

COMPILATION OF
WEYAND DOERNER & RICHARD BENDER
CANAL BOAT & OTHER MORTGAGES
1860- 1878
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. Most of the records found were for canal boat mortgages, presumably for new boats built in the Doerner & Bender Boat Yard.

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. 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.

Since the previous edition of this report, additional mortgages and deeds by Doerner and Bender have been found, transcribed and inserted into this compilation for future researchers looking to investigate either family history, where the families lived in Cumberland, where the boatyard was located in Cumberland, etc. This is a "place holder" for those deeds and mortgages to help the next person.

This revision corrects some administrative matters.

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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Doerner & Bender Canal Boat Mortgages 1860 - 1878, Allegany County, MD

Owner's/Buyer's Name	Book	Page	Date Recorded	Boat's Name	Purchase Cost
Weyand Doerner	19	225	10/19/1860	Tract of Land	\$400
G. Weber & W. Doerner	19	493	4/2/1861	P. Property	\$750
Richard Bender	20	731	6/4/1863	Tract of Land	
Richard Bender	21	251	10/28/1863	Tract of Land	\$350
Weyand Doerner	22	88	10/3/1864	Tract of Land	\$600
Weyand Doerner	22	92	10/6/1864	Tract of Land	\$300
Anna A. Doerner	22	309	2/6/1865	Tract of Land	\$850
John Reinhart	23	732	5/11/1866	Kate Cavanaugh	\$1,800
Bernard McQuade	24	381	5/11/1866	Star of Cumberland	\$1,600
John Ream & David Shoh	29	525	5/19/1869	Ida & Willy	\$1,475
R. Bender & G. Rossworm	31	18	12/20/1869	Tract of Land	\$3,700
James Moriarty	33	644	8/9/1871	B. S. Slack	\$1,800
Andrew J. Mills	34	527	11/1/1871	H. D. Taylor	\$1,800
Barney McQuade	35	379	11/1/1871	A. L. Miller	\$1,800
John W. Walker	37	100	10/8/1872	Knights of Pythias	\$2,100
John Bowers	38	92	4/20/1872	R. F. Shipley & Bush	\$1,800
Michael Quigley	38	94	4/1/1872	Robert B. Cropley	\$1,650
John Reinhardt	38	99	7/20/1872	Lucinda	\$1,600
Charles V. Hammond	43	445	12/5/1874	Horace Resley H. C. Winship J. V. Norman	\$125
James Moriarty	44	344	3/2/1875	Diligent	\$1,600
John V. L. McKaig	45	265	8/20/1875	Steamer "Alpha"	\$2,200
Richard Bender	47	218	6/8/1876	Parcel of land	\$1,134.01
Weyand Doerner	47	453	8/22/1876	Lots 16, 17, 18, 19 & 20	\$6,000
Doerner & Bender	47	454	8/22/1876	Lumber Yard	
Charles V. Hammond	48	86	12/12/1876	George S. Young William H. Lowe	\$153
Joseph M. Magruder	48	217	1/6/1877	"huckster" boat	\$337
Klipstine & Co.	48	637	7/10/1877	Saw Mill	\$1,200
Mary A. Bender	49	592	3/5/1878	Personal Property	\$437
William M. Price	49	631	3/5/1878	Boat Yard	
Sarah Coffman	50	257	10/8/1877	R. F. Shipley & Bush	\$900
Margaret Gessner	50	434	2/13/1878	Boat Yard	\$800
George Doerner	50	455	1/25/1878	3 Tracts of Land	\$3,350
Emma Reinhart	50	483	3/5/1878	Household furnishings	\$500
Henry S. Wagner	50	554	2/23/1878	Henry G. Wagner	\$1,700
Samuel T. Brown & William Cunningham	52	81	7/9/1878	F. L. Moore	\$1,700
Mary Ann Wilson	66	652	8/5/1889	Tract of Land	

Allegany County Courthouse, Cumberland, MD, Deed Book 19, p 225, 10/19/1860.

At the request of Felix Bareis this mortgage was recorded Oct. 19th 1860.

This mortgage made this first day of October in the year 1860 by me Weyand Doerner of Allegany County in the State of Maryland. Witnesseth that in consideration of the sum of four hundred dollars now due from me the said Weyand Doerner to Felix Bareis of the City of Cumberland in the said State I the said Weyand Doerner do grant unto the said Felix Bareis all that lot and parcel of ground with the house thereon said lot fronting one hundred feet on Cumberland Street extended and running in depth on Allegany Street one hundred and sixty feet to an alley, sixteen feet wide which said lot I the said Weyand Doerner purchased from James M. Schley, Trustee of Mary Lynn and others on the fourth day of October 1858. Provided that if I the said Weyand Doerner shall pay on or before the first day of October eighteen hundred and sixty-three to the said Felix Bareis the sum of four hundred dollars with the interest thereon to be paid annually from the date hereof then this mortgage shall be void. Witness my hand and seal.

Test: Henry M. Keon

Weyand Doerner {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 7th day of October in the year eighteen hundred and sixty, before me the subscriber a Justice of the Peace of the State in and for the County aforesaid, personally appeared Weyand Doerner and acknowledged the foregoing mortgage to be his act. And at the same time before me also appeared Felix Bareis and made oath on the Holy Evangely of Almighty God that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth.

{The interlineation made before signing, H. M. Keon}

Henry M. Keon, J.P.

I hereby release the above mortgage. Witness my hand and seal this 25th day of March 1864.

Witness: H. Kesley

Felix Bareis {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 19, p 493, 4/2/1861.

At the request of George Weber and Weyand Doerner this mortgage was recorded 2nd day of April 1861.

I John Andrew Reinhard of Cumberland, Allegany County, Maryland in consideration of seven hundred and fifty dollars, paid my by George Weber and Weyand Doerner of Cumberland do hereby bargain and sell to the said George Weber and Weyand Doerner, the following property: 1 Mahogany bureau with mirror; 1 Mahogany sideboard; 1 Mahogany serving stand; 7 cushion spring chairs; 5 rocking chairs; 15 pictures with gold frames; 14 pictures with ordinary frames; 2 little stands; 7 looking glasses; a common bureau; 32 chairs; 2 wardrobes; 4 clocks; 3 book cases; 327 volumes of books; 4 egg stoves; 12 bedsteads; 7 feather beds; and five with mattresses with all that belongs to a full bed; 27 pillows; 4 clocks; one cooking stove with all the cooking utensils; 3 copper kettles; 4 wash tubs; 3 writing desks; 12 cane bottom chairs; 52 yards of rag carpeting; 47 yards of engrain carpeting; 29 yards of matting; 2 coal oil lamps; 5 lard oil lamps; 8 other oil lamps; 8 wash stands with appurtenances; 4 pitchers; 6 waters; 3 doz. tumblers; 2 doz. wine glasses; 2 full sets of dishes; 1½ doz. plates, ½ doz. knives; 1½ doz. tea and 1½ doz. other spoons; 1½ doz. forks, 6 table clothes, 2 letter stands; 6 large and 4 small tables; 2 violins and 1 guitar; 4 pigs; a bar with all the necessary appurtenances; 2 water coolers; a gun; 2 refrigerators; 15 yards of oilcloth; 10 yards of stair carpeting; 20 stair rods; 10 5-gal kegs; 7 10-gal. kegs; 5 20-gal. kegs; 1 barrel of vinegar; 1 barrel of cider; 150 bottles; 10 gal. of gingam wine; 1 barrel of old rye; ½ barrel of ____ ; 10 gal. of gin; 10 gal. of port wine; 10 gal. of Madeira wine; 10 gal. of sweet wine; 5 gal. Arac; 5 gal. Ginger brandy; 5 gal. Cherry brandy; 5 gal. Blackberry brandy; a self rocking cradle; a wheel barrow; a 2-horse sleigh; a bay horse; a gray horse; a black mule; 2 dun mules; 3 full sets of harness; a saddle & bridle; and a full set of boat rigging with all the necessary lines. Witness my hand and seal this first day of April one thousand eight hundred and sixty-one.

Teste: O. H. W. Stull, J.P.

John Andrew Reinhard {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this first day of April in the year one thousand eight hundred and sixty one before me the subscriber a Justice of the Peace of said State in and for Allegany County, personally appeared John Andrew Reinhard and acknowledged the foregoing Bill of Sale to be his act and at the same time, before me, also appeared George Weber and Weyand Doerner and made oath in due form of law, that the consideration in the said Bill of Sale is true and bona fide as therein set forth.

O. H. W. Stull, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 20, p 731, 6/4/1863.

At the request of Richard Bender this Deed of Lease was recorded June 4th 1863.

This Indenture made on this fourteenth day of April in the year one thousand eight hundred and sixty-three between Peter Hine of Allegany County in the State of Maryland of the one part, and Richard Bender of the same County and State of the other part. Witnesseth; that for and in consideration of the sum of one, and of the payment of the rent and performance of the covenants hereinafter mentioned of the part of the said Richard Bender, the said Peter Hine hath granted and farm letten unto the said Richard Bender all that part of lot, piece or parcel of ground situate on the west side of Wills Creek & on the south side of Green Street in the City of Cumberland in Allegany County and State of Maryland, known and distinguished on the plat of said City as part of lot number eight. Beginning for the said part of the original beginning of the whole lot number eight, and running with the first line thereof North eighty three and one half degrees West thirty feet; then running across the whole lot and parallel with Smallwood Street, South six and one half degrees West one hundred and forty feet to an alley and with it South eighty three and one half degrees East thirty feet to the given line of the whole lot, then by a straight line to the beginning, together with the said Street and all the advantages to the said lot or piece of ground belonging or in any wise appertaining. To have and to hold the said part of lot, piece or parcel of ground and premises with the appurtenances unto the said Richard Bender and assigns from the first day of April in the year one thousand eight hundred and sixty three, for and during, and until the full end and time of eighty years from thence next ensuing fully to be complete and ended, yielding and paying therefore yearly and every year during the said term to the said Peter Hine or his assigns the yearly rent of eighteen dollars current money in two semiannual payments of nine dollars each, on the first day of October and the first day of April in each year during said term, clear of all deductions, taxes, assessments, rates and all other public dues of every kind or nature whatsoever civil or military which may hereafter be laid, levied, taxed or impressed on the said part of a lot, piece or parcel of ground and premises, or any part thereof; provided always and on this condition, that if the said yearly rent without any deductions or discounts of any kind as aforesaid shall happen to be in arrear and unpaid; in all or in part for the space of thirty days next after any of the days of payment thereof before mentioned that then it shall and may be lawful to and for the said Peter Hine, or his assigns, to re-enter the said herein named and described piece or parcel of ground and premises or any part thereof in the name of the whole and to have again and repossess and enjoy the same in his former estate, and the said Richard Bender, or assigns, and all other occupiers and possessors of the said premises or any part thereof, there out and from thence utterly to expel, at the cost and charges incurred by the said Peter Hine, or his assigns, by reason of the non-payment of the said rent, or may make distress for the same at the option of the said Peter Hine, or his assigns.

And the said Richard Bender, or his assigns, doth hereby covenant with the said Peter Hine or his assigns, that he the said Richard Bender or his assigns, will at all times during the term of this present devise, bear, pay & discharge at all times hereafter, all the taxes, assessments, rates and all other public dues, of every kind whatsoever. And also to pay to the said Peter Hines the said rent in manner herein mentioned and to do and perform all and every covenant named and expressed in an Indenture made by Michael Weisel to said Peter Hine bearing date on the first day of April in the year one thousand eight hundred and forty five. And the said Peter Hines covenants that the said Richard Bender or his assigns shall and may peaceably hold and possess the said aforementioned part of a lot or piece of ground and premises for & during the said term of eighty years without any let or hindrance;

on the payment of the said rent and dues, without defalcation by the said Richard Bender or his assigns. And the said Peter Hine further covenants that at any time hereinafter during the continuance of this present devise that he will make or cause to be made and execute a deed in fee simple to the said Richard Bender or his assigns if the said Bender or his assigns shall during the said demised time pay to the said Peter Hine or his assigns the sum of three hundred dollars current money as purchase money for the said part of a lot of ground, and premises hereby devised, at the cost of the said Richard Bender or his assigns. And there from this indenture and everything herein contained shall cease and [be] utterly null and void. Witness our hands and seals.

