

COMPILATION OF  
MISCELLANEOUS ALLEGANY COUNTY  
CANAL BOAT MORTGAGES  
1832- 1879  
ALLEGANY COUNTY, MD

Compiled by  
William Bauman  
C & O Canal Association Volunteer  
[wdbauman@visuallink.com](mailto:wdbauman@visuallink.com)

Revised, MAY 2018

PREFACE

After some research in the Allegany County Courthouse records the General Index to Miscellaneous Instruments (Vol. A to J and Vol. K to Z) was found and it was from that those volumes that the following records were found usually while searching for something else. The records found for canal boat mortgages, presumably were for new boats built in the various Cumberland Boat Yards.

The two mortgagees, Russell & Graham, are of interest in that they were partners doing business at Town Creek Lock. Who knew?

The list of owners was compared with the General Index aforesaid. It turned out that several owners bought more than one boat, e. g. household furniture, mules, another boat, &c. Those series of purchases could be the basis of a subsequent family history. For example, John Hays bought a canal boat, then some mules, then another canal boat, then I suspect he married and moved ashore because he then bought some household furniture of walnut which was far superior to that expected to be found on a canal boat, then he moved to Baltimore and sold some of that same household furniture, presumably left in Cumberland. When did he sell his boats? Why did he move to Baltimore? That story remains to be developed by his descendents.

While researching something else, I found the canal boat mortgages of Peter H. Rench, Henry Dorges and John G. Stone which are now included.

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.

William Bauman  
Revised, January 2017  
Revised May 2018  
[wdbauman@visuallink.com](mailto:wdbauman@visuallink.com)

Miscellaneous Allegany County Canal Boat Mortgages 1832 - 1879

Miscellaneous Mortgages 1857 - 1876, Allegany County, MD

Owner's Name	Book	Page	Date Recorded	Boat's Name	Purchase Cost
Robert S. McKaig	8	499	5/19/1852	28 Mules 30 Horses	\$3,000
Henry Dorges	13	309	5/12/1855	Sarah Ann & Ellen Bell	\$1,900
Charles B. Thruston	13	391	11/22/1855	Katy Darling	\$1,349.98
Charles B. Thruston	14	86	5/5/1856	John L. Jordan	\$1,400
Peter H. Rench	14	529	6/27/1856	William Albert	\$1,075
John G. Stone	15	510	3/14/1857	Lonaconing No. 1 Lonaconing No. 2	\$1,570 \$1,570
James Westbrook	16	199	8/6/1857	J. P. Wright & 2 Mules	\$1,650
James Morgan	16	201	9/4/1857	D. W. McCleary	\$1,375
Jacob Couter	16	287	8/8/1857	2 horses	\$135
Henry Dorges	16	344	9/10/1857	4 mules	\$500
Henry Dorges	16	676	3/30/1858	10 mules 1 horse	\$160
Henry Dorges	17	252	9/13/1858	Ellen Bell, R. A. Powers. Bettie Maulsby, 10 mules, 1 horse and harnesses & rigging	\$5,710.60
Henry Dorges	17	418	9/16/1858	10 mules 1 horse, Ellen Bell, Sarah Ann & Bettie Maulsby	\$220.97
James F. Merchant	17	683	3/18/1859	Hercules & 3 Horses	\$1,200
James F. Merchant	17	698	3/25/1859	Stephen Castleman	\$500
Thomas H. Keller	18	58	4/11/1859	3 Horses	\$180.69
James Morgan	18	257	7/15/1859	7 mules, 1 horse & 8 sets of harness	\$675.06
John Burton	18	496	12/23/1859	Josiah Witt	\$1,500
Edward Richter	19	461	10/22/1860	William Walsh	\$1,100
Robert Woods	19	462	11/24/1860	M. J. Woods & her teams w/rigs	\$1,500
George Wyatt	20	100	4/7/1862	2 Mules	\$160
John Smith & Conrad Casperline	20	642	4/7/1863	Mary Mertens & 4 Mules	\$650
Michael Rossworm	21	8	8/18/1863	Francis	\$1,550
William Hall	21	218	4/3/1863	Keystone	\$1,800
J. G. Morrison	21	219	5/12/1863	Mary P. C. Morrison	\$1,500
John Renehan	21	221	5/29/1863	Hibernian	\$1,500

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Robert Woods	21	223	6/23/1863	4 mules	3 horses
Thomas V. Hays	21	228	8/26/1863	George W. Spates	\$1,400
Samuel Swain	21	658	5/3/1864	Genevieve Swain	\$1,650
Seth W. M. Buchanan	22	74	9/23/1864	Wm. A. Brydan	\$2,000
George M. Sanbower Eli Sanbower Emanuel Ruse	22	99	3/30/1864	Loretta	\$1,400
Joseph Bonner	22	132	9/23/1864	Mary Alice No. 11	\$2,000
George Rossworm	22	592	4/1/1865	George Long	\$1,288.28
Lewis Miller	22	597	4/6/1865	Defiance	\$1,237.60
John Cole	22	599	4/6/1865	Chesapeake	\$1,287.94
Seth W. M. Buchanan	23	110	7/19/1865	Unexpected	\$800
Levi Porter	24	70	11/20/1865	G. W. McCulloh	\$1,428
James M. Baker	24	510	7/3/1866	G. E. Porter	\$1,000
John McMullen	24	652	8/17/1866	2 mules	\$74.10
Joseph Kirtley	25	646	9/12/1867	4 mules	\$127.37
John Linquist	26	609	12/4/1867	2 mules	\$125
Joseph Kirtley	28	24	4/14/1868	3 mules	\$155.50
Edward V. Gannon & Philip T. Cartwright	28	614	3/25/1869	George Long	\$650
John R. Luckett	29	68	11/13/1868	Fair Play	\$153.98
Alvin Wilson	29	231	2/10/1869	3 mules	\$400
John G. Trieber	31	318	7/15/1870	James C. Clarke	\$1,500
Thomas V. Hays	31	613	2/8/1871	P. J. Smith	\$296.25
Daniel M. Reid	32	340	7/26/1870	4 mules	\$1,000
John T. James	33	660	7/22/1871	4 mules	\$600
Oliver Boley	35	522	5/16/1872	4 mules &c.	\$1,000
George W. Swain	38	136	10/9/1872	4 mules	\$750
Benjamin F. Jackson	39	399	4/7/1873	4 mules	\$875
Richard D. Kerfoot	39	400	4/7/1873	5 mules	\$850
A. L. Miller	39	421	5/3/1873	5 mules	\$850
A. L. Miller	39	421	5/3/1873	3 mules	\$225
Joseph Knowel	39	421	6/28/1873	Lillie Lemmen	\$1,100
Richard D. Kerfoot	40	234	9/22/1873	J. R. Ray	\$2,100
Wesley Bowers	40	240	11/27/1873	3 mules	\$775
Richard D. Kerfoot	40	287	10/1/1874	John R. Ray	\$177.47
Charles M. Thomas	41	132	12/29/1873	Johnnie & Tommie	\$800
John T. Cdeing	41	133	12/29/1873	4 mules & rigging	\$250
Sibbett Ekis	41	322	4/6/1874	E. E. Spielman	\$800
Wesley Bowers	42	360	4/9/1874	Nuttie & Billie	\$1,500
Michael Quigley	43	260	10/24/1874	R. B. Cropley & 5 mules	\$1,750
John Kinney	43	495	12/29/1874	4 mules	\$1,000
S. A. Cox, Trustee	46	494	1/4/1876	Col. J. B. Tice 4 mules & rigging	\$799.30
Laura I. Lewis	47	455	8/18/1876	C. Slack & 2 Mules	\$525.28

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Isaac Manning	50	700	4/20/1878	4 mules	\$233.75
Richard D. Dean	51	171	6/24/1878	1 Horse, 2 Cows 2 Calves & 1 Mule	\$238.46
Peter Quigley	52	428	12/18/1878	6 mules & harness R. L. Gross Malcolm Sinclair	\$600
Jacob Brengle	54	256	11/13/1879	C. W. Brengle 4 mules	\$500
Henry C. Moffett	56	359	4/6/1881	2 Mules &c.	\$150
John B. Hays Mortgages, Deeds and Bills of Sale					
John B. Hays	16	289	8/11/1857	Horace Resley	\$1,425
John B. Hays	17	199	8/3/1858	Minnie Slack	\$1,205
John B. Hays	17	437	10/5/1858	William Hext	\$1,450
John G. Lynn et. al.	17	438	10/6/1858	Minnie Slack	\$270
George C. Perry	18	188	6/7/1859	John B. Hays 3 Mules	\$600
John H. Young	19	348	10/20/1860	Home furniture	\$200.72
Henry D. Carlton	25	131	10/29/1866	Home furniture	\$300
William Hall Mortgages, Deeds and Bills of Sale					
Lemuel Cross	19	126	6/18/1860	Agricultural products	\$124.50
John B. Widener	20	372	11/18/1862	Negro Slave	\$50
A. B. Mayer	22	728	4/29/1865	Keystone	\$2,250
William Hall	23	262	10/17/1865	Amazon	\$2,100
William Hall	28	254	10/21/1868	Richard Bender	\$1,250
Henry J. Johnson	39	460	4/16/1873	Baxter Steam Engine	\$2,000
Louis Smith	39	548	10/24/1873	Amazon John P. Agnew	\$544.50
John Gorman Mortgages, Deeds and Bills of Sale					
John Gorman	22	596	4/6/1865	John Cowden	\$1,336.44
John Gorman	24	326	4/17/1866	John Cowden	\$889.60
John Gorman	43	495	12/29/1874	4 Mules	\$1,000
A. M. Brandt	46	523	4/7/1876	Capt. John R. Masters & 3 Mules	\$650
John Gorman	50	164	9/8/1877	John R. Masters Arthur Lovell & 2 Mules	\$5,000
John Gorman	52	142	7/30/1878	2 Mules	\$200
John Gorman	52	651	4/5/1879	Sycorax	\$1,300

Allegany County Courthouse, Cumberland, MD, Deed Book 8, page 499, 5/19/1852.

At the request of the Borden Mining Company the following Mortgage was recorded May 19th 1852.

This indenture made this 24th day of April in the year eighteen hundred and fifty two, between Robert S. McKaig of Allegany County and State of Maryland of the one part, and the Borden Mining Company, incorporated by an act of Assembly of the State of Maryland, of the other part. Whereas the said Borden Mining Company have agreed to advance from time to time as the said Robert S. McKaig may require, certain sums of money to the said Robert S. McKaig not to exceed at any one time the sum of three thousand dollars, of which sum of three thousand dollars, the sum of five hundred dollars has been already advanced and paid by the said Company to the said McKaig. And whereas the said Robert S. McKaig is desirous to secure the payment of the said sum of five hundred dollars, now advanced and the said further advancements to be made hereafter as aforesaid, he has therefore executed these presents.

Now this Indenture, witnesseth, that the said Robert S. McKaig for and in consideration of the premises, and for and in consideration of the further sum of five dollars, current money, to him in hand paid by the said Borden Mining Company, at of before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, he the said Robert S. McKaig hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Borden Mining Company, its successors and assigns, twenty eight mules and thirty horses, now used by the said Robert S. McKaig on the Chesapeake and Ohio Canal in transporting coal. To have and to hold the aforesaid twenty eight mules and thirty horses unto the said Borden Mining Company, its successors and assigns forever. Provided always and these presents are upon this condition that if the said Robert S. McKaig, his executors or administrators, shall and do well and truly pay or cause to be paid unto the said Borden Mining Company, its successors or assigns, the said sum of five hundred dollars now or heretofore advanced and the said further advancements of the said Borden Mining Company to be hereafter made as aforesaid, on or before the fifteenth day of September eighteen hundred and fifty two, with legal interest on the same from the time of advancement, then and in such these presents and every matter and thing herein contained shall cease, determine and be utterly null and void to all intents and purposes, anything herein contained to the contrary notwithstanding.

In testimony whereof, the said Robert S. McKaig has hereunto subscribed his name and affixed his seal on the day and year just above written.

Signed, sealed and delivered in  
presence of John White

R. S. McKaig {Seal}

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 24th day of April 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 Robert S. McKaig, who is personally known to me to be and professing to be the party grantor in the above mortgage named and described and acknowledged the same to be his act and deed. And at the same time and place before me also appeared Albert C. Green, Agent and Superintendent of the said Borden Mining Company, the mortgagee in the above mortgage named, and made oath that the consideration

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mentioned in the foregoing mortgage is bona fide as therein set forth. In testimony whereof, I have hereunto set my hand on the day and year aforesaid.

John White, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 13, page 309, 5/12/1855.

At the request of T. J. & W. W. McKaig this Mortgage was recorded May 12th 1855.

This indenture made this 11<sup>th</sup> day of May, 1855 between Thomas J. McKaig and William W. McKaig of Allegany County and State of Maryland of the first part and Henry Dorges of the County of Washington and State of Maryland of the second part, whereas the said Henry Dorges now stands indebted unto the said parties of the first part in the sum of nineteen hundred dollars current money for the purchase money of two Canal Boats called "The Sarah Ann" and the "Ellen Bell" sold by the said parties of the first part to him on the 14<sup>th</sup> day of April 1855 to be paid by the said Henry Gorges by procuring and transferring to the said parties of the first part two notes on John G. Stone both dated May 30<sup>th</sup>, 1855 one payable nine months after date for the sum of five hundred and twenty five dollars with interest from date and one other note payable five months after date for two hundred dollars with interest from date and both said notes are guaranteed by the said Dorges to be paid at maturity and the said Dorges hath agreed to run the said Canal Boats regularly and continually in the Coal Trade from Cumberland to Alexandria or Washington whilst the Canal is navigable and to pay to the said McKaigs twenty five dollars per trip on each boat or fifty dollars per trip on both boats and to pay the interest on the Nineteen hundred dollars until all is paid and to execute a mortgage on the said Two Boats and four mules and 6 live horses now belonging to the said Dorges to secure the payment of the money and notes aforesaid and the performance of the aforesaid agreement on his part. Now this Indenture Witnesseth that the said Henry Dorges for and in consideration of the premises and in consideration of the sum of five dollars current money in hand paid by the parties of the first part to the said Dorges the receipt of which is hereby acknowledged he the said Henry Dorges hath granted, bargained and sold unto the said parties of the first part their heirs and assigns the aforesaid two Canal Boats called the "Sarah Ann" and "Ellen Bell" now in his possession and using or running on the Canal in transporting coal and other freight, also one gray horse, one black horse, two dark bay mules and two mouse colored mules now belonging to him and attached to and running in said boats as the teams on said Canal. To Have and to hold the above described two Canal Boats, two horses and four mules unto the said parties of the first part and their assigns forever. Provided always and it is declared to be the true intent and meaning of these presents that if the said notes shall be paid to the said John G. Stone at their maturity and the said Henry Gorges shall pay or cause to be paid the said sum of twenty five dollars on each trip made and to be made by each of the said boats and keep them registered and continually running and making trips on said Canal whilst the same is navigable until the whole of said sum of nineteen hundred dollars and interest is fully paid as aforesaid and shall fully perform the terms of this agreement on his part as above set forth in the preamble to this mortgage then and in such case this mortgage and every matter and thing herein contained shall cease and be utterly null and void to all intents and purposes and the said Henry Dorges for himself and his Executors and Administrators do hereby covenant, promise and agree to and with the parties of the first part their heirs and assigns that he the said Henry Dorges shall and will well and truly pay or cause to be paid unto the said parties of the first part the aforesaid sum of nineteen hundred dollars with interest on the same at such times and after such manner as is hereinbefore set forth and agreed upon the payment thereof.

In Witness whereof the said Henry Dorges hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Signed, sealed, delivered in presence of  
Andrew Gonder

Henry Dorges

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 11<sup>th</sup> day of May, 1855, before the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, aforesaid personally appeared the above named Henry Dorges who is personally known to me to be and professing to be the party grantor in the above mortgage named and acknowledged the same to be his act and deed and at the same time also appeared William W. McKaig, one of the grantees in the above mortgage named and made oath that the consideration set forth in the above mortgage is bona fide as therein set forth. In Testimony whereas I have hereunto set my hand on the day and year aforesaid.

Andrew Gonder, J.P.

Received one dollar state stamp on the foregoing instrument when offered for Record

H. Resley, Clerk

[Transcriber's Note: Per the *Democratic Alleganian* newspaper, published in Cumberland, Md. on March 26, 1859, p. 3, Robert S. McKaig offered at public sale the canal boats Ellen Bell and Sarah Ann, with all the rigging and fixtures belonging to said boats, also 4 bay mules, being one horse and three mare mules, with 4 sets of harness, on Monday, April 4, 1859, at 2 o'clock, P. M., in front of A. J. Boose's Store, at the head of the Canal Basin, in the City of Cumberland.]

Allegany County Courthouse, Cumberland, MD, Deed Book 13, page 391, 11/22/1855.

At the request of the Charles B. Thruston, Trustee, this Deed of Trust was recorded Nov. 22, 1855.

This Indenture made this twentieth day of November in the year of our Lord one thousand eight hundred and fifty five, between Ezra Reynolds, of Allegany County in the State of Maryland of the first part and Charles B. Thruston of the same County and state aforesaid of the second part. Whereas the said Ezra Reynolds now stands bound and indebted unto Frederick Mertens and John Snyder, partners trading and doing business under the name, firm and style of Mertens and Snyder, upon nine promissory notes, each for the sum of ninety dollars and forty five cents, all bearing date the twentieth day of November in the year eighteen hundred and fifty five, all made by the said Ezra Reynolds and George Lynn, President of the Swanton Coal and Iron Company (the said George Lynn having become security for the said Ezra Reynolds at his request and upon the agreement that these presents should be made and executed) and which said promissory notes are payable with interest from date, to the order of Mertens and Snyder as follows, to wit: the first at sixty days after date, the second at four months after date, the third at six months after date, the fourth at eight months after date, the fifth at ten months after date, the sixth at twelve months after date, the seventh at fourteen months after date, the eighth at sixteen months after date and the ninth on the first day of April in the year eighteen hundred and fifty seven. And whereas the said Ezra Reynolds stands also indebted unto the Swanton Coal and Iron Company in the sum of five hundred and thirty five dollars and ninety three cents, current money, with interest thereon from the twentieth day of November in the year eighteen hundred and fifty five. And whereas also it hath been agreed by and between the said Ezra Reynolds and the said Swanton Coal and Iron Company that the said party of the first part shall run and freight his Canal Boat called and known by the name of "Katy Darling" with the coal of and exclusively for the said Swanton Coal and Iron Company through the Chesapeake and Ohio Canal from Cumberland to Georgetown or Alexandria, as the said Company may prefer, at and for such rates of freight per ton as may be paid, generally, from time to time during the continuance of this agreement, by the other incorporated companies for the like transportation of their coal through the said canal from Cumberland to Georgetown or Alexandria.

