

COMPILATION OF
CONSOLIDATION COAL COMPANY
CANAL BOAT MORTGAGES
1870- 1873
ALLEGANY COUNTY, MD

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A. PREFACE

After some research in the Allegany County Courthouse records the General Index to Miscellaneous Instruments (Vol. A to J and Vol. K to Z) was found and it was in that first volume that the following records were found. Nine records found were for canal boat mortgages. Looking at the boat register for 1873¹ we see that the eight boats sold in April 1873 were previously registered in March 1873. It would appear that the Consolidation Coal Company sold off some existing canal boats that they had previously built. They did own many more boats, as the subsequent boat registers attest. A search of the Allegany County Records has not turned up any Consolidation Coal Company mortgages for other boats, than these nine.

The similarity of the mortgage text over the years suggests that they were copied from one mortgage to the next. Upon close inspection of the boat mortgages, you will notice that in all cases the borrower was required to run the boat day and night until the purchase money, with interest, was paid. As a volunteer at Lockhouse 75 I have been under the impression that the canal boats ran primarily in daylight hours, based on transcribing many oral histories. On reflection, those oral histories pertain to the receivership period of the canal operations, when the Canal Company owned most of the boats. Before the flood of June 1889, many of the canal boats were individually owned and operated. But the overwhelming evidence is that, prior to the receivership period, there were boats running 24/7, as we say today. We 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.

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

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¹ REGISTERS ISSUED TO BOATS TO NAVIGATE THE CHESAPEAKE AND OHIO CANAL, 1873, 1874 & 1875, Transcribed from the original in Record Group 79, National Archives, College Park, MD, by William Bauman, November 2011, which is available online at www.candocanal.org under historical documents.

Consolidation Coal Co. Canal Boat Mortgages 1870 - 1873, Allegany County, MD

Owner's Name	Book	Page	Date Recorded	Boat's Name	Purchase Cost
Labeu Riley	31	304	5/18/1870	Blue Bell	\$1,675
David Yingling	39	678	4/29/1873	Black Hawk	\$700
Joseph Martz	39	680	4/28/1873	H. J. Kenah	\$2,100
Alvin Wilson	39	683	4/29/1873	C. Slack	\$1,900
Charles W. Goss	40	185	4/29/1873	H. C. Hicks	\$2,100
Frederick Weisemiller	40	187	4/29/1873	A. B. Turner	\$2,100
Francis Kirkpatrick	40	189	4/29/1873	Dove	\$2,100
Charles H. Twigg	40	191	4/29/1873	Adam Norrie	\$2,100
Charles Bowers	40	193	4/29/1873	C. P. Manning	\$2,100
Mortgages on Other, Personal Property					
Isaac Wineburner	50	211	10/9/1877		\$250
Levi W. Brant	50	477	1/29/1878		\$609.37

Allegany County Courthouse, Cumberland, MD, Deed Book 31, p 304, 5/13/1870.

At the request of the Consolidation Coal Company this mortgage was recorded May 13, 1870.

This Indenture made this 23rd day of April eighteen hundred and seventy between Labeu Riley of Allegany County, State of Maryland of the first part, and the Consolidation Coal Company, of Allegany County, State of Maryland, of the second part. Whereas the said Consolidation Coal Company have this day sold to the said Riley the Canal Boat called "Blue Bell," at for the sum of Sixteen hundred and seventy five dollars which the said Riley is to pay unto the said Consolidation Coal Company and their assigns in installments of Forty dollars each for the first twenty trips, and thirty five dollars each for every subsequent trip made by said Boat from Cumberland to Georgetown, Alexandria or Washington City, or other intermediate points until the entire purchase money is paid, with interest thereon from this date, crediting the respective payments thereon as of the date said payments were made. And Whereas it was a part of said contract of purchase and sale between the said Riley and the said Company, that the said Riley shall use the said boat in freighting coal from Cumberland to the points aforesaid, in regular trips with as much expedience and regularity as can be reasonably done with full night and day stock, and to give a preference in freighting to the coal of such company or persons as said Company may from time to time direct; provided such person or persons are ready to load him, at the current rates of freight payable by the large coal companies, for a like service, within a period of twenty four hours exclusive of Sundays, after his reporting for loading, and keep said boat in proper repair; and that the said party of the first part shall not sell, or dispose of, or lease, or mortgage said boat without the written consent of the Agent of said Company, endorsed on this instrument, before the said boat shall have been entirely paid for; all of which said stipulations the said Riley hereby covenants and agrees with the said Company and their assigns to fulfill and perform. Provided always that if, from any cause whatsoever said Company shall not be prepared with coal within twenty four hours of the boat being reported by the Captain as ready to receive her load, then all claims of said Company to the services of the boat for that trip is cancelled, except so far as their right to claim the trip money is concerned. And Whereas the said Riley is anxious to secure unto the said Company and their assigns the regular and due payment of each and every installment of said purchase money and also to secure the said Company and their assigns, the regular, prompt and due performance of the covenants aforesaid, and the said Riley is willing to execute these presents. Now this Indenture Witnesseth; that the Riley for and in consideration of the premises, hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said Consolidation Coal Company, their executors, administrators and assigns the Canal Boat called "Blue Bell," to have and to hold the same unto the said Consolidation Coal Company, their executors, administrators and assigns, forever. Provided Nevertheless and it is hereby declared to be the true intent and meaning of these presents, that if the said Riley shall well and truly pay the said Company, their executors, administrators or 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 Riley shall well and truly do and perform all the covenants on his part to be done and performed, and 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 Riley to make regular payments on amount 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 Riley to freight for the company or person designated by said Company, or in case of a failure or neglect to use all

diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this Mortgage, named to be done and performed on the part of said Riley then and in either event the said Consolidation Coal Company, or their assigns, are hereby authorized to take immediate possession of said boat, and after ten days public notice of [the time, place, manner and terms of sale published] in a newspaper printed in the City of Cumberland, to sell said Canal Boat at public sale, as mortgagee, to the highest bidder for cash or on credit; and out of the proceeds of such sale, pay first the expenses of such sale and advertisement, and then the balance due to said Consolidation Coal Company or their assigns of said purchase money and interest. In Witness whereof the said Riley hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder

Labeu Riley {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 23rd day of April 1870 before the Subscriber a Justice of the Peace of the State of Maryland in and for said County, personally appeared Labeu Riley and acknowledged the foregoing instrument to be his act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 26th day of April 1870, before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Henry Thomas Weld, Agent of the Consolidation Coal Company of Allegany County the mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide, as herein set forth. In witness Whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 39, p 678, 5/29/1873.

At the request of the Consolidation Coal Co. this Indenture was recorded May 29th 1873.

This Indenture made this 22nd day of April eighteen hundred and seventy three between David Yingling of Allegany County, State of Maryland, party of the first part, and the Consolidation Coal Co. of Maryland of Allegany County, State of Maryland, parties of the second part. Whereas the said parties of the second part have this day sold to the said party of the first part the Canal Boat called "Black Hawk," at for the sum of Seven hundred dollars, which the said party of the first part is to pay unto the said parties of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: the trippages of thirty five dollars each for each and every trip made between Cumberland, Md. and Georgetown, D.C. or Washington D.C., or Alexandria, Va. and a proportionate amount for a less distance in the interest in advance of purchase money, less amount of trippage as such, and Whereas it was a part of said contract of purchase and sale between the said party of the first part and the said parties of the second part, that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedience 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 parties of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire and Baltimore Coal Company, and keep said boat in proper repair; and that the said party of the first part will not, during the continuance of this instrument of writing, assign, transfer or set over, or otherwise by any act or deed permit the said boat to be assigned, transferred, or set over unto any person or persons whomsoever, without the consent in writing of the said parties of the second part, or their authorized agent, all of which said stipulations the said party of the first part hereby covenants and agrees with the said parties of the second part and their assigns to fulfill and perform; provided always that if the said Company should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip, if such want of readiness to load the boat is caused by any default on the part of said Company or its agents; but in case of a glut of boats, or in case of such default either in loading or unloading, happens from any other cause than personal default of the said Company, or its agents, then all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention. And Whereas the said party of the first part is anxious to secure unto the said parties of the second part, and their assigns, the regular and due payment of each and every installment of said purchase money, and also to secure the said parties of the second part, and their assigns, the regular, prompt and due performance of the covenants aforesaid, and the said party of the first part is willing to execute these presents. Now this Indenture Witnesseth; that the party of the first part is willing to execute these presents. Now, this Indenture Witnesseth, that the said party of the first part, for and in consideration of the premises, hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said parties of the second part, and their assigns the Canal Boat called "Black Hawk," to have and to hold the same unto the said parties of the second part, and their assigns, forever. Provided Nevertheless and it is hereby declared to be the true intent and meaning of these presents, that if the said party of the first part shall well and truly pay the said parties of the second part, or their assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said party of the first part shall

well and truly do and perform all the covenants on his part to be done and performed, and 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 amount 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 said parties of the second part or their authorized agent, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a transfer without permission, 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 party of the first part, then and in either event, the said parties of the second part, or their assigns or any duly authorized agent, is hereby authorized to take immediate possession of said boat, and after ten days public notice thereof in a newspaper printed in the City of Cumberland, to sell said Canal Boat at public sale, as mortgagee, to the highest bidder for cash or on credit; and out of the proceeds of such sale, pay first the expenses of such sale and advertisement, and then the balance due to said parties of the second part, or their assigns, of said purchase money and interest, and if there be any overplus to the said parties or their assigns, are to pay the same to the said party of the first part. In Witness whereof the said David Yingling hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