Test: Andrew Gonder

Peter Hine {Seal}

Richard Bender {Seal}

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 14th day of April in the year of our Lord 1863, personally appeared before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, Peter Hine and acknowledged the foregoing indenture to be his act. In testimony whereof I have subscribed my name.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 21, p 251, 10/28/1863.

At the request of Richard Bender, the following deed was recorded October 28, 1863.

This Deed made this eighteenth day of September in the year eighteen hundred and sixty-three, by me James M. Schley, Trustee, by virtue of a deed of trust of Mary Lynn and others, recorded in the Land Records of Allegany County, State of Maryland. Witnesseth, that in consideration of three hundred and fifty dollars, I the said James M. Schley, Trustee, do grant unto Richard Bender, all that piece or parcel of land, it being a part of a tract of land called "The Brothers," which is contained within the following metes and bounds, courses and distances, to wit: Beginning for the same at a stake standing on the north side of the "Old Turnpike Road," and on the east side of an alley, which is the first alley west of Allegany Street in the City of Cumberland, and running thence with said alley, North eight and one quarter degrees east one hundred and forty six feet to an alley; and with it South seventy eight and one half degrees East ninety eight feet to J. Chilliry's lot and with it South eight and one quarter degrees West one hundred and forty eight feet to the said "Old Turnpike Road" and with it by a straight line to the beginning.

Witness my hand and seal.

Witness: Andrew Gonder

James M. Schley {Seal}
Trustee

State of Maryland, Allegany County, to wit: I hereby certify that on this eighteenth day of September in the year eighteen hundred and sixty-three, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared James M. Schley, Trustee, and acknowledged the foregoing deed to be his act.

Andrew Gonder, J.P.

Alleghany County Courthouse, Cumberland, MD, Deed Book 22, p 88, 10/3/1864.

At the request of Weyand Doerner this Deed was recorded Oct. 3rd 1864.

This Deed, made this twenty eighth day of September in the year eighteen hundred and sixty-four, between the President and directors of the Cumberland Bank of Alleghany, incorporated by the State of Maryland, of the one part, and Weyand Doerner of the other part. Witnesseth, that in consideration of six hundred dollars, the said President and directors of the Cumberland Bank of Alleghany do grant unto the said Weyand Doerner in fee simple, all that lot, piece or parcel of ground, lying and being on the North side of Washington Street, on the West side of Wills Creek in the City of Cumberland, in Alleghany County and State of Maryland, which is known and distinguished on the plat of the town of Cumberland as lot number ninety one (No. 91), and this Deed further witnesseth that the said President and Directors of the Cumberland Bank of Alleghany have constituted and appointed and do hereby constitute and appoint Robert Shriver of Alleghany County and State of Maryland their attorney with full power to appear for them and in their name and as their act and deed to acknowledge this deed before any Court, Judge, Justice or any person or persons having lawful authority by the laws of the said State of Maryland, to take the said acknowledgement in order that the said deed may be recorded according to law. Witness the corporate seal of the said President and Directors of the Cumberland Bank of Alleghany and the signatures of the said President attested by their cashier.

Attest
E. T. Shriver, Cashier
J. B. Widener

{Bank Seal}

Joseph Shriver
President

State of Maryland, Alleghany County, to wit: I hereby certify that on this 28th day of September in the year eighteen hundred and sixty four, before the subscriber a Justice of the Peace of the State of Maryland in and for Alleghany County, personally appeared Robert Shriver, who is known to me to be the person named in the power of attorney contained in the foregoing deed and acknowledged the said deed for and in the name of, and as the act and deed of the above and therein named President and Directors of the Cumberland Bank of Alleghany, in order that the same may be recorded according to law.

J. B. Widener, J.P.

Transcribers Note: In this deed, the spelling was corrected to Alleghany whenever the Bank was mentioned.

Allegany County Courthouse, Cumberland, MD, Deed Book 22, p 92, 10/6/1864.

At the request of Weyand Doerner this Deed was recorded Oct. 6th 1864.

This Deed, made this twentieth day of July, in the year eighteen hundred and sixty-four, by me James M. Schley, Trustee, by virtue of a Deed of Trust made by Mary Lynn and others, and recorded in Liber H. B. folio six hundred and sixty-four, one of the Land Records of Allegany County.

Witnesseth, that in consideration of three hundred dollars, I the said James M. Schley, Trustee, as aforesaid, do grant unto Weyand Doerner, all that lot or parcel of ground it being a part of the "Rose Hill Estate," and is bounded and described as follows, beginning for the same at a post standing on the South side of Cumberland Street extended, and at the end of one hundred feet from the Western line of Allegany Street in the City of Cumberland, which is also at the North West corner of the lot on which said Doerner now resides, and running thence with said Cumberland Street as extended, North eighty one degrees (81°) West one hundred feet (100'); then parallel with said Allegany Street, South nine degrees (9°) West one hundred and sixty feet (160') to an alley and with it, South eighty one degrees (81°) East one hundred feet (100') to the said lot now occupied by the said Doerner, and with it by a straight line to the beginning. Witness my hand and seal.

Test: Andrew Gonder

James M. Schley {Seal}
Trustee

State of Maryland, Allegany County, to wit: I hereby certify that on this twentieth day of June in the year eighteen hundred and sixty four, before the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared James M. Schley, Trustee, as aforesaid, and acknowledged the foregoing deed to be his act.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 22, p 309, 2/6/1865.

At the request of Anna A. Doerner this Deed was recorded February 6th 1865.

This Deed, made this ninth day of December in the year eighteen hundred and sixty-four between Thomas J. McKaig of Allegany County and State of Maryland of the one part and Anna A. Doerner wife of Weyand Doerner of the County and State aforesaid of the other part. Whereas a certain Bene S. Pigman, late of Allegany County, deceased, did in his lifetime, to wit: on the 18th day of June in the year eighteen hundred and forty five by his deed of trust of that date convey and transfer all his real estate in said Allegany County and State of Maryland unto Hanson B. Pigman and Nathaniel Pigman, Trustees therein named in trust with power and authority to sell and convey said real estate to purchasers for the purpose of paying the debts of the said Bene S. Pigman as by reference to said deed of trust recorded amongst the Land Records of said County will more fully and at large appear.

And whereas also afterwards the said Hanson B. Pigman and Nathaniel Pigman filed their petition in said Allegany County Court sitting as a Court of Equity praying said Court to relieve and discharge them from the duties of completing said trust and to appoint another trustee in their stead and thereupon the said Court appointed by decree of said Court dated the 29th day of May 1849 the said Thomas J. McKaig, released and discharge the said Hanson B. Pigman and Nathaniel Pigman from said trust and authorized and empowered the said Thomas J. McKaig to fulfill and complete the said trust as vested in the said Hanson B. Pigman and Nathaniel Pigman, all of which will more fully and at large appear by reference to said petition, decree and other papers filed in No. 673 on the Chancery docket of said Court.

And whereas the said Thomas J. McKaig, Trustee as aforesaid by virtue of said decrees did on the first day of June 1864 sell unto the said Anna A. Doerner all those lots in the City of Cumberland lying on the West side of Wills Creek and fronting on Washington Street, known as and distinguished on the plot of said City as lots numbered eighty eight "88." eighty nine "89" and ninety "90" according to the courses and distances as laid down on the said plot and book of courses at and for the sum of eight hundred and fifty dollars current money. And whereas the said Anna A. Doerner has fully paid the said purchase money to the said trustee, he is authorized by said decree to execute these presents. And therefore this deed Witnesseth that in consideration of the premises I the sad Thomas J. McKaig as trustee as aforesaid do grant unto the said Anna A. Doerner her heirs and assigns forever all the right and title of all the parties to the aforesaid deed of trust, petition and decree in and to the aforesaid lots numbered on said plot as lots eighty eight, eighty nine and ninety as before described.

Witness my hand and seal
Test: Andrew Gonder

Thomas J. McKaig, Trustee {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this ninth day of December in the year eighteen hundred and sixty-four before the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared Thomas J. McKaig and acknowledged the foregoing deed to be his act.

Acknowledged before and certified by:

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 23, p 732, 5/11/1866.

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

This Indenture made this 9th day of May in the year of our Lord 1866 between Weyand Doerner of Allegany County, in the State of Maryland, of the first part, and John Reinhart of Allegany County, in the State of Maryland, of the second part. Witnesseth: Whereas the said Weyand Doerner has this day sold to the said John Reinhart the Canal Boat called "Kate Cavanaugh," at for the sum of eighteen hundred dollars, which the said John Reinhart is to pay unto the said Weyand Doerner and his assigns, in installments of fifty dollars each for all the trips made by said boat from Cumberland to Georgetown, Alexandria or Washington City, until the entire purchase money is paid with interest from date, crediting the respective payments thereon as of the time when such payments shall be made. And Whereas it was a part of said contract of purchase and sale, that the said John Reinhart 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 Doerner or his assigns shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Allegany Mining Company and such other companies as are now shipping coal from Cumberland, on the Chesapeake and Ohio Canal to Georgetown, Alexandria and Washington City; and keep said boat in proper repair, all of which said stipulations the said John Reinhart hereby covenants and agrees with the said Weyand Doerner and his assigns to fulfill and perform. And Whereas the said John Reinhart is anxious to secure unto the said Weyand Doerner and his assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said Weyand Doerner and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said John Reinhart is willing to execute these presents.

Now, this Indenture Witnesseth, that the said John Reinhart, for and in consideration of the premises, hath granted, bargained and sold unto the said Weyand Doerner the Canal Boat called "Kate Cavanaugh," to have and to hold the same, forever. Provided Nevertheless, that if the said John Reinhart shall well and truly pay the said Weyand Doerner, or his assigns, the aforesaid installments of purchase money, with interest, upon each and every trip as aforesaid until the whole shall be fully paid; and shall well and truly do and perform all the covenants on his part to be done and performed, and 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 Reinhart to make regular payments on account of said purchase money, as herein provided, or in case of a failure to perform any covenants named in this Mortgage, then and in either event, the said Weyand Doerner, or his assigns, is hereby authorized to take immediate possession of said boat, and after ten days notice thereof in a public newspaper printed in Cumberland City, to sell said Canal Boat at public sale, as mortgagee, to the highest bidder for cash or credit; and out of the proceeds of such sale, pay first the expenses of such sale and publication, and the balance due to said Weyand Doerner, or his assigns, and if there by an overplus, the said Doerner, or his assigns, are to pay the same to the said John Reinhart or his assigns. In Witness whereof the said John Reinhart hath subscribed his name and affixed his seal.

Teste: Andrew Gonder

John Reinhart {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 9th day of May in the year of our Lord 1866 before me the subscriber a Justice of the Peace, of the State of Maryland, in and for Allegany County, appeared John Reinhart and acknowledged the foregoing instrument to be his act.
Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 9th day of May 1866, before me the subscriber a Justice of the Peace in and for Allegany County, personally appeared Weyand Doerner the mortgagee in the foregoing mortgage and made oath on the Holy Evangely of Almighty God, that the considerations set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

I hereby release the within mortgage. Witness my hand and seal this Thirteenth day of November 1869.

Weyand Doerner {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 24, p 381, 5/11/1866.

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

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

Teste: Andrew Gonder

his
Bernard X McQuade {Seal}
mark

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

Andrew Gonder, J.P.

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

Andrew Gonder, J.P.

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

Weyand Doerner

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

Witness: W. L. Archer

W. Doerner {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 29, p 525, 5/19/1869.

At the request of Weyand Doerner this Mortgage was recorded May 19th, 1869.

