that on this 14th day of April in the year of our Lord 1869, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, appeared [Abram Kroon], and acknowledged the foregoing mortgage to be [his] act.

Samuel Boyer, J. P.

State of Maryland, Allegany County, to wit:

Be it remembered and it is hereby certified, that on this 21st day of April 1869, before me the subscriber, a Justice of the Peace in and for Allegany County, personally appeared Frederick Mertens the mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In Witness whereof, I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit:

I hereby certify that Andrew Gonder, Esquire, before whom the annexed affidavit was made, and whose genuine signature thereto appears, was at the time thereof, a Justice of the Peace of the said State in and for the County aforesaid, duly elected, commissioned and sworn; and authorized by law to administer oaths and take acknowledgements. In Testimony whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Allegany County, this 22nd day of April 1869.

Horace Resley,
Clerk of the Circuit Court for Allegany County

Washington County Courthouse, Hagerstown, MD, Deed Book WMcKK 1, p 472, 5/1/1869.

At the request of Frederick Mertens, the following Mortgage was recorded May 1st 1869.

This Indenture, made this 7th day of April in the year of our Lord, 1869, between Frederick Mertens, of Allegany County, in the State of Maryland, of the first part, and Luke Clem, of Washington County in the State of Maryland, of the second part. Witnesseth; Whereas, the said Frederick Mertens has this day sold to the said Luke Clem the Canal Boat called "H. W. Dellinger," at and for the sum of fourteen hundred dollars, which the said Luke Clem is to pay unto the said Frederick Mertens, and his assigns, in installments of Thirty five dollars each, for all the trips made by said boat from Cumberland to Georgetown, Alexandria, 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 Luke Clem shall use said Boat in freighting coal, lumber or grain, from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done by running both day and night, and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Allegany Mining Company, and such other companies as are now shipping coal from Cumberland, on the Chesapeake & Ohio Canal, to Georgetown, Alexandria and Washington City, and to keep said boat in proper repair and run her regularly for said mortgagee during each boating season until said purchase money is paid, all of which said stipulations the said Luke Clem hereby covenant and agree with the said Frederick Mertens and his assigns to fulfill and to perform, and whereas, the said Luke Clem is anxious to secure to the said Frederick Mertens and his assigns, the regular and due payments of each and every installment of said purchase money, and also to secure to the said Frederick Mertens and his assigns, the regular prompt and due performance of the covenants aforesaid, the said Luke Clem are willing to execute these presents. Now this Indenture Witnesseth, that the said Luke Clem for and in consideration of the premises hath granted, bargained and sold unto the said Frederick Mertens the canal boat called "H. W. Dellinger"; to have and to hold the same forever. Provided nevertheless, that if the said Luke Clem shall well and truly pay unto the said Frederick Mertens or his assigns, the aforesaid installments of purchase money, with interest, upon each and every trip as aforesaid, until the whole shall be fully paid; and shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this mortgage, then this instrument of writing shall be void; otherwise to remain in full force and virtue in law. And this Indenture further witnesseth that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said Luke Clem 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 Frederick Mertens, or his assigns, is hereby authorized to take immediate possession of said boat, and after ten days notice thereof, in a public newspaper printed in the City of Cumberland, to sell said boat at public sale as mortgagee, to the highest bidder for cash or credit; and out of the proceeds of such sale pay first the expenses of such sale and publication, and the balance due to the said Frederick Mertens, or his assigns, and if there be any overplus, the said Frederick Mertens or his

assigns are to pay the same to the said Luke Clem or his assigns. In witness whereof the said Luke Clem hath subscribed his name and affixed his seal

Teste: Luke Clem {Seal}

State of Maryland, Washington County, to wit:

I hereby certify that on this twenty seventh day of April in the year of our Lord 1869, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Washington County, appeared Luke Clem, and acknowledged the foregoing mortgage to be his act.

Tacitus N. Halley, J. P.

State of Maryland, Allegany County, to wit:

Be it remembered and it is hereby certified, that on this 29th day of April 1869, before me the subscriber, a Justice of the Peace in and for Allegany County, personally appeared Frederick Mertens the mortgagee in the foregoing mortgage, and made oath on the Holy Evangelical of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In Witness whereof, I hereunto subscribe my name on the day and year aforesaid.

J. B. Widenor, J.P.

State of Maryland, Allegany County, to wit:

I hereby certify that J. B. Widenor, Esquire, before whom the annexed affidavit was made, and whose genuine signature thereto appears, was at the time thereof, a Justice of the Peace of the said State in and for the County aforesaid, duly elected, commissioned and sworn; and authorized by law to administer oaths and take acknowledgements. In Testimony whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Allegany County, this 29th day of April 1869.

Horace Resley,
Clerk of the Circuit Court for Allegany County

Washington County Courthouse, Hagerstown, MD, Deed Book WMcKK 1, p 608, 7/5/1869.

At the request of Frederick Mertens, the following deed was recorded July 5th 1869.