And whereas also it has been further agreed by and between the said Ezra Reynolds and the said Swanton Coal and Iron Company that out of the amount of freight to accrue and to become due to the said party of the first part from the said Company upon and for each and every trip or voyage of the said Canal Boat from Cumberland to Georgetown or Alexandria, as the case may be, the said Swanton Coal and Iron Company may and shall retain the sum of twenty five dollars to be applied by the said Company towards the payment and satisfaction of the above mentioned nine promissory notes and afterwards when the said promissory notes are thus paid and satisfied the said deductions and retentions of twenty five dollars for each trip or voyage as aforesaid, shall be applied towards the payment and discharge of the aforesaid debt of the said Ezra Reynolds to the said Company of five hundred and thirty five dollars and ninety three cents with interest from the 20<sup>th</sup> day of November 1855 as aforesaid until the whole of said last mentioned debt, with the interest, is fully discharged and extinguished. And whereas also it hath been further agreed by and between the said Ezra Reynolds and the said Swanton Coal and Iron Company and the said Mertens and Snyder, that in order fully to secure the payment of the aforesaid notes and debts, these presents should be made and executed. Now therefore this Indenture Witnesseth that the said party of the first part for and in consideration of the premises and in further consideration of the sum of five dollars to him in hand paid by the said

party 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 party of the second part, his executors, administrators and assigns all that the aforesaid Canal Boat called and known by the name of "Katy Darling" now lying at Cumberland and employed in the transportation of coal in the Chesapeake and Ohio Canal. To Have and to Hold the above named Canal Boat with her appurtenances unto the said party of the second part, his executors, administrators and assigns. In trust, however, and upon the following express conditions, that is to say, if the said party of the first part shall well and truly pay to the said Company or allow them to retain out of the freight on tonnage of the said Canal Boat "Katy Darling" upon and for each trip or voyage of said boat through the Canal aforesaid from Cumberland to Georgetown or Alexandria, as the case may be, the sum of twenty five dollars to be applied by the said Company towards the payment and satisfaction of the said above mentioned and described nine promissory notes and of the aforesaid debt of five hundred and thirty five dollars and ninety three cents to the said Company, until by such payments or retentions the whole of said promissory notes and the indebtedness to said Company with the interest thereon shall be paid and satisfied. And if the said party of the first part shall also well and faithfully and diligently run and freight the said Canal Boat with the coal of and exclusively for the said Company at and after the rates of freight aforesaid, henceforth and until by the deductions and retentions aforesaid to be made from freights and applied by the said Company, in manner aforesaid, the whole of said nine promissory notes and the aforesaid debt due the said Company with interest as aforesaid, shall be fully paid and satisfied. And if the said party of the first part shall also keep the said Canal Boat in a good and sufficient state of repair until the whole of said notes and debts shall be fully paid and satisfied. And if the said party of the first part shall also keep, observe and perform all and every the covenants, premises and agreements herein contained on his part and behalf to be kept, observed and performed, then and in case of full compliance, be the said party of the first part with all these above written conditions and premises, these presents shall become void. But if the said party of the first part shall fail, refuse or neglect to keep, observe, comply with and perform either or any of the above written conditions and premises, then and in such case it shall and may be lawful for the said party hereto of the second part to take immediate possession of the Canal Boat "Katy Darling" aforesaid and sell the same at public sale, upon such terms and notice and at such time and place as to the said party of the second part may seem proper and expedient. And out of the proceeds of such sale the said party of the second part shall pay first the commission and expenses incident to such sale. Secondly, the whole amount that may be due at the time of such sale, upon the said nine promissory notes or such of them as may then be unsatisfied. Thirdly, the aforesaid debt or sum of five hundred and thirty five dollars and ninety three cents, with interest to the Swanton Coal and Iron Company or its assigns. Fourthly, the surplus if any to the said Ezra Reynolds. And the said Ezra Reynolds doth by these presents, covenant, promise and agree to and with the Swanton Coal and Iron Company and the said Mertens and Snyder in manner following, that is to say, that he will well and truly pay the whole of the promissory notes and debts aforesaid or allow the said Company to retain the same from freights in manner aforesaid. And also, that he will well and faithfully and diligently run and freight the said Canal Boat through the said Canal from Cumberland to Georgetown or Alexandria, as the said Company may from time to time prefer, at and after the rates of freight aforesaid until the deductions and retentions aforesaid, from freights to be made in manner aforesaid, the whole of said promissory notes and debts herein above mentioned shall be fully paid and satisfied. And also, that he will keep the said Canal Boat in a good and sufficient state of repair. And it is further mutually understood and agreed that if at any time when

the said party of the first part shall present and offer the said Canal Boat to be loaded with Coal at the usual loading place of said Company at Cumberland, the said Company shall declare themselves unable or unprepared to load and freight the said boat within a reasonable time thereafter, then and in such case the said party of the first part shall have the privilege of freighting and transporting coal for that next trip or voyage for any other parties in said Canal Boat, repaying, however, to the said Company the sum of twenty five dollars for that trip to be applied in like manner as the deductions and retentions aforesaid.

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

Signed, sealed and delivered  
in the presence of (the words  
“al” “parties to these presents” and  
“offer” being erased and the words  
“sell” & the said Mertens & Snyder  
being interlined before signing, sealing)  
Andrew Gonder

Ezra Reynolds {Seal}

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this twentieth day of November in the year of our Lord eighteen hundred and fifty five, before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County aforesaid personally appeared Ezra Reynolds who I am of my own knowledge satisfied is and hereby certify him to be the person named and described as and professing to be the party grantor in and to the foregoing instrument of writing and duly acknowledged the same to be his act and deed.

Acknowledged before,

Andrew Gonder, J.P.

Received one dollar State of Maryland stamp tax on this instrument when offered for record.

H. Resley, Clerk

Allegany County Courthouse, Cumberland, MD, Deed Book 14, page 86, 5/5/1856.

At the request of the Charles B. Thruston, this Deed of Trust was recorded May 5<sup>th</sup> 1856.

This Indenture made this fifth day of May in the year of our Lord one thousand eight hundred and fifty six, between Nancy Bowers of Allegany County and State of Maryland of the first part and Charles B. Thruston of the same County and State of the second part. Whereas said Nancy Bowers now stands bound and indebted unto Frederick Mertens and John Snyder, partners trading unto the name, firm and style of Mertens and Snyder, upon three promissory notes each for the sum of two hundred and thirty three and one third dollars all dated April 14<sup>th</sup> 1856, made by said Nancy Bowers payable one at six months, another at twelve months, and the third at eighteen months after date, to the order of George Lynn, President of the Swanton Coal and Iron Company and by said President endorsed and delivered to said firm of Mertens and Snyder, all of said notes bearing interest from said April 14<sup>th</sup> 1856, which said endorsement was made for and at the request of said Nancy Bowers and whereas the said Nancy Bowers is also indebted unto the Swanton Coal and Iron Company in the sum of five hundred dollars with interest from the day last aforesaid payable to said Company in the manner hereinafter specified, both of which aforesaid sums amounting together said three notes having been given for the sum of seven hundred dollars in three installments to [blank] hundred dollars constitute the balance of the purchase money for the Canal Boat "John L. Jordan" bought by said Nancy Bowers from the Swanton Coal and Iron Company for the sum of fourteen hundred dollars, two hundred of which has been paid by said Nancy Bowers in cash, the said seven hundred [dollars] for which said three notes were given being amount due on said Boat to said Mertens and Snyder by the Swanton Coal and Iron Company and the said five hundred dollars, the balance due the Swanton Coal and Iron Company by said Nancy [Bowers] as aforesaid and whereas also the said Nancy Bowers has agreed at the request of said Swanton Coal and Iron Company and said Mertens and Snyder to secure the payment of said two last sums of money as hereinafter stated and whereas also hath agreed to and with the Swanton Coal and Iron Company that she will run and freight the Canal Boat "John L. Jordan" with the Coal of and exclusively for said Swanton Coal [and Iron] Company on the Chesapeake and Ohio Canal from Cumberland to Georgetown or Alexandria as the said Company may prefer at and for such rates of freight per ton of coal as may be paid generally from time to time during the continuance of this agreement by the major part of coal shipped at Cumberland for the like transportation of their coal to Georgetown and Alexandria, and whereas also the said Nancy [Bowers] has agreed with the said Company that said Company may retain out of the freight money for each trip made by said Nancy [Bowers] with said Boat for the transportation of coal by said Company as aforesaid, the sum of thirty dollars to be applied by the said Company to the payment of said endorsed notes in the first place, and second to the payment of said five hundred dollars with interest as aforesaid until the whole thereof is fully paid and satisfied and whereas also said Nancy [Bowers] hath further agree to and with said Company, that in addition to said installments of said dollars as aforesaid, she the said Nancy [Bowers] will pay to said Company every three months beginning the calculation of the same from said April 14<sup>th</sup> 1856 all the interest that may and shall accrue on the whole twelve hundred dollars hereby secured to be paid, crediting, however, each retention or payment of thirty dollars to be allowed or made by said Nancy [Bowers] on each trip so as to stop interest to that extent as soon as said Nancy [Bowers] shall present said Boat for reloading at Cumberland, next after the trip on and by which said retention or payment of thirty dollars shall have been last earned or made and whereas also, the said Nancy [Bowers] and the

Swanton Coal [and Iron] Company have mutually agreed that in case in said Nancy [Bowers] should at any time or times present said Boat at Cumberland to said Company for loading and the said Company shall state that they are not ready to load for the next trip, that the said Nancy [Bowers] may then load said Boat for that trip to and for any other parties, the said Nancy [Bowers] however in every such case paying said Company for said trip the sum of thirty dollars out of the freight money for such trip and that the said Company is not to be charged with any demurrage either at Georgetown, Alexandria or Cumberland and the said Nancy [Bowers] agrees to and with said Company that she will freight said Boat and run on said Canal with same diligently and faithfully, keeping said Boat in good repair until the whole amount of twelve hundred dollars aforesaid is fully paid and satisfied with interest as aforesaid at her own sole cost, charges and expense in consideration of the faithful performance of all which aforesaid premises and understandings by said Nancy [Bowers] the said Company hereby promises said Nancy [Bowers] that she will pay said aforesaid notes to said Mertens and Snyder at the maturity of said notes, whether some of the retentions and payments of thirty dollars on each trip so to be made and earned by said Nancy [Bowers] and the said interest payments so to be made by said Nancy [Bowers] to or any of them be sufficient for that purpose or not the said Company thereby protecting, and intending to protect said money in the use, contest and possession of said Boat provided she performs all and singular her promises and understandings to and with said Company with due diligence and good faith. Now therefore this Indenture Witnesseth that said Nancy Bowers for and in consideration of the premises and of the sum of one dollar to her in hand paid, the receipt whereof is hereby acknowledged, hath given, granted, bargained and sold, and by these presents doth give, grant, bargain and sell unto Charles B. Thruston, his executors, administrators and assigns the Canal Boat "John L. Jordan" now in the Chesapeake and Ohio Canal with her tackle, apparel and furniture. To Have and to Hold the said Canal Boat with her tackle, apparel and furniture unto said Charles B. Thruston his executors, administrators and assigns in trust, however, and on the following conditions, to wit: that if the said Nancy Bowers and the said Swanton Coal and Iron Company shall both fail to pay and satisfy either or any of the said three notes first herein aforesaid at the maturity of the same to said Mertens and Snyder, their executors, administrators or assigns with all the interest that may have accrued thereon, that the said trustee shall take immediate possession of said Boat and sell her for cash at public auction to the highest bidder, giving notice of said sale as said trustee may deem sufficient and shall apply the proceeds of sale to the payment [of] costs, expenses and commissions incidental and usual to trustees sales, secondly to the full payment and satisfaction of said three notes so given and endorsed to said Mertens and Snyder as aforesaid with all the interest that may have accrued thereon or such part or parts of the same as may then be unpaid, whether all of said notes may then be due or not entirely if such default in payment shall have occasioned by reason of the neglect or misconduct of the said Nancy Bowers or on account of the non-fulfillment by her or her several promises or undertakings or any of them entered into with said Swanton Coal and Iron Company as aforesaid; then said trustee shall pay next the sum of five hundred dollars with interest to said Swanton Coal and Iron Company or its assigns and the balance if any to the said Nancy Bowers, but if such default in payment shall have occurred by reason of the neglect or failure of the said Swanton Coal and Iron Company to fulfill their promises entered into with said Nancy [Bowers] and without any fault upon her part, then the said trustee shall thirdly pay to said Nancy Bowers the sum of two hundred dollars with interest from April 14<sup>th</sup> 1856 and also all the retentions and payments and interest payments made by said Nancy [Bowers] or retained from her with due legal interest thereon under and by virtue of the agreement herein contained or specified with said Company and the balance if any to said Company or its

assigns and intent also that if the said Nancy Bowers shall fail to perform all or any of the promises or understandings on her part to be performed to or for said Company as stated aforesaid, and the same shall be provided to the satisfaction of said trustee by said Company or its assigns that then it shall be the duty of said trustee upon being requested so to do by said Company or its assigns to take immediate possession of said boat, and to convert her into cash in the manner stated in the foregoing provision and to apply the proceeds of sale in the first and second place as is therein stated; then thirdly to pay to said Swanton Coal and Iron Company or its assigns the said sum of five hundred dollars with interest due thereon as aforesaid and also all such parts of said Mertens and Snyder notes as said Company may have paid if any with proper legal interest thereon, or so much of all of the same as may be due to said Company whether the same or any of the same is actually mature and payable or not and the balance if any to said Nancy Bowers; and on this further trust that if the said Nancy Bowers shall faithfully and truly perform all her several undertakings, and promises to and with said Swanton Coal and Iron Company as hereinbefore stated, and the said Nancy Bowers shall prove to the satisfaction of the trustee that the Swanton Coal and Iron Company has failed to pay any of, or any part of any of the said Mertens and Snyder notes upon the maturity of any of the same as the said Company has heretofore agreed as aforesaid that then upon the request of the said Nancy Bowers it shall and may be lawful for and the said trustee is hereby authorized and empowered to sell and convey at public sale to the highest bidder all the interest of the Swanton Coal and Iron Company in and to said Canal Boat and the money interest to be paid them hereby in said notice as said trustee may deem advisable for cash and the said trustee shall apply the proceeds of such sale first to the payment of costs and expenses including commissions to himself, secondly to the full payment and satisfaction of so much of the [blank], or such part of these notes of said Mertens and Snyder (whether all of the same be then due or not as may then remain and be unpaid and the balance if any to said Company or its assigns. In Witness whereof the said Nancy Bowers hath hereto set her hand and seal and the said George Lynn, President of the Swanton Coal and Iron Company hath subscribed the same on the day and year first hereinbefore written.

Signed, sealed and  
delivered in presence of  
Andrew Gonder

her  
Nancy X Bowers {Seal}  
mark  
George Lynn, President of the  
Swanton Coal and Iron Company

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this fifth day of May in the year of our Lord eighteen hundred and fifty six before me the subscriber a Justice of the Peace of the State of Maryland in and for the County aforesaid, personally appeared Nancy Bowers who I am of my own knowledge satisfied is and hereby certify her to be the person named and described as and professing to be the party grantor named in the foregoing deed and duly acknowledged the same to be her act and deed for the purposes therein mentioned.

Remembered before  
Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 14, page 529, 6/27/1856.

At the request of A. C. Green this Mortgage was recorded June 27th 1856.

This Indenture made this 11th day of June in the year of our Lord eighteen hundred and fifty six between John W. Rench of Frederick County in the State of Maryland of the one part and A. C. Green of Allegany County and said State of the other part. Whereas the said A. C. Green has this day sold to the said Rench the Canal Boat "William Albert" at and for the sum of ten hundred and seventy five dollars which the said Rench is to pay in installments of thirty five dollars each for every trip made by said Boat from Cumberland to Alexandria, Washington City or Georgetown, until the entire sum of said purchase money is paid with interest thereon from this date, crediting the respective payments thereon as of the time when such payments shall be made, the said Rench is to run the said Boat for the Borden Mining Company at current rates and wages and whence the said Rench with a view to secure the regular and due payment of said installments according to the covenants of the said Rench hereinafter inserted is willing to execute these presents. Now this Indenture Witnesseth that the said Rench for and in consideration of the premises and of the sum of one dollar to him in hand paid by the said A. C. Green hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said A. C. Green the said Canal Boat "William Albert." To have and to hold unto the said A. C. Green, his executors, administrators and assigns forever, provided nevertheless and it is hereby declared to be the true intent and meaning of these and of the parties hereunto that if the said Rench shall well and truly pay unto the said A. C. Green the aforesaid installments of thirty five dollars each with the interest thereon until the whole amount of said purchase money shall be fully paid according to the covenant of said Rench hereinafter set forth then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void, anything to the contrary thereof notwithstanding. And the said Rench for himself, his heirs, executors and administrators, doth hereby covenant, promise and agree to and with the said A. C. Green that he will regularly run the said Canal Boat on trips from Cumberland to Georgetown, Washington City or Alexandria without intermission or lying by except when prevented from getting loading at Cumberland by strikes of the miners of coal, or by an unavoidable obstruction in the Canal and that he will pay the aforesaid installments of thirty five dollars with the interest thereon from this date until paid, for each trip so made, or for each trip as he covenants the same shall be made. And this Indenture further Witnesseth that the said A. C. Green is to have the right in his discretion to take possession of said Canal Boat if at any time the said Rench shall fail to make the payments of the said installment according to the covenant hereinbefore written.

In testimony whereof, the said J. W. Rench hath hereunto subscribed his name and affixed his seal on the day and year first herein written.

Delivered in presence of  
Andrew Gonder

John W. Rench {Seal}

State of Maryland, Allegany County, to wit:

Be it remembered and it is hereby certified that on this 11th day of June eighteen hundred and fifty six before me, a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared John W. Rench and acknowledged the foregoing instrument of writing to be his

act and deed. In testimony whereof, I hereunto subscribe my name in the day and year aforesaid.  
Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 15, page 510, 3/14/1857.

At the request of Lonaconing Coal & Transportation Company this Mortgage was recorded March 14th 1857.

This Mortgage made this twenty sixth day of February in the year of our Lord one thousand eight hundred and fifty seven, by John G. Stone of Washington County in the State of Maryland. Witnesseth, that whereas the Lonaconing Coal and Transportation Company of Allegany County hath agreed to [sell to] the said John G. Stone two Canal Boats respectively called "Lonaconing No. 1" and "Lonaconing No. 2." and built by H. N. & J. W. Easby of Washington City, at and for the sum of fifteen hundred and seventy dollars for each boat making the total purchase money for the two boats the sum of three thousand one hundred and forty dollars and which said purchase money is to have interest from the first day of June in the year eighteen hundred and fifty six: and whereas also the following payments have been made to the said Company on account of the purchase money of the said two boats, that is to say, on account of the "No. 1." there have been paid the following sums, to wit: June 30th 1856 there was paid the sum of thirty dollars, September 4th 1856, September 11th 1856, October 9th, October 27th and November 18th 1856, there was paid the sum of thirty dollars on each of said days; so that the whole amount paid on account of the purchase money of the said boat "No. 1." is the sum of two hundred and five dollars; and on account of boat "No. 2." the following payments have been made to the said Company, to wit: on June 30th 1856 the sum of thirty dollars, in August 1856 the sum of twenty dollars on 15th October 1856 the sum of thirty five dollars and on November 3rd 1856 the sum of thirty five dollars so that the whole amount paid on account of the purchase money of said boat "No. 2." is the sum of one hundred and twenty dollars. And whereas the balance of the purchase money due upon the aforesaid two canal boats is to be paid in installments of thirty five dollars for each and every trip that either one of said boats may make from Cumberland to Georgetown or Alexandria or Washington City until the entire balance of said purchase money is paid with the interest accruing thereon, crediting each payment as of the time when the same is made and to secure the payment of the balance of said purchase money this Mortgage is executed. Now therefore the said John G. Stone in consideration of the premises and of the sum of one dollar doth bargain and sell unto the said Lonaconing Coal and Transportation Company of Allegany County the said two canal boats called "Lonaconing No. 1" and "Lonaconing No. 2." Provided nevertheless that the said John G. Stone shall well and truly pay unto the said Lonaconing Coal and Transportation Company of Allegany County the aforesaid installments of thirty five dollars each for each and every trip each one of said canal boats may make on the Chesapeake and Ohio Canal as aforesaid until the whole balance of said purchase money with the interest thereon shall be fully paid as hereinbefore specified according to the covenants of the said John G. Stone as hereinafter set forth, then and from thenceforth this Mortgage shall be void. And the said John G. Stone for himself, his executors and administrators doth hereby covenant and agree to and with the said Company that he will regularly run the said two canal boats on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Washington or Alexandria without interruption or lying by except when prevented from getting loading at Cumberland by strikes of the miners of coal or by breaches in the canal or from the fact that the canal is not open for navigation and that he will pay the aforesaid installments of thirty five dollars per trip so made by the said boats respectively or for each trip as he herein covenants the same shall be made. And this Mortgage further witnesseth that the said Company is to have the right in its discretion to take possession of the said two canal boats if the said Stone shall at any time fail to

make the payments of the installments according to the covenants hereinbefore written. Witness my hand and seal:

Attest - J. Reitzell

John G. Stone {Seal}

State of Maryland, Washington County, to wit: I hereby certified that on this twenty seventh day of February in the year eighteen hundred and fifty seven, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Washington County, personally appeared John G. Stone, and acknowledged the foregoing Mortgage to be his act and deed.