This Mortgage made this 5th day of June in the year eighteen hundred and sixty-nine by John Ream and David Shoh of Berkley County, in the State of West Virginia. Witnesseth, Whereas the said John Ream and David Shoh are indebted to the said Weyand Doerner and Richard Bender (partners trading under the name and style of Doerner & Bender of Allegany County, in the State of Maryland) in the sum of fourteen hundred and seventy five dollars of purchase money for the property hereinafter mentioned, which balance they are to pay to the said Weyand Doerner and Richard Bender, partners trading as aforesaid, in installments of one hundred dollars each, monthly during the present and next ensuing boating season, upon the Chesapeake and Ohio Canal, until the whole of said balance of purchase money, with interest from the date of the present, shall be paid, and witness a view to secure the payment of each installment regularly, the said John Ream and David Shoh do execute these presents. Now, therefore in consideration of the premises, the said John Ream and David Shoh do hereby bargain and sell to the said Weyand Doerner and Richard Bender, partners trading as aforesaid, the Canal Boat called "Ida & Willy." Provided, that if the said John Ream and David Shoh shall pay to the said Weyand Doerner [and Richard Bender], partners trading as aforesaid, the said installments of one hundred dollars each as aforesaid, with interest from the date hereof, until the whole of said balance of purchase money shall be then this Mortgage shall be void. And the said John Ream and David Shoh covenants to and with the said Weyand Doerner and Richard Bender, partners trading as aforesaid, that they will pay the said installments of one hundred dollars each with interest from the date of this present monthly during the present and next ensuing boating season on said Canal until the whole of said balance of purchase money is paid as aforesaid. Provided that if default should be made in the payment of the money aforesaid or the balance thereon at the times and in the manner aforesaid then it shall be lawful for the said Weyand Doerner and Richard Bender, partners trading as aforesaid, to sell the said Canal Boat in the City of Cumberland at public auction after giving ten days notice by handbills set up at the most public places in said City at least ten days prior to the day of sale giving notice of the time, place, manner and terms thereof and apply the proceeds of such sale, to the payment in the first place of the expenses attending such sale and then to the payment of the Mortgage debt and the surplus if any to pay to the said John Ream and David Shoh. In Witness our hands and seals.

Teste: A. Blingrich
Joseph Landis

John Ream {Seal}
David Shoh {Seal}

State of West Virginia, Berkley County, to wit: I hereby certify that on this 5th day of June in the year Eighteen hundred and sixty-nine before the subscriber, a Notary Public of the State of West Virginia in and for said County, personally appeared John Ream and David Shoh and did each acknowledged the foregoing mortgage to be their respective act. In testimony whereof I have subscribed my name and affixed my notary seal on the day and year aforesaid.

W. M. Case, Notary Public

State of Maryland, Allegany County, to wit: On this 19th day of May 1869 before the subscriber a Justice of the Peace of the State of Maryland, in and for said County, personally appeared Weyand Doerner and Richard Bender, partners trading under the name and style of Doerner & Bender, and made oath in due form of law, that the consideration in foregoing mortgage is true and bona fide as herein set forth.

J. B. Hedener, J.P.

Allegheny County Courthouse, Cumberland, MD, Deed Book 31, p 18, 12/20/1869.

At the request of Richard Bender and George Rossworm this Deed was recorded Dec. 20th 1869.

This Deed, made this twenty sixth day of November in the year of our Lord one thousand eight hundred and sixty-nine, by Michael Gessner and Ellen Gessner his wife, and Margaret Gessner, widow of William Gessner of Cumberland, Allegheny County in the State of Maryland.

Witnesseth; That in consideration of the sum of three thousand and seventy dollars, current money, the said Michael Gessner and Ellen Gessner, his wife, do grant in fee simple, unto Richard Bender and George Rossworm, of the City, County and State aforesaid, all that lot, piece or parcel of land lying and being on the West side of Wills Creek, in the City of Cumberland in the County and State aforesaid, at the corner of Paca Street and Spruce Alley in said City and known and designated as Lot Number Forty Five (No. 45) with all the improvements thereon. Which said lot or parcel of ground was heretofore conveyed to the said Michael Gessner by Jacob Brown, Trustee, by deed dated the fourteenth day of march in the year 1867, and recorded in Liber H. R. No. 26, folio 494, &c., one of the Land Records of Allegheny County aforesaid. And the said Margaret Gessner, widow as aforesaid, joins in the execution of this deed, for the purpose of conveying to said Richard Bender and George Rossworm the said Lot Number Forty Five, free, clear and discharged of and from all right, title, interest and estate, dower and right of dower of her the said Margaret Gessner of, in and to the same.

Witness our hands and seals.

Test: J. B. Widener

M. Gessner {Seal}

Ellen Gessner {Seal}

In German Margaret Gessner {Seal}

State of Maryland, Allegheny County, to wit: I hereby certify that on this twenty eighth day of November in the year eighteen hundred and sixty nine before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegheny County, personally appeared Michael Gessner and Ellen Gessner, his wife, and Margaret Gessner, widow of William Gessner, and acknowledged the foregoing deed to be their respective act and deed.

J. B. Widener, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 33, p 644, 8/9/1871.

At the request of Weyand Doerner & Richard Bender this Deed was recorded August 9th, 1871.

This Mortgage made this 22nd day of July in the year eighteen hundred and seventy-one for James Moriarty of Allegany County, in the State of Maryland. Witnesseth, Whereas Weyand Doerner and Richard Bender, partners trading under the name and style of Doerner & Bender, of said County and State, have this day sold to the said James Moriarty the Canal Boat called "B. S. Slack," at and for the sum of Eighteen hundred dollars, which sum is to be paid in installments of thirty five dollars each for every trip made by the said Canal Boat from Cumberland to Georgetown, Washington City or Alexandria until the whole amount of the purchase money with interest is paid. And Whereas, with a view to secure the payments of the said installments regularly according to the events hereinafter insured the said James Moriarty does execute these presents. Now therefore in consideration of the premises, the said James Moriarty doth hereby bargain and sell to the said Weyand Doerner and Richard Bender, partners trading as aforesaid, the said Canal Boat called "B. S. Slack." Provided, that if the said James Moriarty shall pay to the said Weyand Doerner and Richard Bender, partners trading as aforesaid, the said installments of thirty five dollars each as aforesaid, with interest from the date of these presents, until the whole of said purchase money is fully paid according to the covenants of the said James Moriarty, hereinafter set forth, then these presents shall be void; and the said James Moriarty covenants to and with the said Weyand Doerner and Richard Bender, partners trading as aforesaid, that he will run thee said boat day and night in trips from Cumberland to Georgetown, Washington City or Alexandria without intermission or lying by, except when prevented from getting loading at Cumberland by strikes of the Miners offhand or from unavoidable obstructions upon the Canal, and the said James Moriarty further covenants to and with the said Weyand Doerner and Richard Bender, partners trading as aforesaid, to freight or carry coal at current rate and the usages and that he will pay the aforesaid installments of thirty five dollars each with interest from the date of these presents until the whole of said purchase money is paid, after each and every trip is made and, for every trip the covenants shall be made. Provided that if default ever be made by the said James Moriarty in any of the conditions of this mortgage, it shall be lawful for the said Weyand Doerner and Richard Bender, partners trading as aforesaid, to sell the said Canal Boat called "B. S. Slack" in the City of Cumberland at public auction, for cash or upon credit after giving at least ten days public notice by hand bills put up in said City - at least ten days prior to the day of the sale, giving notice of the time, place, manner and terms thereof and apply the proceeds of such sale to the payment, in the first place of the expenses that may be incurred in making such sale, and then to the payment of the Mortgage debt, and the surplus, if any, to pay to the said James Moriarty, his executors, administrators or assigns. Witness my hand and affixed seal.

Teste: Andrew Gonder

James Moriarty {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 9th day of August in the year eighteen hundred and seventy-one, before the subscriber, a Justice of the Peace of the State of Maryland in and for said County, appeared James Moriarty and acknowledged the foregoing Mortgage to be his act. And at the same time before me also personally appeared Weyand Doerner, one of the mortgagees in said Mortgage named, and made oath in due form of law that the consideration in said Mortgage is true and bona fide as therein set forth.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 34, p 527, 11/1/1871.

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

This Indenture made this 28th day of October in the year of our Lord 1871 between Andrew J. Mills of Allegany County, in the State of Maryland, of the first part, and Weyand Doerner and Richard Bender, partners doing business under the form of Doerner & Bender of Allegany County, in the State of Maryland, of the second part. Witnesseth, Whereas the said Doerner and Bender, have this day sold to the said Andrew J. Mills the Canal Boat called "H. D. Taylor," at and for the sum of Eighteen hundred dollars, which the said Andrew J. Mills is to pay unto the said Doerner and Bender and their assigns, in installments of thirty five dollars each, for all the trips made by the said boat from Cumberland to Georgetown, Alexandria or Washington City, night and day, 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 Andrew J. Mills shall use said boat in freighting coal from Cumberland to the points aforesaid, in regular trips with as much expedition and regularity as can be reasonably done, and to freight the same 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 Andrew J. Mills hereby covenant and agree with the said Doerner & Bender and their assigns to fulfill and perform. And Whereas, the said Andrew J. Mills is anxious to secure unto the said Doerner & Bender and their assigns , the regular and due payment of each and every installment of said purchase money, and also to secure to the to the said Doerner & Bender and their assigns, the regular and prompt and due performance of the covenants aforesaid, the said Andrew J. Mills is willing to execute these presents. Now this Indenture Witnesseth that the said Andrew J, Mills for and in consideration of the premises, hath granted, bargained and sold unto the said Doerner & Bender the Canal Boat called "H. D. Taylor" to have and to hold the same, forever. Nevertheless, that if the said Andrew J. Mills shall well and truly pay unto the said Doerner & Bender, or their assigns, the aforesaid installments of purchase money with interest, after each and every trip as aforesaid, until the whole sum is 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 Andrew J. Mills 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 case, the said Doerner & Bender 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 Cumberland City to sell said 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 publication, and the balance due to the said Doerner & Bender or their assigns, and there be any surplus, the said Doerner & Bender or their assigns are to pay the same to the said Andrew J. Mills, or his assigns. Witness whereof the said Andrew J. Mills hath subscribed his name and affixed his seal.

Teste: Andrew Gonder

A. J. Mills {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 28th day of October in the year of our Lord 1871, before me the subscriber, a Justice of the Peace of the State of Maryland in

and for Allegany County, appeared Andrew J. Mills & acknowledged the foregoing Mortgage to be his act.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 28th day of October 1871, before me the subscriber a Justice of the Peace in and for Allegany County, personally appeared Richard bender, one of the firm of Doerner & Bender, 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 35, p 379, 11/1/1871.

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

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

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

Teste: Andrew Gonder

Bernard McQuade {Seal}

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

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

Andrew Gonder, J.P.

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

In witness whereof, I hereunto subscribe my name and affix my seal on the day and year above said.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 37, p 100, 10/8/1872.

At the request of Doerner & Bender this Mortgage was recorded Oct. 8th 1872.

I John W. Walker of Washington City being now indebted to the firm of Doerner and Bender of Allegany County, and State of Maryland in the sum of Two thousand one hundred dollars, in consideration thereof, I do hereby bargain and sell to the W. Doerner and Richard Bender the following property, to wit: The boat named "The Knights of Pythias." Provided that if I the said John W. Walker shall pay to the said Doerner and Bender the sum of forty dollars for each and every trip said boat runs in the Consolidation line to Alexandria and other ports, until the full and just sum of twenty one hundred dollars with interest thereon from the date hereof is paid in full, then this mortgage shall be void. Witness my hand and seal this 24th day of September 1872.

Teste: H. J. Flanagan

J. W. Walker {Seal}

State of Maryland, Allegany County, to wit: On this 24th day of September in the year 1872, before the subscriber a Justice of the Peace in and for Allegany County and State of Maryland, personally appeared J. W. Walker and acknowledged the foregoing deed to be his act. And at the same time also appeared W. Doerner and made oath in due form of law that the consideration is true and bona fide as therein set forth.

H. J. Flanagan, J.P.

We assign the within mortgage to William L. Reid. Witness our hands and seals this 30th day of Sept. 1872.

Attest: August Right

Weyand Doerner {Seal}

Richard Bender {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 38, p 92, 4/20/1872.

At the request of Doerner & Bender this Mortgage was recorded April 20th, 1872.

This Indenture made this 3rd day of April in the year of our Lord 1872 between Weyand Doerner & Richard Bender of Allegany County, in the State of Maryland, of the second part. Witnesseth, Whereas the said Doerner & Bender have this day sold to the said John Bowers the canal boat called "R. F. Shipley & Bush," at and for the sum of eighteen hundred dollars, which the said John Bowers is to pay unto the said Doerner & Bender and their assigns, in installments of thirty five dollars each, for all the trips made by the said 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 Bowers 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 Doerner & Bender 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 & Washington City; and to keep said boat in proper repair; all of which said stipulations the said John Bowers hereby covenants and agrees with the said Doerner & Bender and their assigns, to fulfill and perform. And Whereas the said John Bowers is anxious to secure unto the said Doerner & Bender and their assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said Doerner & Bender and their assigns, the regular, prompt and due performance of the covenants aforesaid, the said John Bowers is willing to execute these presents.