This Mortgage made on this 21st day of June in the year One thousand eight hundred and sixty-nine, by me Jacob C. Grove of Washington County in the State of Maryland. Witnesseth that in consideration of the sum of Sixteen hundred dollars with interest thereon from the first day of June 1869 now due from me the said Jacob C. Grove to Frederick Mertens of Allegany County in the State of Maryland. I the said Jacob C. Grove do grant, bargain and sell to the said Frederick Mertens the Canal Boat called "Catherine F. Waters." Provided that if I the said Jacob C. Grove shall pay to the said Frederick Mertens his heirs or assigns the sum of one hundred dollars in each and every month for and during the boating season on the Chesapeake and Ohio Canal commencing for the first payment on the first day of July 1869 and continue to do so in every month until the first day of December of the present year and then commencing again on the first day of April in the year 1870 for the first payment in the next boating season after the present one and continue to do until the 1st day of December of said year, and so on in every year until the whole of said sum of sixteen hundred with interest thereon shall be fully paid to the said Frederick Mertens, his heirs or assigns, and I the said Jacob C. Grove covenant to pay said sum of sixteen hundred dollars with the interest thereon from the first day of June 1869 insurance(?) and force as hereinbefore named and expressed without defalcation and it is hereby further agreed upon that in default of payment on my part as hereinbefore provided the said Frederick Mertens may seize said Canal Boat called "Catherine F. Waters" and sell the same to the highest bidder for cash by first giving at least ten days notice of such sale by public handbill in such place where said boat may be so seized and there satisfy himself to the full amount that may yet remain due and unpaid to the said Frederick Mertens, or his assigns, and also the cost of such sale and if there by any overplus, the said Mertens or his assigns shall pay the same to the said Jacob C. Grove or my heirs. In witness whereof the said Jacob C. Grove have subscribed my name and affixed my seal

Teste: Joseph Poffentor

J. C. Grove & Bro. {Seal}

State of Maryland, Washington County, to wit:

Be it remembered that and I hereby certify that on the twenty first day of June in the year of our Lord 1869, personally appeared before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Washington County, Jacob C. Grove and acknowledged the foregoing mortgage to be his act. In testimony whereof I have subscribed my name.

J. H. Grove, J. P.

State of Maryland, Allegany County, to wit:

On this first day of July 1869, personally appeared before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Frederick Mertens and made oath in due form of law, that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth. In Testimony whereof, I hereunto subscribe my name.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit:

I hereby certify that Andrew Gonder, Esquire, before whom the annexed acknowledgement was made, and whose genuine signature thereto appears, was at the date thereof, a Justice of the Peace in and for the County and State aforesaid, duly commissioned and sworn; and authorized by law to administer oaths and take acknowledgements. In Testimony whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Allegany County, this 2nd day of July 1869.

Horace Resley,
Clerk of the Circuit Court for Allegany County

I hereby release the foregoing mortgage. Witness my hand and seal this day of A.D.
1872

Witness: Test: Wm. McKlennler, Clerk

F. Mertens {Seal}

Washington County Courthouse, Hagerstown, MD, Deed Book WMcKK 1, p638, 7/23/1869.

At the request of Frederick Mertens, the following Mortgage was recorded July 23rd 1869.

This Indenture, made this 14th day of July in the year of our Lord, 1869, between Frederick Mertens, of Allegany County, in the State of Maryland, of the first part, and William Goddard, of Washington County in the State of Maryland, of the second part. Witnesseth; Whereas, the said Frederick Mertens has this day sold to the said William Goddard the Canal Boat called "Loretto," at and for the sum of twenty hundred dollars, which the said William Goddard is to pay unto the said Frederick Mertens, and his assigns, in installments of thirty five dollars each, for all the trips made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, or any other port, until the entire purchase money is paid, with interest from date, crediting the respective payments thereon as of the time when such payments shall be made. And whereas it was a part of said contract of purchase and sale, that the said William Goddard shall use said Boat in freighting coal from Cumberland to the points aforesaid, in regular trips both day and night, with as much expedition and regularity as can be reasonably done by double teams whenever required by the said Frederick Mertens, and to receive the loads of said boat promptly at each trip with the coal of the Borden Mining Company, or of other Company or persons as said Frederick Mertens or his assigns shall direct and to freight the same at the lowest current rates which shall be paid by the American Coal Company, C. E. Detmold, and such other leading companies as are now shipping coal from Cumberland, on the Chesapeake & Ohio Canal, to Georgetown, Alexandria and Washington City, or other points on the Chesapeake and Ohio Canal, and to keep said Boat in proper repair and run her regularly for said mortgagee during each boating season until said purchase money is paid, all of which said stipulations the said William Goddard hereby covenants and agrees with the said Frederick Mertens and his assigns to fulfill and to perform, and whereas, the said William Goddard is anxious to secure to the said Frederick Mertens and his assigns, the regular and due payments of each and every installment of said purchase money, and also to secure to the said Frederick Mertens and his assigns, the regular prompt and due performance of the covenants aforesaid, the said William Goddard are willing to execute these presents. Now this Indenture Witnesseth, that the said William Goddard for and in consideration of the premises hath granted, bargained and sold unto the said Frederick Mertens the canal boat called "Loretto"; to have and to hold the same forever. Provided nevertheless, that if the said William Goddard shall well and truly pay unto the said Frederick Mertens or his assigns, the aforesaid installments of purchase money, with interest, upon each and every trip as aforesaid, until the whole shall be fully paid; and shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this mortgage, then this instrument of writing shall be void; otherwise to remain in full force and virtue in law. And this Indenture further witnesseth that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said William Goddard 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 Frederick Mertens, or his assigns, is hereby authorized to take immediate possession of said boat, and after ten days notice thereof, in a public newspaper printed in Cumberland City, to sell said boat at public sale as mortgagee, to the highest bidder for cash or credit; and

out of the proceeds of such sale pay first the expenses of such sale and publication, and the balance due to the said Frederick Mertens, or his assigns, and if there be any overplus, the said Frederick Mertens or his assigns are to pay the same to the said William Goddard or his assigns. In witness whereof the said William Goddard hath subscribed his name and affixed his seal

Teste: O. McClain

William Goddard {Seal}

State of Maryland, Allegany County, to wit:

I hereby certify that on this 14th day of July in the year of our Lord 1869, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, appeared William Goddard, and acknowledged the foregoing mortgage to be his act.