David Yingling {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 22nd day of April 1873 before the subscriber, personally appeared David Yingling and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 28th day of April 1873, before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared James A. Millholland, President & Agent of the Consolidation Coal Company mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide, as herein set forth. In witness Whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 39, p 680, 4/28/1873.

At the request of the Consolidation Coal Co. this Indenture was recorded April 29th 1873.

This Indenture made this thirty first day of March eighteen hundred and seventy three between Joseph Martz of Allegany County, State of Maryland, party of the first part, and the Consolidation Coal Co. of Md. of Allegany County, State of Maryland, parties of the second part. Whereas the said parties of the second part have this day sold to the said party of the first part the Canal Boat called "H. J. Kenah," at for the sum of Twenty one hundred dollars, which the said party of the first part is to pay unto the said parties of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: the trippages of thirty five dollars each for each and every trip made upon the Chesapeake & Ohio Canal from Cumberland to Georgetown, Washington D.C., or Alexandria, Va. and a proportionate price for a shorter distance, with interest on the purchase money, less trippages received. And Whereas, it was part of said contract of purchase and sale between the said party of the first part and the said parties of the second part, that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedience 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 parties of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire and Baltimore Coal Company, and keep said boat in proper repair; and that the said party of the first part will not, during the continuance of this instrument of writing, assign, transfer or set over, or otherwise by any act or deed permit the said boat to be assigned, transferred, or set over unto any person or persons whomsoever, without the consent in writing of the said parties of the second part, or their authorized agent, all of which said stipulations the said party of the first part hereby covenants and agrees with the said parties of the second part or their authorized agent and of which said stipulations the said party of the first part hereby covenants and agrees with the said parties of the second part and their assigns to fulfill and perform; provided always that if the said Company should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading, ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip, if such want of readiness to load the boat is caused by any default on the part of said Company or its agents; but in case of a glut of boats, or in case of such default either in loading or unloading, happens from any other cause than personal default of the said Company, or its agents, then all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention. And Whereas the said party of the first part is anxious to secure unto the said parties of the second part, and their assigns, the regular and due payment of each and every installment of said purchase money, and also to secure the said parties of the second part, and their assigns, the regular, prompt and due performance of the covenants aforesaid, and the said party of the first part is willing to execute these presents. Now this Indenture Witnesseth; that the party of the first part is willing to execute these presents. Now, this Indenture Witnesseth, that the said party of the first part, for and in consideration of the premises, hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said parties of the second part, and their assigns, the Canal Boat called "H. J. Kenah," to have and to hold the same unto the said parties of the second part, and their assigns, forever. Provided Nevertheless and it is hereby declared to be the true intent and meaning of these presents, that if the said party of the first part shall well and truly pay the said parties of the second part, or their assigns, the aforesaid installments of purchase money, upon each

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

Teste: H. J. Flanagan

Joseph Martz {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 31st day of March 1873 before the subscriber, personally appeared Joseph Martz and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 19th day of April 1873, before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared James A. Millholland, President & Agent of the Consolidation Coal Company mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide, as herein set forth. In witness Whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 39, p 683, 4/29/1873.

At the request of the Consolidation Coal Co. this Mortgage was recorded April 29th 1873.