J. Reitzell, J.P.

Maryland, Washington County, to wit:

I hereby certify that Jacob Reitzell Gentleman before whom the foregoing acknowledgement was made and who hath thereunto subscribed his name was at the time of so doing one of the Justices of the Peace in and for said County duly elected, commissioned and sworn. In testimony whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for said County this 12th day of March, Anno Domino, 1857.

{Seal}

Isaac Nesbitt, Clk.

State of Maryland, Allegany County, to wit:

Be it remembered that on this thirteenth day of March in the year 1857 before the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared Alexander Ray, President of the Lonaconing Coal and Transportation Company of Allegany County and made oath in due form of law that the consideration set forth in the foregoing deed of Mortgage is true and bona fide as therein set forth. Sworn before

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 16, page 199, 8/6/1857.

At the request of Thurston & Myers Trustees this Mortgage was recorded August 6th 1857.

Whereas I James Westbrook of Allegany County, Maryland, purchased some time since of the Scranton Coal and Iron Company, the Canal Boat "J. P. Wright" now on the Chesapeake and Ohio Canal and one mouse colored mare mule and one other grayish or spotted dun mare mule at and for the sum of sixteen hundred and fifty dollars, of which said sum there now remains unpaid the sum of fifteen hundred and eighteen dollars with interest from September 1st 1854; and whereas at the time I purchased said property, I agreed to and with said Company that I would keep the same in good repair and working order on said Canal and pay the said purchase money aforesaid with interest by paying to said Company or its assigns the sum of forty two and one half dollars for every trip that the said canal boat should make over said Canal or any part of the same from Cumberland to the District of Columbia, Alexandria or any other point east of Cumberland; and I also agreed to secure the payment of said purchase money by a mortgage of said property; and whereas said Scranton Coal and Iron Company have conveyed all their property to George A. Thurston and Michael A. Myers, trustees for the benefit of their creditors and said trustees have inserted within mortgage, security for the payment of the balance due from first said property to said Company and its assigns. Now Therefore, I said James Westbrook of Allegany County and State of Maryland, being now indebted unto George A. Thurston of said County and State and Michael A. Myers of the City of New York, Trustees as aforesaid and their assigns in the sum of fifteen hundred and eighteen dollars with interest from September 1, 1854, in consideration thereof and of the premises do hereby bargain and sell to the said Thurston and Myers Trustees and their assigns the aforesaid property, to wit: the Canal Boat "J. P. Wright" and the two mare mules aforesaid, now engaged in boating coal over the Chesapeake and Ohio Canal from Cumberland. Provided that if I James Westbrook shall keep said property in good order and repair and constantly engaged in the transportation of coal, lumber or other articles from Cumberland over and upon said Canal, whenever the said Canal is open for navigation; and shall also pay to the said Trustees or their assigns the sum of fifteen hundred and eighteen dollars with interest from September 1st 1854, by paying said Trustees or their assigns the sum of forty two and one half dollars for every trip that said Canal Boat makes or ought to make from Cumberland as aforesaid upon said Canal, until said balance of said purchase money is fully paid with interest as aforesaid, then these presents shall be void. And provided that in default of payment, the said Trustees or their assigns may sell the above mortgaged property for cash at Cumberland, at public sale, first giving ten days notice in some newspaper printed in Cumberland, of the time, place, manner and terms of sale. Witness my hand and seal this sixth day of August 1857.

Teste: the words "seventeen" erased

James Westbrook {Seal}

& "sixteen" and "fifty" inserted. "Sixty  
eight" erased three times and "Eighteen"

inserted. The words "with her tackle, apparel  
and furniture" erased. "Fifth" date at end altered to  
"sixth." "James" altered to "J." in name of boat.

Wm. Gephart

Andrew Gonder

Miscellaneous Allegany County Canal Boat Mortgages 1832 - 1879

State of Maryland, Allegany County, to wit: I hereby certify that on this sixth day of August in the year eighteen hundred and fifty seven before me the subscriber, a Justice of the Peace of the State of Maryland, in and for the County aforesaid, personally appeared James Westbrook and acknowledged the foregoing mortgage to be his act; and at the same time before me also appeared George A. Thurston and made oath in due form of law, that the consideration set forth in the said mortgage is true and bona fide as therein set forth.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 16, page 201, 9/4/1857.

At the request of Thurston & Myers Trustees this Mortgage was recorded September 4th 1857.

Whereas I James Morgan of Allegany County, in the State of Maryland, purchased from the Scranton Coal and Iron Company, the Canal Boat "D. W. McCleary" now on the Chesapeake and Ohio Canal in the State of Maryland, for the sum of thirteen hundred and seventy five dollars, of which there remains unpaid the sum of one thousand and eleven and one half dollars with interest from the third day of September 1857; and whereas at the time of the purchase of said property, I agreed to keep the same in good running order and repair, on said Canal and pay said purchase money to said Company and its assigns in sums of twenty five dollars, for and immediately after each and every trip that the said Canal Boat should make over said Canal or any part thereof from Cumberland; and also agreed at the same time to secure payment of the whole purchase money and interest in manner aforesaid by a mortgage of said property to said Company; and whereas said Scranton Coal and Iron Company has conveyed all its property to George A. Thurston and Michael A. Myers, trustees for the benefit of its creditors, who have required this mortgage security for the payment of said balance of purchase money and interest owing by me as aforesaid. Now Therefore, I said James Morgan, being indebted unto George A. Thurston of Allegany County, in the State of Maryland, and Michael A. Myers of the City of New York, Trustees, as aforesaid, in the sum of one thousand and eleven and one half dollars with interest from the third day of September 1857, in consideration thereof and of the premises, do hereby bargain and sell unto the said George A. Thurston and Michael A. Myers Trustees as aforesaid and their assigns, the aforesaid property, to wit: the Canal Boat "D. W. McCleary", now engaged in the transportation of coal on said Canal from the City of Cumberland on and over the Chesapeake and Ohio Canal. Provided that if I James Morgan shall keep said Canal Boat in good running order and repair; constantly engaged in the transportation of coal or other freight from Cumberland, over and upon said Canal, whenever the same is open for navigation; and shall also pay to the said Trustees or their assigns the sum of one thousand eleven and one half dollars with interest from the third day of September 1857, by payments to the said Trustees or their assigns of twenty five dollars, for and immediately after each and every trip or voyage that said Canal Boat makes or ought to make or might make, from Cumberland as aforesaid, until said balance of purchase money and interest as aforesaid, is fully paid, then these presents shall become void. And provided also that in default of payment, or of any proviso aforesaid, in manner and terms aforesaid, the said Trustees or their assigns, may sell the above mortgaged property for cash at public sale, in front of the St. Nicholas Hotel, in the City of Cumberland, first giving ten days notice in some newspaper printed in Cumberland, of the time, place, manner and terms of sale. Witness my hand and seal this third day of September 1857.

Teste: Andrew Gonder

James Morgan {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this third day of September in the year one thousand eight hundred and fifty seven before the subscriber, a Justice of the Peace of the State of Maryland, in and for the County aforesaid, personally appeared James Morgan and acknowledged the foregoing mortgage to be his act; and at the same time also appeared before me George A. Thurston one of the mortgagees therein named and made oath in due form of law, that the consideration set forth in said mortgage is true and bona fide as therein set forth.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 16, page 287, 8/8/1857.

At the request of Horace Resley and Jesse Kornes this Mortgage was recorded Aug. 8, 1857.

This Mortgage made this fourth day of August in the year eighteen hundred and fifty seven, by Jacob Couter, of Allegany County, in the State of Maryland. **Witnesseth**, that whereas Jesse Kornes and Horace Resley, of said county and state, have this day become securities as endorsers upon a promissory note for the sum of sixty dollars bearing even date herewith and made payable, with interest at the Cumberland Bank of Allegany, at three months after the date thereof. And whereas the said Horace Resley and Jesse Kornes have become sureties, as endorses, upon one other promissory note for the sum of seventy five dollars, bearing even date herewith and made payable, with interest, at the said Bank, at six months after the date thereof. And whereas, with a view to secure, save harmless and keep indemnified the said Horace Resley and Jesse Kornes and each of them, of, from and against all loss or damage they or either of them, may or shall sustain by reason of the surety-ship aforesaid, he, the said Jacob Couter doth execute these presents.

Not therefore, the said Jacob Couter, in consideration of the premises and of the sum of one dollar, doth hereby bargain and sell to the said Jesse Kornes and Horace Resley, one bay horse and one gray mare. Provided, that if the said Jacob Couter shall pay off and discharge the said promissory notes, with the interest thereon, at the maturity, and shall in every respect, save harmless and keep indemnified the said Horace Resley and Jesse Kornes and each of them, of, from and against all loss or damage, which they or either of them, shall or may sustain by reason of the surety-ship aforesaid, then this mortgage shall be void. And the said Jacob Couter covenants that he will pay off and discharge the said promissory notes at maturity and that if default shall be made in the payment of the money aforesaid, or the interest thereon at the time or in the manner aforesaid, then it shall be lawful for the said Horace Resley and Jesse Kornes, or of either of them, to sell the said Mortgaged premises at Cumberland, by public auction for cash or on a credit after giving after at least ten days public notice, of the time, place, manner and terms of sale, by hand bills set up in the town of Cumberland at least ten days prior to the day of sale, to pay the debt and the surplus, if any, over to the said Jacob Couter.

Witness my hand and seal.

Test: J. B. Widener

Jacob Couter {Seal}

State of Maryland, Allegany County, Sct: I hereby certify that on this fourth day of August in the year eighteen hundred and fifty seven, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County aforesaid, personally appeared Jacob Couter and acknowledged the foregoing mortgage to be his act. And at the same time before me, also personally appeared Jesse Kornes and made oath in due form of law, that the consideration in the said Mortgage is true and bona fide as therein set forth.

J. B. Widener, J.P.

State of Maryland, Allegany County, Sct: I hereby certify that on this eighth day of August in the year eighteen hundred and fifty seven, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County aforesaid, personally appeared Horace Resley and made oath in due form of law, that the consideration in the foregoing Mortgage is true and bona fide as therein set forth.

J. B. Widener, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 16, page 344, 9/10/1857.

At the request of the Frostburg Coal Co. this Mortgage was recorded Sept. 10th 1857.

This deed made this 9<sup>th</sup> day of September in the year eighteen hundred and fifty seven, between Henry Dorges of Washington County and State of Maryland and the Frostburg Coal Company of Allegany County. Witnesseth, Whereas the said Frostburg Coal Company has become security and liable by its signature as the security of the said Henry Dorges on his note dated Aug. 28<sup>th</sup> 1857 to James H. Anderson of Williamsport for five hundred dollars payable twelve months after date with interest from date, being the balance due from the said Dorges to said Anderson for the four mules hereinafter described. And whereas in consideration of the aforesaid liability and suretyship of the said Frostburg Coal Company on said note for said Dorges, he the said Dorges covenants and agrees with said Company that he will pay the said note and interest thereon when it becomes due and that he the said Dorges will execute a mortgage to the said Frostburg Coal Company on the said four mules and his Canal Boat called "Ellen Bell" to secure said Company. And the said Dorges also agrees that he will run his four boats called the "Ellen Bell," "Bettie Maulsby," "Sarah Ann" and "Perry's Victory," in conveying coal from Cumberland to Alexandria and other points continually during this season and until the said note is paid, whilst the Canal is navigable and the said Company can furnish the coal, and not for any other person or Company. The Frostburg Coal Company are to pay and allow him the same prices for freight as are paid by other companies and load and unload the boats with the usual or common dispatch. Therefor to secure the said Company for its liability in said note, and for the performance of the aforesaid covenant on the part of the said Dorges, he has executed this mortgage. Now this deed Witnesseth that the said Henry Dorges for and in consideration of the premises and for the further sum of five dollars to him in hand paid by the said Frostburg Coal Company, at or before the sealing and delivery of these presents, doth grant, bargain and sell unto the said Frostburg Coal Company and its successors and assigns, the four mules aforesaid, purchased by the said Dorges from the said J. H. Anderson, being one black horse mule, one blue "doll" mule, two bay mare mules, called "Sal" and "Rose," and also one Canal Boat called "Ellen Bell," which said mules and canal boat are now in the possession of the said Dorges on the Chesapeake and Ohio Canal. To Have and to Hold the said four mules and Canal Boat unto the said Frostburg Coal Company, its successors and assigns. Provided that if the said Henry Dorges shall pay the said note of five hundred dollars and interest thereon to the said J. H. Anderson, or his ordered, when the same becomes due and save the said Company harmless from all costs and charges on account of the same and shall perform and keep the aforesaid covenants and agreements with said Frostburg Coal Company as mentioned and specified in this mortgage, then these presents shall be void.

Witness my hand and seal this 9<sup>th</sup> day of September 1857.

Test: J. M. Strong

Henry Dorges {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 9<sup>th</sup> day of September in the year 1857, personally appeared before the subscriber, a Justice of the Peace for Allegany County aforesaid, Henry Dorges and acknowledged the foregoing mortgage to be his act and deed.

J. M. Strong, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 16, page 676, 3/30/1858.

At the request of the Frostburg Coal Co. this Mortgage was recorded March 30, 1858.

I, Henry Dorges, now in Allegany County, Maryland, being now indebted to the Frostburg Coal Company in the sum of one hundred and sixty dollars, with interest from this date, in consideration thereof, do hereby bargain and sell to the said Frostburg Coal Company and its assigns, the following property, to wit: ten mules and one horse now in possession of the said Henry Dorges at Cumberland in said Allegany County and used by him in running his boats on the canal and lately fed and wintered at B. Graves about four miles from Hancock in Washington County, Maryland. And also, one Canal Boat called "Perry's Victory" purchased by said Dorges from said Company for the sum of two hundred and fifty dollars and which is not yet paid to said Company. Provided that if the said Dorges shall run his four Canal Boats called "Ellen Bell," "Sarah Ann," "Bettie Maulsby" and "Perry's Victory" and carry coal exclusively for the said Frostburg Coal Company as soon as the Canal is opened and said company is ready to furnish coal and freight and continue during the spring and summer season to carry coal for said company when they shall have coal or freight to be carried and shall pay to said company the said one hundred and sixty dollars with interest thereon from the 13<sup>th</sup> day of March instant out of the freights that may be due on the first coal carried by any and all of said boats to be retained by said company or if the said Dorges shall pay the said sum of money with interest on or before the first day of June 1858 in cash, at the option of said company, then these presents shall be void.

Witness my hand & seal this 29<sup>th</sup> day of March, 1858.

Test: Andrew Gonder

Henry Dorges {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 29<sup>th</sup> day of March in the year 1858, before the subscriber, a Justice of the Peace in and for Allegany County aforesaid, personally appeared the above named Henry Dorges and acknowledged the foregoing mortgage to be his act. Also at the same time personally appeared W. W. McKaig, President and Agent of the Frostburg Coal Company and made oath that the consideration mentioned and set forth in said mortgage is true and bona fide and that he is agent of the said Frostburg Coal Company and authorized to make said affidavit.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 17, page 252, 9/13/1858.

At the request of R. S. McKaig the following Mortgage was recorded September 13<sup>th</sup>, 1858.

This Deed made this 11<sup>th</sup> day of September in the year 1858 between Henry Dorges of Washington County, but now being in Allegany County, Maryland of the first part & Robert S. McKaig of the County and State last aforesaid of the other part.

Whereas the said Henry Dorges now stands indebted unto Thomas J. McKaig and W. W. McKaig, Trustees upon a certain mortgage made to them by the said Henry Dorges on the 11<sup>th</sup> May 1855 to secure the payment of the sum of nineteen hundred dollars and also upon the promissory note dated the 6<sup>th</sup> day of September 1855 in the further sum of three hundred dollars for the purchase money of two mules purchased from the said McKaig's as Trustees and upon said mortgage and note there is still due about the sum of one thousand dollars to the said McKaigs as Trustees. And whereas the said Henry Dorges is also indebted unto the said R. S. McKaig in the sum of nine hundred seventy dollars and sixty cents on account of the repairs and rebuilding the Canal Boat now called "R. A. Powers" and also in the further sum of two hundred and fifty dollars on general account to the said R. S. McKaig and whereas the said Henry Dorges is also indebted unto the Frostburg Coal Company in the sum of two hundred and fifty dollars with interest from about the first day of January 1857 for the purchase money of the Canal Boat called "Perry's Victory" and whereas the said Henry Dorges is also indebted unto John Sarin of Washington County, Maryland in about the sum of five hundred and forty dollars upon a certain mortgage and whereas the said Henry Dorges is also indebted unto James Anderson in the further sum of five hundred dollars with interest thereon from about the 28<sup>th</sup> day of August 1857 for four mules sold to him by the said Anderson and for which said five hundred dollars the said Henry Dorges executed his promissory note and procured the Frostburg Coal Company to become security on the same to the said Anderson and the said Henry Dorges executed a mortgage to the said Frostburg Coal Company on said four mules and also on the Canal Boat called "Ellen Bell" & which said mortgage is recorded amongst the land records of Allegany & Washington County in the State of Maryland and whereas the said Henry Dorges is not now able to pay the above named debts and being desirous to pay the said debt with all the interest and costs that may be due on the same and to have them paid in the order in which they are above named, he hath executed this deed of trust to the said R. S. McKaig upon the trusts hereinafter specified.

Now this deed Witnesseth that the said Henry Dorges for and in consideration of the trust aforesaid in the said R. S. McKaig herein specified and in consideration of the sum of five dollars current money in hand paid by the said R. S. McKaig to the said Henry Dorges and which is hereby acknowledged hath bargained and sold unto the said Robert S. McKaig all the right, title, interest and claim of him the said Henry Dorges both at law and in equity in and to the following property, to wit: one canal boat called the "Ellen Bell" with all the rigging & fixtures on the same, also the canal boat called the Sarah Ann," "R. A. Powers," and the "Bettie Maulsby" with all the rigging, fixtures and appurtenances to the said Boats belonging, also two black horse mules with harness, four bay mules being one horse and three mare mules, one mouse colored mare mule, two black mare mules, one light bay horse mule and one roan horse, together with all the several sets of harness used and belonging to the aforesaid mules and horse.

To have and to hold all the above described property unto the [said] Robert S. McKaig in trust as follows: that the said Robert S. McKaig shall proceed and sell all the above described canal boats, mules, horse, harness and the other property upon giving ten days public notice of the time, place and manner of sale upon cash sales or upon giving such credit on the sales and such further notice by advertisement at three public places in the town of Cumberland and by advertisement in one or more newspapers in the city of Cumberland as he shall deem expedient in making sale of said property and the proceeds arising from the sale or sales to be applied first to the payment of the expenses of sale and the usual commissions to the Trustee and then to the payment of the above mortgages, notes and debts, with the interest that may be due thereon as above specified & mentioned in this deed of trust and in the order and preference above specified or as may be found by the priority of dates of the liens and then out of the surplus, if any, to pay all the other creditors of the said Henry Dorges, such debts as the said Dorges may justly owe and to pay the same pro-rata, to the creditors specified or intended to be specified in this class & finally out of the surplus, if any, after paying all the just debts to be paid over to the said Henry Dorges, his executors, administrators & assigns.

In witness whereof, the said Henry Dorges has hereto subscribed his name & affixed his seal this 11<sup>th</sup> day of Sept. 1858.

Henry Dorges {Seal}

State of Maryland, Allegany County, to wit:

I hereby certify that on this 11<sup>th</sup> day of September 1858, before the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County aforesaid personally appeared the above named Henry Dorges and acknowledged the foregoing deed of trust to be his act. And at the same time also appeared before me the above named Robert S. McKaig grantee in the above deed of trust and made oath that the consideration set forth in the above deed of trust is bona fide as therein set forth.

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

Allegany County Courthouse, Cumberland, MD, Deed Book 17, page 418, 9/16/1858.