O. McClain, J. P.

State of Maryland, Allegany County, to wit:

Be it remembered and it is hereby certified, that on this 17th day of July 1869, before me the subscriber, a Justice of the Peace in and for Allegany County, personally appeared Frederick Mertens the mortgagee in the foregoing mortgage, and made oath on the Holy Evangelical of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In Witness whereof, I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit:

I hereby certify that Andrew Gonder, Esquire, before whom the annexed acknowledgement was made, and whose genuine signature thereto appears, was at the date thereof, a Justice of the Peace in and for the County and State aforesaid, duly commissioned and sworn; and authorized by law to administer oaths and take acknowledgements. In Testimony whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Allegany County, this 21st day of July 1869.

Horace Resley,
Clerk of the Circuit Court for Allegany County

Washington County Courthouse, Hagerstown, MD, Deed Book WMcKK 1, p649, 7/30/1869.

At the request of F. Mertens, the following Mortgage was recorded July 30th 1869.

This Indenture, made this fifteenth day of July in the year of our Lord, 1869, between Frederick Mertens, of Allegany County, in the State of Maryland, of the first part, and Owen Ardinger, of Washington County in the State of Maryland, of the second part. Witnesseth; Whereas, the said Frederick Mertens has this day sold to the said Owen Ardinger the Canal Boat called "Joseph H. Farrow," at and for the sum of eighteen hundred dollars, which the said Owen Ardinger is to pay unto the said Frederick Mertens, and his assigns, in installments of thirty five dollars each, for all the trips made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, or any other port, until the entire purchase money is paid, with interest from date, crediting the respective payments thereon as of the time when such payments shall be made. And whereas it was a part of said contract of purchase and sale, that the said Owen Ardinger shall use said Boat in freighting coal from Cumberland to the points aforesaid, in regular trips both day and night, with as much expedition and regularity as can be reasonably done with double teams whenever required by the said Frederick Mertens, and to receive the loads of said boat promptly at each trip with the coal of the Borden Mining Company, or of other Company or persons as said Frederick Mertens or his assigns shall direct and to freight the same at the lowest current rates which shall be paid by the American Coal Company, C. E. Detmold, and such other leading Companies as are now shipping coal from Cumberland, on the Chesapeake & Ohio Canal, to Georgetown, Alexandria and Washington City, or other points on the Chesapeake and Ohio Canal, and to keep said boat in proper repair and run her regularly for said mortgagee during each boating season until said purchase money is paid, all of which said stipulations the said Owen Ardinger hereby covenants and agrees with the said Frederick Mertens and his assigns to fulfill and to perform, And whereas, the said Owen Ardinger is anxious to secure to the said Frederick Mertens and his assigns, the regular and due payments of each and every installment of said purchase money, and also to secure to the said Frederick Mertens and his assigns, the regular prompt and due performance of the covenants aforesaid, the said Owen Ardinger are willing to execute these presents. Now this Indenture Witnesseth, that the said Owen Ardinger for and in consideration of the premises hath granted, bargained and sold unto the said Frederick Mertens the canal boat called "Joseph H. Farrow"; to have and to hold the same forever. Provided nevertheless, that if the said Owen Ardinger shall well and truly pay unto the said Frederick Mertens or his assigns, the aforesaid installments of purchase money, with interest, upon each and every trip as aforesaid, until the whole shall be fully paid; and shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this mortgage, then this instrument of writing shall be void; otherwise to remain in full force and virtue in law. And this Indenture further witnesseth that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said Owen Ardinger 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 Frederick Mertens, or his assigns, is hereby authorized to take immediate possession of said boat, and after ten days notice thereof, in a public newspaper printed in Cumberland City, to sell said boat at public sale as mortgagee, to

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

Teste: O. McClain

Owen Ardinger {Seal}

State of Maryland, Allegany County, to wit:

I hereby certify that on this 15th day of July in the year of our Lord 1869, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, appeared Owen Ardinger, and acknowledged the foregoing mortgage to be his act.

O. McClain, J. P.

State of Maryland, Allegany County, to wit:

Be it remembered and it is hereby certified, that on this 23rd day of July 1869, before me the subscriber, a Justice of the Peace in and for Allegany County, personally appeared Frederick Mertens the mortgagee in the foregoing mortgage, and made oath on the Holy Evangelical of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In Witness whereof, I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit:

I hereby certify that Andrew Gonder, Esquire, before whom the annexed acknowledgement was made, and whose genuine signature thereto appears, was at the date thereof, a Justice of the Peace in and for the County and State aforesaid, duly commissioned and sworn; and authorized by law to administer oaths and take acknowledgements. In Testimony whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Allegany County, this 27th day of July 1869.

Horace Resley,
Clerk of the Circuit Court for Allegany County

Washington County Courthouse, Hagerstown, MD, Deed Book WMcKK 1, p 732,
9/21/1869.

At the request of Fred Mertens, the following deed was recorded Sept. 21st 1869.

This Mortgage, made this 8th day of Sept. in the year of our Lord, one thousand eight hundred and sixty-nine, by me, William M. Hill, of Washington County, in the State of Maryland. Witnesseth; that the said Wm M. Hill being now indebted to Frederick Mertens of Allegany County in the State of Maryland, in the sum of three hundred and fifty dollars with interest from the 20th of August 1869, being the amount due and owing from me the said Wm M. Hill to the said Frederick Mertens upon the purchase of a Canal boat known under the name and style of A. H. Bradt now lying on the water of the Chesapeake and Ohio Canal at Cumberland, Maryland, in consideration thereof do hereby bargain and sell unto the said Frederick Mertens the said Canal Boat known under the name and style above mentioned, provided that if the said Wm. M Hill shall pay to the said Frederick Mertens the said price of three hundred and fifty dollars with interest in equal installments of thirty dollars for each and every trip made by the said boat known under the name and style above mentioned, then this mortgage shall be void, Witness my hand and seal this 8th day Sept. 1869.