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

Teste: Andrew Gonder

his
John X Bowers {Seal}
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this 3rd day of April in the year of our Lord 1873, before me the subscriber, a Justice of the Peace of the State of Maryland in and for

Allegany County, personally appeared John Bowers and acknowledged the foregoing Mortgage to be his act.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 3rd day of April 1873 before me the subscriber a Justice of the Peace in and for Allegany County, personally appeared Richard Bender, one of the mortgagees in the aforesaid mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof, I hereunto subscribe my name and affix my seal on the day and year above said.

Andrew Gonder, J.P.

Apparently John Bowers made his installments payments on the purchase money until May of 1877 at which time Doerner & Bender took immediate possession of the boat and on May 7, 1877 placed their first advertisement for a Mortgagee's Sale.¹ The sale was to take place at 10 o'clock a.m. in front of the auction rooms of William Wickard, in the City of Cumberland, on Thursday, May 17th, 1877. Terms were cash.

¹ *Cumberland Alleganian*, Cumberland, MD, newspaper, Thursday, 5/10/1877, p. 3.

Allegany County Courthouse, Cumberland, MD, Deed Book 38, p 94, 4/1/1872.

At the request of Doerner & Bender this Mortgage was recorded April 1st, 1872.

This Indenture made this 24th day of March in the year of our Lord 1872 between Weyand Doerner & Richard Bender, partners doing business under the name of Doerner & Bender of Allegany County, in the State of Maryland, of the first part and Michael Quigley, in the State of Maryland, of the second part. Witnesseth, Whereas the said Doerner & Bender have this day sold to the said Michael Quigley the canal boat called "Robert B. Cropley," at and for the sum of sixteen hundred and fifty dollars, & on which has been paid \$300.00, which the said Michael Quigley is to pay unto the said Doerner & Bender and their assigns, in installments of thirty five dollars each, for all the trips made by the said canal boat from Cumberland to Georgetown, Alexandria or Washington City, both day and night, 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 Michael Quigley shall use said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, 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 said Doerner & Bender, 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 freighting 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 Michael Quigley hereby covenants and agrees with the said Doerner & Bender and their assigns, to fulfill and perform. And Whereas the said Michael Quigley is anxious to secure unto the said Doerner & Bender and their assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said Doerner & Bender and their assigns, the regular, prompt and due performance of the covenants aforesaid, the said Michael Quigley is willing to execute these presents.

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

Teste: Andrew Gonder

Michael Quigley {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 26th day of March in the year of our Lord 1872, before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, appeared Michael Quigley and acknowledged the foregoing Mortgage to be his act.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 26th day of March 1872 before me the subscriber a Justice of the Peace in and for Allegany County, personally appeared Weyand Doerner, one of the mortgagees in the aforesaid mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof, I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 38, p 99, 7/20/1872.

At the request of Doerner & Bender this Mortgage was recorded July 20th, 1872.

This Indenture made this 19th day of July in the year of our Lord 1872 between Weyand Doerner & Richard Bender of Allegany County, in the State of Maryland, of the first part and John Reinhardt, of Allegany County, in the State of Maryland, of the second part. Witnesseth, Whereas the said Doerner & Bender have this day sold to the said John Reinhardt the canal boat called "Lucinda," at and for the sum of sixteen hundred dollars, and which the said John Reinhardt is to pay unto the said Doerner & Bender and their assigns, in installments of forty dollars each, for all the trips made by the 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 Reinhardt 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 Doerner & Bender 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 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 John Reinhardt hereby covenants and agrees with the said Doerner & Bender and their assigns, to fulfill and perform. And Whereas, the said John Reinhardt is anxious to secure unto the said Doerner & Bender and their assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said Doerner & Bender and their assigns, the regular, prompt and due performance of the covenants aforesaid, the said John Reinhardt is willing to execute these presents.

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

Teste: H. H. Hohack

John Reinhardt {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 19th day of July in the year of our Lord 1872, before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, appeared John Reinhardt and acknowledged the foregoing Mortgage to be his act.
H. H. Hohack, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 19th day of July 1872 before me the subscriber a Justice of the Peace in and for Allegany County, personally appeared Richard Bender, one of mortgagees in the aforesaid mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof, I hereunto subscribe my name on the day and year aforesaid.

Herman H. Hohack, J.P.

For value received & direction of the holder of the note I hereby release the ____.

Allegany County Courthouse, Cumberland, MD, Deed Book 43, p 445, 12/5/1874.

At the request of Doerner & Bender this Mortgage was recorded Dec. 5th, 1874.

I Charles V. Hammond of Allegany County, State of Maryland, being now indebted to Weyand Doerner & Richard Bender of Allegany County, and State of Maryland, in the sum of one hundred and twenty five dollars, in consideration thereof I do hereby bargain and sell to the said Weyand Doerner & Richard Bender the following property, to wit: the canal boat called "Horace Resley," the canal boat called "H. C. Winship," and the canal boat called "J. V. Norman." Provided that if the said Charles V. Hammond shall pay to the said Weyand Doerner & Richard Bender the said sum of one hundred and twenty-five dollars with the interest thereon from the date hereof, on or before the 19th day of May in the [year] 1875, then this mortgage shall be void. Witness my hand and seal this 19th day of November in the year 1874.

Teste: Andrew Gonder

C. V. Hammond {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 19th day of November in the year of our Lord 1874, before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Charles V. Hammond and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before Richard Bender, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof, I hereunto subscribe my name.

Andrew Gonder, J.P.

Cumberland, Dec. 1876.

We hereby release the within mortgage. Witness our hands and seals the day and year aforesaid.

Witness: H. J. Flanagan, J.P.

Weyand Doerner {Seal}

Richard Bender {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 44, p 344, 3/2/1875.

At the request of Doerner & Bender this Mortgage was recorded March 2nd, 1875.

This Mortgage made this 1st day of February in the year eighteen hundred and seventy-five by James Moriarty of Allegany County in the State of Maryland. Witnesseth, Whereas the said Weyand Doerner & Richard Bender, partners trading under the name and style of Doerner & Bender of said County, have this day sold to the said James Moriarty the canal boat called "Diligent," at and for the sum of sixteen hundred dollars, and which sum is to be paid in installments of thirty five dollars each, for every trip made by the said canal boat from Cumberland to Georgetown, Washington City or Alexandria until the whole amount of the purchase money, with interest, is paid. And whereas with a view to secure the payment of the said installments regularly according to the covenants hereinafter inserted, the said James Moriarty doth execute these presents. Now therefore in consideration of the premises the said James Moriarty doth hereby bargain and sell to the said Weyand Doerner and Richard Bender, partners trading as aforesaid, the said canal boat called "Diligent." Provided, that if the said James Moriarty shall pay to the said Weyand Doerner and Richard Bender, partners trading as aforesaid, the said installments of thirty five dollars each as aforesaid, with interest from the date of these presents until the whole of said purchase money is paid, according to the covenants of the said James Moriarty hereinafter set forth then these presents shall be void. And the said James Moriarty covenants to and with the said Weyand Doerner and Richard Bender, partners trading as aforesaid, that he will run the said boat day and night on trips from Cumberland to Georgetown, Washington City or Alexandria without intermission, or lying by, except when prevented from getting loading at Cumberland by strikes of the miners or unavoidable obstructions upon the Canal. And the said James Moriarty further covenants to and with the said Weyand Doerner and Richard Bender, partners trading as aforesaid, to freight or carry coal at current rates and usage and that he will pay the aforesaid installments of thirty five dollars each, with interest from the date of these presents, until the whole of said purchase money is paid for each and every trip he covenants shall be made. Provided that if default shall be made by the said James Moriarty in any of the conditions of this mortgage it shall be lawful for the said Weyand Doerner and Richard Bender, partners trading as aforesaid, to sell the said canal boat called "Diligent" in the City of Cumberland at public auction for cash or upon credit after giving at least twenty days public notice by hand bills set up in said City at least twenty days prior to the day of sale giving notice of the time, place, manner and terms thereof and apply the proceeds of such sale to the payment in the first place of the expenses that may be incurred in making such sale, and then to the payment of the mortgage debt, and the surplus if any to pay to the said James Moriarty, his executors, administrators or assigns. Witness my hand and seal.

Teste: Andrew Gonder

James Moriarty {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 12th day of February in the year eighteen hundred and seventy-five before the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared James Moriarty and acknowledged the foregoing Mortgage to be his act. And at the same time before me also personally appeared Weyand Doerner, one of the mortgagees in said mortgage named, and made oath in due form of law that the consideration in the mortgage is true and bona fide as therein set forth.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 45, p 265, 8/20/1875.

At the request of Doerner & Bender this Mortgage was recorded August 20th, 1875.

This Indenture made this 24th day of July in the year of our Lord 1875 between Weyand Doerner & Richard Bender of Allegany County, in the State of Maryland, of the first part and John V. L. McKaig, of Allegany County, in the State of Maryland, of the second part. Witnesseth, Whereas the said Doerner & Bender have this day sold to the said J. V. L. McKaig the canal steam boat and all appurtenances called "Alpha," at and for the sum of twenty two hundred dollars, and which the said John V. L. McKaig is to pay unto the said Doerner & Bender and their assigns, in monthly installments of ninety dollars each month of [the] boating season, 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 to keep said boat in proper repair, all of which said stipulations the said John V. L. McKaig hereby covenants and agrees with the said Doerner & Bender and their assigns, to fulfill and perform. And Whereas, the said John V. L. McKaig is anxious to secure unto the said Doerner & Bender and their assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said Doerner & Bender and their assigns, the regular, prompt and due performance of the covenants aforesaid, the said John V. L. McKaig is willing to execute these presents. Now this Indenture Witnesseth that the said John V. L. McKaig, for and in consideration of the premises hath granted, bargained and sold unto the said Doerner & Bender, the canal steam boat and all appurtenances called "Alpha" to have and to hold the same, forever. Provided, nevertheless that if the said John V. L. McKaig shall well and truly pay unto the said Doerner & Bender or their assigns, the aforesaid installments of purchase money with interest, upon each and every trip as aforesaid until the whole shall be fully paid, and shall well and truly do and perform all the covenants on his part to be done and performed, as set forth in this mortgage, then this instrument of writing shall be void; otherwise to remain in full force and virtue of the 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 V. L. McKaig to make regular payments on account of said purchase money as herein provided, or in case of a failure to perform any of the covenants named in this mortgage, then and in either event the said Doerner & Bender or their assigns, are hereby authorized to take immediate possession of said boat and after ten days notice thereof in a public newspaper printed in Cumberland City, to sell said boat at public sale as mortgagees, to the highest bidder for cash or credit and out of the proceeds of such sale, pay first the expenses of such sale and publication, and the balance due to the said Doerner & Bender or their assigns, and if there be an overplus, the said Doerner & Bender or their assigns are to pay the same to the said John V. L. McKaig, or his assigns. In witness whereof the said John V. L. McKaig hath subscribed his name and affixed his seal.

Teste: Andrew Gonder

John V. L. McKaig {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 16th day of August in the year of our Lord 1875, before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, appeared John V. L. McKaig and acknowledged the foregoing Mortgage to be his act.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 16th day of Aug. in the year of our Lord 1875 before me the subscriber a Justice of the Peace in and

for Allegany County, personally appeared Weyand Doerner, one of mortgagees in the aforesaid mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the aforegoing mortgage is true and bona fide as herein set forth. In witness whereof, I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

[Transcriber's Note: Apparently J. V. L. McKaig was not able to keep up the installment payments and this steamer was repossessed in July 1877 and put up for public sale as evidenced by the adjacent advertisement. The advertisement ran daily from July 28 until the sale on Aug. 9, 1877. It is reasonably certain that the Public Sale occurred as scheduled; but in the absence of a mortgage, which would be listed in the Land Records of Allegany County, the boat was probably sold for cash, thus no mortgage would have been required.]

Mortgagee's Sale OF STEAM CANAL BOAT.