At the request of Andrew J. Boose this Mortgage was recorded Sept. 16<sup>th</sup>, 1858.

I, Henry Dorges of Allegany County in the State of Maryland, being now indebted to Andrew J. Boose of Allegany County, Maryland in the sum of two hundred and twenty dollars and ninety-seven cents with interest from the first day of September 1858, in consideration thereof to hereby bargain and sell to the said Andrew J. Boose, the following property: one roan horse, two black mare mules, one dun colored horse mule, three bay horse mules, one bay mare mules, one mouse colored mule, two black horse mules. Also, my right, title and interest in the three boats called "Ellen Bell," "Sarah Ann" and "Bettie Maulsby," together with all the rigging on said boats, such as ropes, stoves and cabin furniture, belonging to said boats. Also, all the harness belonging to me now in use with the aforementioned stock. Provided, that if I, the said Henry Dorges shall pay the said Andrew J. Boose the sum of two hundred and twenty dollars and ninety-seven cents, with interest thereon, on or before the fourth day of October, in the year 1858, then these presents shall be void. And I hereby covenant, that in default of payment, the said Andrew J. Boose, may sell the said property herein mentioned, after giving ten days notice of the same, by public hand bills and sell the same for cash or credit, and first pay himself and all expenses, and the overplus, if any, pay the same to me. In Witness whereof I have subscribed my name and affixed my seal on this fourth day of September, in the year of our Lord 1858.

Test: Andrew Gonder

Henry Dorges {Seal}

State of Maryland, Allegany County, to wit: On this 4<sup>th</sup> day of September in the year of our Lord 1858, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, appeared Henry Dorges and acknowledged the foregoing mortgage to be his act. And at the same time also appeared Andrew J. Boose and made oath on the Holy Evangely of Almighty God that the consideration set forth in the said mortgage is bona fide and true as therein set forth. In testimony whereof, I have subscribed my name.

Andrew Gonder, J.P.

I hereby release the above mortgage. Witness my hand and seal this 5<sup>th</sup> day of April, 1859.

Test: H. Resley, Clerk

A. J. Boose

per J. J. McHenry, deputy clerk

Allegany County Courthouse, Cumberland, MD, Deed Book 17, page 683, 3/18/1859.

At the request of R. S. McKaig this Mortgage was recorded March 18th 1859.

This Indenture made this 14th day of March in the year of our Lord 1859, between R. S. McKaig of Allegany County in the State of Maryland of the first part, and James F. Merchant of Loudon County in the State of Virginia of the second part. Witnesseth, whereas the said R. S. McKaig has this day sold to the said James F. Merchant the canal boat called "Hercules" at and for the sum of twelve hundred dollars, which the said James F. Merchant is to pay unto the said R. S. McKaig, and his assigns, in installments of forty five dollars each, for all the trips made by 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 such payments shall be made. And whereas it was a part of said contract of purchase and sale, that the said James F. Merchant 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 R. S. McKaig, 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 James F. Merchant hereby covenants and agrees with the said R. S. McKaig and his assigns to fulfill and perform. And whereas the said James F. Merchant is anxious to secure unto the said R. S. McKaig and his assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said R. S. McKaig and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said James F. Merchant is willing to execute these presents.

Now this Indenture Witnesseth, that the said James F. Merchant for and in consideration of the premises, hath granted, bargained and sold unto the said R. S. McKaig the canal boat called "Hercules" & team of 3 horses, to have and to hold the same forever. Provided nevertheless that if the said James F. Merchant shall well and truly pay unto the said R. S. McKaig or his assigns, the aforesaid installments of purchase money with interest, upon each and every trip as aforesaid, until the whole shall be fully paid; and shall well and truly do and perform all the covenants on his part to be done and performed, as set forth in this mortgage, then this instrument of writing shall be void; otherwise to remain in full force and virtue in law.

And this Indenture further Witnesseth that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said James F. Merchant to make regular payments on account of said purchase money, as herein provided, or in case of failure to perform any of the covenants named in this mortgage, then and in either event the said R. S. McKaig or his assigns, is hereby authorized to take immediate possession of said canal boat & team, and after ten days notice thereof, in a public newspaper printed in Cumberland City, to sell said boat at public sale as Mortgagee, to the highest bidder for cash or credit; and out of the proceeds of such sale, pay first the expenses of such sale and publication, and the balance due to the said R. S. McKaig or his assigns, and if there be an

overplus, the said R. S. McKaig or his assigns are to pay the same to the said James F. Merchant or his assigns.

In witness whereof, the said James F. Merchant hath subscribed his name and affixed his seal.

Teste: Andrew Gonder

James F. Merchant {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 17th day of March in the year of our Lord 1859 before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, appeared James F. Merchant and acknowledged the foregoing mortgage to be his act.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 17th day of March in the year 1859 before me the subscriber, a Justice of the Peace in and for Allegany County, personally appeared R. S. McKaig, 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 17, page 698, 3/25/1859.

At the request of Andrew J. Boose this Mortgage was recorded March 25th 1859.

This Mortgage made this 16th day of March in the year 1859. James F. Merchant, now of Allegany County in the State of Maryland, residing therein and engaged in the business of boating on the Chesapeake and Ohio Canal, to Andrew J. Boose of the said County. Witnesseth, Whereas the said Boose in consideration of the covenants hereinafter contained on the part of the said Merchant to be observed and performed, and also in further consideration of the sum of Five hundred dollars to be paid to the said Boose by the said Merchant, as follows, to wit: the sum of fifty dollars a trip for each of the first four trips made by the Canal Boat hereinafter named, between Cumberland and Alexandria or Georgetown, and the sum of thirty five dollars a trip for each trip thereafter made by the said canal boat between the points aforesaid, until the said sum of five hundred dollars with interest thereon from date, was fully paid to the said Boose. Sold to the said Merchant, the Canal Boat known and called the "Stephen Castleman" and whereas it was understood and agreed at the time of said sale that the payment of the said sum of five hundred dollars and the interest thereon in the installments and in the manner hereinafter specified and also the performance of the covenants hereinafter contained on the part of said Merchant, to be performed, was to be secured by a mortgage to be executed and acknowledged by the said Merchant. Now therefore, This Mortgage Witnesseth that the said James F. Merchant, in consideration of the premises and of the sum of one dollar to him paid, doth hereby bargain and sell to the said Andrew J. Boose the following property, to wit: the Canal Boat known as and called the "Stephen Castleman" which said boat is now engaged and used in the transportation of coal on the line of the Chesapeake and Ohio Canal between Cumberland and Alexandria and Georgetown.

And the said James F. Merchant for the consideration aforesaid covenants and agrees that he will run the aforesaid canal boat regularly during the boating season on the Chesapeake and Ohio Canal in the transportation of coal between Cumberland Maryland and Alexandria in Virginia or Georgetown in the District of Columbia, with not less than two good horses or mules and with a crew of not less than three persons, one of whom shall be a sober and experienced steersman; and further that he will pay to the said Andrew J. Boose, the sum of fifty dollars a trip for each of the first four trips made by the said Canal Boat between the points aforesaid, and the sum of thirty five dollars a trip for each trip thereafter, to wit: after the first four trips aforesaid, made by the said Boat between the points aforesaid, until the sum of five hundred dollars, with interest from date thereon, is fully paid by the said Merchant to the said Boose; and further that he will not sell or dispose of the said canal boat without the permission and consent of said Boose, until the whole purchase money therefore is paid as hereinbefore expressed.

Provided however, that if the said James F. Merchant shall in all respects comply with all and every of the covenants and agreements hereinbefore contained by him to be performed and observed, and shall fully pay and satisfy the said Boose, the said sum of five hundred dollars, in the installments and in the manner hereinbefore specified, then this Mortgage shall be void; but it is further understood and agreed that if the said Merchant shall fail in any respect to observe and perform any of the covenants and agreements hereinbefore contained and expressed to be performed, then the said Boose may take possession of the said Canal Boat, and sell it at public sale to the highest bidder, for cash or

on such terms as he may think fit after giving twenty days previous notice of the time, place and terms of said sale, and after paying all costs and expenses incurred by him in and about the sale, shall apply the net proceeds thereof to the payment of the money still due him by the said Merchant; and then the surplus if any to be paid over to the said Merchant.

Witness my hand and seal.

Attest: Andrew Gonder  
Jacob Brengle

James F. Merchant {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 16th day of March in the year 1859, before me the subscriber a Justice of the Peace of the State aforesaid in and for the County aforesaid personally appeared James F. Merchant and acknowledged the foregoing mortgage to be his act.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: I hereby certify that on this 24th day of March in the year 1859 before me the subscriber a Justice of the Peace for the State aforesaid in and for the County aforesaid personally appeared Andrew J. Boose and made oath in due form of law that the consideration in the foregoing mortgage set forth is true and bona fide as therein set forth.

Andrew Gonder, J.P.

I hereby release the above mortgage. Witness my hand and seal this 5th day of April 1861.

Witness: H. Resley, Clerk

A. J. Boose

Allegany County Courthouse, Cumberland, MD, Deed Book 18, page 58, 4/11/1859.

At the request of The American Coal Company this Mortgage was recorded April 11th 1859.

This Mortgage made this 26th day of March in the year one thousand eight hundred and fifty nine, by Thomas H. Keller.

Witnesseth, that in consideration of the sum of one hundred and eighty dollars and sixty eight cents, now due from the said Thomas H. Keller to The American Coal Company, the said Thomas H. Keller doth grant unto the said American Coal Company the following property: one gray horse, one gray mare & one brown horse. Provided, that if the said Thomas H. Keller shall pay on or before the 22nd day of June next, to the said American Coal Company the sum of one hundred and eighty dollars and sixty eight cents, with interest thereon from the date hereof, then this mortgage shall be void.

In witness whereof I the said Thomas H. Keller, has subscribed his name and affixed his seal.

Test: Andrew Gonder

Thomas Sheridan

Thomas H. Keller {Seal}

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 26th day of March in the year of our Lord 1859 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, appeared Thomas H. Keller and acknowledged the foregoing mortgage to be his act. In testimony whereof, I have subscribed my name.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: On this 28th day of March in the year of our Lord 1859 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County appeared Henry Thomas Weld, Agent for The American Coal Company, and made oath in due form of law that the consideration set forth in the foregoing mortgage was true and bona fide as therein set forth. In testimony whereof, I have subscribed my name.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 18, page 257, 7/15/1859.

At the request of Anthony Kean this Mortgage was recorded July 15<sup>th</sup> 1859.

I, James Morgan of Allegany County, Maryland, being now in debt to Anthony Kean, of said County & State, in the sum of six hundred and seventy five dollars and six cents by note dated the 14<sup>th</sup> day of July 1859 & payable on demand, in consideration thereof, do hereby bargain & sell to the said Anthony Kean the following property, that is to say, two gray mules five years old, five bay mules & one mule with a white spot on his side, & one white mare ten years old, and eight sets of Canal Harness and two lots of canal boat furniture, on the boats David W. McCleary & William Borden.

Provided that if I the said James Morgan shall pay to the said Anthony Kean the said sum of six hundred and seventy five dollars and six cents, with the lawful interest thereon, on or before the first day of October, 1859, then these presents shall be void. And Provided also, and it is hereby agreed between the parties to these presents, that if default shall be made by the said James Morgan, his executor or administrator, in payment of the said sum of six hundred and seventy five dollars and six cents, or any part thereof, with lawful interest thereon, at the time specified in these presents, then & in such case, it shall be lawful for the said Anthony Kean his executors, administrators or assigns to sell the above mortgaged property, at public sale, in the City of Cumberland, after two notices in the newspapers published in said City, of the time, place & terms of said sale, and the said [sale] shall be for cash.

Witness my hand and seal this fourteenth day of July in the year of our Lord eighteen hundred and fifty nine.

Test: Andrew Gonder

James Morgan {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 14<sup>th</sup> day of July, in the year of our Lord eighteen hundred and fifty nine, personally appeared before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County aforesaid, James Morgan and acknowledged the foregoing mortgage or deed to be his act. And at the same time and place, also appeared before me the said Justice of the Peace, Anthony Kean, the mortgagee in the said Mortgage named, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the said Mortgage is true and bona fide as therein set forth.

Andrew Gonder, J.P.

[Transcriber's Note: Per the *Civilian & Telegraph* newspaper, published in Cumberland, Md. on Sept. 19, 1861, p. 2, Anthony Kean offered at public sale two grey mules, three bay mules, one mule with a white spot on his side, eight sets of canal harness, and two lots of canal boat furniture. The two canal boats mentioned in the above mortgage were not part of the collateral and thus not part of the public sale; one has to wonder how the boats could be operated without mules, harness and boat furniture.]

Allegany County Courthouse, Cumberland, MD, Deed Book 18, page 496, 12/23/1859.

At the request of Cupp & Brawley this Mortgage was recorded December 23. 1859.

This Indenture made this 22 day of Dec. in the year of our Lord 1859, between Cupp & Brawley of Cambria County in the State of Pennsylvania of the first part and John Burton of Indiana County in the State of Pennsylvania of the second part. Witnesseth, Whereas the said Cupp & Brawley have this day sold to the said John Burton the Canal Boat called Josiah Witt at and for the sum of fifteen hundred dollars, which the said John Burton is to pay unto the said Cupp & Brawley and their assigns, in installments of forty five dollars each, for all the trips made by said boat from Cumberland to Georgetown, Alexandria or Washington City, until the entire purchase money is paid with interest from date, crediting the respective payments thereon, as of the time when such payments shall be made. And Whereas it was a part of said purchase and sale, that the said John Burton 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 the receive the loads of said boat promptly at each trip with the coal of such company, or person, as said Cupp & Brawley or their assigns, shall direct, and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Allegany Mining Company, and such other companies as are now shipping coal from Cumberland on the Chesapeake and Ohio Canal to Georgetown, Alexandria and Washington City, and to keep said boat in proper repair, all of which said stipulations the said John Burton hereby covenants and agrees with the said Cupp & Brawley and their assigns to fulfill and perform. And Whereas the said John Burton is anxious to secure unto the said Cupp & Brawley and their assigns the regular and due payment of each and every installment of said purchase money and also to secure to the said Cupp & Brawley and their assigns, the regular, prompt and due performance of the covenants aforesaid, the said John Burton is willing to execute these presents.

Now this Indenture Witnesseth that the said John Burton for and in consideration of the premises, hath granted, bargained and sold unto the said Cupp & Brawley the Canal Boat called Josiah Witt & Rigging, to have and to hold the same forever. Provided, nevertheless, that if the said John Burton shall well and truly pay unto the said Cupp & Brawley 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 in 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 Burton 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 Cupp & Brawley or their assign, are hereby authorized to take immediate possession of said boat & rigging, 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 balance due to said Cupp & Brawley or their assigns, and if there be an excess, the said Cupp & Brawley or their assigns are to pay the same to the said John Burton or his assigns.

In Witness whereof the said John Burton hath subscribed his name and affixed his seal.

Test: John B. Keller

John Burton {Seal}

Andrew Gonder

State of Maryland, Allegany County, to wit: I hereby certify that on this 22<sup>nd</sup> day of December in the year of our Lord 1859, before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County, appeared John Burton, 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 22<sup>nd</sup> day of December, 1859, before me the subscriber a Justice of the Peace in and for Allegany County, personally appeared Dennis Brawley one of the firm of Cupp & Brawley, 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 set forth 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 above mortgage. Witness my hand and seal this 5th day of April 1861.

Witness: H. Resley, Clerk

A. J. Boose

[Transcriber's Note: Per the *Civilian & Telegraph* newspaper, published in Cumberland, Md. on Jan. 30, p. 2; Feb. 6, p. 3; and Feb. 18, 1862, p. 3: This boat and furniture were put up for sale at public auction by Cupp & Brawley on Monday, Feb. 10, 1862. Apparently the first sale was not satisfactory and it was rescheduled. The boat was three years old.]

Allegany County Courthouse, Cumberland, MD, Deed Book 19, page 461, 10/22/1860.

At the request of Henry & Jesse Kerns this Mortgage was recorded October 22nd 1860.

This Indenture made this 22nd day of October in the year of our Lord 1860 between Jesse and Henry Kerns of Allegany County in the State of Maryland of the first part and Edward Richter of Allegany County in the State of Maryland of the second part.

Witnesseth, Whereas the said Jesse & Henry Kerns have this day sold to the said Edward Richter the Canal Boat called "William Walsh" at and for the sum of seven hundred and forty dollars, which the said Edward Richter is to pay to the said Jesse & Henry Kerns and his assigns, in installments of forty dollars each, for all the trips made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, or any other place, until the entire purchase money is paid, with interest thereon from date, crediting the respective payments thereon, as of the time when such payments shall be made.

And whereas, it was a part of said contract of purchase and sale that the said Edward Richter shall use the said boat in freighting coal from Cumberland to the points aforesaid, in regular trips both day and night if loading can be had with as much expedition and regularity as can be reasonably done on the Chesapeake and Ohio Canal to Georgetown, Alexandria and Washington City or any other place, and to keep said boat in proper repair; all of which said stipulations the said Edward Richter hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always that if the said Jesse & Henry Kerns and their assigns to fulfill and perform.

And whereas the said Edward Richter is anxious to secure unto the said Jesse & Henry Kerns and their assigns, the regular and due payment of each and every installment of said purchase money; and also, to secure to the said J & H Kerns and their assigns, the regular, prompt and due performance of the covenants aforesaid, the said Edward Richter is willing to execute these presents.

Now this Indenture Witnesseth, that the said Edward Richter for and in consideration of the premises hath granted, bargained, and sold unto the said Jesse & Henry Kerns the Canal Boat called "William Walsh" to have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns, forever. Provided nevertheless, that if the said Edward Richter shall well and truly pay unto the said Jesse & Henry Kerns, or their assigns, the aforesaid installments of purchase money with the interest upon each and every trip as aforesaid until the whole shall be fully paid; and shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this mortgage, then this instrument of writing shall be void; otherwise to remain in full force and virtue in law.

And this instrument further witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said Edward Richter 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 Jesse & Henry Kerns 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 canal 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 Jesse & Henry Kerns, or their assigns, and if there be an overplus the said Jesse & Henry Kerns or their assigns are to pay the same to the said Edward Richter or his assigns.

In witness whereof, the said Edward Richter hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder

Edward Richter {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 22nd day of October in the year of our Lord 1860, before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Edward Richter and acknowledged the foregoing instrument to be his act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 22nd day of October 1860 before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Jesse Kerns, one of the firm of Jesse & Henry Kerns 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.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 19, page 462, 11/24/1860.

At the request of Robert S. McKaig this Mortgage was recorded November 24th 1860.

This Indenture made this 20th day of November in the year of our Lord 1860 between Robert S. McKaig of Allegany County in the State of Maryland of the first part and Robert Woods of Allegany County in the State of Maryland of the second part.

Witnesseth, Whereas the said Robert S. McKaig has this day sold to the said Robert Woods the Canal Boat called "M. J. Woods" at and for the sum of fifteen hundred dollars, which the said Robert Woods is to pay unto the said Robert S. McKaig and his assigns, in installments of forty dollars each, for all the trips made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, until the entire purchase money is paid, with interest thereon from 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 Robert Woods 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 R. S. McKaig 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 Robert Woods hereby covenants and agrees with the said Robert S. McKaig and his assigns to fulfill and perform.

And whereas the said Robert Woods is anxious to secure unto the said Robert S. McKaig and his assigns, the regular and due payment of each and every installment of said purchase money; and also, to secure to the said R. S. McKaig and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said Robert Woods is willing to execute these presents.

Now this Indenture Witnesseth, that the said Robert Woods for and in consideration of the premises hath granted, bargained, and sold unto the said Robert S. McKaig the Canal Boat called "M. J. Woods" and her teams and rig, to have and to hold the same forever. Provided nevertheless, that if the said Robert Woods shall well and truly pay unto the said Robert S. McKaig, or his assigns, the aforesaid installments of purchase money with the interest upon each and every trip as aforesaid until the whole shall be fully paid; and shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this mortgage, then this instrument of writing shall be void; otherwise to remain in full force and virtue in law.