Teste: Andrew Gonder

William M. Hill {Seal}

State of Maryland, Allegany County, to wit,

On this 8th day of Sept. 1869 personally appeared before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County, William M. Hill and acknowledged the foregoing mortgage to be his act and deed, at the same time also appeared before me Frederick Mertens and made oath in due force of law that the consideration set forth in said mortgage is true and bona fide as therein set forth. In testimony whereof I have hereunto subscribed my name this day and year aforesaid.

Andrew Gonder, J. P.

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Washington County Courthouse, Hagerstown, MD, Deed Book WMcKK 2, p697, 8/8/1870.

At the request of Frederick Mertens, the following Mortgage was recorded August 8th 1870.

This Indenture, made this sixth day of July eighteen hundred and seventy, between William O. Neal of Washington County, State of Maryland, party of the first part; and Frederick Mertens of Allegany County, State of Maryland, part of the second part. Whereas, the said part of the second part has this day sold to the said part of the first part, the Canal Boat called Peter L. Lemen at and for the sum of Nineteen hundred and eighty seven dollars, which the said Party of the first part is to pay unto the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: For each & every trip made by the said boat upon the Chesapeake & Ohio Canal, the sum of Forty Dollars per trip is to be paid unto the said party of the second part until the entire amount of said purchase money is paid, with interest thereon from date crediting the respective payments thereon as of the time when such payments shall be made. And Whereas it was part of said contract of purchase and sale between the said party of the first part and the said part of the second part; that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal from such company or person as said party of the second part shall direct; And to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire and Baltimore Coal Company, and to keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign, transfer or set over, or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person whomsoever without the consent in writing of the said party of the second part or his authorized agent, all of which said stipulations the said party of the first part hereby covenants and agrees with the said party of the second part and his assigns to fulfill and to perform: provided always that if the said company should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading, ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip if such want of readiness to load the boat is caused by any default on the part of the said company or its agents, but in case of a glut of boats, or in case such default either in loading or unloading happens from any other cause than a personal default of the said company or its agents, then all the boats carrying coal for it must take their turn in loading and unloading and no claims shall be made for such detention. And whereas, the said party of the first part is anxious to secure to the said party of the second part and his assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said party of the second part and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents. Now this Indenture Witnesseth, that the said party of the first part, for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said party of the second part and his assigns the Canal Boat called Peter L. Lemen to have and to hold the same unto the said

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

Teste: Andrew Gonder

William O. Neal {Seal}

State of Maryland, Allegany County, to wit:

I hereby certify that on this 6th day of July 1870, before the subscriber personally appeared William O. Neal and acknowledged the aforesaid instrument to be his act and deed.

Andrew Gonder, J. P.

State of Maryland, Allegany County, to wit:

Be it remembered and it is hereby certified, that on this 6th day of July 1870, before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Frederick Mertens mortgagee in the foregoing mortgage, and made oath on the Holy Evangelical of Almighty God, that the consideration set forth in the aforesaid mortgage is true and bona fide as herein set forth. In Witness whereof, I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit:

I hereby certify that Andrew Gonder, Esquire, before whom the foregoing Affidavit was made, and whose genuine signature thereto appears, was at the time thereof, a Justice of the Peace in and for the State and County aforesaid, duly commissioned and qualified; and authorized by law to administer oaths and take acknowledgements. In Testimony whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Allegany County, this 27th day of July 1870.

Horace Resley,
Clerk of the Circuit Court for Allegany County

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Washington County Courthouse, Hagerstown, MD, Deed Book WMcKK 2, p699, 8/8/1870.

At the request of Frederick Mertens, the following Mortgage was recorded August 8th 1870.

This Indenture, made this thirtieth day of July eighteen hundred and seventy, between Henry Artz of Washington County, State of Maryland, party of the first part; and Frederick Mertens of Allegany County, State of Maryland, part of the second part. Whereas, the said part of the second part has this day sold to the said part of the first part, the Canal Boat called Ida & Sallie at and for the sum of eighteen hundred Dollars, which the said party of the first part is to pay unto the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: Thirty five Dollars for each and every trip said Boat shall make from Cumberland to Georgetown, Washington, Alexandria, or any other point, until the entire purchase money with interest is fully paid crediting the respective payments thereon as of the time when such payments shall have been made. And Whereas it was part of said contract of purchase and sale between the said party of the first part and the said part of the second part; that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal from such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire and Baltimore Coal Company, and to keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign, transfer or set over, or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person whomsoever without the consent in writing of the said party of the second part or his authorized agent, all of which said stipulations the said party of the first part hereby covenants and agrees with the said party of the second part and his assigns to fulfill and to perform: provided always that if the said company should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading, ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip if such want of readiness to load the boat is caused by any default on the part of the said company or its agents, but in case of a glut of boats, or in case such default either in loading or unloading happens from any other cause than a personal default of the said company or its agents, then all the boats carrying coal for it must take their turn in loading and unloading and no claims shall be made for such detention. And whereas, the said party of the first part is anxious to secure to the said party of the second part and his assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said party of the second part and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents. Now this Indenture Witnesseth, that the said party of the first part, for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said party of the second part and his assigns the Canal Boat called Ida & Sallie to have and to hold the same unto the said party of the second part and his assigns forever. Provided: Nevertheless, and it is hereby declared to

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

Teste: O. McClain

Henry Artz {Seal}

State of Maryland, Washington County, to wit:

I hereby certify that on this 30th day of July 1870, before the subscriber personally appeared Henry Artz and acknowledged the foregoing instrument to be his act and deed.