This Indenture made this 19th day of April eighteen hundred and seventy three between Alvin Wilson of Allegany County, State of Maryland, party of the first part, and the Consolidation Coal Company of Maryland, of Allegany County, State of Maryland, parties of the second part. Whereas the said parties of the second part have this day sold to the said party of the first part the Canal Boat called "C. Slack," at and for the sum of Nineteen hundred dollars, which the said party of the first part is to pay unto the said parties of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: the trippages of thirty five dollars each, for each and every trip made between Cumberland, Md. and Georgetown, D.C. or Washington D.C., or Alexandria, Va. and a proportionate amount for a less distance, with interest on amount of purchase money, less amount of trippage as paid, and Whereas it was part of said contract of purchase and sale between the said party of the first part and the said parties of the second part, that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedience 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 parties of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire and Baltimore Coal Company, and keep said boat in proper repair; and that the said party of the first part will not, during the continuance of this instrument of writing, assign, transfer or set over, or otherwise by any act or deed permit the said boat to be assigned, transferred, or set over unto any person or persons whomsoever, without the consent in writing of the said parties of the second part, or their authorized agent, all of which said stipulations the said party of the first part hereby covenants and agrees with the said parties of the second part and their assigns to fulfill and perform; provided always that if the said Company should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip, if such want of readiness to load the boat is caused on the part of said Company or its agents; but in case of a glut of boats, or in case of such default either in loading or unloading, happens from any other cause than personal default of the said Company, or its agents, then all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention. And Whereas the said party of the first part is anxious to secure unto the said parties of the second part, and their assigns, the regular and due payment of each and every installment of said purchase money, and also to secure the said parties of the second part, and their assigns, the regular, prompt and due performance of the covenants aforesaid, and the said party of the first part is willing to execute these presents. Now, this Indenture Witnesseth, that the said party of the first part, for and in consideration of the premises, hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said parties of the second part, and their assigns the Canal Boat called "C. Slack," to have and to hold the same unto the said parties of the second part, and their assigns, forever. Provided Nevertheless and it is hereby declared to be the true intent and meaning of these presents, that if the said party of the first part shall well and truly pay unto the said parties of the second part, or their assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said party of the first part shall well and truly do and perform all the covenants on his part to be done and performed, and 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 amount 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 said parties of the second part or their authorized agent, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a transfer without permission as aforementioned, 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 party of the first part, then and in either event, the said parties of the second part, or their assigns or any duly authorized agent, is hereby authorized to take immediate possession of said boat, and after ten days public notice thereof, in a newspaper printed in the City of Cumberland, to sell said Canal Boat at public sale, as mortgagee, to the highest bidder for cash or on credit; and out of the proceeds of such sale, pay first the expenses of such sale and advertisement, and then the balance due to said parties of the second part, or their assigns, of said purchase money and interest, and if there be any overplus to the said parties or their assigns, are to pay the same to the said party of the first part. In Witness whereof the said Alvin Wilson hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

Alvin Wilson {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 19th day of April 1873 before the subscriber, personally appeared Alvin Wilson and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 19th day of April 1873, before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared James A. Millholland, President & Agent of the Consolidation Coal Company mortgagee in the foregoing mortgage, and made oath on the Holy Evangelical of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide, as herein set forth. In witness Whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 40, p 185, 4/29/1873.

At the request of the Consolidation Coal Co. this Mortgage was recorded April 29th 1873.

This Indenture made this third day of April eighteen hundred and seventy three between Charles W. Goss of Allegany County, State of Maryland, party of the first part, and the Consolidation Coal Company of Allegany County, State of Maryland, parties of the second part. Whereas the said parties of the second part have this day sold to the said party of the first part the Canal Boat called "H. C. Hicks," at and for the sum of Twenty one hundred dollars, which the said party of the first part is to pay unto the said parties of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: the trippages of thirty five dollars each, for each and every trip made between Cumberland and Georgetown, D.C. & Washington D.C., and Alexandria, Va. and a proportionate amount for a trip for a less distance, with interest on amount of purchase money, less trippage as paid, and Whereas it was part of said contract of purchase and sale between the said party of the first part and the said parties of the second part, that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedience 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 parties of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire and Baltimore Coal Company, and keep said boat in proper repair; and that the said party of the first part will not, during the continuance of this instrument of writing, assign, transfer or set over, or otherwise by any act or deed permit the said boat to be assigned, transferred, or set over unto any person or persons whomsoever, without the consent in writing of the said parties of the second part, or their authorized agent, all of which said stipulations the said party of the first part hereby covenants and agrees with the said parties of the second part and their assigns to fulfill and perform; provided always that if the said Company should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip, if such want of readiness to load the boat is caused by any default on the part of said Company or its agents; but in case of a glut of boats, or in case of such default either in loading or unloading, happens from any other cause than personal default of the said Company, or its agents, then all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention. And Whereas the said party of the first part is anxious to secure unto the said parties of the second part, and their assigns, the regular and due payment of each and every installment of said purchase money, and also to secure the said parties of the second part, and their assigns, the regular, prompt and due performance of the covenants aforesaid, and the said party of the first part is willing to execute these presents. Now, this Indenture Witnesseth, that the said party of the first part, for and in consideration of the premises, hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said parties of the second part, and their assigns the Canal Boat called "H. C. Hicks," to have and to hold the same unto the said parties of the second part, and their assigns, forever. Provided Nevertheless and it is hereby declared to be the true intent and meaning of these presents, that if the said party of the first part shall well and truly pay unto the said parties of the second part, or their assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said party of the first part shall well and truly do and perform all the covenants on his part to be done and performed, and