BY VIRTUE OF THE POWER vested in us by a deed of mortgage from J. V. L. McKaig, dated July 24, 1875, and recorded among the land records of Allegany county in Liber T L, No. 45, folio 265, &c., we will offer at public sale, in front of Wickard's auction room in Cumberland, Md., at 10 o'clock, a. m., on

**THURSDAY, THE 9th DAY OF
AUGUST, 1877,**

That elegant fast canal steamer called
"THE ALPIA,"

together with all the machinery, rigging, &c., now on said boat.

Terms of sale—Cash.

WEYAND DOERNER,
RICHARD BENDER,

Mortgagees.

W. M. PRICK, Attorney.

[Jy 28-77]

At the request of Richard Bender this Deed was recorded June 8th, 1876.

This Deed made this seventh day of June in the year eighteen hundred and seventy-six by us Jacob Fleckenstein and Elizabeth Fleckenstein his wife. Witnesseth, that for and in consideration of the sum of eleven hundred and thirty four dollars and one cent, cash paid the said Jacob Fleckenstein by Richard Bender by surrendering to me my note, due him for one thousand dollars due November 27th 1873, and by surrendering to me my certain other note for one hundred dollars due December 27th 1876 and in the further consideration that the said Richard Bender hereby assumes and binds himself to pay and discharge the dues and interest due and to come due on two certain mortgages now posting on the property hereinafter described as lying on Mechanic Street, one of said mortgages being held by the Third German Building Association of Cumberland and the other by the Equitable Building Association of Cumberland, and in and for the further consideration that the said Richard Bender will pay when the same falls due a certain mortgage on said Mechanic Street property, to Frederick Laing, & also a debt, secured by confession of the judgment to Reese Owens & Co., the said mortgage being about eight hundred dollars and the said judgment being for a about seven hundred and sixty three dollars; all of which said mortgages and the judgment aforesaid will fully apply by reference being had to the records of the Circuit Court for Allegany County and to which reference is hereby made as a part of this deed; We the said Jacob Fleckenstein and Elizabeth Fleckenstein, his wife, do hereby grant and convey in fee simple unto the said Richard Bender all that lot of ground together with all and singular the improvements thereon lying in the City of Cumberland, Allegany County, Maryland described as follows, to wit: Beginning for the same at a stone marked No. 212, standing on the East side of Mechanic Street and at the end of the line of Lot No. 211, and running thence with said Street North twenty one and one half degrees West thirty four feet, North seventy one and one half degrees West one hundred and forty four feet to the Mill Race, and with it to the end of the second line of Lot No. 211, and then by a straight line to the beginning; being the same lot that was conveyed to me said Jacob Fleckenstein by deed from Henry Bower recorded in Liber H. R. No. 20, folio 471, one of the land records of Allegany County, Maryland, to which special reference is hereby made as a part of this deed. And for the consideration above set forth, we the grantees above named do also hereby assign, transfer and set over unto the said Richard Bender all our right, title and interest at law and in equity in and to the lease and buildings erected there under; which was entered into by and between William Walsh and Thomas J. M. McKaig and said Jacob Fleckenstein on June 6th 1870 and that other certain lot of ground and the buildings thereon adjoining the lot leased as aforesaid, and which was also leased for said Walsh and McKaig, but the written agreement for which has not yet been delivered. And the said Jacob Fleckenstein hereby covenants to transfer and secure to be transferred to the said Richard Bender the shares which are secured by the Building Association mortgages aforesaid. Witness our hands and seals the day and year first aforesaid.

Witness: H. J. Flanagan

Jacob Fleckenstein {Seal}

her

Elizabeth X Fleckenstein {Seal}

mark

State of Maryland, Allegany County, to wit: I hereby certify that on this seventh day of June in the year eighteen hundred and seventy six before me the subscriber a Justice of the Peace in and for the State and County aforesaid, personally appeared Jacob Fleckenstein and Elizabeth Fleckenstein, his wife, and did acknowledge the foregoing deed to be their respective act.

H. J. Flanagan, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 47, p 453, 8/22/1876.

At the request of Doerner & Bender this Deed was recorded August 22nd, 1876, @ 11 o'clock a.m.

This Deed made this nineteenth day of August in the year of our Lord one thousand eight hundred and seventy six, by and between John F. Buckholtz and Anna Buckholtz, his wife, of the City of Cumberland, County of Allegany, and State of Maryland, of the first part and Weyand Doerner and Richard Bender, of the City of Cumberland, County of Allegany and State aforesaid, of the second part. Witnesseth, that for and in consideration of the sum of six thousand dollars paid by the said parties of the second part to the said parties of the first part, the receipt whereof is hereby acknowledged, the said parties of the first part do grant, bargain and sell unto the said parties of the second part all of their right, title and interest of, in and to certain leasehold lots in the City of Cumberland, known and distinguished as Lots number Sixteen, Seventeen, Eighteen, Nineteen and Twenty (16, 17, 18, 19, 20) in Gephart's Second Addition to the City of Cumberland, all of which are more particularly described in a deed of lease from George Henderson and others to John Buckley, dated the 18th day of March, 1872, and recorded in Liber H. R. No. 3, folio 332 &c. one of the Land Records of Allegany County, and also by deed of lease of August the 21st, 1871, and recorded in same Liber, folio 366, and by and between the same parties, together with all the improvements thereon, consisting of two dwelling houses, warehouse, sheds, office and machine & carpenter shop, and all machinery therein. To have and to hold to the said parties of the second part their heirs and assigns forever. Witness our hands and seals.

Teste: H. H. Hobrock

John F. Buckholtz {Seal}

Anne T. Buckholtz {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this nineteenth day of August in the year eighteen hundred and seventy six, before the subscriber a Justice of the Peace of the State of Maryland, in and for the County aforesaid, personally appeared John F. Buckholtz and Anna Buckholtz, his wife, and did each acknowledge the foregoing to be their respective act.

Herman H. Hobrock, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 47, p 454, 8/22/1876.

At the request of Messrs. Buckholtz, Doerner and Bender this Agreement was recorded August 22nd, 1876, @ 11 o'clock a.m.

This Agreement, made this nineteenth day of August in the year eighteen hundred and seventy-six, by and between Richard Bender and Weyand Doerner of the City of Cumberland, County of Allegany and State of Maryland of the first part, and John F. Buckholtz, of the City, County and State aforesaid, of the second part. Witnesseth, that whereas by an agreement made on the first day of September 1875 the said John F. Buckholtz, Richard Bender and Weyand Doerner of the aforesaid place, did enter into co-partnership for the purpose of carrying on carpenter and house building business, and whereas the said parties of the first and second part wishing to discontinue the joint partnership entered into as aforesaid have proposed a dissolution of the same which has heretofore been going under the name of John F. Buckholtz & Brother. The said parties therefore mutually consent and agree by these presents that the said partnership heretofore existing between them as aforesaid be and the same is hereby dissolved. And it is further stipulated and agreed by and between said parties that the said Weyand Doerner and Richard Bender do take the entire stock of lumber, machinery, fixtures and everything connected with said business now on hand together with the property conveyed by the said John F. Buckholtz and Anna Buckholtz to the said parties of the first part together with all the improvements thereon. And it is further agreed by and between said parties that the said Bender and Doerner shall collect the debts now due to the partnership and recover all or any part of the same by suits at law or otherwise, and shall have absolute control and ownership of the same and all the books, accounts, and entire stock, as aforesaid, belonging to the said partnership. And it is further agreed that the said Doerner and Bender shall pay all the indebtedness of said firm of John F. Buckholtz & Brother contracted since they entered into partnership as aforesaid, in addition to the debts assumed by said firm at the time of said partnership, and all building association and other liens upon said real estate. And it is further agreed by and between said parties that said business shall be carried on hereafter by Richard Bender and Weyand Doerner under the name and style of Doerner and Bender. And that said John F. Buckholtz shall act as manager, and conduct the said business for the said Doerner & Bender for five years at and for the sum of nine hundred and fifty dollars per annum payable monthly and the use of the house he now occupies for said time free of rent and the said Buckholtz hereby binds himself to use his best skill, judgment and energy in the economical and profitable carrying on of said business. And the said Bender and Doerner covenant and agree that they will pay said salary as aforesaid and furnish the necessary money for carrying on of said business. And in case of all contracts made for building &c. in an amount equal to five hundred dollars said John F. Buckholtz shall get consent of said Doerner & Bender for the same. And it is further agreed that the said John F. Buckholtz shall not sign or use the name of said Bender and Doerner for the purchasing of materials for the carrying on of said business, but that the said Bender & Doerner shall furnish the lumber and materials at the lowest market price. And it is further agreed by and between said parties at anytime within five years that the said business shall reimburse said Bender and Doerner not only for the money they expended for the firm of John F. Buckholtz & Brother, but also for the money they do hereafter expend in paying the indebtedness of said firm and that they expend in the carpenter business of Doerner and Bender together with the interest on all of said sums or in case the said John F. Buckholtz pays the same within said time, then the said Bender and Doerner covenant and agree that they will reconvey to the said John F. Buckholtz not only the property conveyed to us by him and wife of even date herewith together with all the buildings thereon consisting of two dwelling houses, office, sheds, carpenter and machine shops, and all the machinery

therein, natural wear and tear excepted, and the stock and materials on hand, that is to say, that at any time within the said five years, that the said Bender and Doerner are reimbursed for all money laid out and expended, by them in said business with interest thereon by the said John F. Buckholtz, the said Doerner & Bender will relinquish all interest in said business to the said John F. Buckholtz and convey said property to him as aforesaid. Witness our hands and seals.

Teste: H. H. Hobrock

John F. Buckholtz {Seal}

Weyand Doerner {Seal}

Richard Bender (Seal)

State of Maryland, Allegany County, to wit: I hereby [certify] that on this nineteenth day of August, in the year eighteen hundred and seventy six, before the subscriber, a Justice of the Peace of the State of Maryland, in and for the County aforesaid, personally appeared John F. Buckholtz, Weyand Doerner and Richard Bender; and did each acknowledge the foregoing agreement to be their respective act.

Herman H. Hobrock, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 48, p 86, 12/12/1876.

At the request of Doerner & Bender this Mortgage was recorded December 12th, 1876.

This Mortgage made this fifth day of December in the year eighteen hundred and seventy-six. Witnesseth, Whereas I Charles V. Hammond am now justly indebted unto Weyand Doerner and Richard Bender, partners trading under the firm name and style of "Doerner & Bender," in the sum of one hundred and fifty-three dollars and thirty-one cents. Now therefore in consideration of the premises and the sum of one dollar in hand paid by the said "Doerner & Bender," I the said Charles V. Hammond do hereby bargain and sell unto the said Weyand Doerner and Richard Bender, partners trading as aforesaid, all my right, title and interest being one _____ the remaining half belonging to John H. Pearce in and to the following personal property, to wit: those two Canal Boats named respectively "George S. Young" and "William H. Lowe," now on the Chesapeake and Ohio Canal. Provided that if I the said Charles V. Hammond shall pay to the said Weyand Doerner and Richard bender, partners as aforesaid, the said sum of one hundred and fifty three dollars and thirty one cents before the fifth day of August in the year eighteen hundred and seventy seven, with interest thereon from the date hereof, then this mortgage shall be void. And provided that in case default in the payment thereof as aforesaid, at the time aforesaid, shall be made then, and in that event it shall be lawful and the said Weyand Doerner and Richard Bender are hereby especially empowered to sell the said mortgaged property at public sale for cash to the highest bidder, and to apply the proceeds thereof first to the payment of the expenses of said sale, secondly to the payment of said mortgage debt and interest and the balance if any remains, to the said C. V. Hammond, provided the said mortgagees shall first have given at least ten days previous notice of the time, place, manner and terms of sale in some newspaper published in the City of Cumberland. Witness my hand and seal the day and year first aforesaid.

Witness: H. J. Flanagan

C. V. Hammond {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 5th day of December in the year eighteen hundred and seventy-six, before the subscriber a Justice of the Peace, in and for the State and County aforesaid, personally appeared Charles V. Hammond and acknowledged the foregoing mortgage to be his act. And at the same time and place also appeared Weyand Doerner, one of the mortgagees in the said mortgage named, and made oath in due form of law, that the consideration set forth in said aforesaid mortgage is true and bona fide, as therein set forth.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 48, p 217, 1/6/1877.

At the request of Doerner & Bender this Mortgage was recorded January 6th 1877 at 1:50 p.m.