Owen McClain, J. P.

State of Maryland, Allegany County, to wit:

Be it remembered and it is hereby certified, that on this 5th day of August 1870, before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Frederick Mertens mortgagee in the foregoing mortgage, and made oath on the Holy Evangelical of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In Witness whereof, I hereunto subscribe my name on the day and year aforesaid.

H. H. Holbrook, J.P.

State of Maryland, Allegany County, to wit:

I hereby certify that Herman H. Holbrook, Esquire, before whom the foregoing acknowledgement was made, and whose genuine signature thereto appears, was at the time thereof, a Justice of the Peace in and for the State and County aforesaid, duly commissioned and qualified; and authorized by law to administer oaths and take acknowledgements. In Testimony whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Allegany County, this 5th day of August 1870.

Horace Resley,
Clerk of the Circuit Court for Allegany County

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Washington County Courthouse, Hagerstown, MD, Deed Book WMcKK 2, p708, 8/15/1870.

At the request of Frederick Mertens, the following Mortgage was recorded August 15th 1870.

This Indenture, made this Sixth day of August eighteen hundred and seventy, between W. T. Hassett of Washington County, State of Maryland, party of the first part; and Frederick Mertens of Allegany County, State of Maryland, part of the second part. Whereas, the said part of the second part has this day sold to the said part of the first part, the Canal Boat called Joseph R. Haines at and for the sum of thirteen hundred thirty seven dollars, which the said party of the first part is to pay unto the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: Forty Dollars for each and every trip said Boat shall make from Cumberland to Georgetown, Washington, Alexandria, or any other point, until the entire purchase money with interest is fully paid crediting the respective payments thereon as of the time when such payments shall have been made. And Whereas it was part of said contract of purchase and sale between the said party of the first part and the said part of the second part; that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal from such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire and Baltimore Coal Company, and to keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign, transfer or set over, or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person whomsoever without the consent in writing of the said party of the second part or his authorized agent, all of which said stipulations the said party of the first part hereby covenants and agrees with the said party of the second part and his assigns to fulfill and to perform: provided always that if the said company should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading, ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip if such want of readiness to load the boat is caused by any default on the part of the said company or its agents, but in case of a glut of boats, or in case such default either in loading or unloading happens from any other cause than a personal default of the said company or its agents, then all the boats carrying coal for it must take their turn in loading and unloading and no claims shall be made for such detention. And whereas, the said party of the first part is anxious to secure to the said party of the second part and his assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said party of the second part and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents. Now this Indenture Witnesseth, that the said party of the first part, for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said party of the second part and his assigns the Canal Boat called Joseph A. Haines to have and to hold the same unto the said party of the second part and his assigns forever. Provided:

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

Teste: H. F. Perry

William T. Hassett {Seal}

State of Maryland, Washington County, to wit:

I hereby certify that on this sixth day of August 1870, before the subscriber personally appeared W. T. Hassett and acknowledged the foregoing instrument to be his act and deed.

H. F. Perry, J. P.

State of Maryland, Allegany County, to wit:

Be it remembered and it is hereby certified, that on this 9th day of August 1870, before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Frederick Mertens mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In Witness whereof, I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit:

I hereby certify that Andrew Gonder, Esquire, before whom the foregoing acknowledgement was made, and whose genuine signature thereto appears, was at the time thereof, a Justice of the Peace in and for the State and County aforesaid, duly commissioned and qualified; and authorized by law to administer oaths and take acknowledgements. In Testimony whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Allegany County, this 11th day of August 1870.

Horace Resley,
Clerk of the Circuit Court for Allegany County

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Washington County Courthouse, Hagerstown, MD, Deed Book WMcKK 2, p711, 8/15/1870.

At the request of Frederick Mertens, the following Mortgage was recorded August 15th 1870.

This Indenture, made this Sixth day of August eighteen hundred and seventy, between W. T. Hassett of Washington County, State of Maryland, party of the first part; and Frederick Mertens of Allegany County, State of Maryland, part of the second part. Whereas, the said part of the second part has this day sold to the said part of the first part, the Canal Boat called Tillie B. Lynn at and for the sum of fourteen hundred dollars, which the said party of the first part is to pay unto the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: Thirty five Dollars for each and every trip said Boat shall make from Cumberland to Georgetown, Washington, Alexandria, or any other point, until the entire purchase money with interest is fully paid crediting the respective payments thereon as of the time when such payments shall have been made. And Whereas it was part of said contract of purchase and sale between the said party of the first part and the said part of the second part; that the said part of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal from such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire and Baltimore Coal Company, and to keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign, transfer or set over, or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever, without the consent in writing of the said party of the second part or his authorized agent, all of which said stipulations the said party of the first part hereby covenants and agrees with the said party of the second part and his assigns to fulfill and to perform: provided always that if the said company should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading, ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip if such want of readiness to load the boat is caused by any default on the part of the said company or its agents, but in case of a glut of boats, or in case such default either in loading or unloading happens from any other cause than a personal default of the said company or its agents, then all the boats carrying coal for it must take their turn in loading and unloading and no claims shall be made for such detention. And whereas, the said party of the first part is anxious to secure to the said party of the second part and his assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said party of the second part and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents. Now this Indenture Witnesseth, that the said party of the first part, for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said party of the second part and his assigns the Canal Boat called Tillie B. Lynn to have and to hold the same unto the said party of the second part and his assigns forever.