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 amount 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 said parties of the second part or their authorized agent, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a transfer without permission as aforementioned, 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 party of the first part, then and in either event, the said parties of the second part, or their assigns or any duly authorized agent, is hereby authorized to take immediate possession of said boat, and after ten days public notice thereof, in a newspaper printed in the City of Cumberland, to sell said Canal Boat at public sale, as mortgagee, to the highest bidder for cash or on credit; and out of the proceeds of such sale, pay first the expenses of such sale and advertisement, and then the balance due to said parties of the second part, or their assigns, of said purchase money and interest, and if there by any overplus to the said parties or their assigns, are to pay the same to the said party of the first part. In Witness whereof the said Charles W. Goss hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

C. W. Goss {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 3rd day of April 1873 before the subscriber, personally appeared C. W. Goss and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 19th day of April 1873, before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared James A. Millholland, President & Agent of the Consolidation Coal Company mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide, as herein set forth. In witness Whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 40, p 187, 4/29/1873.

At the request of the Consolidation Coal Co. this Mortgage was recorded April 29th 1873.

This Indenture made this 31st day of March eighteen hundred and seventy three between Frederick Weisemiller of Allegany County, State of Maryland, party of the first part, and the Consolidation Coal Company of Maryland, of Allegany County, State of Maryland, parties of the second part. Whereas the said parties of the second part have this day sold to the said party of the first part the Canal Boat called "A. B. Turner," at and for the sum of Twenty one hundred dollars, which the said party of the first part is to pay unto the said parties of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: the trippages of thirty five dollars each, for each and every trip made between Cumberland and Georgetown, Washington or Alexandria, and a proportionate rate for a shorter trip, with interest on purchase money until paid, less trippage as received, and Whereas it was part of said contract of purchase and sale between the said party of the first part and the said parties of the second part, that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedience 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 parties of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire and Baltimore Coal Company, and keep said boat in proper repair; and that the said party of the first part will not, during the continuance of this instrument of writing, assign, transfer or set over, or otherwise by any act or deed permit the said boat to be assigned, transferred, or set over unto any person or persons whomsoever, without the consent in writing of the said parties of the second part, or their authorized agent, all of which said stipulations the said party of the first part hereby covenants and agrees with the said parties of the second part and their assigns to fulfill and perform; provided always that if the said Company should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip, if such want of readiness to load the boat is caused by any default on the part of said Company or its agents; but in case of a glut of boats, or in case of such default either in loading or unloading, happens from any other cause than personal default of the said Company, or its agents, then all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention. And Whereas the said party of the first part is anxious to secure unto the said parties of the second part, and their assigns, the regular and due payment of each and every installment of said purchase money, and also to secure the said parties of the second part, and their assigns, the regular, prompt and due performance of the covenants aforesaid, and the said party of the first part is willing to execute these presents. Now, this Indenture Witnesseth, that the said party of the first part, for and in consideration of the premises, hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said parties of the second part, and their assigns the Canal Boat called "A. B. Turner," to have and to hold the same unto the said parties of the second part, and their assigns, forever. Provided Nevertheless and it is hereby declared to be the true intent and meaning of these presents, that if the said party of the first part shall well and truly pay unto the said parties of the second part, or their assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said party of the first part shall well and truly do and perform all the covenants on his part to be done and performed, and

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 amount 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 said parties of the second part or their authorized agent, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a transfer without permission as aforementioned, 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 party of the first part, then and in either event, the said parties of the second part, or their assigns or any duly authorized agent, is hereby authorized to take immediate possession of said boat, and after ten days public notice thereof, in a newspaper printed in the City of Cumberland, to sell said Canal Boat at public sale, as mortgagee, to the highest bidder for cash or on credit; and out of the proceeds of such sale, pay first the expenses of such sale and advertisement, and then the balance due to said parties of the second part, or their assigns, of said purchase money and interest, and if there be any overplus to the said parties or their assigns, are to pay the same to the said party of the first part. In Witness whereof the said Frederick Weisemiller hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

F. Nusemuller {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 31st day of March 1873 before the subscriber, personally appeared F. Nusemuller and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 19th day of April 1873, before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared James A. Millholland, President & Agent of the Consolidation Coal Company mortgagee in the foregoing mortgage, and made oath on the Holy Evangelical of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide, as herein set forth. In witness Whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 40, p 189, 4/29/1873.

At the request of the Consolidation Coal Co. this Mortgage was recorded April 29th 1873.

