

COMPILATION OF  
JOHN H. CLARKE  
CANAL BOAT MORTGAGES  
1850- 1852  
ALLEGANY COUNTY, MD

Compiled by  
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C & O Canal Association Volunteer

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## A. PREFACE

On June 11, 1850, water was first let into the canal at Cumberland. A crowd went to Mr. J. H. Clark's boat yard at Wills Creek, above the Baltimore Street Bridge, and borrowed a canal boat which they floated down to the lock [Guard Lock 8], Mayor Thomas G. Harris named the boat "Cumberland," the boat was passed through the lock and the crowd enthusiastically cheered.<sup>1</sup>

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 for John H. Clarke were revealed. All of the records found were for canal boat mortgages, presumably for new boats built in the John H. Clarke Boat Yard.

A search of the census data reveals that in 1850 John H. Clark was a 36 year old boat builder living in Cumberland, Maryland.<sup>2</sup> Living with him was his wife Salome, 36 years old, and two children. John H. Clark had real estate valued at \$600. We do know that he bought half of lot number 5 in Gerhart's Addition with all the appurtenances thereunto appertaining, which means that it probably had a house on the front half of the lot which faced Mechanic Street.<sup>3</sup> A deed for the boatyard has not been found. His first boat, named after his wife, Salome Clarke, was sold on Dec. 16, 1850 to Peter Wolf; the canal had just opened on Oct. 10, 1850.

Note that the canal boat mortgages ceased after 1853; did Mr. Clarke get out of the boatbuilding business in favor of boat repairs, or what? We did find that in 1856 they sold the previously mentioned property to a Mr. John Schilling.<sup>4</sup>

The similarity of the mortgage text over the years suggests that they were copied from one mortgage to the next.

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. Information on the John H. & Salome Clarke family would be most welcome.

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<sup>1</sup> *The Cumberland Alleganian*, Cumberland, Md., weekly newspaper, Saturday, 6/8/1850, p. 2.

<sup>2</sup> 1850 Census, Maryland, Allegany County, Cumberland, enumerated on 12/10/1850.

<sup>3</sup> Allegany County Courthouse, Cumberland, MD, Deed Book 3, p. 651, recorded 7/31/1847.

<sup>4</sup> Allegany County Courthouse, Cumberland, MD, Deed Book 15, p. 294, recorded 8/22/1856.

John H. Clarke Canal Boat Mortgages 1850 - 1852, Allegany County, MD

Owner's Name	Book	Page	Date Recorded	Boat's Name	Purchase Cost	1 <sup>st</sup> installment	Subsequent installments
Peter Wolf	6	622	12/27/1850	Salome Clarke	\$900	\$100	\$100
Edward Hays	6	623	12/27/1850	American Flag	\$800	\$200	\$300
John H. Grove	7	320	5/15/1851	Reindeer	\$800	\$200	\$300
Samuel S. Linch	7	322	5/15/1851	Columbia	\$800	\$200	\$200
Noah Gannon	8	586	8/14/1852	Lake Erie	\$1,125	\$70	\$50
Smith Artz	9	503	4/7/1853	Ann E. Artz	\$1,000	\$50	\$50

Allegany County Courthouse, Cumberland, MD, Deed Book 6, p 622, 12/27/1850.

At the request of John H. Clarke the following mortgage was recorded December 27th 1850.

This Indenture made this sixteenth day of December in the year of our Lord one thousand eight hundred & fifty between Peter Wolf of Washington County in the State of Maryland of the one part, and John H. Clarke of Allegany County, in the State aforesaid of the other part: Whereas the said Peter Wolf by his nine promissory notes duly executed and bearing even date with these presents each for the sum of one hundred dollars, the first payable in ten days after date. the second payable on the first day of March 1851, the third payable on the first day of April 1851, the fourth payable on the first day of May 1851, the fifth payable on the first day of June 1851, the sixth payable on the first day of July 1851, the seventh payable on the first day of August 1851, the eighth payable on the first day of September 1851, the ninth payable on the first day of October 1851. The said notes being given in consideration of a Canal Boat sold this day to said Peter Wolf by said John H. Clarke, and to secure the payment of the same at the several times they respectively become due the said Peter Wolf doth execute these presents.