And this instrument further witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said Robert Woods 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 Robert S. McKaig or his assigns, is hereby authorized to take immediate possession of said boat, teams and rig and after ten days notice thereof,

in a public newspaper printed in Cumberland City, to sell said canal boat, teams and rig 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 Robert S. McKaig, or his assigns, and if there be an overplus the said R. S. McKaig or his assigns are to pay the same to the said R. Woods or his assigns.

In witness whereof, the said Robert Woods hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder

Robert Woods {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 20th day of November in the year of our Lord 1860, before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Robert Woods and acknowledged the foregoing instrument to be his act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 20th day of November 1860 before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared R. S. McKaig, 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.

Description of the team meant in this mortgage, to wit: one brown horse, one brown mare and one sorrel mare.

Robert Woods

Allegany County Courthouse, Cumberland, MD, Deed Book 20, page 100, 4/7/1862.

At the request of John Code this Mortgage was recorded April 7th, 1862.

I, George Wyatt of Allegany County in the State of Maryland having purchased on this 17th day of April in the year 1862 one black mule and one bay mule of John Code of said County and State, for the sum of one hundred and sixty dollars: In consideration thereof, do hereby bargain and sell unto the said John Cole the said two above described mules to secure the payment of the said sum of one hundred and sixty five dollars with interest. Provided that if I the said George Wyatt shall pay to the said John Cole the said sum of one hundred and sixty dollars, with interest, in installments of twenty five dollars, whenever I shall have made a trip with the Canal Boat called "Mary Ellen," or any other boat that the said mules may be put to for the purpose of freighting coal from Cumberland to Georgetown, Alexandria or any other port east of Cumberland, then this mortgage shall be void. The said George Wyatt covenants not to use said mules for any other purpose than freighting coal, on the Chesapeake and Ohio Canal, and not to dispose of them, until the said John Cole shall have been fully paid, and in case he the said George Wyatt shall fail to pay the said John Cole the installments as aforementioned, then the said Cole may seize said mules, or either of them, to satisfy said claim, or any part that may remain due, with interest as aforesaid.

In witness whereof, the said George Wyatt hath subscribed his name and seal this 7th day of April 1862.

Teste: Andrew Gonder

George Wyatt {Seal}

State of Maryland, Allegany County, to wit: On this 7th day of April 1862 personally appeared before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, George Wyatt, and acknowledged the foregoing mortgage to be his act, and at the same time also appeared before me John Cole and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

In testimony whereof, I have subscribed my name.

Andrew Gonder, J.P.

I hereby release the within mortgage. Witness my hand and seal this 17th day of March 1862 [sic].

Witness J. J. McHenry

his  
John x Cole {Seal}  
mark

Allegany County Courthouse, Cumberland, MD, Deed Book 20, page 642, 4/7/1863.

At the request of George Rossworm this Mortgage was recorded April 7th, 1863.

We, John Smith and Conrad Casperline of Allegany County, in the State of Maryland, being now indebted to George Rossworm of the said County and State, in the sum of six hundred and fifty dollars, with interest to run from the date hereof, in consideration thereof do hereby bargain and sell to the said George Rossworm the following property, that is to say the Canal Boat "Mary Mertens," and all its rigging, one mouse colored horse mule called "Bill," one gray mare mule called "Jen," one black mare mule called "Jin," one bay mare mule called "Bird" and all their harness. Provided that if the said John Smith and Conrad Casperline shall, at the completion of each trip which we may [be] able to make from Cumberland to and from either Georgetown or Alexandria, as the case may happen, pay to the said George Rossworm the sum of seventy five dollars until the whole of the said six hundred and fifty dollars is paid, then these presents shall be void.

And it is hereby agreed between the parties hereto that should the said John Smith and Conrad Casperline fail to make payment of any of the said installments of the said George Rossworm shall be and he is hereby authorized to proceed, after having first given ten days notice of such sale to sell at public auction in Cumberland the said property to pay the whole mortgage debt and the surplus if any over to the said John Smith and Conrad Casperline. And the said John Smith and Conrad Casperline hereby agree & covenant that they will commence to run the said boat from & to and from the points hereinbefore mentioned as soon as possible and continue so to run it during the season while the Canal remains open and loading for the boat can be procured. And should they fail to comply with the covenants for the space of two weeks it is hereby agreed that the said Rossworm should be & he is hereby authorized to sell the said mortgaged property at the place, in the manner, upon the terms and for the purposes above mentioned. Witness our hands and seals.

Teste: Theo. A. Hopkins  
Andrew Gonder

John Smith {Seal}  
In German, Conrad Casperline {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 23rd day of March 1863, before the subscriber a Justice of the Peace of the said State, in and for the County aforesaid, personally appeared John Smith and Conrad Casperline and acknowledged the foregoing mortgage to be their respective act. And at the same time, before me, also appeared George Rossworm, & made oath in due form of law that the consideration in the said mortgage is true and bona fide as therein set forth. In testimony whereof, I have subscribed my name.

Andrew Gonder, J.P.

I hereby release the within mortgage. Witness my hand & seal this 14th October, 1863.

Witness: C. L. Hoblezill

George Rossworm {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 21, page 8, 8/18/1863.

At the request of the Borden Mining Co. & F. Mertens this Mortgage was recorded Aug. 18th 1863.

This Deed made this fourteenth day of August in the year eighteen hundred and sixty three, by Michael Rossworm of Allegany County, in the state of Maryland, of the first part. Witnesseth that said Michael Rossworm is indebted to the Borden Mining Company, incorporated by an Act of the General Assembly of the State of Maryland, Chapter 318, in the sum of seven hundred and seventy five dollars with interest thereon from the 20th of July and also unto Frederick Mertens of Allegany County in said State in a like sum of seven hundred and seventy five dollars with interest from said 20th July in the year aforesaid, both sums being the purchase money for the Canal Boat "Francis" now on the Chesapeake and Ohio Canal sold to said Michael Rossworm by said Borden Mining Company and said Mertens on the conditions and security herein mentioned and hereby evidenced and made which said Michael Rossworm, party hereto of the first part, agrees to pay unto the said Borden Mining Company and its assigns, in installments of twenty five dollars with interest on the whole amount due it, and unto the said Mertens and his assigns in installments of twenty five dollars with interest on the whole amount due him, on each and all of the trips made by said Canal Boat from the City of Cumberland to Alexandria or any other port, or City, or place of delivery on said Canal until the whole sums and interest thereon as first hereinabove stated is respectively paid in full to it the said Borden Mining Company and its assigns, and to him said Frederick Mertens, and his assigns; the said installments to be credited as of the date of their payments, and the amount of principal bearing interest being the principal sums aforesaid with interest as aforesaid from this date until payment of first installment is made; and afterwards, the balance of said principal sums remaining unpaid, after crediting the various installments from time to time as the same are paid by said Michael Rossworm.

And whereas it was a part of the consideration agreed to be paid for said Canal Boat by said Michael Rossworm that he should use said boat in freighting coal from Cumberland to the points aforesaid in regular trips, both day and night, with as much expedition and regularity as can be reasonably done with a double team whenever required by the said Borden Mining Company and Frederick [Mertens] to receive and load said boat promptly for each trip from Cumberland with the coal of said Borden Mining Company or of such company or person as said Borden Mining Company, and its assigns, shall direct; and to freight and carry the same at lowest current rates, which shall be paid by the American Coal Company, C. E. Detmold, and such other leading companies as may be at the time, shipping coal on said Canal from Cumberland to Alexandria, Georgetown, Washington City and other points thereon. He the said Michael Rossworm during the whole period when any of said sums of money aforesaid remain unpaid, at his own sole expense, keeping said Canal Boat in proper running order and repair. Now therefore the said Michael Rossworm hereby covenants to and with the said Borden Mining Company & assigns, so long as any part of the sum aforesaid due it from him remains unpaid, and he the said Michael Rossworm also covenants & agrees to and with said Frederick Mertens that so long as any part of the sum aforesaid is due him, Mertens, from him said Michael Rossworm, his heirs, executors and administrators shall and will fully perform and fulfill the stipulations and considerations aforementioned as part of the consideration now agreed to be paid and rendered by him for said Canal Boat, as aforesaid.

And whereas it was also a part of the consideration of the purchase of said boat, that in case the said Canal Boat should be by any accident or otherwise wholly destroyed, or so much injured as to be valueless and not worth repairing before the said sums of money due on and for said boat as aforesaid shall have been fully paid in installments as aforesaid, or in any other manner, that he said Michael Rossworm should within thirty days thereafter pay the balances or balance at such time remaining unpaid to them the said Borden Mining Company and Frederick Mertens, and to either, and the assigns of either, that may then be unpaid. Now therefore the said Michael Rossworm covenants to and with the said Borden Mining Company, that in case of such injury or destruction as aforesaid of said Boat, he said Michael Rossworm will in thirty days thereafter fully pay it said Company and its assigns the whole balance of the principal sum with interest now due it then remaining unpaid. And the said Michael Rossworm also covenants with said Frederick Mertens that if such destruction or injury of said Boat, before said Mertens and his assigns are fully paid the principal sum and interest hereinbefore stated to be now due to him, he said Michael Rossworm will in thirty days hereafter pay to said Mertens, or his assigns, the balance then remaining unpaid and due of said last principal sum and interest.

And whereas it was a farther part of this consideration for said Canal Boat, that he said Michael Rossworm should secure by a first lien thereon, and a covenant in any event to pay each of them, said Borden Mining Company and Frederick Mertens the one half the said purchase money due each of them for it and his interest and ownership thereon and thereof; first in equal installments as aforesaid and in case of destruction or injury equal thereto of said boat by any cause, accident or otherwise, then in manner aforesaid, and also secure full performance of the consideration, agreements & conditions hereinbefore stated and contained and by him said Michael Rossworm to be carried out and performed. Now therefore this deed Witnesseth; that for and in consideration of the premises, he, said Michael Rossworm hath granted, bargained and sold unto the said Borden Mining Company and its assigns, and he the said Frederick Mertens and his assigns, the Canal Boat called "Francis" now on the Chesapeake and Ohio Canal and sold and delivered by them to him heretofore, prior to the date of these presents. To have and to hold unto the said Company & its assigns and said Mertens and his assigns.

Provided nevertheless that if the said Michael Rossworm shall well and faithfully use said boat in manner and purpose aforesaid and keep said boat in good running order and repair, & shall fully pay the installments aforesaid on and for such & every trip aforesaid and in case of her total destruction, or irreparable injury aforesaid, shall fully pay & satisfy any balance of said sum of seven hundred & seventy five dollars with interest from the 20th July which may at such time remain unpaid to each of them the said Borden Mining Company and its assigns then this deed to become void, but if the said Michael Rossworm shall fail to use said boat in manner and purpose aforesaid, or shall fail to keep the said boat in good running order and repair, as hereinbefore stated, or shall fail to pay to each of them the said Borden Mining Company and its assigns and the said Frederick Mertens and his assigns, the installments and interest aforesaid and for each and every trip which he may make in coal from Cumberland to said points on the said Canal, then and in any such case, or in any such default, the said Company and its assigns, and the said Mertens and his assigns, or either of them, may take immediate possession of said Canal Boat wherever she may be, or in whose possession soever, and after ten days notice of the time, place, manner and terms of sale published once a week for two successive weeks in any newspaper published in said City of Cumberland, may sell said boat at

public sale, to the highest bidder for cash or on credit; and out of the proceeds of such sale pay first the expenses of such sale and publication, including reasonable commissions; and secondly, the balance, or all remaining due to them the said Borden Mining Company, or its assigns, and Frederick Mertens, or his assigns, or if the net proceeds be insufficient to pay the whole in full, then to divide the same equally between them; or if either shall have received from the said Michael Rossworm on and for the indebtedness hereby secured, more than the other of them, then to distribute the proceeds between them so that each will receive any equal amount of the total indebtedness hereby secured to be paid. In witness whereof, the said Michael Rossworm hath hereto set his hand and seal on the day and year first hereinbefore written.

Teste: F. Madore

Michael Rossworm {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this fourteenth day of August in the year 1863 before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Michael Rossworm, and acknowledged the foregoing deed to be his act and deed.  
F. Madore, J.P.

State of Maryland, Allegany County, to wit: I hereby certify that on this 14th day of August in the year eighteen hundred and sixty three, before me the subscriber a Justice of the Peace of the State of Maryland, in and for the County aforesaid, personally appeared Frederick Mertens, one of the grantees and mortgagers, named in the foregoing deed, and made oath in due form of law that the consideration in said foregoing mortgage is true and bone fide as therein contained and stated.  
F. Madore, J.P.

Miscellaneous Allegany County Canal Boat Mortgages 1832 - 1879

Allegany County Courthouse, Cumberland, MD, Deed Book 21, page 218, 4/3/1863.

At the request of Robert S. McKaig this Mortgage was recorded April 3rd 1863.

This Indenture made this 2nd day of April in the year of our Lord 1863, between Robert S. McKaig of Allegany County, in the state of Maryland, of the first part and William Hall of Indiana County in the State of Pennsylvania of the second part. Witnesseth Whereas the said Robert S. McKaig has this day sold to the said William Hall the Canal Boat called "Keystone" at and for the sum of eighteen hundred dollars which the said William Hall is to pay unto the said Robert S. McKaig 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 William Hall shall use said boat in freighting coal from Cumberland to the points aforesaid in regular trips, with as much expedition and regularity as can be reasonably done and to receive the loads of said boat promptly at each trip with the coal of such company or person as the said Robert S. McKaig, 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, Washington City; and to keep the said boat in proper repair; all of which said stipulations the said William Hall hereby covenants and agrees with the said Robert S. McKaig and his assigns to fulfill and perform. And whereas the said William Hall is anxious to secure unto the said Robert S. McKaig and his assigns the regular and due payments of each and every installment of said purchase money and also to secure to the said Robert S. McKaig and his assigns the regular, prompt and due performance of the covenants aforesaid the said William Hall is willing to execute these presents.

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

Teste: Andrew Gonder

William Hall {Seal}

Miscellaneous Allegany County Canal Boat Mortgages 1832 - 1879

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 3rd day of April 1863 before me the subscriber, a Justice of the Peace in and for Allegany County, personally appeared Robert S. McKaig, 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 herewith subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

It is also agreed between the parties too this agreement that the mortgagee, William Hall, is to pay all taxes that may be levied on this boat & mortgage.

Teste: Andrew Gonder

William Hall

Allegany County Courthouse, Cumberland, MD, Deed Book 21, page 219, 5/12/1863.

At the request of J. & H. Korns this Mortgage was recorded May 12th, 1863.

This Indenture made this 19th day of March in the year of our Lord 1863, between Jesse & Henry Korns of Allegany County, in the state of Maryland, of the first part and J. G. Morrison of Frederick County in the State of Maryland of the second part. Witnesseth Whereas the said Jesse & Henry Korns have this day sold to the said J. G. Morrison the Canal Boat called "Mary P. C. Morrison" at and for the sum of fifteen hundred dollars which the said J. G. Morrison is to pay unto the said Jesse & Henry Korns and their assigns in installments of fifty five dollars each freights being \$1.75 from Cumberland to Georgetown and should freights increase the trippage is to be increased in proportion and if freights decrease the trippage is to decrease in proportion but never to be less than forty dollars per trip for all the trips made by said boat from Cumberland to Georgetown, Alexandria or Washington City, or any other port, until the entire purchase money is paid with interest from date, crediting the respective payments thereon as of the time when such payments shall be made. And whereas it was a part of said contract of purchase and sale that the said J. G. Morrison shall use said boat in freighting coal from Cumberland to the points aforesaid in regular trips, both day and night, and to receive the loads of said boat promptly at each trip with the coal of such company or person as said Jesse & Henry Korns, or their assigns, shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Allegany Mining Company, and such other companies as are now shipping coal from Cumberland on the Chesapeake and Ohio Canal to Georgetown, Alexandria and Washington City; and to keep the said boat in proper repair; all of which said stipulations the said J. G. Morrison hereby covenants and agrees with the said Jesse & Henry Korns and their assigns to fulfill and perform, and whereas the said J. G. Morrison is anxious to secure to the said Jesse & Henry Korns and their assigns the regular and due payments of each and every installment of said purchase money and also to secure to the said Jesse & Henry Korns and their assigns the regular, prompt and due performance of the covenants aforesaid the said J. G. Morrison is willing to execute these presents.

This Indenture Witnesseth that the said Jesse & Henry Korns for and in consideration of the premises hath granted, bargained and sold unto the said J. G. Morrison the Canal Boat called "Mary P. C. Morrison," to have and to hold the same, forever. Provided nevertheless that if the said J. G. Morrison shall well and truly pay unto the said Jesse & Henry Korns 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 J. G. Morrison 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 Jesse & Henry Korns, 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 mortgagee, to the highest bidder for cash or credit; and out of the proceeds of such sale pay first the expenses of such sale and publication and the balance due to the said Jesse & Henry Korns or their assigns and if there be an overplus, the said Jesse & Henry Korns or their assigns are to

pay the same to the said J. G. Morrison or his assigns. In witness whereof, the said J. G. Morrison hath subscribed his name and affixed his seal.

Teste: F. Madore

J. G. Morrison {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 12th day of May, in the year of our Lord, 1863 before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, appeared J. G. Morrison and acknowledged the foregoing mortgage to be his act.

F. Madore, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 12th day of May 1863 before me the subscriber a Justice of the Peace in and for Allegany County, personally appeared J. & H. Korns, 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 herewith subscribe my name on the day and year aforesaid.

F. Madore, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 21, page 221, 5/29/1863.

At the request of J. & H. Korns this Mortgage was recorded May 29th, 1863.

This Indenture made this 29th day of May in the year of our Lord 1863, between Jesse & Henry Korns of Allegany County, in the State of Maryland, of the first part and John Renehan of Frederick County in the State of Maryland of the second part. Witnesseth Whereas the said Jesse & Henry Korns have this day sold to the said John Renehan the Canal Boat called "Hibernian" at and for the sum of fifteen hundred dollars which the said John Renehan is to pay unto the said Jesse & Henry Korns and their assigns in installments of fifty five dollars each, current rates of freight freights being \$1.75 from Cumberland to Georgetown and should the current rates of freight increase the trippage is to be increased in proportion and if freights decrease the trippage is to decrease in proportion but never to be less than forty dollars per trip for all the trips made by said boat from Cumberland to Georgetown, Alexandria or Washington City, or any other port, until the entire purchase money is paid with interest from date, crediting the respective payments thereon as of the time when such payments shall be made.

And whereas it was a part of said contract of purchase and sale that the said John Renehan shall use said boat in freighting coal for Christian E. Detmold from Cumberland to the points aforesaid in regular trips, both day and night, with as much expedition and regularity as can be reasonably done; and to receive the loads of said boat promptly at each trip with the coal of said Detmold; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, and the American Coal Company, on the Chesapeake and Ohio Canal to Georgetown, Alexandria, Washington City or other points on the Chesapeake and Ohio Canal; and to keep the said boat in proper repair; and in case the mortgage is paid off the boat shall nevertheless continue to carry coal for C. E. Detmold at current rates of freight to the end of the season of navigation during which the last payment of mortgage has been made; all of which said stipulations the said John Renehan hereby covenants and agrees with the said Jesse & Henry Korns and their assigns to fulfill and perform. And whereas the said John Renehan is anxious to secure to the said Jesse & Henry Korns and their assigns the regular and due payments of each and every installment of said purchase money and also to secure to the said Jesse & Henry Korns and their assigns the regular, prompt and due performance of the covenants aforesaid the said John Renehan is willing to execute these presents.

This Indenture Witnesseth that the said Jesse & Henry Korns for and in consideration of the premises hath granted, bargained and sold unto the said John Renehan the Canal Boat called "Hibernian," to have and to hold the same, forever. Provided nevertheless that if the said John Renehan shall well and truly pay unto the said Jesse & Henry Korns 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 Renehan 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 Jesse & Henry Korns, 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 mortgagee, to the highest bidder for cash or credit; and out of the proceeds of such sale pay first the expenses of such sale and publication and the balance due to the said Jesse & Henry Korn or their assigns and if there be an overplus, the said Jesse & Henry Korn or their assigns are to pay the same to the said John Renehan or his assigns. In witness whereof, the said John Renehan hath subscribed his name and affixed his seal.