This Indenture made this 9th day of April eighteen hundred and seventy three between Francis Kirkpatrick of Allegany County, State of Maryland, party of the first part, and the Consolidation Coal Company of Maryland, of Allegany County, State of Maryland, parties of the second part. Whereas the said parties of the second part have this day sold to the said party of the first part the Canal Boat called "Dove," at and for the sum of Twenty one hundred dollars, which the said party of the first part is to pay unto the said parties of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: the trippages of thirty five dollars each, for each and every trip made between Cumberland and Georgetown, D.C. & Washington D.C., and Alexandria, Va. and a proportionate amount for a trip for a less distance, with interest on amount of purchase money, less trippage as paid, and Whereas it was part of said contract of purchase and sale between the said party of the first part and the said parties of the second part, that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedience 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 parties of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire and Baltimore Coal Company, and keep said boat in proper repair; and that the said party of the first part will not, during the continuance of this instrument of writing, assign, transfer or set over, or otherwise by any act or deed permit the said boat to be assigned, transferred, or set over unto any person or persons whomsoever, without the consent in writing of the said parties of the second part, or their authorized agent, all of which said stipulations the said party of the first part hereby covenants and agrees with the said parties of the second part and their assigns to fulfill and perform; provided always that if the said Company should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip, if such want of readiness to load the boat is caused by any default on the part of said Company or its agents; but in case of a glut of boats, or in case of such default either in loading or unloading, happens from any other cause than personal default of the said Company, or its agents, then all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention. And Whereas the said party of the first part is anxious to secure unto the said parties of the second part, and their assigns, the regular and due payment of each and every installment of said purchase money, and also to secure the said parties of the second part, and their assigns, the regular, prompt and due performance of the covenants aforesaid, and the said party of the first part is willing to execute these presents. Now, this Indenture Witnesseth, that the said party of the first part, for and in consideration of the premises, hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said parties of the second part, and their assigns the Canal Boat called "Dove," to have and to hold the same unto the said parties of the second part, and their assigns, forever. Provided Nevertheless and it is hereby declared to be the true intent and meaning of these presents, that if the said party of the first part shall well and truly pay unto the said parties of the second part, or their assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said party of the first part shall well and truly do and perform all the covenants on his part to be done and performed, and 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 amount 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 said parties of the second part or their authorized agent, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a transfer without permission as aforementioned, 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 party of the first part, then and in either event, the said parties of the second part, or their assigns or any duly authorized agent, is hereby authorized to take immediate possession of said boat, and after ten days public notice thereof, in a newspaper printed in the City of Cumberland, to sell said Canal Boat at public sale, as mortgagee, to the highest bidder for cash or on credit; and out of the proceeds of such sale, pay first the expenses of such sale and advertisement, and then the balance due to said parties of the second part, or their assigns, of said purchase money and interest, and if there be any overplus to the said parties or their assigns, are to pay the same to the said party of the first part. In Witness whereof the said Francis Kirkpatrick hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

Francis Kirkpatrick {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 9th day of April 1873 before the subscriber, personally appeared Francis Kirkpatrick and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 19th day of April 1873, before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared James A. Millholland, President & Agent of the Consolidation Coal Company mortgagee in the foregoing mortgage, and made oath on the Holy Evangelical of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide, as herein set forth. In witness Whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 40, p 191, 4/29/1873.

At the request of the Consolidation Coal Co. this Mortgage was recorded April 29th 1873.

This Indenture made this 8th day of April eighteen hundred and seventy three between Charles H. Twigg of Allegany County, State of Maryland, party of the first part, and the Consolidation Coal Company of Allegany County, State of Maryland, parties of the second part. Whereas the said parties of the second part have this day sold to the said party of the first part the Canal Boat called "Adam Norrie," at and for the sum of Twenty one hundred dollars, which the said party of the first part is to pay unto the said parties of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: the trippages of thirty five dollars each, for each and every trip made between Cumberland and Georgetown, or Washington D.C., or Alexandria, Va. and a proportionate rate for a less distance, with interest on amount of purchase money, less trippage as paid, and Whereas it was part of said contract of purchase and sale between the said party of the first part and the said parties of the second part, that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedience 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 parties of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire and Baltimore Coal Company, and keep said boat in proper repair; and that the said party of the first part will not, during the continuance of this instrument of writing, assign, transfer or set over, or otherwise by any act or deed permit the said boat to be assigned, transferred, or set over unto any person or persons whomsoever, without the consent in writing of the said parties of the second part, or their authorized agent, all of which said stipulations the said party of the first part hereby covenants and agrees with the said parties of the second part and their assigns to fulfill and perform; provided always that if the said Company should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip, if such want of readiness to load the boat is caused by any default on the part of said Company or its agents; but in case of a glut of boats, or in case of such default either in loading or unloading, happens from any other cause than personal default of the said Company, or its agents, then all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention. And Whereas the said party of the first part is anxious to secure unto the said parties of the second part, and their assigns, the regular and due payment of each and every installment of said purchase money, and also to secure the said parties of the second part, and their assigns, the regular, prompt and due performance of the covenants aforesaid, and the said party of the first part is willing to execute these presents. Now, this Indenture Witnesseth, that the said party of the first part, for and in consideration of the premises, hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said parties of the second part, and their assigns the Canal Boat called "Adam Norrie," to have and to hold the same unto the said parties of the second part, and their assigns, forever. Provided Nevertheless and it is hereby declared to be the true intent and meaning of these presents, that if the said party of the first part shall well and truly pay unto the said parties of the second part, or their assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said party of the first part shall well and truly do and perform all the covenants on his part to be done and performed, and