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

Teste: H. F. Perry

William T. Hassett {Seal}

State of Maryland, Washington County, to wit:

I hereby certify that on this sixth day of August 1870, before the subscriber, personally appeared W. T. Hassett and acknowledged the foregoing instrument to be his act and deed.

H. F. Perry, J. P.

State of Maryland, Allegany County, to wit:

Be it remembered and it is hereby certified, that on this 9th day of August 1870, before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Frederick Mertens mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In Witness whereof, I hereunto subscribe my name on the day and year aforesaid. Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit:

I hereby certify that Andrew Gonder, Esquire, before whom the foregoing acknowledgement was made, and whose genuine signature thereto appears, was at the time thereof, a Justice of the Peace in and for the State and County aforesaid, duly commissioned and qualified; and authorized by law to administer oaths and take acknowledgements. In Testimony whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Allegany County, this 11th day of August 1870.

Horace Resley,
Clerk of the Circuit Court for Allegany County

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Washington County Courthouse, Hagerstown, MD, Deed Book WMcKK 4, p 239, 12/9/1871.

At the insistence of Frederick Mertens, the following mortgage is recorded Dec. 9th 1871.

This Indenture, Made this 13th day of November eighteen hundred and seventy-one between E. P. Steffey, of Washington County, State of Maryland, party of the first part, and Frederick Mertens, of Allegany County, State of Maryland, party of the second part. Whereas, the said part[y] of the second part has this day sold to the party of the first part the Canal Boat called Grason and Fannie at and for the sum of eighteen hundred dollars, which the said party of the first part is to pay to the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned to wit, Fifty dollars for each and every trip said boat shall make from Cumberland to Georgetown, Washington, Alexandria, and thirty dollars to Williamsport until the entire purchase money with interest is fully paid, 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 between the said part[y] of the first part and the said part[y] of the second part that the said party of the first part shall use the said boat exclusively in freighting Coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips both day and night with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip, with the coal of such company pr person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire and Baltimore Coal Company, keep said boat in proper repair, and that the said party of the first part will not during the continuance of this instrument of writing assign, transfer or set over or otherwise by any act or deed permit the said boat to be assigned, transferred, or set over unto any person or persons whomsoever without the consent in writing of the said party of the second part or his authorized agent, all of which said stipulations the said party of the first part hereby covenants and agrees with the said party of the second part and his assigns to fulfill and perform, provided always that if the said company should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading ready to receive the load then the said party of the first part shall have the right of loading whenever he chooses for that trip, if such want of readiness to load the boat is caused by any default on the part of the said company, or its agents, but in case of a glut of boats, or in case such default either in loading or unloading happens from any other cause than a personal default of the said Company or its agents then all the boats carrying coal for it must take their turn in loading and unloading and no claim shall be made for such detention. And Whereas, the said party of the first part is anxious to secure unto the said party of the second part and his assigns, the regular and due payments of each and every installment of said purchase money, and also to secure to the said part of the second part and his assigns, the regular prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents. Now this indenture Witnesseth, that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain unto the said part[y] of the second part and his assigns the canal boat called Grason and Fannie to

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

Teste: H. R. Stickel

Edward P. Steffey {Seal}

State of Maryland, Washington County, to wit:

I hereby certify that on this 13th day of November 1871, before the subscriber, personally appeared E. P. Steffey, and acknowledged the foregoing instrument to be his act and deed.

H. R. Stickel, J. P.

State of Maryland, Allegany County, to wit:

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

H. P. Flanagan, J.P.

State of Maryland, Allegany County, to wit:

I hereby certify that H. P. Flanagan, Esquire before whom the foregoing affidavit was made, and whose genuine signature thereto appears, was at the time thereof, a Justice of the Peace in and for the State and County aforesaid, duly commissioned and qualified and authorized by law to administer oaths and take acknowledgements. In Testimony Whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Allegany County, this 1st day of December 1871.

H. Resley,
Clerk, Circuit Court for Allegany County

I hereby release the foregoing mortgage this 29th day of August 1881. Witness my hand and seal

Witness W. M. Mertens

Frederick Mertens {Seal}

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Washington County Courthouse, Hagerstown, MD, Deed Book WMcKK 4, p330, 1/22/1872.

At the instance of Frederick Mertens, the following Mortgage was recorded January 22nd 1872.

This Indenture, made this 28th day of December eighteen hundred and seventy-one, between B. T. Price of Washington County, State of Maryland, party of the first part; and Frederick Mertens of Allegany County, State of Maryland, part of the second part. Whereas, the said part of the second part has this day sold to the said part of the first part, the Canal Boat called Dr. R. J. Duckett at and for the sum of Twenty One Hundred Dollars, which the said party of the first part is to pay unto the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: Thirty dollars for each and every trip said Boat shall make from Cumberland to Georgetown, Washington, Alexandria, or any other point, until the entire purchase money with interest is fully paid crediting the respective payments thereon as of the time when such payments shall have been made. And Whereas it was part of said contract of purchase and sale between the said party of the first part and the said part of the second part; that the said part of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal from such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire and Baltimore Coal Company, and to keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign, transfer or set over, or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever, without the consent in writing of the said party of the second part or his authorized agent, all of which said stipulations the said party of the first part hereby covenants and agrees with the said party of the second part and his assigns to fulfill and to perform: provided always that if the said company should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading, ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip if such want of readiness to load the boat is caused by any default on the part of the said company or its agents, but in case of a glut of boats, or in case such default either in loading or unloading happens from any other cause than a personal default of the said company or its agents, then all the boats carrying coal for it must take their turn in loading and unloading and no claims shall be made for such detention. And whereas, the said party of the first part is anxious to secure to the said party of the second part and his assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said party of the second part and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents. Now this Indenture Witnesseth, that the said party of the first part, for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said party of the second part and his assigns the Canal Boat called Dr. R. J. Duckett

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

Teste: Samuel Boyer, J.P. B. H. Lowery

Benjamin T. Price {Seal}

State of Maryland, Washington County, to wit:

I hereby certify that on this 28th day of December 1871, before the subscriber, personally appeared B. T. Price and acknowledged the foregoing instrument to be his act and deed.