Now therefore this Indenture Witnesseth that the said Peter Wolf for and in consideration of the premises, and also in consideration of the sum of five dollars to him in hand paid at & before the sealing & delivery of these presents by the said John H. Clarke, the receipt whereof he the said Peter Wolf doth hereby acknowledge, has granted, bargained & sold, and by these presents, doth grant, bargain & sell convey & confirm unto the said John H. Clarke his executors, administrators & assigns the Canal Boat called Salome Clarke sold this day to the said Peter Wolf and being the first Canal Boat built by said John H. Clarke in the Town of Cumberland. To have and to hold the said Canal Boat called Salome Clarke, and other the said premises, to the said John H. Clarke his executors, administrators & assigns to his & their own use & behoof.

Provided always, and it is the true intent and meaning of these presents & of the parties hereunto, that if the said Peter Wolf his heirs, executors or administrators shall well & truly pay or cause to be paid unto the said John H. Clarke the said several promissory notes, when they respectively become due, without any deduction of abatement whatsoever, then and from thenceforth these presents, and every matter & thing therein contained shall cease & be utterly null & void, anything therein to the contrary thereof in anywise notwithstanding. And these presents are upon this further promise & condition that if the first note due in ten days for one hundred dollars as aforesaid shall not be paid when it becomes due, then and in that event, the said John H. Clarke is entitled to the possession of the said Canal Boat as also to the said note for one hundred dollars due ten days after the due date thereof.

In testimony whereof the said Peter Wolf has hereunto subscribed his name and affixed his seal on the day and year first hereinbefore written.

Signed, sealed & delivered  
in presence of  
Geo. M. Blocker

Peter Wolf {Seal}

Maryland, Allegany County, to wit: Be it remembered that on this 16th day of December in the year one thousand eight hundred fifty before the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County aforesaid, personally appeared Peter Wolf the party grantor or mortgagor in

the foregoing mortgage or instrument of writing named, and who the undersigned is of his own knowledge satisfied is, and hereby certify him to be the person whose name & described as & professing to be the party grantor or mortgagor in the foregoing mortgage or instrument of writing and acknowledged the same to be his act & deed for the purposes therein mentioned. In Witness whereof I hereunto subscribe my name on the day & year aforesaid.

Geo. M. Blocker, J.P.

Maryland, Allegany County, to wit: On this 16th day of December in the year eighteen hundred fifty before the subscriber a Justice of the Peace of the State of Maryland in and for the County aforesaid, personally appeared John H. Clarke the grantee or mortgagee in the within mortgage or instrument of writing named, and made oath on the Holy Evangely of Almighty God that the consideration set forth in the within mortgage or instrument of writing is true & bona fide as the same is therein set forth.

Geo. M. Blocker, J.P.

1850 December 28th received at the time of offering the foregoing mortgage for record fifty cents in lieu of the State of Maryland Stamp tax on the same.

Henry Bruce, Clerk

Allegany County Courthouse, Cumberland, MD, Deed Book 6, p 623, 12/27/1850.

At the request of John H. Clarke the following mortgage was recorded December 27th 1850.

This Indenture made this 12th day of December 1850 between Edward Hays of Washington County in the State of Maryland of the one part, and John H. Clarke of Allegany County, State of Maryland of the other part: Whereas the said Edward Hays by his three obligations duly executed bearing date on the 12th day of December 1850 stands indebted unto the said John H. Clarke, his executors, administrators & assigns in the sum of eight hundred dollars (\$800) current money with condition thereunder written for the payment of the sum, that is to say, one note payable on the first day of March 1850 for two hundred dollars (\$200) dated the 12th day of December 1850, and one other note dated 12th day of December 1850 for three hundred dollars (\$300) and payable nine months after date, and one other note posted 12th day of December 1850 for three hundred dollars (\$300) payable fifteen months after date, as by the said notes and condition may more fully appear. Now this indenture witnesseth that the said Edward Hays in consideration of the said debt or the said Eight Hundred dollars owing to the said John H. Clarke as aforesaid, and for the better securing the payment thereof to the said John H. Clarke his executors, administrators and assigns, the said Edward Hays hath granted, bargained and sold released and confirmed all by these presents doth grant, bargain & sell, release and confirm unto the said John H. Clarke, his heirs & assigns one Canal Boat the name of American Flag, to have and to hold the said Boat with the appurtenances thereunto belonging to the said John H. Clarke, his heirs and assigns forever to his and their own use. Provided always and it is the true intent and meaning of these presents, and the said parties hereunto that if the said Edward Hays, his heirs, executors or administrators do and shall well and truly pay or cause to be paid unto the said John H. Clarke, his executors or administrators or assigns the said full sum of eight hundred dollars (\$800) as aforesaid without any deductions or abatement whatever, it being the balance of the purchase money on the said Boat then and from thenceforth these presents and every matter and thing therein contained shall cease and be utterly null and void, if anything therein to the contrary thereof in anywise notwithstanding. In witness whereof the said parties have hereunto set their hands & seals the day & year first above written.