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 amount 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 said parties of the second part or their authorized agent, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a transfer without permission as aforementioned, 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 party of the first part, then and in either event, the said parties of the second part, or their assigns or any duly authorized agent, is hereby authorized to take immediate possession of said boat, and after ten days public notice thereof, in a newspaper printed in the City of Cumberland, to sell said Canal Boat at public sale, as mortgagee, to the highest bidder for cash or on credit; and out of the proceeds of such sale, pay first the expenses of such sale and advertisement, and then the balance due to said parties of the second part, or their assigns, of said purchase money and interest, and if there by any overplus to the said parties or their assigns, are to pay the same to the said party of the first part. In Witness whereof the said Charles H. Twigg hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

Charles H. Twigg {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 8th day of April 1873 before the subscriber, personally appeared Charles H. Twigg and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 19th day of April 1873, before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared James A. Millholland, President & Agent of the Consolidation Coal Company mortgagee in the foregoing mortgage, and made oath on the Holy Evangelical of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide, as herein set forth. In witness Whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 40, p 193, 4/29/1873.

At the request of the Consolidation Coal Co. this Mortgage was recorded April 29th 1873.

This Indenture made this third day of April eighteen hundred and seventy three between Charles Bowers of Allegany County, State of Maryland, party of the first part, and the Consolidation Coal Company of Md. of Allegany County, State of Maryland, parties of the second part. Whereas the said parties of the second part have this day sold to the said party of the first part the Canal Boat called "C. P. Manning," at and for the sum of Twenty one hundred dollars, which the said party of the first part is to pay unto the said parties of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: the trippages of thirty five dollars each, for each and every trip made between Cumberland and Georgetown, D.C. & Washington D.C., and Alexandria, Va. and a proportionate amount for a trip for a shorter distance, with interest on amount of purchase money, less trippage as paid, and Whereas it was part of said contract of purchase and sale between the said party of the first part and the said parties of the second part, that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedience 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 parties of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire and Baltimore Coal Company, and keep said boat in proper repair; and that the said party of the first part will not, during the continuance of this instrument of writing, assign, transfer or set over, or otherwise by any act or deed permit the said boat to be assigned, transferred, or set over unto any person or persons whomsoever, without the consent in writing of the said parties of the second part, or their authorized agent, all of which said stipulations the said party of the first part hereby covenants and agrees with the said parties of the second part and their assigns to fulfill and perform; provided always that if the said Company should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip, if such want of readiness to load the boat is caused by any default on the part of said Company or its agents; but in case of a glut of boats, or in case of such default either in loading or unloading, happens from any other cause than personal default of the said Company, or its agents, then all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention. And Whereas the said party of the first part is anxious to secure unto the said parties of the second part, and their assigns, the regular and due payment of each and every installment of said purchase money, and also to secure the said parties of the second part, and their assigns, the regular, prompt and due performance of the covenants aforesaid, and the said party of the first part is willing to execute these presents. Now, this Indenture Witnesseth, that the said party of the first part, for and in consideration of the premises, hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said parties of the second part, and their assigns the Canal Boat called "C. P. Manning," to have and to hold the same unto the said parties of the second part, and their assigns, forever. Provided Nevertheless and it is hereby declared to be the true intent and meaning of these presents, that if the said party of the first part shall well and truly pay unto the said parties of the second part, or their assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said party of the first part shall well and truly do and perform all the covenants on his part to be done and performed,

and 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 amount 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 said parties of the second part or their authorized agent, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a transfer without permission as aforementioned, 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 party of the first part, then and in either event, the said parties of the second part, or their assigns or any duly authorized agent, is hereby authorized to take immediate possession of said boat, and after ten days public notice thereof, in a newspaper printed in the City of Cumberland, to sell said Canal Boat at public sale, as mortgagee, to the highest bidder for cash or on credit; and out of the proceeds of such sale, pay first the expenses of such sale and advertisement, and then the balance due to said parties of the second part, or their assigns, of said purchase money and interest, and if there be any overplus to the said parties or their assigns, are to pay the same to the said party of the first part. In Witness whereof the said Charles Bowers hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