Teste: F. Madore

John Renehan {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 29th day of May, 1863 before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, appeared John Renehan and acknowledged the foregoing mortgage to be his act.

F. Madore, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this day of 29th May 1863 before me the subscriber a Justice of the Peace in and for Allegany County, personally appeared Jesse & Henry Korn, the mortgagees in the foregoing mortgage, and made oath on the Holy Evangelical of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof, I herewith subscribe my name on the day and year aforesaid.

F. Madore, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 21, page 223, 6/23/1863.

At the request of Robert S. McKaig this Mortgage was recorded June 23rd, 1863.

This Mortgage made this 23rd day of June 1863, between Robert Woods and Robert S. McKaig both of Allegany County, and State of Maryland. Witnesseth Whereas the said Robert Woods on the 20th day of November 1860 executed a mortgage to the said Robert S. McKaig upon the Canal Boat called "M. J. Woods" and also on its team and rig consisting of one bay horse, one brown mare and one sorrel mare, to secure the payment of said Canal Boat, as mentioned and specified in said mortgage of the 20th November 1860, and which was duly recorded amongst the Land Records of said Allegany County in Liber H. R. No. 19, folio 462, as by reference to said mortgage will fully appear and whereas the said Robert Woods by the assent of the said Robert S. McKaig has sold the three horses specified in said mortgage and has purchased in their place four mules, as follows: one black horse mule about seven years old; one brown mare mule about six years old; one bay mare mule about four years old; and one black mare mule about three years old, which have now in the possession of the said Robert Woods and lately engaged in running the said Canal Boat "M. J. Woods" on the Chesapeake and Ohio Canal. And whereas the said Robert S. McKaig has agreed to release the aforesaid horses from said original mortgage and the said Robert Woods has agreed to execute this mortgage on the said four mules to secure the balance still due on the purchase money of said Canal Boat upon the same terms and conditions specified in said mortgage of the 20th November 1860.

Now this mortgage witnesseth that the said Robert Woods in consideration of the premises and the balance of the purchase money due on said Boat hath granted, bargained and sold unto the said Robert S. McKaig the aforesaid four mules above described to have and to hold the same, forever. Provided nevertheless that if the said Robert Woods shall well and truly pay unto the said Robert S. McKaig or his assigns the purchase money with interest now and to become due on the said Canal Boat to the terms specified in said; and shall well and truly perform all the covenants on his part to be done and performed in said mortgage of the 20th November 1860, then this mortgage to be well and void; otherwise to remain in full force and virtue in law. All the powers specified in said original mortgage to well said mules in default of payment in the same manner and terms as specified in said mortgage. In witness whereof, the said Robert Woods hath subscribed his name and affixed his seal this 23rd day of June 1863.

Teste: Andrew Gonder

his  
Robert X Woods {Seal}  
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this 25th day of June, 1863 before the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, appeared the above named Robert Woods and acknowledged the foregoing mortgage to be his act and deed. Also, at the same time appeared the above named Robert S. McKaig and made oath that the consideration set forth in the above mortgage is bona fide as herein set forth.

Andrew Gonder, J.P.

Miscellaneous Allegany County Canal Boat Mortgages 1832 - 1879

Allegany County Courthouse, Cumberland, MD, Deed Book 21, page 228, 8/26/1863.

At the request of Green & Snyder this mortgage was recorded August 16th 1863.

This Indenture, made this twenty second day of August in the year of our Lord 1863, between A. C. Green, Agent & John Snyder & Co. of Allegany County, State of Maryland of the first part and Thomas V. Hays of Allegany County, State of Maryland, of the second part.

Witness that Whereas the said Green & Snyder have this day sold to the said Thomas V. Hays the Canal Boat called "George W. Spates" at and for the sum of fourteen hundred dollars which the said Thomas V. Hays is to pay unto the said Green & Snyder and their assigns, in installments of forty dollars each for all the trips made by said boat from Cumberland to Georgetown, Alexandria, Washington City, or any other port, until the entire purchase money is paid, with interest from this date, crediting the respective payments thereon, as of the time when such payments shall be made.

And whereas, it was a part of said contract of purchase and sale that the said Thomas V. Hays shall use the said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done with double team whenever required by the said Green & Snyder; and to receive the loads of the said boat promptly at each trip with coal of the Borden Mining Company, or of such company or person as said Green & Snyder or their assigns shall direct; and to freight the same at the lowest current rates which shall be paid by the American Coal Company, C. E. Detmold and such other leading companies as are now shipping coal from Cumberland on the Chesapeake and Ohio Canal to Georgetown, Alexandria, Washington City, or other points on the Chesapeake and Ohio Canal; and keep said boat in proper repair; all of which said stipulations the said Thomas V. Hays hereby covenants and agrees with the said Green & Snyder and their assigns to fulfill and perform.

And whereas the said Thomas V. Hays is anxious to secure unto the said Green & Snyder and their assigns, the regular and due payment of each and every installment of said purchase money; and also, to secure to the said Green & Snyder and their assigns, the regular, prompt and due performance of the covenants aforesaid, the said Thomas V. Hays is willing to execute these presents.

Now this Indenture Witnesseth, that the said Green & Snyder for and in consideration of the premises hath granted, bargained, and sold unto the said Thomas V. Hays, the Canal Boat called "George W. Spates" to have and to hold the same forever.

Provided nevertheless, that if the said Thomas V. Hays shall well and truly pay unto the said Green & Snyder, or their assigns, the aforesaid installments of purchase money with interest, upon each and every trip as aforesaid until the whole shall be fully paid; and shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this mortgage, then this instrument of writing shall be void; otherwise to remain in full force and virtue in law.

And this instrument further witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said Thomas V. Hays 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 Green & Snyder or their 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 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 Green & Snyder, or their assigns, and if there be an overplus the said Green & Snyder or their assigns are to pay the same to the said Thomas V. Hays or his assigns.

In witness whereof the said Thomas V, Hays hath subscribed his name and affixed his seal.

Teste: J. M. Strong

Thomas V. Hays {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 22nd day of August in the year of our Lord 1863, before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Thomas V. Hays and acknowledged the foregoing mortgage to be his act.

J. M. Strong, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 22nd day of August 1863 before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared John Snyder, one of the firm of Green & Snyder & Co., the mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof, I hereunto subscribe my name on the day and year aforesaid.

J. M. Strong, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 21, page 658, 5/3/1864.

At the request of J. & H. Rosen this Mortgage was recorded May 3rd, 1864.

This Indenture made this third day of May in the year of our Lord 1864, between Jesse & Henry Rosen of Allegany County, in the state of Maryland, of the first part and Samuel Swain of Washington County in the State of Maryland of the second part. Witnesseth Whereas the said Jesse & Henry Rosen have this day sold to the said Samuel Swain at and for the sum of sixteen hundred and fifty dollars which the said Samuel Swain is to pay unto the said Jesse & Henry Rosen and their assigns in installments of fifty dollars each consent unto of freight paying two dollars said Cumberland to Georgetown and should the current rates of freight increase the trippage is to increase in proportion and should current rates of freight decrease the trippage is to decrease in proportion but never to be less than forty dollars per trip for all the trips made by said boat from Cumberland to Georgetown, Alexandria or Washington City or any other port until the entire purchase money is paid with interest from date, crediting the respective payments thereon as of the time when such payments shall be made. And whereas it was a part of said contract of purchase and sale that the said Samuel Swain shall use said boat in freighting coal for the Central Coal Mining and Manufacturing Company from Cumberland to the points aforesaid in regular trips, both day and night, with as much expedition and regularity as can be reasonably done and to receive the loads of said boat promptly at each trip with the coal of said Central Coal Mining and Manufacturing Company and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, and the American Coal Company on the Chesapeake and Ohio Canal to Georgetown, Alexandria, Washington City or other points on the Chesapeake and Ohio Canal and to keep the said boat in proper repair and in case the mortgage is paid off the boat shall nevertheless continue to carry coal for the Central Coal Mining and Manufacturing Company at current rates of freights to the end of the season of navigation during which the last payment of mortgage fees being made, all of which said stipulations the said Samuel Swain hereby covenants and agrees with the said Jesse & Henry Rosen and their assigns to fulfill and perform, and whereas the said Samuel Swain is anxious to secure to the said Jesse & Henry Rosen and their assigns the regular and due payments of each and every installment of said purchase money and also to secure to the said Jesse & Henry Rosen and their assigns the regular, prompt and due performance of the covenants aforesaid the said Samuel Swain is willing to execute these presents.

This Indenture Witnesseth that the said Jesse & Henry Rosen for and in consideration of the premises hath granted, bargained and sold unto the said Samuel Swain the Canal Boat called "Genevieve Swain," to have and to hold the same, forever. Provided nevertheless that if the said Samuel Swain shall well and truly pay unto the said Jesse & Henry Rosen 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 Samuel Swain 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 Jesse & Henry Rosen, 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 mortgagee, to the highest bidder for cash or credit; and out of the proceeds of such sale pay first the expenses of such sale and publication and the balance due to the said Jesse & Henry Rosen or their assigns and if there be an overplus, the said Jesse & Henry Rosen or their assigns are to pay the same to the said Samuel Swain or his assigns. In witness whereof, the said Samuel Swain hath subscribed his name and affixed his seal.

Teste: Henry McKeon

his  
Samuel X Swain {Seal}  
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this 3rd day of May, 1864 before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, appeared Samuel Swain and acknowledged the foregoing mortgage to be his act.

Henry McKeon, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 3rd day of May 1864 before me the subscriber a Justice of the Peace in and for Allegany County, personally appeared Jesse & Henry Rosen, 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 herewith subscribe my name on the day and year aforesaid.

Henry McKeon, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 22, p 74, 9/13/1864.

At the request of the Hampshire & Baltimore Coal Company this Mortgage was recorded Sep. 23rd 1864.

This Indenture made this twenty second day of September, eighteen hundred and sixty four between Seth W. M. Buchanan of Allegany County, State of Maryland of the first part; and The Hampshire & Baltimore Coal Company of Allegany County, State of Maryland of the second part.

Whereas the said party of the second part has this day sold to the said party of the first part the Canal Boat called "Wm. A. Brydan" at and for the sum of two thousand dollars, which the said party of the first part is to pay to the said party of the second part, in installments, and in the manner and upon the terms hereinafter mentioned, to wit: For the first twelve trips made by said boat upon the Chesapeake & Ohio Canal the sum of twenty five dollars per trip is to be paid unto the said Hampshire & Baltimore Coal Company and for all succeeding trips the sum of fifty dollars (\$50) is to be paid unto the said party of the second part until the entire amount of said purchase money is paid, with interest from this date, crediting the respective payments thereon as of the time when such payments shall be made. And Whereas it was part of said contract of purchase and sale between the said party of the first part, and the said party of the second part, that the said party of the first part shall use said boat exclusively in freighting Coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day & night, with as much expedition & regularity as can be done; and to receive the loads of said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Co., the Borden Mining Company, the Central Coal Mining & Manufacturing Company, the Consolidation Coal Company and the Hampshire & Baltimore Coal Company; and to keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing assign, transfer or set over, or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever, without the consent in writing of the said party of the second part, or its authorized agent; and when all of said purchase money is paid off the boat aforesaid shall nevertheless continue to carry coal for the said party of the second part at the current rates as aforesaid, to the end of the season of navigation in the year when the last payment of purchase money under the present instrument shall be made; all of which said stipulations the said party of the first part hereby covenants and agrees with the said party of the second part and it's assigns, to fulfill and perform. And Whereas the said party of the first part is anxious to secure unto the said party of the second part and it's assigns the regular and due payment of each and every installment of said purchase money, and also to secure to the said party of the second part and it's assigns, the regular, prompt and due performance of the covenants aforesaid; the said party of the first part is willing to execute these presents.

Now, this Indenture Witnesseth, that the said party of the first part for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said party of the second part and it's assigns, the Canal Boat called "Wm. A. Brydan" to have and to hold the same unto the said party of the second part and it's assigns forever.

Provided, Nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said party of the first part shall well and truly pay unto the said party of the second part or it's assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid, until the whole purchase money, with the interest aforesaid, shall be fully paid; and if the said party of the first part shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this mortgage, then this instrument of writing and every matter and thing herein contained, shall cease and be utterly null and void; otherwise to remain in full force and virtue in law.

And this Indenture further Witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said party of the first part to make regular payments on account of said purchase money, as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect upon the part of the said party of the first part to freight for the company or person designated by the said party of the second part, or it's authorized agent, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a transfer without permission as aforesaid, or in case of a failure to perform any of the stipulations or recitals in this mortgage named to be done and performed on the part of the said party of the first part, then, and in either event the said party of the second part, or it's assigns or any duly authorized agent, is hereby authorized to take immediate possession of said boat and after ten days public notice thereof in a newspaper printed in the City of Cumberland, to sell said canal boat at public sale as mortgagee to the highest bidder for cash or on credit, and out of the proceeds of such sale pay first the expenses of such sale and advertisement, and then the balance due to the said party of the second part, or it's assigns, of said purchase money and interest, and if there be an overplus, the said party or it's assigns are to pay the same to said party of the first part.

In witness whereof, the said Seth W. M. Buchanan hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Test: J. B. Widener

Seth W. M. Buchanan {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 22nd day of September 1864 before the subscriber, personally appeared Seth W. M. Buchanan and acknowledged the foregoing instrument to be his act and deed.

J. B. Widener, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 22nd day of September 1864 before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Anthony Kean, agent of the said party of the second part, mortgagee in the foregoing mortgage, and made oath on the Holy Evangelical of Almighty God that the consideration set forth in the aforesaid mortgage is true and bona fide as herein set forth, and that he is the Agent of and authorized by it to make such affidavit. In witness whereof, I hereunto subscribe my name on the day and year aforesaid.

J. B. Widener, J.P.

I hereby, as Agent of the Hampshire & Baltimore Coal Company, release the above mortgage. Witness my hand and seal this 25th day of April in the year 1865.

A. Kean {Seal}  
Agent of Hampshire & Baltimore Coal Co.

Allegany County Courthouse, Cumberland, MD, Deed Book 22, p 99, 3/30/1864.

At the request of John Snyder this Mortgage was recorded March 30th 1864.

This Indenture made this twenty second day of March, in the year of our Lord 1864 between George M. Sanbower, Eli Sanbower and Emanuel Ruse of Allegany County, in the State of Maryland of the first part; and John Snyder and the Borden Mining Company of Allegany County, in the State of Maryland of the second part.

Whereas the said parties of the second part have this day sold to the said parties of the first part the Canal Boat called "Loretta" at and for the sum of fourteen hundred dollars, which the said parties of the first part are to pay to the said parties of the second part, and their assigns, in installments of one hundred dollars, each for all the trips made by said boat from Cumberland to Georgetown, Alexandria, Washington City, or any other port, until the entire purchase 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 between the said parties of the first part shall use said boat in freighting Coal from Cumberland to the points aforesaid, in regular trips, both day & night, with as much expedition as can be reasonably done with double teams, whenever required by the said parties of the second part; and to receive the loads of said boat promptly at each trip with the coal of the Borden Mining Company, or of such Company or person as said parties of the second part, or their assigns shall direct; and to freight the same at the lowest current rates which shall be paid by the American Coal Company, C. E. Detmold, and such other leading Companies as are now shipping Coal from Cumberland on the Chesapeake and Ohio Canal to Georgetown, Alexandria, Washington City, or other points on the Chesapeake and Ohio Canal; and to keep the said boat in proper repair; all of which said stipulations the said parties of the first part hereby covenant and agree with the said parties of the second part and their 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 and their assigns the regular and due payments of each and every installment of said purchase money, and also to secure to the said parties of the second part and their 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, this Indenture Witnesseth, that the said parties of the first part for and in consideration of the premises, hath granted, bargained and sold unto the said parties of the second part, the Canal Boat called "Loretta" to have and to hold the same 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 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 parties of the first part to make 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 parties of the second part, or their assigns, are 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 the said parties of the second part, or their assigns, and if there be an overplus, the said parties of the second part or their assigns are to pay the same to said parties of the first part or their assigns.

In witness whereof, the said parties of the first part have subscribed their names and affixed their seals.

Test:

Acknowledgement of payment of one hundred of  
fourteen hundred dollars on first page being first stricken  
out amount secured being \$400, purchase money \$1,500

Geo. M. Sanbower {Seal}  
Emanuel Ruse {Seal}  
Eli Sanbower {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 22nd day of March in the year of our Lord 1864 before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, appeared George M. Sanbower, Eli Sanbower and Emanuel Ruse and acknowledged the foregoing mortgage to be their act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 25th day of March 1864 before me the subscriber, a Justice of the Peace, in and for Allegany County, personally appeared John Snyder, mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God that the consideration set forth in the aforegoing mortgage is true and bona fide as herein set forth. In witness whereof, I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

I hereby release the above mortgage.

Witness: E. McBean, Aug. 18, 1866

John Snyder

Allegany County Courthouse, Cumberland, MD, Deed Book 22, page 132, 9/23/1864.

At the request of Hampshire & Baltimore Coal Company this Mortgage was recorded September 23rd 1864.

This Indenture made this twenty second day of September eighteen hundred and sixty four, between Joseph Bonner of Allegany County, State of Maryland of the first part; and The Hampshire & Baltimore Coal Company of Allegany County, State of Maryland, party of the second part. Whereas the said party of the second part has this day sold to the said party of the first part the Canal Boat called "Mary Alice No. 11" at and for the sum of two thousand dollars, which the said party of the first part is to pay unto the said party of the second part, in installments, and in the manner and upon the terms hereinafter mentioned, to wit: For the first twelve trips made by the said boat upon the Chesapeake and Ohio Canal the sum of five dollars per trip is to be paid unto the said Hampshire & Baltimore Coal Company and for all succeeding trips the sum of fifty dollars (\$50) is to be paid unto the said party of the second part, until the entire amount of said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon as of the time such payments shall be made.

And whereas, it was a part of said contract of purchase and sale between the said party of the first part, and the said party of the second part, that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of said boat promptly at each trip with the coal of such company, or person, as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Central Coal Mining & Manufacturing Company, the Consolidation Coal Company and the Hampshire & Baltimore Coal Company; and to keep said boat in proper repair; that the said party of the first part will not during the continuance of this instrument of writing, assign, transfer or set over, or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever, without the consent in writing of the said party or its authorized agent; and when all of said purchase money is paid off the boat aforesaid shall nevertheless continue to carry coal for the said party of the second part at the current rates as aforesaid to the end of the season of navigation in the year when the last payment of purchase money under this present instrument shall be made; all of which said stipulations the said party of the first part hereby covenants and agrees with the said party of the second part and its assigns, to fulfill and perform.

And whereas the said party of the first part is anxious to secure unto the said party of the second part and its assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said party of the second part and its assigns, the regular, prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents.

Now this Indenture Witnesseth, that the said party of the first part, for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the

said party of the second part, the Canal Boat called "Mary Alice No. 11" to have and to hold the same unto the said party of the second part and its assigns forever.

Provided Nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said party of the first part shall well and truly pay unto the said party of the second part, or its assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said party of the first part shall well and truly do and perform all the covenants on his part to be done and performed, as set forth in this mortgage, then this instrument of writing, and every matter and thing herein contained, shall cease and be utterly null and void; otherwise to remain in full force and virtue in law.