Samuel Boyer, J. P.

State of Maryland, Allegany County, to wit:

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

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit:

I hereby certify that H. J. Flanagan, Esquire, before whom the foregoing acknowledgement was made, and whose genuine signature thereto appears, was at the time thereof, a Justice of the Peace in and for the State and County aforesaid, duly commissioned and qualified; and authorized by law to administer oaths and take acknowledgements. In Testimony whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Allegany County, this 9th day of January 1872.

Horace Resley,
Clerk of the Circuit Court for Allegany County

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Washington County Courthouse, Hagerstown, MD, Deed Book WMcKK 4, p779, 6/22/1872.

At the instance of Frederick Mertens, the following Mortgage was recorded June 22nd 1872.

This Indenture, made this 29th day of March eighteen hundred and seventy-two, between Ch. W. Embrey of Washington County, State of Maryland, party of the first part; and Frederick Mertens of Allegany County, State of Maryland, party of the second part. Whereas, the said part of the second part has this day sold to the said part of the first part, the Canal Boat called Theodor Embrey at and for the sum of twenty one hundred dollars, which the said party of the first part is to pay unto the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: Forty dollars for each and every trip said Boat shall make from Cumberland to Georgetown, Washington, Alexandria, or any other point, until the entire purchase money with interest is fully paid crediting the respective payments thereon as of the time when such payments shall have been made. And Whereas it was part of said contract of purchase and sale between the said party of the first part and the said part of the second part; that the said part of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal from such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire and Baltimore Coal Company, and to keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign, transfer or set over, or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever, without the consent in writing of the said party of the second part or his authorized agent, all of which said stipulations the said party of the first part hereby covenants and agrees with the said party of the second part and his assigns to fulfill and to perform: provided always that if the said company should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading, ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip if such want of readiness to load the boat is caused by any default on the part of the said company or its agents, but in case of a glut of boats, or in case such default either in loading or unloading happens from any other cause than a personal default of the said company or its agents, then all the boats carrying coal for it must take their turn in loading and unloading and no claims shall be made for such detention. And whereas, the said party of the first part is anxious to secure to the said party of the second part and his assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said party of the second part and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents. Now this Indenture Witnesseth, that the said party of the first part, for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said party of the second part and his assigns the Canal Boat called Theodor Embrey to have and to hold the same unto the said party of the second part and his assigns forever.

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

Teste: John Long

Charles W. Embrey {Seal}

State of Maryland, Washington County, to wit:

I hereby certify that on this 29th day of March 1872, before the subscriber, personally appeared Ch. W. Embrey and acknowledged the foregoing instrument to be his act and deed.

John Long, J. P.

State of Maryland, Allegany County, to wit:

Be it remembered and it is hereby certified, that on this 12th day of June 1872, before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Frederick Mertens mortgagee in the foregoing mortgage, and made oath on the Holy Evangelical of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In Witness whereof, I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit:

I hereby certify that Henry J. Flanagan, Esquire, before whom the foregoing affidavit was made, and whose genuine signature thereto appears, was at the time thereof, a Justice of the Peace in and for the State and County aforesaid, duly commissioned and qualified; and authorized by law to administer oaths and take acknowledgements. In Testimony whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Allegany County, this 12th day of June 1867.

Horace Resley,
Clerk of the Circuit Court for Allegany County

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Washington County Courthouse, Hagerstown, MD, Deed Book WMcKK 5, p 305,
11/27/1872.

At the insistence of Fred'k Mertens the following mortgage is recorded November 27th 1872.

This Indenture, Made this twenty-six day of November eighteen hundred and seventy-two between Thomas L. Little of Washington County State of Maryland part of the first part, and Frederick Mertens of Allegany County State of Maryland part of the second part. Whereas the said part of the second part has this day sold to the said party of the first part the Canal Boat Gen. Grant at and for the sum of twelve hundred dollars which the said party of the first part is to pay to the said party of the second part in installments and in the manner and upon the terms hereinafter mentioned, to wit: fifty dollars for each & every trip said boat shall make from Cumberland to Georgetown, Washington, Alexandria or any other point until the entire purchase money with interest is fully paid crediting those respective payments thereon as of the time such payments shall have [been] made. And, Whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria, Washington City in regular trips both day and night with as much expedition and regularity as can be reasonably done, and to receive the loads of said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct, and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire and Baltimore Coal Company and keep such boat in proper repair and that the said party of the first part will not during the continuance of this instrument of writing assign, transfer or set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whatsoever without the consent in writing of the said party of the second part or his authorized agent, all of which said stipulations the said party of the first part hereby covenants and agrees with the said party of the second part and his assigns to fulfill and perform provided always that if the said Company should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip, if such want of readiness to load the boat is cause by any default on the part of the said Company or its agents; but in case of a glut of boats, or in case such default either in loading or unloading happens from any other cause then a personal default of the said Company, or its agents, then all boats carrying coal first must take their turn in loading and unloading and no claim shall be made for such detention. And whereas the party of the first part is anxious to secure unto the said party of the second part and his assigns the regular and due payment of each and every installment of said purchase money, and also to secure to the said party of the second part and his assigns the regular, prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents. Now this Indenture, Witnesseth; that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said party of the second part and his assigns the Canal Boat called Gen. Grant to have and to hold the same unto the said party of

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

Test: Jacob Craig

Thomas L. Little {Seal}

State of Maryland, Washington County, to wit,

I hereby certify that on the twenty-six day of Nov. 1872 before the subscriber personally appeared Thomas L. Little and acknowledged the foregoing instrument to be his act and deed.