This Indenture made this 26th day of December in the year of our Lord eighteen hundred & seventy-six between Jos. M. Magruder of Allegany County, State of Maryland, party of the first part and Weyand Doerner and Richard Bender trading as a firm under name and Doerner & Bender both of Allegany County, State of Maryland, party of the second part. Whereas the said party of the second part has sold to the party of the first part, a huckster boat, running on the C. & O. Canal between Cumberland, Md. & Georgetown, D.C. at and for the sum of three hundred & thirty seven dollars, [& on which has been paid] twenty five dollars the receipt of which is hereby acknowledged, leaving balance of three hundred & twelve dollars. Now I the said party of the first part, being anxious to secure unto the said party of the second part the sum of three hundred & twelve dollars together with interest thereon are willing to execute these presents. Now this Indenture Witnesseth that for and in consideration of the premises I the party of the first part do grant, bargain and sell unto the said party of the second part all my right, title, & interest unto & into the said huckster boat now on the C. & O. Canal to have & hold the same, forever. Provided, nevertheless, and it is hereby declared to [be] the true intent of these presents, that if the said party of the first part shall well and truly pay unto the said party of the second part or their assigns, the sum of three hundred & twelve dollars together with the interest thereon in installments of thirty dollars a month commencing on the 1st day of April & thirty [dollars] each succeeding month until the entire sum with interest is fully paid, crediting each payment at such time as it shall be made, and the entire sum to be paid on or before December first in the year of our Lord eighteen hundred & seventy seven, then this instrument of writing & everything herein contained to be utterly null and void otherwise to remain in full force & virtue in law. And this instrument further witnesseth that it is mutually agreed between the parties that in case of failure of the party of the first part to comply in making the payments as heretofore specified the said party of the second part may seize & sell said huckster boat after giving ten days notice by handbills or otherwise and after such notice sell the same to the highest bidder for cash and after paying first the expenses of such [sale] & advertisement, and the balance to the said party of the second part or their assigns, and if there be an overplus, the said party of the second part shall pay said overplus if any to the said party of the first part. In witness whereof I hereunto affix my name and seal on day and year above written.

Teste: Jenkin Thomas

his
Joseph M. X Magruder {Seal}
mark

District of Columbia, Washington County, SS: Personally appeared before me a Notary Public in and for said District & County, Jos. M. Magruder and acknowledged the foregoing to be his act and deed and at the same time appeared Richard Bender of the above named firm of Doerner & Bender, and made oath in due form of law that the consideration above named is just and bona fide as herein set forth.

Jenkin Thomas, N.P.
Notary Public

Allegany County Courthouse, Cumberland, MD, Deed Book 48, p 637, 7/10/1877.

At the request of Doerner & Bender this Mortgage was recorded July 10th, 1877 @ 1:25 p.m.

This Mortgage made this 28th day of May in the year eighteen hundred and seventy seven by us George Murphy, Thornton Sliger and Wm Klipstine, partners doing business in the name, firm and style of Klipstine & Co. of Allegany County, and State of Maryland, being now indebted to Weyand Doerner and Richard Bender, partners doing business in the name, firm and style of Doerner & Bender and to Peter Hein of Allegany County, and State of Maryland, in the sum of twelve hundred dollars and a balance due on purchase of a Saw Mill, and to secure the payment thereof, we the said Klipstine & Co. do grant, bargain and sell to the said Doerner & Bender and to said Peter Hein, one twenty five horsepower vertical portable engine manufactured by Griffith & Wedge, also one saw mill thirty feet carriage, sixty feet ways leather belting, three head blocks, cant hooks & winches, one set of truck wheels and axles, and all other parts appurtenant to make said saw mill complete. Provided that if the said George Murphy, Thornton Sliger and Wm. Klipstine. partners doing business under the name, firm and style of Klipstien & Co. shall pay to the said Doerner & Bender one hundred and thirty-three dollars and thirty-three cents, and to the said Peter Hein the sum of sixty-six dollars and sixty-seven cents. according to our promissory note to each of said parties for said for said respective sums in six months from the date hereof; and shall pay to the said Doerner & Bender the sum of six hundred and sixty six dollars and sixth seven cents in marketable lumber at the market price determined on cars in Westernport, Md. according as they may demand, the same within one year from the date hereof, like to the said Peter Hein the sum of three hundred and thirty three dollars and thirty cents in marketable lumber, at market price delivered on cars in Westernport, Md., as he may demand, the same within one year from the date hereof, then this Mortgage shall be void; and the said Klipstine & Co. covenant to pay said sums of money, when the same shall fall due, and also deliver said lumber when demanded to the value of one thousand dollars, to said Doerner & Bender and said Peter Hein, or their respective assigns, and in the event they shall fail, or refuse to deliver said amount of one thousand dollars in lumber as aforesaid, or any part thereof, then the whole and shall be due, in actual cash, or as much as may remain in lieu of said lumber undelivered, within one year from the date hereof; and the said Doerner & Bender and said Peter Hein, or their respective assigns may seize said engine and saw mill and sell the said to the highest bidder for cash after giving first ten days notice. by hand bill or otherwise, in the neighborhood where said saw mill is located, and first pay themselves as much as may be due to them; or either of them, with the costs of sale attending the same, and pay the surplus if any to said _____.

Witness our hands and seals

G. W. Sheetz

Wm. Klipstine {Seal}

G. R. Murphy {Seal}

T. J. Sliger {Seal}

State of Maryland, Allegany County, to wit: Be it remembered and I do hereby certify that on this 28th day of May in the year of our Lord 1877 personally appeared before me, the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County, George Murphy, Thornton Sliger and Wm. Klipstine, partners as Klipstine & Co. and acknowledged the foregoing mortgage to be their respective acts.
G. W. Sheetz, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 49, p 592, 3/5/1878.

At the request of Mary A. Bender this Bill of Sale was recorded March 5th, 1878 @ 8 a.m.

This Bill of Sale made this 4th day of March in the year eighteen hundred and seventy-eight by Richard Bender, of Cumberland, Allegany County and State of Maryland. Witnesseth, that in consideration of the sum of four hundred and thirty seven dollars, current money and of other good and valuable considerations, the said Richard Bender doth bargain and sell unto Mary A. Bender, his wife, of the City, County and State aforesaid, all his personal property in and around the dwelling house occupied by him and his family on Green Street in said City and consisting of the following and other articles of personal property, to wit: one piano, six hair seat chairs, one sofa, one marble top stand, four heating stoves, one looking glass, one lot of beds and bedding, one lot of carpets, one kitchen stove and utensils, one sewing machine, one wine press, one cow, a lot of garden implements, one lot of pictures in frames, and all of the household and kitchen furniture and personal property on said premises now belonging to said Richard Bender.

Witness my hand and seal

Attest: J. Wm. Jones

Richard Bender {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this fourth of March in the year eighteen hundred and seventy eight before the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Richard Bender and acknowledged the foregoing bill of sale to be his act, and at the same time and place personally appeared Mary A. Bender, the grantee in said Bill of Sale named and made oath in due form of law that the consideration stated in said bill of sale is true and bona fide as therein mentioned.

J. Wm. Jones, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 49, p 631, 3/5/1878.

At the request of Wm. M. Price this Deed of Trust was recorded March 5th, 1878 @ 4 p.m.

This Deed of Trust made this 5th day of March 1878 by us Weyand Doerner and Richard Bender, trading as Doerner and Bender of Cumberland, Allegany County, Maryland. Witnesseth that whereas the said Doerner and Bender being indebted unto sundry parties in several large sums of money and unable to pay the same in full have proposed and agreed to assign all our property both partnership and individual property unto William M. Price of same County and State in trust for the benefit of our creditors as hereinafter named. Now therefore we the said Doerner and Bender for and in consideration of the premises and of the sum of five dollars to us paid do grant, bargain and sell unto the said William M. Price trustee all our property both leasehold, real and personal consisting of all those lots of ground together with the improvements thereon situate and lying in Gebhart's Second Addition to Cumberland known on the plat of said addition as Lots Nos. 16, 17, 18, 19 and 20 and fully described in a deed from Burkholtz & Bro. to said Doerner & Bender dated Aug 19, 1876 and recorded in Liber T. L. No. 47, folio 453 &c. one of the Land Records of Allegany County as reference thereto will more fully and at large appear together with all the stock, materials, machinery, boilers, tools, lumber, nails, hardware, office furniture, wagons and all the personal property now on the above named lots or in the buildings, sheds, shops, &c. on said lots together with all other real, household, personal or mixed property whether owned by said firm or the individual members thereof wheresoever situated together with all notes, bonds, mortgages, judgments, books and book accounts, open accounts and boats, canal boat mortgages and all other species of property, furniture, &c. now owned by said firm or the individual members thereof or that may be secured to them or claimed by them, to have, hold and take the same upon trust that he the said William M. Price do and shall as soon as conveniently may be make sale of so much thereof as may be saleable for the best price that can be reasonably had for the same at either public or private sale, if at public sale then ten days notice thereof in the usual manner and upon such terms and at such place as the said Trustee may deem for the best interest of our creditors and collect so much thereof as is outstanding and not saleable. And it is hereby declared and agreed that the said W. M. Price Trustee shall stand possessed of the moneys from such sales and to be collected as aforesaid in trust for the following purposes, that is to say In the first place to pay and reimburse himself of all such costs, charges and expenses as may be incurred in the execution of the trusts hereby created together with a commission of eight percent to the said Trustee, and the costs of writing and recording these presents, and then in trust to apply the residue of said moneys in payment of the several mortgages and judgments now upon said property according to their respective priority and then in trust to apply the balance to the payment of the respective individual liabilities of the said Weyand Doerner and Richard Bender if any, out of the separate estates, respectively the surplus if any to be distributed among their partnership creditors so far as may be necessary so that the individual property of said W. Doerner & R. Bender respectively may be applied to the payment of their individual debts and the partnership property of the said Doerner & Bender to the payment of their partnership debts according to the rule in such cases, and after paying all of said liens the rest & residue of said moneys to be applied as above set out in payment of the several debts due to the creditors aforesaid of the said Doerner & Bender *pari passim* and without any preference or priority of payment except as above stated, and after payment or satisfaction of such debts, costs and expenses as aforesaid then in trust to pay the surplus if any to the said Doerner & Bender or their assigns. And for the consideration and purposes aforesaid we the said Doerner and Bender do appoint the said W. M. Price our Attorney in our name or otherwise to liquidate all our accounts relating to the premises and to collect all the debts and sums of money

hereby assigned and discharges for the same to give and compound for any dubious debts, and one or more attorneys or attorneys appoint and again at his pleasure to displace and further to do all other acts requisite to be done in the premises as fully as we the said Doerner & Bender might or could have done if these presents had not been executed. And we the said Weyand Doerner & Richard Bender do covenant that we will at all times hereafter ratify and confirm whatsoever the said W. M. Price Trustee shall lawfully do in the premises and will not revoke any of the powers hereby given nor release our compound for any of the debts or sum of money hereby assigned nor intermeddle with the same nor do anything whereby the recovery thereof shall be hindered nor otherwise act or interferes in the premises. And also that he the said W. M. Price Trustee shall be charged with his receipts, payments, acts and willful defaults only, and shall not be charged for any sums of money other than such as shall come to his hands, or with any loss which may happen, in the execution of the trust aforesaid without his willful default.

Witness our hands & seals.

Teste: H. J. Flanagan

Weyand Doerner {Seal}

Richard Bender {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 5th day of march 1878 before me the subscriber a Justice of the Peace in and for the County and State aforesaid personally appeared Weyand Doerner and Richard Bender and did each acknowledge the foregoing Deed of Trust to be their respective act and deed.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 50, p 257, 10/8/1877.

At the request of Doerner & Bender and Houck this Mortgage was recorded October 8th, 1877 @ 11:37 a.m.