And this Indenture further witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said party of the first part to make regular payments on account of said purchase money, as herein provided, or in case of failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect upon the part of the said party of the first part to freight for the company or person designated by the said party of the second part, or its authorized agent, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper [repair], or in case of a transfer, without permission as aforesaid, or in case of a failure to perform any of the stipulations or recitals in this mortgage named to be done and performed on the part of the said party of the first part, then, and in either event, the said party of the second part or its assigns, or any duly authorized agent, is hereby authorized to take immediate possession of said boat, and after ten days public notice thereof, in a newspaper printed in the City of Cumberland, to sell said canal boat at public sale, as mortgagees, to the highest bidder for cash or on credit; and out of the proceeds of such sale, pay first the expenses of such sale and advertisement, and then the balance due to the said party of the second part or its assigns, of the said purchase money, and interest, and if there be an overplus, the said party or its assigns, are to pay the same to the said party of the first part.

In witness whereof, the said Joseph Bonner hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Teste:

J. B. Widener

his  
Joseph X Bonner {Seal}  
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty second of September 1864 before the subscriber, personally appeared Joseph Bonner and acknowledged the foregoing instrument to be his act and deed.

J. B. Widener, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this twenty second day of September 1864 before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Anthony Kean, agent of the said party of the second part, mortgagee in the foregoing mortgage, and made oath on the Holy Evangelical of

Miscellaneous Allegany County Canal Boat Mortgages 1832 - 1879

Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth, and that he is the Agent of and authorized by it to make such affidavit.

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

J. B. Widener, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 22, page 592, 4/1/1865.

At the request of the Borden Mining Company this Mortgage was recorded April 1st, 1865.

This Indenture made this first day of April in the year of our Lord 1865, between George Rossworm of Allegany County, in the state of Maryland, of the first part and the Borden Mining Company of Allegany County in the State of Maryland of the second part. Witnesseth Whereas the said Borden Mining Company has this day sold to the said George Rossworm the Canal Boat called "George Long" at and for the sum of twelve hundred and eighty eight 28/100 dollars which the said George Rossworm is to pay unto the said Borden Mining Company and its assigns in installments of fifty dollars each for all the trips made by said boat from Cumberland to Georgetown, Alexandria, Washington City, or any other port until the entire purchase money is paid with interest from date, crediting the respective payments thereon as of the time when such payments shall be made, and whereas it was a part of said contract of purchase and sale that the said George Rossworm shall use said boat in freighting coal from Cumberland to the points aforesaid in regular trips, both day and night, with as much expedition and regularity as can be reasonably done with double teams whenever required by the said Borden Mining Company, and to receive the loads of said boat promptly at each trip with the coal of the Borden Mining Company, or of such Company or person as said Borden Mining Company or its assigns shall direct and to freight the same at [the] lowest current rates which shall be paid by the American Coal Company, C. E. Detmold and such other leading Companies as are now shipping coal from Cumberland on the Chesapeake and Ohio Canal to Georgetown, Alexandria, Washington City or other points on the Chesapeake and Ohio Canal and to keep the said boat in proper repair all of which said stipulations the said George Rossworm hereby covenants and agrees with the said Borden Mining Company and its assigns to fulfill and perform, and whereas the said George Rossworm is anxious to secure to the said Borden Mining Company and its assigns the regular and due payments of each and every installment of said purchase money and also to secure to the said Borden Mining Company and it assigns the regular, prompt and due performance of the covenants aforesaid the said George Rossworm is willing to execute these presents. Provided, however, that if said boat is destroyed by fire, public enemies or other unavoidable accident without neglect or default on the part of said George Rossworm he is not to be personally responsible for the balance then due on the said boat. This Indenture Witnesseth that the said George Rossworm for and in consideration of the premises hath granted, bargained and sold unto the said Borden Mining Company the Canal Boat called " George Long," to have and to hold the same, forever. Provided nevertheless that if the said George Rossworm shall well and truly pay unto the said Borden Mining Company or its assigns the aforesaid installments of purchase money with interest for 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 George Rossworm 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 Borden Mining Company, or its 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 mortgagee, to the highest bidder for cash or credit; and out of the proceeds of such sale pay first the expenses of such sale and publication and the

balance due to the said Borden Mining Company or its assigns and if there be an overplus, the said Borden Mining Company or its assigns are to pay the same to the said George Rossworm or his assigns. In witness whereof, the said George Rossworm hath subscribed his name and affixed his seal.

Teste: Andrew Gonder

George Rossworm {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this first day of April 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 George Rossworm and acknowledged the foregoing mortgage to be his act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 5th day of April 1865 before me the subscriber a Justice of the Peace in and for Allegany County, personally appeared Albert C. Greene who duly made oath that he is agent of 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 herewith subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 22, page 597, 4/6/1865.

At the request of the Borden Mining Company this Mortgage was recorded April 6th, 1865.

This Indenture made this first day of April in the year of our Lord 1865, between Lewis Miller of Allegany County, in the state of Maryland, of the first part and the Borden Mining Company of Allegany County in the State of Maryland of the second part. Witnesseth Whereas the said Borden Mining Company has this day sold to the said Lewis Miller the Canal Boat called "Defiance" at and for the sum of twelve hundred and thirty seven 60/100 dollars which the said Lewis Miller is to pay unto the said Borden Mining Company and its assigns in installments of fifty dollars each for all the trips made by said boat from Cumberland to Georgetown, Alexandria, Washington City, or any other port, until the entire purchase money is paid with interest from date, crediting the respective payments thereon as of the time when such payments shall be made, and whereas it was a part of said contract of purchase and sale that the said Lewis Miller shall use said boat in freighting coal from Cumberland to the points aforesaid in regular trips, both day and night, with as much expedition and regularity as can be reasonably done with double teams whenever required by the said Borden Mining Company, and to receive the loads of said boat promptly at each trip with the coal of the Borden Mining Company, or of such Company or person as said Borden Mining Company or its assigns shall direct, and to freight the same at [the] lowest current rates which shall be paid by the American Coal Company, C. E. Detmold and such other leading Companies as are now shipping coal from Cumberland on the Chesapeake and Ohio Canal to Georgetown, Alexandria, Washington City or other points on the Chesapeake and Ohio Canal, and to keep the said boat in proper repair, all of which said stipulations the said Lewis Miller hereby covenants and agrees with the said Borden Mining Company and its assigns to fulfill and perform, and whereas the said Lewis Miller is anxious to secure to the said Borden Mining Company and its assigns the regular and due payments of each and every installment of said purchase money, and also to secure to the said Borden Mining Company and its assigns the regular, prompt and due performance of the covenants aforesaid the said Lewis Miller is willing to execute these presents. Provided, however, that if said boat is destroyed by fire, public enemies or other unavoidable accident without neglect or default on the part of said Lewis Miller he is not to be personally responsible for the balance then due on the said boat. Now This Indenture Witnesseth that the said Lewis Miller for and in consideration of the premises hath granted, bargained and sold unto the said Borden Mining Company and assigns the Canal Boat called "Defiance," to have and to hold the same, forever. Provided nevertheless that if the said Lewis Miller shall well and truly pay unto the said Borden Mining Company or its assigns the aforesaid installments of purchase money with interest for 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 Lewis Miller to make regular payments on account of said purchase money, as herein provided, or in case of a failure to perform any of the covenants named in this mortgage then in either event the said Borden Mining Company, or its 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 mortgagee, to the highest bidder for cash or credit; and out of the proceeds of such sale pay first the expenses of such sale and publication and the balance due to the said Borden Mining

Company or their assigns and if there be an overplus, the said Borden Mining Company or its assigns are to pay the same to the said Lewis Miller or his assigns. In witness whereof, the said Lewis Miller hath subscribed his name and affixed his seal.

Teste: Andrew Gonder

Lewis Miller {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this first day of April 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 Lewis Miller and acknowledged the foregoing mortgage to be his act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 5th day of April 1865 before me the subscriber a Justice of the Peace in and for Allegany County, personally appeared Albert C. Greene who duly made oath that he is agent of 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 herewith subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 22, page 599, 4/6/1865.

At the request of the Borden Mining Company this Mortgage was recorded April 6th, 1865.

This Indenture made this first day of April in the year of our Lord 1865, between John Cole of Allegany County, in the state of Maryland, of the first part and the Borden Mining Company of Allegany County in the State of Maryland of the second part. Witnesseth Whereas the said Borden Mining Company has this day sold to the said John Cole the Canal Boat called "Chesapeake" at and for the sum of twelve hundred and eighty seven  $94/100$  dollars which the said John Cole is to pay unto the said Borden Mining Company and their assigns in installments of fifty dollars each for all the trips made by said boat from Cumberland to Georgetown, Alexandria, Washington City, or any other port, until the entire purchase money is paid with interest from date, crediting the respective payments thereon as of the time when such payments shall be made, and whereas it was a part of said contract of purchase and sale that the said John Cole shall use said boat in freighting coal from Cumberland to the points aforesaid in regular trips, both day and night, with as much expedition and regularity as can be reasonably done with double teams whenever required by the said Borden Mining Company, and to receive the loads of said boat promptly at each trip with the coal of the Borden Mining Company, or of such Company or person as said Borden Mining Company or their assigns shall direct, and to freight the same at [the] lowest current rates which shall be paid by the American Coal Company, C. E. Detmold and such other leading Companies as are now shipping coal from Cumberland on the Chesapeake and Ohio Canal to Georgetown, Alexandria, Washington City or other points on the Chesapeake and Ohio Canal and to keep the said boat in proper repair, all of which said stipulations the said John Cole hereby covenants and agrees with the said Borden Mining Company and their assigns to fulfill and perform.

And whereas the said John Cole is anxious to secure to the said Borden Mining Company and their assigns the regular and due payments of each and every installment of said purchase money, and also to secure to the said Borden Mining Company and their assigns the regular, prompt and due performance of the covenants aforesaid the said John Cole is willing to execute these presents. Provided, however, that if said boat is destroyed by fire, public enemies or other unavoidable accident without neglect or default on the part of said John Cole he is not to be personally responsible for the balance then due on the said boat. Now This Indenture Witnesseth that the said John Cole for and in consideration of the premises hath granted, bargained and sold unto the said Borden Mining Company and assigns the Canal Boat called "Chesapeake," to have and to hold the same, forever. Provided nevertheless that if the said John Cole shall well and truly pay unto the said Borden Mining Company or their assigns the aforesaid installments of purchase money with interest for 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 Cole 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 Borden Mining Company, 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 mortgagee, to the highest bidder for cash or credit; and out of

the proceeds of such sale pay first the expenses of such sale and publication and the balance due to the said Borden Mining Company or their assigns and if there be an overplus, the said Borden Mining Company or their assigns are to pay the same to the said John Cole or his assigns. In witness whereof, the said John Cole hath subscribed his name and affixed his seal.

Teste: Andrew Gonder

his  
John X Cole {Seal}  
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this first day of April 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 John Cole and acknowledged the foregoing mortgage to be his act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 5th day of April 1865 before me the subscriber a Justice of the Peace in and for Allegany County, personally appeared Albert C. Greene who duly made oath that he is agent of 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 herewith subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 23, page 110, 7/19/1865.

At the request of John Snyder this Mortgage was recorded July 19th 1865.

This Indenture made this 10th day of July in the year of our Lord 1865, between John Snyder of Allegany County, in the state of Maryland, of the first part and Seth W. M. Buchanan of Washington County in the State of Maryland of the second part. Witnesseth Whereas the said John Snyder has this day sold to the said Seth W. M. Buchanan the canal boat called "Unexpected" at and for the sum of eight hundred dollars which the said Seth W. M. Buchanan is to pay unto the said John Snyder and his assigns in installments of twenty five dollars each for all the trips made by said boat from Cumberland to Georgetown, Alexandria or Washington City until the entire purchase money is paid with interest from date, crediting the respective payments thereon as of the time when such payments shall be made. And whereas it was a part of said contract of purchase and sale that the said Seth W. M. Buchanan shall use said boat in freighting coal from Cumberland to the points aforesaid in regular trips, with as much expedition and regularity as can be reasonably done and to receive the loads of said boat promptly at each trip with the coal of such company or person as said Snyder 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 shipping coal from Cumberland, on the Chesapeake and Ohio Canal to Georgetown, Alexandria and Washington City; and to keep said boat in proper repair, all of which said stipulations the said Seth W. M. Buchanan hereby covenants and agrees with the said John Snyder and his assigns to fulfill and perform, and whereas the said Seth W. M. Buchanan is anxious to secure to the said John Snyder and his assigns the regular and due payment of each and every installment of said purchase money, and also to secure to the said Snyder and his assigns the regular, prompt and due performance of the covenants aforesaid the said Seth W. M. Buchanan is willing to execute these presents.

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

Teste: Daniel Duncan

Seth W. M. Buchanan {Seal}

Andrew Gonder

State of Maryland, Allegany County, to wit: I hereby certify that on this 10th day of July in the year of our Lord, 1865 before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, appeared Seth W. M. Buchanan 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 10th day of July 1865, before me the subscriber a Justice of the Peace in and for Allegany County, personally appeared John Snyder, 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 herewith subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 24, p. 70, 11/20/1865.

At the request of A. B. Mayer, this Mortgage was recorded November 20th 1865.

This Indenture made this 15th day of November eighteen hundred and sixty five, between Levi Porter of Allegany County, Maryland of the one part and A. B. Mayer of the other part. Witness, Whereas the said A. B. Mayer has sold to the said Levi Porter the Canal Boat called "G. W. McCulloh" at and for the sum of fourteen hundred and twenty eight dollars of which the said Levi Porter is to pay unto the said A. B. Mayer and her assigns in installments of sixty dollars each for every trip made by said boat to Georgetown, Alexandria or Washington City from Cumberland until said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon as of the time when such payments shall be made.

And whereas, it was a part of said contract of purchase and sale between the said Levi Porter and the said A. B. Mayer that the said Levi Porter shall use the 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 said A. B. Mayer or of such person or company as she or her agent shall direct and to freight the same at the lowest current rate which shall be paid by the Consolidation Coal Company, the Cumberland Coal and Iron Company, and the Borden Mining Company and keep said boat in repair. All of which said stipulations the said Levi Porter hereby covenants with the said A. B. Mayer and her assigns to fulfill and perform. Provided Always, that if they, said A. B. Mayer should not be prepared with coal within twenty four hours of the boat being reported by the captain as ready to receive her load, then the said Levi Porter to have the right of loading wherever he chooses for that trip if such want of readiness to load is caused by any default on the part of said A. B. Mayer or her agents, but in case of a glut of boats or in case the default happens from any other cause than a personal default of the said A. B. Mayer, or her agent, then all the boats carrying coal for her must take their turn.

And Whereas the said Levi Porter is anxious to secure unto the said A. B. Mayer and her assigns the regular and due payment of each and every installment of said purchase money, and also to secure to the said A. B. Mayer and her assigns the regular, prompt and due performance of the covenants aforesaid, of the said Levi Porter is willing to execute these presents. Now this Indenture Witnesseth, that the said Levi Porter for and in consideration of the premises, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said A. B. Mayer, her executors, administrators and assigns, the Canal Boat called "G. W. McCulloh" to have and to hold the same unto the said A. B. Mayer, her executors, administrators and assigns, forever. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Levi Porter shall well and truly pay unto the said A. B. Mayer, her executors, administrators or assigns, the aforesaid installments of purchase money upon each and every trip as aforesaid, until the same, with interest as aforesaid, shall be fully paid, and if the said Levi Porter shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this mortgage, then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void; otherwise to remain in full force and virtue in law.

And this Instrument further Witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said Levi Porter to make regular payments on account of said purchase money as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect upon the part of the said Levi Porter to freight for the said A. B. Mayer or the person or company whom she or her agent may direct as aforesaid, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat as before mentioned, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named to be done and performed on the part of the said Levi Porter, then and in either event the said A. B. Mayer, or her assigns, is hereby authorized to take immediate possession of said boat and after ten days public notice thereof in a newspaper printed in the City of Cumberland to sell said canal boat at public sale, as mortgagee, to the highest bidder for cash or on credit, and out of the proceeds of such sale pay first the expenses of such sale and advertisement, and then the balance due to the said A. B. Mayer, or her assigns, of the purchase money and interest. And the said Levi Porter covenants and agrees with the said A. B. Mayer to pay all taxes and assessments laid upon this mortgage debt. In Testimony whereof the said Levi Porter hereunto subscribes his name and affixed his seal.

Teste: J. B. Widener

Levi Porter {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 15th day of November 1865 before the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Levi Porter and acknowledged the foregoing instrument to be his act and deed.

J. B. Widener, J.P.

State of Maryland, Allegany County, to wit: I hereby certify that on this 20th day of November 1865 before the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared George W. McCulloh, agent of A. B. Mayer the mortgagee named in the foregoing mortgage and made oath in due form of law that the consideration stated in the said mortgage is true and bona fide as herein set forth and the said George W. McCulloh further made oath that he is the agent of the said A. B. Mayer and authorized to make said affidavit.

H. J. Wade, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 24, p. 510, 7/3/1866.

At the request of Thomas J. Baker, this Mortgage was recorded July 3, 1866.

This Mortgage made this third day of July in the year eighteen hundred and sixty six by James M. Baker of Washington County in the State of Maryland. **Witnesseth** that whereas I am indebted unto Thomas J. Baker of the County and State aforesaid in the sum of one thousand dollars current money and desire to secure the same, now therefore this Mortgage. **Witnesseth** that I do hereby grant, bargain and sell, assign, transfer and set over to the said Thomas J. Baker all the following personal property that is to say, one Canal Boat called G. E. Porter now engaged in the transportation of coal on the Chesapeake & Ohio Canal between Cumberland and Georgetown with all its accoutrements and equipment, also five mules and five sets of harness used now in towing the above boat. Provided that if I shall pay the said Thomas J. Baker the sum of one thousand [dollars] with interest from this date on or before the first day of July in the year 1868 then this Mortgage shall be void, otherwise it shall be of full and effect. Witness my hand and seal.

Test: Andrew Gonder

James M. Baker {Seal}

State of Maryland, Allegany County, To wit: I hereby certify that on this third day of July in the year 1866 before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County in the State of Maryland aforesaid, personally appeared James M. Baker and did acknowledge the foregoing Mortgage to be his act and deed and at the same time before me personally appeared Thomas J. Baker and made oath according to due form of law that the consideration in the foregoing mortgage set forth is true and bona fide as therein set forth.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 24, p. 652, 8/17/1866.

At the request of Jacob Brengle this Bill of Sale was recorded August 17, 1866.

I John McMullen of Allegany County in the State of Maryland, in consideration of the sum of seventy four dollars and ten cents paid me by Jacob Brengle of Allegany County and State of Maryland do hereby bargain and sell to the said Jacob Brengle the following property: one black medium size mule about five years old, one bay mule with a broken hip medium size and is about seven years old, and two sets of mule harness. Witness my hand and seal this seventeenth day of August in the year one thousand eight hundred and sixty six.

Test: Andrew Gonder

John McMullen {Seal}

State of Maryland, Allegany County, to wit: On this 17<sup>th</sup> day of August in the year of our Lord 1866 personally appeared before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County John McMullen and acknowledged the above Bill of Sale to be his act. And at the same time also appeared before me Jacob Brengle and made oath in due form of law that the consideration set forth in the said foregoing Bill of Sale is true and bone fide as therein set forth. In testimony whereof, I have subscribed my name.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 25, p. 646, 9/12/1867.

At the request of Jacob Brengle this Mortgage was recorded September 12<sup>th</sup> 1867.

I, Joseph Kirtley, of Allegany County, Maryland, being now indebted to Jacob Brengle of Allegany County, Maryland, in the sum of one hundred & twenty seven dollars and thirty seven cents, in consideration thereof do hereby bargain and sell to the said Jacob Brengle the following property, in said County, to wit: one gray mare mule, one sorrel mare mule, one black mare mule and one dun horse mule. Provided that if I, the said Joseph Kirtley, shall pay to the said Jacob Brengle the said sum of one hundred and twenty seven dollars and thirty seven cents, with interest thereon from the date hereof, on or before the 10<sup>th</sup> day of December next, then these presents shall be void. Provided that if default shall be made in the payment of the money aforesaid, or the interest thereon at the time or in the manner aforesaid, then it shall be lawful for the said Jacob Brengle to sell the said mortgaged property in the City of Cumberland by public auction for cash after giving ten days public notice of the time, place, manner and terms of sale be hand bills set up at three of the most public places in said City at least ten days prior to the day of sale, to pay the debt and all reasonable expenses that may be incurred in making such sale and the surplus, if any, over to the said Joseph Kirtley, his executors, administrators or assigns. Witness my hand and seal this 11<sup>th</sup> day of September 1867.