Charles Bowers {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 3rd day of April 1873 before the subscriber, personally appeared Charles Bowers and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 19th day of April 1873, before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared James A. Millholland, President & Agent of the Consolidation Coal Company mortgagee in the foregoing mortgage, and made oath on the Holy Evangelical of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide, as herein set forth. In witness Whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 50, p 211, 10/9/1877.

At the request of the Consolidation Coal Co. this Bill of Sale was recorded October 9th, 1899 @ 9:00 a.m.

I Isaac Wineburner, of Allegany County, in the State of Maryland, in consideration of the sum of two hundred and fifty dollars, now due to the Consolidation Coal Company, of Md., by me the said Isaac Wineburner. I the said Isaac Wineburner do hereby bargain and sell to the said The Consolidation Coal Company of Maryland the following property, to wit: four cows, three young head of cattle, three horses, ten head of hogs and shoats, five tons of hay, one two-horse wagon, two plows, one harrow, one lot oats (unthashed), one lot rye (unthashed), one lot buckwheat (unthashed), one lot corn (in shocks).

Witness my hand and seal this twenty ninth day of September in the year eighteen hundred and seventy seven.

Teste: John C. Weis

Isaac Wineburner {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty ninth day of September in the year eighteen hundred and seventy seven before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Isaac Wineburner and acknowledged the foregoing Bill of Sale to be his act, and at the same time, before me also appeared Ulrich Steineman, Agent of the Consolidation Coal Company and under oath on the Holy Evangely of Almighty God that the consideration in the said Bill of Sale is true and bona fide as therein set forth.

John C. Weis, J.P.

I hereby release the foregoing mortgage. Witness my hand and seal this 28th Nov. 1896.

Teste: Theo. Truman, Clerk

Robert H. Gordon {Seal}
Atty. for Con. Coal Co.

Allegany County Courthouse, Cumberland, MD, Deed Book 50, p 477, 1/29/1878.

At the request of the Consolidation Coal Co. this Mortgage was recorded January 29th, 1878, @ 9:00 a.m.

This Mortgage, made this sixteenth day of January in the year eighteen hundred and seventy eight, by and between Levi W. Brant, of the first part, and the Consolidation Coal Company, a Corporation duly incorporated by an act of the General Assembly of the State of Maryland, of the second part. Witnesseth, Whereas, the said party of the first part is indebted to the Consolidation Coal Company in the sum of six hundred and nine dollars and fifty seven cents, which the said Brant is anxious to secure to said Company. Now, Therefore, in consideration of the premises the said Levi W. Brant doth hereby grant, bargain and sell unto said Consolidation Coal Company the following personal property: one grand square piano, built by Demuth and Company; three two-wheeled coal carts; one large steel mixed colored horse; and one heavy black horse; all now in the possession of said Brant. Provided, however, that if the said Brant shall pay to the said Consolidation Coal Company the said sum of six hundred and nine dollars and fifty seven cents, with interest thereon, on or before the first day of January eighteen hundred and seventy nine, then these presents shall be void, and the said party of the first part hereby covenants, promises and agrees, that he will pay the aforesaid sum of money with interest thereon, at the time and in the manner above specified, and it is further understood and agreed that if said Brant shall fail to pay said sum with the interest thereon, in the manner and at the time specified, then the said party of the second part may sell the above described property upon giving twenty days notice of the time and place of such sale, for cash. Said notice to be published in some paper printed in the City of Cumberland.

In testimony whereof the said Levi Brant, hath hereto set his hand and affixed his seal, this seventeenth day of January 1878.

Witness: W. J. Walker

L. W. Brant {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty first day of January in the year of our Lord eighteen hundred and seventy eight, before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Levi Brant and acknowledged the foregoing mortgage to be his act and deed, and at the same time personally appeared James A. Milholland, Second Vice President of said Consolidation Coal Company, and Agent for said Company and made oath in due form of law that he is the Second Vice President and Agent of said Consolidation Coal Company the above named mortgagee, and that the consideration mentioned in said mortgage is true and bona fide, as therein set forth.

Andrew Gonder, J. P.

I hereby release the foregoing mortgage. Witness my hand and seal this 28th day of Mar. 1876.

Teste: Theo Truman, Clerk

Robert H. Gordon {Seal}
Atty. for Con. Coal Co.