Signed, sealed & delivered  
in presence of  
Zadock Clarke, a Justice  
of the Peace in and for Allegany County

Edward Hays {Seal}  
John H. Clarke {Seal}

Maryland, Allegany County, to wit: Be it remembered that on this 12th day of December in the year one thousand eight hundred fifty before the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County aforesaid, personally appeared Edward Hays and John H. Clarke the parties in the aforesaid Mortgage or instrument of writing named, and who the undersigned is of his own knowledge satisfied is, and hereby certify them to be the persons who is named & described as and professing to be the parties in the aforesaid mortgage or instrument of writing and acknowledged the same to be their act & deed for the purposes therein mentioned. In Witness whereof I hereunto subscribe my name on the day & year aforesaid.

Zadock Clark, J.P.

Maryland, Allegany County, to wit: On this 12th day of December in the year eighteen hundred and fifty before the subscriber a Justice of the Peace of the State of Maryland in and for said County aforesaid, personally appeared John H. Clarke the mortgagee or grantee in the within mortgage or instrument of writing named, and made oath on the Holy Evangely of Almighty God that the consideration set forth in the within mortgage or instrument of writing is true & bona fide as the same is therein set forth.

Zadock Clark, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 7, p 320, 5/15/1851.

At the request of John H. Clarke the following mortgage was recorded May 15th 1851.

This Indenture made this 28th day of April 1851 between John H. Grove of Washington County in the State of Maryland of the one part, and John H. Clarke of the State of Maryland, Allegany County of the other part: Whereas the said John H. Grove by his several obligations duly executed and bearing date on the 28th day of April 1851, one note or obligation for two hundred dollars payable three months after date and other note payable six months after date for two hundred dollars and one other note payable nine months after date for two hundred dollars one other note payable twelve months for two hundred dollars and the said John H. Grove stands bound unto the said John H. Clarke, his heirs, executors or administrators and assigns in the sum of Eight Hundred dollars current money to be paid as aforesaid as by the said notes may more fully appear.

Now this Indenture Witnesseth that the said John H. Grove in consideration of the said debt or sum of Eight hundred dollars owing to the said John H. Clark as aforesaid and for the better securing the payment thereof to the said John H. Clarke, his executors, administrators or assigns according to the condition of the said bonds and also in consideration of the further sum of five dollars current money to him the said John H. Grove, by the said John H. Clarke in hand well and truly paid at and before the sealing & delivery of these presents the receipt whereof is hereby acknowledged by the said John H. Grove hath granted, bargained & sold released & confirmed and by these presents doth grant, bargain & sell unto the said John H. Clarke, his heirs & assigns one large Canal Boat known by the name Reindeer. To have and to hold the said Boat with the appurtenances thereunto belonging to the said John H. Clarke his heirs and assigns forever to his and their own use & behoof.

Provided always, and it is the true intent & meaning of these presents and of the said parties hereunto, that if the said John H. Grove, his heirs, executors or administrators do & shall well & truly pay or cause to be paid unto the said John H. Clarke, his executors, administrators or assigns the full sum of Eight Hundred dollars payable in such payments and at such times as herein mentioned, without any deduction of abatement whatsoever, then and from thenceforth these presents and every matter & thing therein contained shall cease & be utterly null & void.