This Indenture made this 18th day of Sept. in the year of our Lord 1877, between W. Doerner, R. Bender & J. H. Houck of Allegany County in the State of Maryland, of the first part and Sarah Coffman of Washington County in the State of Maryland of the second part, Witnesseth:

Whereas the said Doerner, Bender & Houck has this day sold to the said Sarah Coffman, the Canal Boat called "R. F. Shipley & Bush" at and for the sum of nine hundred dollars, which the said Sarah Coffman is to pay unto the said Doerner, Bender & Houck, and their assigns, in installments of twenty five (\$25) dollars each, for all of 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 Sarah Coffman 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 Doerner, Bender and Houck, or their assigns, shall direct; and to freight the same at the lowest rates which shall be paid by the Consolidation Coal Company, the Borden 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 Sarah Coffman hereby covenants and agrees with the said Doerner, Bender and Houck, and their assigns, to fulfill and perform. And Whereas, the said Sarah Coffman is anxious to secure to the said Doerner, Bender & Houck, and their assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said Doerner, Bender & Houck, and their assigns, the regular prompt and due performance of the covenants aforesaid, the said Sarah Coffman is willing to execute these presents.

Now this Indenture Witnesseth, that the said Sarah Coffman for and in consideration of the premises hath granted, bargained and sold unto the said Doerner, Bender & Houck the Canal Boat called "R. F. Shipley & Bush" to have and to hold the same forever. Provided, nevertheless, that if the said Sarah Coffman shall well and truly pay unto the said Doerner, Bender & Houck, 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 covenants on her 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 default upon the part of said Sarah Coffman to make regular payments on account of said purchase money, as herein provided, or in case of a failure to perform any of the covenants named in this mortgage, then and in either event the said Doerner, Bender & Houck, 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 Cumberland City, to sell said boat at public sale as mortgagees, to the highest bidder for cash or credit; and out of the proceeds of such sale, pay first the expenses of such sale and publication, and the balance due to the said Doerner, Bender & Houck, or their assigns, and if there be an overplus, the said Doerner, Bender & Houck, or their assigns, are to pay the same to the said Sarah Coffman, or her assigns.

In Witness whereof the said Sarah Coffman hath subscribed her name and affixed her seal.

Teste: D. Blocker

her
Sarah X Coffman {Seal}
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this 18th day of Sept. in the year of our Lord 1877, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, appeared Sarah Coffman and acknowledged the foregoing mortgage to be her act.

D. Blocker, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified, that on this 18th day of Sept. 1877, before me the subscriber, a Justice of the Peace in and for Allegany County, personally appeared J. H. Houck, 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 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.

D. Blocker, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 50, p 434, 2/13/1878.

At the request of Margaret Gessner this Deed was recorded Feby 13th, 1878, at 12:45 p.m.

This Deed, made this 9th day of February eighteen hundred and seventy-eight, by us Richard Bender and Mary A. Bender my wife, of Allegany County Maryland. Witnesseth, whereas my Mother-in-Law, Margaret Gessner of the City of Cumberland, in said County and State, has at different times heretofore loaned and advanced to me the said Richard Bender, the sum of Eight Hundred dollars, including interest; and whereas the said Richard Bender has not been able to pay said sum of money to said Margaret Gessner as he promised to do, and it having been agreed between them that instead of said sum of money, she the said Margaret Gessner would take and accept from him certain real and leasehold property, situated in said City, County and State, and particularly described in a deed of conveyance from Jacob Fleckenstein and his wife, bearing date on the 7th day of June 1876, to said Richard Bender recorded in Liber T. L. No. 47, folio 218, one of the Land Records of said County.

Now in consideration of the premises, and the said sum of \$800.00 we the said Richard Bender and Mary A. Bender my wife, do hereby grant unto said Margaret Gessner, all the property so described and conveyed in the deed from said Fleckenstein to said Bender subject to all the conditions and things therein contained to be performed by the said Richard Bender; and which, by this deed she is required to perform, except the monies to be paid to the Equitable Building Association, of Cumberland, which monies I the said Richard Bender have already paid, as well as the judgment of said Reese Owens & Co.

Witness our hands and seals.

Teste: J. W. Jones

Richard Bender {Seal}

Mary A. Bender {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 9th day of February eighteen hundred and seventy-eight, before me a Justice of the Peace, in and for the County and State aforesaid, personally appeared Richard Bonder and Mary A. Bonder his wife and did each acknowledge the foregoing deed to be their respective act.

J. W. Jones, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 50, p 455, 1/25/1878.

At the request of George Doerner, this Deed was recorded January 25th 1878, @ 3:08 p.m.

This Deed, made this 25th day of January in the year eighteen hundred and seventy-eight, by Weyand Doerner and Anna A. Doerner his wife, of Allegany County, Maryland. Witnesseth; That in consideration of Thirty Three hundred and fifty dollars, the said Weyand Doerner and Anna A. Doerner, do grant unto George Doerner of Allegany County, Maryland all those several Lots, pieces or parcels of ground, lying and being in the City of Cumberland, Allegany County, Maryland, which are described as follows; to wit: Beginning for the first Lot at the intersection of Cumberland and Wallace Streets, and running with Cumberland Street, as now widened to sixty feet, North 80½ degrees West 109 feet to Cedar Alley; then with said alley, North 9½ degrees East 175 feet; then South 80½ degrees East 109 feet to Wallace Street; and with said street South 9½ degrees West 175 feet to the beginning (it being the same lot or parcel of ground, which was conveyed to the said Weyand Doerner by James M. Schley, Trustee, by deed bearing date on the 20th day of April 1869 and recorded in Liber H. R. No. 34, folio 606, one of the Land Records of said Allegany County). Beginning for the second lot or parcel of ground, at the intersection of Cedar Alley with Cumberland Street, and running with said Street, North 80½ degrees West 109 feet to Carroll Street; then with said Street, North 9½ degrees East 50 feet to Lot Number 316; then South 80½ degrees East 109 feet to Cedar Alley; then with it South 9½ degrees West 50 feet to the beginning (being the same lots or parcels of ground which were conveyed to Weyand Doerner by James C. Lynn and wife by deed bearing date on the 6th day of October 1871, and recorded in Liber H. R. No. 34, folio 605, one of the Land Records of said Allegany County). Beginning for the third lot, on Wallace Street at the end of 175 feet from Cumberland Street, and running thence with said Wallace Street North 9½ degrees East 25 feet; then North 80½ degrees West 109 feet to Cedar Alley; and with it South 9½ degrees West 25 feet; then South 80½ degrees East 109 feet to the beginning (being the same lot or parcel of ground which was conveyed to the said Weyand Doerner by Lloyd Lowndes, Jr., as Attorney for A. Brown Lynn, by deed bearing date on the 30th day of November 1872, and recorded in Liber H. R. No. 38, folio 176, one of the Land Records of said County) in fee simple.

Witness our hands and seals.

Attest: J. B. Widener

Weyand Doerner {Seal}

Anna A. Doerner {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 25th day of January, in the year 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 Weyand Doerner and Anna A. Doerner, his wife, and did each acknowledge the foregoing deed to be their respective act.

J. B. Widener, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 50, p 483, 3/5/1878.

At the request of Emma Rinehart, this Bill of Sale was recorded March 5th, 1878 @ 9:45 a.m.

This Bill of Sale, made this 4th day of March 1878, by me Weyand Doerner, Witnesseth that for and in consideration of the sum of five hundred dollars, to me paid, I the said Weyand Doerner, do grant unto Emma Rinehart of Cumberland, Allegany County, Maryland, all my household and kitchen furniture, consisting of chamber sets, dining room & kitchen & parlor furniture, Queensware, beds & bedding, &c. now in my dwelling house on Cumberland Street in said City. Excepting the piano which belongs to my daughter and the organ which belongs to my son, and any other articles belonging to my wife and children.

Witness my hand and seal.

Weyand Doerner {Seal}

J. Wm. Jones

State of Maryland, Allegany County, to wit: I hereby certify that on this 4th day of march 1878 before me the subscriber a Justice of the Peace in and for the County & State aforesaid, personally appeared Weyand Doerner and acknowledged the foregoing Bill of Sale to be his act & deed. Also, at the same rime came Emma Rinehart and made oath in due form of law, that the consideration set forth in the within Bill of Sale is true & bona fide as therein set forth.

J. Wm. Jones, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 50, p 554, 2/23/1878.

At the request of Weyand Doerner et. al. this Mortgage was recorded Feb. 23rd, 1878, at 11:20 a.m.

This Indenture made this fourth day of February A.D. 1878, between Henry S. Wagner of the City of Georgetown in the District of Columbia of the first part, and Weyand Doerner and Richard Bender both of the City of Cumberland in the State of Maryland of the second part. Witnesseth: Whereas the said parties of the second part heretofore, to wit: on the 29th day of June 1876 sold to the said party of the first part the Canal Boat called "Henry G. Wagner," at and for the sum of seventeen hundred (\$1,700.00) dollars, which said sum less a credit of thirty (\$30.00) dollars as of the 29th day of July 1876, a credit of thirty (\$30.00) dollars as of the 16th day of September 1876, a credit of thirty (\$30.00) dollars as of the 7th day of October 1876, a credit of thirty (\$30.00) dollars as of the 18th day of October 1876, a credit of twenty five (\$25.00) dollars as of the 10th day of April 1876 and a credit of \$25.00 as of the 27th day of April 1876, remains wholly unpaid, and which said party of the first part is to pay unto the said parties of the second part their executors, administrators, or assigns, in installments of twenty five dollars for each and every of the trips made by said boat from Cumberland to Georgetown, Washington City or Alexandria, until the entire purchase money is paid, with interest from the said 27th day of June 1876, upon the same, crediting thereon the respective payments made heretofore and hereafter to be made as aforesaid, as of the times when such payments have been and shall be made. And Whereas it was a part of said contract of purchase and sale that the said party of the first part shall use said boat in freighting coal from Cumberland to the points aforesaid in regular trips, with as much expedition and regularity as can be reasonably done, and to receive the loads of said boat promptly at each trip with the coal of such Company, or person, as the said parties of the second part, their executors, administrators or assigns shall direct; and to freight the same at the at the lowest current rates which shall be paid by the Consolidation Coal Company, the Borden Mining Company, and such other Companies as are now or may hereafter be, before the completion of the payment of said purchase money, with interest as aforesaid, engaged in shipping coal from Cumberland on the Chesapeake and Ohio Canal, to the points aforesaid, and to keep said boat in proper repair, all of which stipulations the said party of the first part hereby covenants and agrees with the said parties of the second part, their executors, administrators and assigns to fulfill and perform. And whereas the said party of the first part is anxious to secure to the said parties of the second part, their executors, administrators and 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 Therefore, this Indenture Witnesseth that the said party of the first part for and in consideration of the premises and further the sum of one dollar lawful money of the United States to him in hand paid by the said parties of the second part, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said parties of the second part, the hereinbefore mentioned Canal Boat called the "Henry G. Wagner," to have and to hold unto them the said parties of the second part, their executors, administrators and assigns, forever. Provided nevertheless that if the said party of the first part shall well and truly pay unto the said parties of the second part, their executors, administrators or 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 effect. And this Indenture further Witnesseth that it is mutually agreed between the parties aforesaid that in case of 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 perform any of the covenants herein set forth, then and in either event, said parties of the second part, their executors, administrators or assigns, are hereby authorized to take immediate possession of said boat, and after previous advertisement of not less than ten days in some public newspaper published in Cumberland City, or at either of the above mentioned points, which said boat shall then be, sell the same at public sale to the highest bidder, in such manner and upon such terms as in their discretion said parties of the second part may deem most advantageous, and out of the proceeds of such sale, pay first the expenses of such advertisement and sale, and the balance due to said parties of the second part, their executors, administrators and assigns, and the surplus if any shall thereupon be paid to said party of the first part, his executors, administrators and assigns. It is furthermore stipulated, covenanted and agreed between the parties hereto that no waiver of any breach of any covenant herein contained shall be deemed construed or held to be a waiver of the covenant itself or of any subsequent breach thereof.

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

Teste: J. J. Darlington
Jenkins Thomas

H. G. Wagner {Seal}

District of Columbia, County of Washington, S.S.: I Jenkin Thomas a Notary Public in and for the County aforesaid, In the District of Columbia, do hereby certify that Henry S. Wagner party to a certain Deed, bearing date on the fourth day of February 1878, and hereunto annexed, personally appeared before me, in the County aforesaid, the said Henry S. Wagner being personally well known to me to be the person who executed the said Deed and acknowledged the same to be his act and deed.

Given under my hand and seal this fourth day of February A.D. 1878.