Jacob Craig, J. P.

State of Maryland, Washington County, to wit,

Be it remembered and it is hereby certified this 26th day of Nov 1872 before me the subscriber a Justice of the Peace of the State of Maryland in and for Washington County personally appeared F. Mertens mortgagee and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Jacob Craig, J. P.

Washington County Courthouse, Hagerstown, MD, Deed Book WMcKK 5, p 306,
11/27/1872.

At the insistence of Fred'k Mertens the following mortgage is recorded November 27th 1872.

This Indenture, Made this twenty-six day of November eighteen hundred and seventy-two between Thomas L. Little of Washington State of Maryland part of the first part, and Frederick Mertens of Allegany County State of Maryland part of the second part. Whereas the said part of the second part has this day sold to the said party of the first part the Canal Boat called Morning Sun at and for the sum of twelve hundred dollars which the said party of the first part is to pay to the said party of the second part in installments and in the manner and upon the terms hereinafter mentioned, to wit: fifty dollars for each & every trip said boat shall make from Cumberland to Georgetown, Washington, Alexandria or any other point until the entire purchase money with interest is fully paid crediting those respective payments thereon as of the time such payments shall have [been] made. And, whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City in regular trips both day and night with as much expedition and regularity as can be reasonably done, and to receive the loads of said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct, and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire and Baltimore Coal Company and keep such boat in proper repair and that the said party of the first part will not during the continuance of this instrument of writing assign, transfer or set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whatsoever without the consent in writing of the said party of the second part, or his authorized agent, all of which said stipulations the said party of the first part hereby covenants and agrees with the said party of the second part and his assigns to fulfill and perform provided always that if the said Company should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip, if such want of readiness to load the boat is cause by any default on the part of the said Company or its agents; but in case of a glut of boats, or in case such default either in loading or unloading happens from any other cause that a personal default of the said Company, or its agents, then all boats carrying coal first must take their turn in loading and unloading and no claim shall be made for such detention. And whereas the party of the first part is anxious to secure unto the said party of the second part and his assigns the regular and due payment of each and every installment of said purchase money, and also to secure to the said party of the second part and his assigns the regular, prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents. Now this Indenture, Witnesseth; that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said party of the second part and his assigns the Canal Boat called Morning Sun to have and to hold the same unto the said party

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

Test: Jacob Craig

Thomas L. Little {Seal}

State of Maryland, Washington County, to wit,
I hereby certify that on the twenty-six day of Nov. 1872 before the subscriber a Justice of the Peace personally appeared Thomas L. Little and acknowledged the foregoing instrument to be his act and deed.

Jacob Craig, J. P.

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

Jacob Craig, J. P.

Washington County Courthouse, Hagerstown, MD, Deed Book McKK 5, p 309, 11/23/1872.

At the insistence of Frederick Mertens, the following mortgage is recorded November 27th 1872.

This Mortgage Made on this twenty sixth day of November in the year eighteen hundred and seventy-two by me, Thomas L. Little of Washington County in the State of Maryland. Witnesseth; That for and in consideration of the sum of twelve hundred dollars now due from me the said Thomas L. Little to Frederick Mertens of Allegany County and the State of Maryland and in order to secure the payment thereof to the said Frederick Mertens by the said Thomas L. Little I hereby bargain and sell to the said Frederick Mertens the following property: Two dun horse mules, Four Bay mules, Three horse dun mare mules, One black mare mule & three black horse mules and two brown horse mules, and the harness that are now used with said mules and also the boat rig now on Canal boats "Morning Sun," "Gen. Grant" & "Martin O'Conner," including cooking stove and furniture on said boats. Provided that if the said Thomas L. Little shall pay to the said Frederick Mertens or his assigns the said sum of twelve hundred dollars with the interest thereon from the date hereof in installments of fifty dollars each for all trips made by said Canal Boats called "Morning Sun," "Gen Grand" & "Martin O'Conner," or any other canal boat on which said mules may work in freighting coal on the Chesapeake and Ohio canal from Cumberland to Georgetown, Alexandria or any other port East of Cumberland until the entire sum of twelve hundred dollars is paid with interest thereon, provided said whole sum and interest be paid on or before the first day of November in the year eighteen hundred and seventy three, then this mortgage shall be void. And the said Thomas L. Little do hereby covenant and agree that if in default of the payment of any of said hereinbefore mentioned installments the said Frederick Mertens or his assigns may and is hereby authorized to seize said mules or any of them and said harness, boat rig and boat furniture and sell the same to the highest bidder for cash whenever the same may be so seized and taken, after first giving notice by hand bills for at least ten days of such sale and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there then be any overplus to pay the same to me the said Thomas L. Little, or my assigns. In Witness whereof I have subscribed my name and affixed my seal.

Teste: Jacob Craig

Thomas L. Little {Seal}

State of Maryland, Washington County, to wit:

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

Jacob Craig, J. P.