And also that if default shall be made in payment of the said sum of Eight Hundred dollars current money or any part thereof at the times or in the manner aforesaid and after default of the payment of any one of the aforesaid notes then the said John H. Grove doth forfeit the said Boat then and from thenceforth it shall and may be lawful to and for the said John H. Clarke, his heirs & assigns to enter and repossess said Boat hereby granted & released or intended to be with the appurtenances and every part & parcel thereof and to have and to hold, posses & enjoy the same of every part thereof to & for the use and benefit of the said John H. Clarke, his heirs & assigns without any let suit interruption disturbance claim and demand whatsoever of from or by the said John H. Grove his heirs or any other person or persons whatsoever.

In testimony whereof the said John H. Grove and John H. Clarke has hereunto subscribed their hands & seal.

Signed, sealed & delivered

John H. Grove {Seal}

in presence of  
Zadock Clark, J.P.

John H. Clarke {Seal}

State of Maryland, Allegany County, Sct: Be it remembered and it is hereby certified that on this 28th day of April 1851 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County aforesaid, personally appeared John H. Grove & John H. Clarke they being known to me to be the parties named within and who are named & described as & professing to be the persons named to the foregoing indenture or instrument of writing and do acknowledge it to be their respective acts & deeds. Acknowledged before me.

Zadock Clark, J.P. {Seal}

Allegany County, Sct: On this 28th day of April 1851 before the subscriber one of the Justices of the Peace in and for Allegany County, personally appeared John H. Clarke and made oath on the Holy Evangely of Almighty God that the within Eight Hundred dollars mentioned in the is just & true.

Zadock Clark, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 7, p 322, 5/15/1851.

At the request of John H. Clarke the following mortgage was recorded May 15th 1851.

This Indenture made this 28th day of April 1851 between Samuel S. Linch of Washington County, State of Maryland of the one part, and John H. Clarke of Allegany County, State of Maryland of the other part: Whereas the said Samuel S. Linch by his several obligations duly executed and bearing date on the 28th day of April 1851, one note or obligation for two hundred dollars payable three months after date and other note payable six months after date for two hundred dollars and one other note payable nine months after date for two hundred dollars one other note payable twelve months for two hundred dollars and the Samuel S. Linch stands bound unto the said John H. Clarke, his heirs, executors or administrators and assigns in the sum of Eight Hundred dollars current money to be paid as aforesaid as by the said notes may more fully appear.

Now this Indenture Witnesseth that the said Samuel S. Linch in consideration of the said debt or sum of Eight hundred dollars owing to the said John H. Clark as aforesaid and for the better securing the payment thereof to the said John H. Clarke, his executors, administrators or assigns according to the condition of the said bonds and also in consideration of the further sum of five dollars current money to him the said Samuel S. Linch to the said John H. Clarke in hand well & truly paid at & before the sealing and delivery of these presents the receipt whereof is hereby acknowledged by the said Samuel S. Linch hath granted, bargained & sold released & confirmed and by these presents doth grant, bargain and sell unto the said John H. Clarke, his heirs & assigns one large Canal Boat by the name of Columbia. To have & to hold the said Boat with the appurtenances thereunto belonging unto the said John H. Clarke his heirs and assigns forever to his and their own use & behoof.

Provided always, and it is the true intent & meaning of these presents and of the said parties hereunto, that if the said Samuel S. Linch, his heirs, executors or administrators do and shall well & truly pay or cause to be paid unto the said John H. Clarke, his executors, administrators or assigns the full sum of Eight Hundred dollars payable in such payments & at such times as herein mentioned, without any deduction of abatement whatsoever, then & from thenceforth these presents and every matter & thing therein contained shall cease and be utterly null & void, and also if default shall be [made] in the payment of the said sum of Eight Hundred dollars current money at the time or in the manner aforesaid and after default of the payment of any of the aforesaid notes then the said Samuel S. Linch doth forfeit the said boat then and from thenceforth it shall and may be lawful to & for the said John H. Clarke, his heirs & assigns to enter and repossess said Boat hereby granted & released or intended so to be with the appurtenances and every part thereof and to have [and to] hold, posses & enjoy the same of every part thereof to & for the use and benefit of the said John H. Clarke, his heirs & assigns without any lawful let suit interruption disturbance claim and demand whatsoever of from or by the said Samuel S. Linch his heirs or any other person or persons whatsoever.