Jenkins Thomas
Notary Public

Clerk's Office of the Supreme Court of the District of Columbia. District of Columbia, S.S.: I R. J. Meigs, Clerk of said Court, do hereby certify that Jenkins Thomas, Esq. whose name is subscribed to the Certificate of the proof or acknowledgement, of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgement, a Notary Public in and for said District, dwelling therein, commissioned, sworn and duly authorized to take the same. And further that I am well acquainted with the handwriting of said Jenkins Thomas, and verily believe that the signature to the said Certificate of proof or acknowledgement is genuine, and the said instrument is executed and acknowledged according to the laws of this District.

In Testimony whereof I have hereunto set my name and affixed the Seal of the said Court, this 12th day of February, A.D. 1878.

R. J. Meigs, Clerk
By M. A. Clancy, Assistant Clerk

State of Maryland, Allegany County, S.S.: Be it remembered and it is hereby certified that on this second day of February 1878 before me the subscribe a Justice of the Peace in and for Allegany County, personally appeared Weyand Doerner and Richard Bender, the mortgagees in the foregoing Mortgage and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing Mortgage is true and bona fide as herein set forth.

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

J. B. Widener, J. P.

State of Maryland, Allegany County, S.S.: I Theodore Luman, Clerk of the Circuit Court for Allegany County, the same being a Court of Record, do hereby certify that J. B. Widener, Esq. [before] whom the foregoing affidavit was made and whose genuine signature thereto appears, was at the time thereof and still is, a Justice of the Peace of the State of Maryland, in and for Allegany County, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgements.

In Testimony whereof I hereunto set my hand and affix the Seal of the said Circuit Court for Allegany County, this 2nd day of February 1878.

Theo. Luman, Clerk

Allegany County Courthouse, Cumberland, MD, Deed Book 52, p 81, 7/9/1878.

At the request of Weyand Doerner et. al. this Mortgage was recorded July 9th, 1878, at 10:55 a.m.

This Indenture made this twenty first day of February A.D. 1878, between Samuel T. Brown and William Cunningham, both of Georgetown in the District of Columbia of the first part, and Weyand Doerner and Richard Bender both of the City of Cumberland in the State of Maryland of the second part. Witnesseth: Whereas the said parties of the second part heretofore, to wit: on the 22nd day of May 1876 sold to the said party of the first part the Canal Boat called "F. L. Moore," at and for the sum of seventeen hundred (\$1,700.00) dollars, which said sum less a credit of thirty (\$30.00) dollars as of the said 22nd day of May 1876, a credit of thirty (\$30.00) dollars as of the 25th day of July 1876, a credit of thirty (\$30.00) dollars as of the 6th day of September 1876, a credit of ninety (\$90.00) dollars as of the 7th day of September 1876, a credit of thirty (\$30.00) dollars as of the 31st day of October 1876, a credit of thirty (\$30.00) dollars as of the 8th day of November 1876, a credit of fifty (\$50.00) dollars as of the 10th day of September 1877, and a credit of fifty (\$50.00) dollars as of the 28th day of September 1877, remains wholly unpaid, and which said parties of the first part are to pay unto the said parties of the second part their executors, administrators, or assigns, in installments of twenty five dollars for each and every of the trips made by said boat from Cumberland to Georgetown, Washington City or Alexandria, until the entire purchase money is paid, with interest from the said 22nd day of May 1876, upon the same, crediting thereon the respective payments made heretofore and hereafter to be made as aforesaid, as of the times when such payments have been and shall be made. And Whereas it was a part of said contract of purchase and sale that the said parties of the first part shall use said boat in freighting coal from Cumberland to the points aforesaid in regular trips, with as much expedition and regularity as can be reasonably done, and to receive the loads of said boat promptly at each trip with the coal of such Company, or person, as the said parties of the second part, their executors, administrators or assigns shall direct; and to freight the same at the at the lowest current rates which shall be paid by the Consolidation Coal Company, the Borden Mining Company, and such other Companies as are now or may hereafter be, before the completion of the payment of said purchase money, with interest as aforesaid, engaged in shipping coal from Cumberland on the Chesapeake and Ohio Canal, to the points aforesaid, and to keep said boat in proper repair, all of which stipulations the said parties of the first part hereby covenant and agree with the said parties of the second part, their executors, administrators and assigns to fulfill and perform. And whereas the said parties of the first part are anxious to secure unto the said parties of the second part, their executors, administrators and assigns, the regular, prompt and due performance of the covenants aforesaid, the said parties of the first part are willing to execute these presents. Now Therefore, this Indenture Witnesseth: that the said parties of the first part for and in consideration of the premises and further the sum of one dollar lawful money of the United States to them in hand paid by the said parties of the second part, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said parties of the second part, the hereinbefore mentioned Canal Boat called the "F. L. Moore," to have and to hold the same unto them the said parties of the second part, their executors, administrators and assigns, forever. Provided nevertheless that if the said parties of the first part shall well and truly pay unto the said parties of the second part, their executors, administrators or 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, otherwise to remain in full force and effect.

And this Indenture further Witnesseth: that it is mutually agreed between the parties aforesaid that in case of default upon the part of said parties of the first part to make regular payments on account of said purchase money as aforesaid, or in case of a failure to perform any of the covenants herein set forth, then and in either event, said parties of the second part, their executors, administrators or assigns, are hereby authorized to take immediate possession of said boat, and after previous advertisement of not less than ten days in some public newspaper published in Cumberland City, or at either of the above mentioned points, which said boat shall then be, to sell the same at public sale to the highest bidder, in such manner and upon such terms as in their discretion said parties of the second part, their executors, administrators or assigns, may deem most advantageous, and out of the proceeds of such sale, pay first the expenses of such advertisement and sale, and the balance due to the said parties of the second part, their executors, administrators and assigns, and the surplus if any shall thereupon be paid to said party of the first part, his executors, administrators and assigns, and the surplus if any shall thereupon be paid to said parties of the first part, their executors, administrators or assigns. It is furthermore stipulated, covenanted and agreed between the parties hereto that no waiver of any breach of any covenant herein contained shall be deemed construed or held to be a waiver of the covenant itself or of any subsequent breach thereof. In witness whereof the said parties of the first part have hereunto set their hands and seals the day and year first hereinbefore written.

Signed, Sealed and delivered in presence of:
John W. Ross, J. J. Darlington
Jenkins Thomas

Samuel T. Brown {Seal}
W. Cunningham {Seal}

District of Columbia, County of Washington, S.S.: I John W. Ross, a Notary Public in and for the County aforesaid, in the District of Columbia, do hereby certify that Samuel T. Brown party to a certain deed, bearing date on the 21st of February 1878, and hereunto annexed, personally appeared before me, in the County aforesaid, the said Samuel T. Brown being personally well known to me to be the person who executed the said deed and acknowledged the same to be his act and deed. Given under my hand and Notarial seal this 21st day of February 1878.

John W. Ross
Notary Public

District of Columbia, County of Washington, S.S.: I John W. Ross, a Notary Public in and for the County aforesaid, in the District of Columbia, do hereby certify that William Cunningham party to a certain deed, bearing date on the twenty first day of February 1878, and hereto annexed, personally appeared before me, in the County aforesaid, the said William Cunningham being personally well known to me to be the person who executed the said deed and acknowledged the same to be his act and deed.

Given under my hand and Notarial Seal this twenty third day of February 1878.

John W. Ross
Notary Public

Clerk's Office of the Supreme Court of the District of Columbia. District of Columbia, S.S.: I R. J. Meigs, Clerk of said Court, do hereby certify that John W. Ross, Esq. whose name is subscribed to the Certificate of the proof or acknowledgement of the annexed instrument, and thereon written, was,

at the time of taking such proof or acknowledgement, a Notary Public in and for said District, dwelling therein, commissioned, sworn and duly authorized to take the same. And further that I am well acquainted with the handwriting of said John W. Ross, and verily believe that the signature to the said Certificate of proof or acknowledgement is genuine, and the said instrument is executed and acknowledged according to the laws of this District.

In Testimony whereof I have hereunto set my name and affixed the Seal of the said Court, this 6th day of March, A.D. 1878.

R. J. Meigs, Clerk

By M. A. Clancy, Assistant Clerk

Allegany County Courthouse, Cumberland, MD, Deed Book 66, p 652, 8/5/1889.

At the request of Richard Bender, et lux, this Deed filed and recorded August 5th, 1889 @ 4:05 p.m.

This Deed, made this 5th day of August in the year of our Lord eighteen hundred and eighty-nine by Richard Bender and Mary A. Bender his wife of Allegany County in the State of Maryland. Whereas the said Richard Bender and Mary A. Bender his wife in the year of our Lord eighteen hundred and seventy two sold to a certain John Wilson and Mary Ann Wilson his wife all that part of all that lot of ground situate on the West side of Wills Creek in said County and State and known and distinguished on the plot of the Town of Cumberland as Lot number eight (8), which said part is particularly described as follows, to wit: Beginning for the same at the end of thirty (30) feet on first (1st) line of the whole lot Number eight (8) and running with said line North eighty three and one half ($83\frac{1}{2}$) degrees West thirty (30) feet; then running across said whole lot and parallel with Smallwood Street, South six and one half ($6\frac{1}{2}$) degrees West one hundred and forty (140) feet to an alley, and with it South eighty three and one half ($83\frac{1}{2}$) degrees East thirty (30) feet and then by a straight line to the beginning. And said Bender and wife at the request of said Wilson and wife made a deed to said Mary Ann Wilson bearing date on the ninth day of February in the year of our Lord eighteen hundred and seventy eight and recorded among the Land Records of said Allegany County in Liber J. L. No. 49, folio 602, which was intended to convey to her in fee simple the above described parcel or piece of ground purchased as aforesaid, but by a mistake of the scrivener who prepared said deed the lot described in said deed is made to begin at the end of thirty (30) feet in the fourth (4th) line of the whole lot number eight (8) instead of at the end of thirty (30) feet on the first (1st) line of said whole lot number eight (8) and whereas the said Wilson and wife have long since paid in full the purchase money for said lot or parcel of ground hereinbefore particularly described and the said Bender and wife desire to make said Mary Ann Wilson a good and perfect deed for said lot or parcel of ground, now therefore this deed witnesseth that in consideration of all the premises and of the sum of five dollars the said Richard Bender and Mary A. Bender his wife do hereby grant, convey and release unto and to the use of the said Mary Ann Wilson in fee simple, All that part of all that lot of ground situate on the West side of Wills Creek (in said Allegany County and State of Maryland and known and distinguished on the plot of the town of Cumberland as Lot number eight (8) which said part is particularly described as follows; to wit: Beginning for the same at the end of thirty (30) feet on the first (1st) line of the whole lot number eight (8) and running with said line North eighty three and one half ($83\frac{1}{2}$) degrees West thirty (30) feet; then running across said whole lot and parallel with Smallwood Street South six and one half ($6\frac{1}{2}$) degrees West one hundred and forty (140) feet to an alley; and with it South eighty three and one half ($83\frac{1}{2}$) degrees East thirty (30) feet; and then by a straight line to the beginning. The lot of ground hereby conveyed being the same which was conveyed to Mary J. Olars by Charles Hensel by deed dated the 28th day of January A. D. 1868 and recorded among the Land Records of said Allegany County in Liber H. R. No. 26, folio 667 and by John B. H. Campbell and Ellen Campbell his wife and John D. McEvoy and Catherine McEvoy his wife by deed dated the 5th day of May A. D. 1871 and recorded among said Land Records in Liber H. R. No 33, folio 448 and by said Mary J. Clame and George Clame her husband to said Richard Bender by deed dated the 5th day of May A. D. 1871 and recorded among said Land Records in Liber H. R. No. 33, folio 449.

And the said Richard Bender and Mary A. Bender his wife do hereby covenant that they have a right to convey said land that the said Mary Ann Wilson shall quietly enjoy said land and that they will warrant generally the land hereby conveyed.

Witness our hands and seals the day and year first above written.

Test:

Jos. A. Gonder

Richard Bender {Seal}

Mary A. Bender {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 5th day of August in the year of our Lord eighteen hundred and eighty nine before me the subscriber a Justice of the Peace, of the State of Maryland in and for Allegany County aforesaid, personally appeared Richard Bender and Mary A. Bender his wife and did each acknowledge the foregoing deed to be their respective act and deed.

Jos. A. Gonder, J.P.