In testimony whereof the said Samuel S. Linch and John H. Clarke have set their hands & seals the day & year first before written.

Zadock Clark, J.P.

Samuel S. Linch {Seal}

John H. Clarke {Seal}

State of Maryland, Allegany County, Sct: Be it remembered and it is hereby certified that on this 28th day of April 1851 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County aforesaid, personally appeared John H. Clarke & Samuel S. Linch being known to me to be the persons who are named and described as and professing to be the same to the foregoing indenture or instrument of writing to be their respective acts & deeds and acknowledged the same before me.

Zadock Clark, J.P. {Seal}

State of Maryland, Allegany County, Sct: On this 28th day of April 1851 before me the subscriber one of the Justices of Peace in and for Allegany County, personally appeared John H. Clarke & made oath on the Holy Evangely of Almighty God that the within Eight Hundred dollars mentioned in the within is just & true. Sworn before me.

Zadock Clark, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 8, p 586, 8/14/1852.

At the request of John H. Clarke the following mortgage was recorded August 14th 1852.

This Indenture made this fifth day of August in the year of our Lord one thousand eight hundred and fifty two, between Noah Gannon of Jefferson County and the State of Virginia of the one part, and John H. Clarke of Allegany County and the State of Maryland of the other part: Whereas the said Noah Gannon has purchased of the said John H. Clarke the Canal Boat "Lake Erie" for the sum of Eleven hundred and twenty five dollars; the payment thereof to be made in this manner: one hundred and twenty five dollars to be paid on the day of sealing of these presents, the receipt of which he doth hereby acknowledge; the remaining one thousand dollars to be paid in nineteen monthly payments; the three first payments to be seventy dollars each; the fifteen following payments to be fifty dollars each, and the last payment to be twenty five dollars; each payment to bear interest from the date of these presents; that is to say, the sum of seventy five dollars to be paid on the fifth day of September, October and November respectively, each payment bearing interest from this date. The sums of fifty dollars on the fifth day of each month thereafter until the said fifteen payments of fifty dollars each, with interest from date, shall have been paid, and the sum of twenty five dollars on the fifth day of March eighteen hundred and fifty four, with interest from this date.

Now therefore, this Indenture Witnesseth that the said Noah Gannon for the better securing of these payments as set forth aforesaid, and for the sum of five dollars current money to him in hand paid by the said John H. Clarke 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 John H. Clarke, his executors, administrators and assigns, the aforesaid canal boat "Lake Erie." To have and to hold the said boat "Lake Erie" unto him the said John H. Clarke, his executors, administrators and assigns, to his and their own use and behoof.

Provided always, and it is determined to be the true intent and meaning of these presents, that if the said Noah Gannon do and shall well and truly pay or cause to be paid unto the said John H. Clarke, his executors, administrators & assigns the aforesaid sums of money as they shall severally and respectively fall due, with legal interest, from the date of these presents as hereinbefore set forth, then and such case these presents and every matter and thing herein contained shall cease, determine and be utterly void to all interests and purposes, anything herein contained to the contrary notwithstanding.

In testimony on the twelfth line first page "The receipt of which he doth hereby acknowledge" -- In testimony whereof the said Noah Gannon has hereunto set his hand and seal on the day and year aforesaid.

Signed, sealed & delivered in presence of  
J. M. Strong

Noah Gannon {Seal}

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this fifth day of August eighteen hundred and fifty two, before the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County aforesaid, personally appeared Noah Gannon, he being known to me to be the person who is named and described as and professing to be the party to the

foregoing deed or indenture, and doth acknowledge the said indenture or instrument of writing to be his act and deed.

And at the same time personally appeared John H. Clark, mortgagee as aforesaid, and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing instrument is true and bona fide as therein set forth.

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

J. M. Strong, J.P.

Received Fifty cents in lieu of the State of Maryland Stamp tax on the above at the time of offering the same for record.

M. Resley, Clerk

Allegany County Courthouse, Cumberland, MD, Deed Book 9, p 503, 4/7/1853.

At the request of John H. Clarke & John Snider the following mortgage was accepted April 7th 1853.

This Indenture made this first day of March in the year of our Lord, eighteen hundred and fifty three, between Smith Artz of Washington County of the one part, and John H. Clarke and [John] Snider of Allegany County, State of Maryland of the other part: Whereas the said Smith Artz by his several obligations duly executed, stand bound unto the said John H. Clarke and [John] Snider, their executors, administrators and assigns in the sum of One thousand dollars current money with a condition there under written for the payment of the sum of one thousand dollars current money, as by said conditions may more fully appear one note for fifty dollars one month after date and one note two months after date for fifty dollars and one note three months after date for fifty dollars and one note four months after date for fifty dollars and one note five months after date for fifty dollars and one note six months after date for fifty dollars and one note seven months after date for fifty dollars with the rest from the first day of August 1853 and one note eight months after date for fifty dollars and one note nine months after date for fifty dollars with interest from the first day of August 1853 and one note ten months after date for fifty dollars with interest from the first day of August 1853 and one note eleven months after date for fifty dollars with interest from the first day of August 1853 and one note twelve months after date for fifty dollars with interest from the first day of August 1853 and one note thirteen months after date for fifty dollars with interest from the first day of August 1853 and one note fourteen months after date with interest from the first day of August 1853 and one note fifteen months after date of fifty dollars with interest from the first day of August 1853 and one note of sixteen months after date of fifty dollars with interest from the first day of August 1853, and one note seventeen months after date for fifty dollars with interest from the first day of August 1853, and one note eighteen months after date of fifty dollars with interest from the first day of August 1853, one note nineteen months after date for fifty dollars with interest from the first day of August 1853, and one note twenty months after date of fifty dollars with interest from the first day of August 1853

Now this Indenture Witnesseth that the said Smith Artz in consideration of the said debt or sum of one thousand dollars owing to the said John H. Clark and [John] Snider as aforesaid and for the better securing the payment thereof with notes due as aforesaid to the said John H. Clarke and [John] Snider, their executors, administrators or assigns according to the conditions aforesaid Smith Artz hath granted, bargained & sold released & confirmed and by these presents doth grant, bargain and sell, release and confirm unto the said John H. Clarke and [John] Snider, their heirs & assigns one Canal Boat by the name of Ann E. Artz to have and to hold the said boat to the said John H. Clarke and [John] Snider, their heirs and assigns forever to their own use & behoof.

Provided always, and it is the true intent & meaning of these presents and of the said parties hereunto, that if the said Smith Artz, his heirs, executors or administrators do and shall well & truly pay or cause to be paid unto the said John H. Clarke and [John] Snider, their executors, administrators or assigns the full sum of one thousand dollars in accordance aforesaid, without any deduction of abatement whatsoever, then these presents and every matter and thing therein contained shall cease & be utterly null & void, and also that if default be made in the payment of any of the aforesaid notes or any part thereof at the times or in the manner aforesaid then and from thenceforth it shall and may be lawful to and for the said John H. Clarke and [John] Snider, their heirs and assigns to repossess said Canal Boat and have hold, posses and enter the same without any lawful let, suit or interruption, disturbance, claim

or damage whatsoever of for and by the [said] Artz, his heirs or any other person or persons whatsoever.

In testimony whereof the said Artz has hereunto subscribed his hand & seal the day and year first above written.

Signed, sealed & delivered in presence of  
Zadock Clark, J.P.

Smith Artz {Seal}

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on the first of March 1853 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Smith Artz who is known to me to be the person and described in the within foregoing indenture or instrument of writing and who signed and executed the same one, acknowledge the same to be his act & deed.

Acknowledged before me.

Zadock Clark, J.P. {Seal}

Maryland, Allegany County, to wit: Be it remembered that on this 3rd day of March 1853 personally appeared John H. Clark and John Snider within named before me the subscriber one of the Justices of the Peace of the State of Maryland in and for the said County and made oath on the Holy Evangely of Almighty God that the sums mentioned in the within obligation is just and true and a bona fide debt due to them. Sworn before

Zadock Clark, J.P.

Received Fifty cents State of Maryland Stamp tax at the time this mortgage was offered for record.  
H. Resley, Clerk