Test: J. B. Widener

Joseph Kirtley {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 11<sup>th</sup> day of September in the year eighteen hundred and sixty seven before me, the subscriber a Justice of the Peace of the State of Maryland in and for said County, personally appeared Joseph Kirtley and acknowledged the foregoing Mortgage to be his act. And at the same time before me also personally appeared Jacob Brengle, the mortgagee named in said Mortgage, and made oath in due form of law that the consideration in said Mortgage is true and bona fide as therein set forth.

J. B. Widener, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 26, p. 609, 12/4/1867.

At the request of John Cowden this Mortgage was recorded Dec. 4<sup>th</sup> 1867.

I, John Linqvist, of Allegany County, Maryland, being now indebted to John Cowden of Allegany County, Maryland, in the sum of one hundred & twenty five dollars, in consideration thereof do hereby bargain and sell to the said John Cowden the following property, to wit: one gray mare mule called "Molly" and one dun horse mule called "Jack." Provided that if I the said John Linqvist shall pay to the said John Cowden the said sum of one hundred and twenty five dollars, with interest thereon from the date hereof, on or before the first say of April next, then these presents shall be void. Witness my hand and seal this fourth day of December in the year eighteen hundred and sixty seven.

Test: J. B. Widener

his  
John X Linqvist  
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this fourth day of December in the year eighteen hundred and sixty seven, before the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared John Linqvist and acknowledged the foregoing mortgage to be his act and at the same time before me also personally appeared John Cowden and made oath in due for of law that the consideration in said mortgage is true and bona fide as therein set forth.

J. B. Widener, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 28, p. 24, 4/14/1868.

At the request of Jacob Brengle, the following Mortgage was recorded April 14<sup>th</sup> 1868.

I, Joseph Kirtley, of Allegany County, Maryland, being now indebted to Jacob Brengle of Allegany County, Maryland, in the sum of one hundred and fifty five dollars and fifty cents, in consideration thereof, do hereby bargain and sell to the said Jacob Brengle the following property, to wit: one gray mare mule, one black mare mule and one sorrel mare mule. Provided that if I the said Joseph Kirtley shall pay to the said Jacob Brengle the said sum of one hundred and fifty five dollars and fifty cents, with interest thereon from the date hereof, on or before the first day of August next, then these presents shall be void; and provided that if default shall be made in the payment of the money aforesaid or the interest thereon at the time or in the manner aforesaid, then it shall be lawful for the said Jacob Brengle to sell the said property in the City of Cumberland by public auction for cash after giving ten days public notice of the time, place, manner and terms of sale, by handbills set up at three of the most public places in said City prior to the day of sale and to apply the proceeds of such sale to the payment, in the first place of the expenses attending said sale, and then to the payment of the said debt and the surplus, if any, to pay to the said Joseph Kirtley, his executors, administrators or assigns. Witness my hand and seal this first day of April in the year 1868.

Test: J. B. Widener

Joseph Kirtley

State of Maryland, Allegany County, to wit: I hereby certify that on this first day of April in the year eighteen hundred and sixty eight, before the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Joseph Kirtley and acknowledged the foregoing mortgage to be his act. And at the same time before me also personally appeared Jacob Brengle, the mortgagee within named and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

J. B. Widener, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 28, page 614, 3/25/1869.

At the request of George Rossworm this Mortgage was recorded March 25th 1869.

This Mortgage made this 17th day of March in the year eighteen hundred and sixty nine by Edward V. Gannon and Philip T. Cartright of Allegany County in the State of Maryland. Witnesseth, whereas the said Edward V. Gannon and Philip T. Cartright are now indebted to George Rossworm of Allegany County in said State in the sum of six hundred and fifty dollars balance of the purchase money for the personal property hereinafter mentioned and described, which sum they are to pay in installments of fifty dollars each for every trip made by the Canal Boat called "George Long" from Cumberland to Georgetown, Washington City or Alexandria until the whole amount of said balance of purchase money with interest is paid. And whereas with a view to secure the payment of the installments regularly according to the covenants hereinafter inserted they the said Edward Gannon and Philip T. Cartright do execute these presents. Now therefore, the said Edward Gannon and Philip T. Cartright in consideration of the premises do hereby bargain and sell to the said George Rossworm the canal boat called "George Long," one bay horse mule, two dun mare mules, three sets of boat harness and all the furniture, fixtures and rigging now being upon and attached to said Canal Boat. Provided that if said Edward Gannon and Philip T. Cartright shall pay to the said George Rossworm the aforesaid installments of fifty dollars each as aforesaid with interest from the date of the present until the whole amount is paid according to the covenants of the said Edward Gannon and Philip T. Cartright hereinafter set forth in these present shall be void and the said Edward Gannon and Philip T. Cartright covenant to and with the said George Rossworm that they will regularly run the said boat to and from Cumberland to Georgetown, Washington City and Alexandria without intermission or lying by except when prevented from getting loading at Cumberland by strikes of the miners of coal or from unavoidable obstruction on the canal and the said Edward Gannon and Philip T. Cartright further covenant to and with the said George Rossworm to freight or carry coal with the said boat at current rates and wages and that they will pay the aforesaid installments of fifty dollars each with interest from the date of these presents until the whole amount of said balance of purchase money is paid for each and every trip to make and for every trip they covenant shall be made.

Provided that if default shall be made by the said Edward Gannon and Philip T. Cartright in any of the conditions of this Mortgage the said George Rossworm is hereby authorized the sell the said property for cash upon giving ten (10) days public notice of the time, place, manner and terms of sale by handbills set up in the City of Cumberland at least ten days prior to the day of sale to pay the mortgage debt and all reasonable expenses that may be incurred in making such sale and the surplus if any over to the said Edward Gannon and Philip T. Cartright.

Witness our hands and seals.

Teste: J. B. Widener

Edward V. Gannon {Seal}

P. T. Cartright {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 17th day of March in the year eighteen hundred and sixty nine before the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared Edward V. Gannon and Philip T. Cartright and severally acknowledged the aforegoing mortgage to be his act and at the same time before me

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also personally appeared George Rossworm, the mortgagee therein named and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

J. B. Widener, J.P.

I hereby release the foregoing mortgage. Witness my hand & seal this 11th day of September.

Witness: W. L. Archer

Geo. Rossworm {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 29, page 68, 10/9/1868.

At the request of Russell & Graham this Mortgage was recorded Nov. 13, 1868.

I, John R. Luckett, of Washington County, Maryland being now indebted to Mahlon H. Russell and Joseph J. Graham (partners trading under the name and style of Russell & Graham) of Allegany County, Maryland, in the sum of one hundred and fifty three dollars and ninety eight cents, in consideration thereof do hereby bargain and sell to the said Mahlon H. Russell and Joseph J. Graham, partners trading as aforesaid, the Canal Boat called "Fair Play." Provided that if I the said John R. Luckett, shall pay to the said Mahlon H. Russell and Joseph J. Graham, partners trading as aforesaid, the sum of one hundred and fifty three dollars and ninety eight cents, with interest thereon from the date hereof, on or before the first day of December 1869, then these presents shall be void. Witness my hand and seal this 25th day of August 1868.

Attest: Joseph Harrison

John R. Luckett {Seal}

State of Maryland, Washington County, to wit: I hereby certify that on this 25th day of August in the year eighteen hundred and sixty eight, before the subscriber, a Justice of the Peace of the State of Maryland, in and for said County, personally appeared John R. Luckett and acknowledged the foregoing mortgage to be his act. And at the same time before me also personally appeared Joseph J. Graham, one of the mortgagees in the 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.

Joseph Harrison, J.P.

State of Maryland, Washington County, to wit: I, Wm. McK. Rufflen, Clerk of the Circuit Court for Washington County, do hereby certify that Joseph Harrison, Esquire, before whom the above and accepted acknowledgement and affidavit were made and who hath thereto subscribed his name, was at the time of so doing, one of the Justices of the Peace of the State of Maryland, in and for said County, duly appointed, commissioned and sworn and that his signature is genuine. In testimony whereof, I hereunto subscribe my name and affix the seal of the Circuit Court aforesaid this 17th day of Dec. A.D. 1868.

Wm. McK. Rufflen, Clerk

Allegany County Courthouse, Cumberland, MD, Deed Book 29, p. 231, 2/10/1869.

At the request of Jacob Brengle, this Mortgage was recorded Feb. 10, 1869.

I, Alvin Wilson, of Allegany County, Maryland, being now indebted to Jacob Brengle of Allegany County, Maryland, in the sum of four hundred dollars, in consideration thereof, do hereby bargain and sell to the said Jacob Brengle the following property, to wit: one iron gray mare mule, one dark bay horse mule and one light bay mare mule, three sets of boat harness and the furniture, fixtures and rigging upon and attached to the Canal Boat called "Atlanta" situate in said Allegany County. Provided that if I the said Alvin Wilson shall pay to the said Jacob Brengle the said sum of four hundred dollars, with interest thereon from the date hereof, on or before the first day of February next, then these presents shall be void; and provided that if default shall be made in the payment of the money aforesaid or the interest thereon at the time or in the manner aforesaid, then it shall be lawful for the said Jacob Brengle to sell the said property in the City of Cumberland at public auction for cash after giving at least ten days public notice of the time, place, manner and terms of sale, by handbills set up in the most public places in said City. To pay the Mortgage debt and all reasonable expenses that may be incurred in making such sale and the surplus, if any, over to the said Alvin Wilson, his personal representative or assigns. Witness my hand and seal this sixth day of February 1869.

Test: J. B. Widener

Alvin Wilson {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 6<sup>th</sup> day of February in the year eighteen hundred and sixty nine, before the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Alvin Wilson and acknowledged the foregoing mortgage to be his act. And at the same time before me also personally appeared Jacob Brengle, the mortgagee named in said Mortgage and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

J. B. Widener, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 31, page 318, 7/15/1870.

At the request of Andrew Spier this Mortgage was recorded July 15th 1870.

This Indenture made this twelfth day of July eighteen hundred and seventy, between John G. Trieber of Allegany County, State of Maryland, party of the first part and A. Spier of Allegany County, State of Maryland party of the second part. Whereas the said party of the second part has this day sold to the said party of the first part the Canal Boat called "James C. Clarke" at and for the sum of fifteen hundred dollars, which said party of the first part is to pay to the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: forty dollars per trip for each and every trip said Boat shall made from Cumberland to Georgetown, Alexandria, Washington City, or any other port until the entire purchase money, with interest, is fully paid, crediting the respective payments thereon as of the time when such payments shall have been made. Said Boat to take its turn in the Maryland Coal Company line.

And whereas it was part of said contract of purchase and sale that the said party of the first part, and the said party of the second part, that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company, and to keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign, transfer or set over, or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever, without the consent in writing of the said party of the second part, or his authorized agent, all of which said stipulations the said party of the first part hereby covenants and agrees with the said party of the second part and his assigns, to fulfill and perform. Provided always that if the said Company should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip - if such want of readiness to load the boat is caused by any default on the part of the said Company or its agents; but in case of a glut of boats, or in case of such default either in loading or unloading happens from any other cause than a personal default of the said Company, or its agent, than all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention.

And whereas the said party of the first part is anxious to secure unto the said party of the second part, and his assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said party of the second part and his assigns the regular, prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents. Now, this Indenture Witnesseth that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said party of the second part and his assigns, the Canal Boat called "James C. Clarke" to have and to hold the same unto the said party of the second part and his assigns forever. Provided

Nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said party of the first part shall well and truly pay unto the said party of the second part or his assigns the aforesaid installments of purchase money, upon each and every trip as aforesaid until the whole purchase money, with the interest aforesaid, shall be fully paid and if the said party of the first part shall well and truly do and perform all the covenants on his part to be done and performed, as set forth in this mortgage, then this instrument of writing and every matter and thing herein contained, shall cease and be utterly null and void; otherwise to remain in full force and virtue in law.

And this instrument further Witnesseth that it is mutually agreed between the parties aforesaid that in case of any default upon the part of the said party of the first part to make regular payments, on account of said purchase money as herein provided, or in case of a failure to make regular trips as aforesaid with said Boat, or in case of a refusal or neglect upon the part of the said party of the first part to freight for the Company or person designated by the said party of the second part or his authorized agent, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a transfer without permission as aforesaid, or in case of a failure to perform any of the stipulations or recitals in this mortgage named to be done and performed on the part of the said party of the first part, then and in either event the said party of the second part, or his assigns, or any duly authorized agent, is hereby authorized to take immediate possession of said boat and after ten days public notice thereof in a newspaper printed in the City of Cumberland, to sell said canal boat at public sale, as mortgagee, to the highest bidder for cash or on credit, and out of the proceeds of such sale to pay first the expenses of such sale and advertisement and then the balance due to said party of the second part, or his assigns, of said purchase money and interest, and if there be any overplus the said party or his assigns are to pay the same to the said party of the first part. In witness whereof, the said John G. Trieber hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste:

John G. Trieber {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twelfth day of July 1870, before the subscriber, personally appeared John G. Trieber and acknowledged the foregoing instrument to be his act and deed.

Herman H. Hobrock, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this twelfth day of July 1870 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Andrew Spier, 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.

Herman H. Hobrock, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 31, page 613, 2/8/1871.

At the request of John Cole, the following Mortgage was recorded Feb. 8th 1871.

This Mortgage made this 7th day of February in the year eighteen hundred and seventy one by me Thomas V. Hays of Allegany County in the State of Maryland. Witnesseth, Whereas, I, the said Thomas V. Hays are now indebted unto John Cole of said County and State in the sum of five hundred and ninety six dollars and twenty five cents loaned and advanced to me by the said John Cole, which said sum I am to pay to the said John Cole in installments of twenty five dollars each for every trip made by the Canal Boat called "P. J. Smith" from Cumberland to Georgetown, Washington City or Alexandria until the whole of said sum with interest is paid. And whereas with a view to secure the payment of the said installments regularly according to the covenants hereinafter inserted I the said Thomas V. Hays do execute these presents.

Now therefore, in consideration of the premises I the said Thomas V. Hays do hereby bargain and sell to the said John Cole: one bay mule, one sorrel mule, two black mules, four sets of harness & also the furniture and rigging to the said boat belonging. Provided that if I the said Thomas V. Hays shall pay to the said John Cole the aforesaid installments of twenty five dollars each as aforesaid with interest from the date of these presents until the whole amount is paid according to the covenants of me the said Thomas V. Hays hereinafter set forth then these present shall be void. And I the said Thomas V. Hays do covenant to and with the said John Cole that I will regularly run the said boat 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 of coal or from unavoidable obstruction on the Canal and I the said Thomas V. Hays do further covenant to & with the said John Cole to freight or carry coal at current rates and wages and that I will pay the aforesaid installments of twenty five dollars each with interest from the date of these presents (until the whole of said sum of two hundred and ninety six dollars and twenty five cents is paid) for each and every trip so made and for every trip I covenant shall be made. Provided that if default shall be made in any of the conditions of this mortgage it shall be lawful for the said John Cole to sell the said property in the City of Cumberland by public auction for cash or upon credit after giving ten days public notice by handbills at three of the most public places in said City, giving notice of the time, place, manner and terms of sale, and to apply the proceeds of such sale to the payment in the first place of the expenses incurred in making such sale and then to the payment of the mortgage debt and the surplus, if any, to pay to me, the said Thomas V. Hays, my executors, administrators or assigns. Witness my hand and seal.

Teste: Herman H. Hobrook

Thomas V. Hays {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 7th day of February 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 personally appeared Thomas V. Hays and acknowledged the foregoing mortgage to be his act. And at the same time before me also personally appeared John Cole and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

Herman H. Hobrook, J.P.

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I hereby release the foregoing mortgage. Witness my hand & seal this 11th day of September.  
Witness: W. L. Archer Geo. Rossworm {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 32, page 340, 7/26/1870.

At the request of Jacob Cowden this Deed of Trust was recorded July 26<sup>th</sup> 1870.

This Deed, made this 13<sup>th</sup> day of July in the year eighteen hundred and seventy, by Daniel M. Reid. **Witnesseth**, That the said Daniel M. Reid is indebted unto Susan S. Reid in the sum of one thousand dollars, which she received from the estate of her Father as described in a certain Deed of Trust from said D. M. Reid to Jacob Cowden bearing date the 20<sup>th</sup> day of May 1870 and filed for record in the Circuit Court for Allegany County in the Clerk's Office whereof reference to which being had will more fully and particularly appear, and whereas the said Daniel M. Reid has expended a portion of said money so as aforesaid bound to him by said Susan Reid in purchasing certain mules. Now therefore this Indenture Witnesseth, that in order to protect and secure the said Susan Reid and assure to her the repayment of said sum of money, the said Daniel M. Reid doth grant unto the said Jacob Cowden in trust for the above described purpose one white mule, one black mule, one mouse colored mules and one sorrel mule, the same to remain in the possession and control of the said D. M. Reid to enable him to prosecute his business as a boatman, providing nevertheless if the said D. M. Reid shall pay unto the said Susan Reid or to anyone on her behalf the said sum of one thousand dollars at or before the expiration of two years from date of these presents, then this deed to be released, but if the said D. M. Reid shall fail to pay the said sum of money within the time stipulated, then the said Cowden shall sell the said property to the best advantage and after discharging the expenses of the trust pay over the balance to the said Susan Reid. Witness my hand and seal.

Test: Andrew Gonder

Daniel M. Reid {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 22<sup>nd</sup> say of July in the year 1870 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Daniel M. Reid and acknowledged the within Indenture to be his act.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 33, page 660, 7/22/1871.

At the request of Thomas J. Baker this Mortgage was recorded July 22<sup>nd</sup> 1871.

I, John T. James of Allegany County in the State of Maryland being now indebted to Thomas J. Baker of Washington County, State aforesaid, in the sum of six hundred dollars, in consideration thereof do hereby bargain and sell to the said Thomas J. Baker the following property, to wit: Four mules, four sets of mule harness and all of the rig now on board of Canal Boat "Ichabod Crane." Provided, that if I the said John T. James shall pay to the said Thomas J. Baker the said sum of six hundred dollars on or before the first day of December in the year eighteen hundred and seventy one, then these presents shall be void. Witness my hand and seal this twenty second day of July 1871.  
Witness: Andrew Gonder  
John T. James {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty second day of July in the year eighteen hundred and seventy one personally appeared before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, John T. James and acknowledged the foregoing to be his act and deed. And at the same time also appeared Thomas J. Baker who made oath in due form of law that the consideration set forth in the foregoing Mortgage is true & bona fide as therein set forth.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 35, page 522, 5/16/1872.

At the request of John Cole this Mortgage was recorded May 16th, 1872.

I, Oliver Boley of Allegany County, State of Maryland, being now indebted to John Cole of Allegany County and State of Maryland, in the sum of one thousand dollars, in consideration thereof I do hereby bargain and sell to the said [John Cole] the following property, to wit: 1 Bay Mare Mule, 1 Black Horse Mule, 2 Chestnut Horse Mules, Harness, boat rig & fixtures. Provided that if I the said Oliver Boley shall pay to the said John Cole the said sum of one thousand dollars with the interest thereon from date hereof, on or before the day of in the year 187 . The said Oliver Boley to run boat day and night until the above amount is paid. Then this mortgage shall be void.

Witness my hand and seal this 20th day of March in the year 1872.

Teste: J. M. Strong

Oliver Boley {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this sixth day of May 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, personally appeared Oliver Boley and acknowledged the foregoing Mortgage, bill of sale, to be his act, and at the same time also appeared before me John Cole and made oath in due form of law, that the consideration set forth in the said foregoing mortgage is true and bona fide as therein set forth.

In testimony whereof, I have subscribed my name.

J. M. Strong, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 38, page 136, 10/9/1872.

At the request of George W. Swain this Bill of Sale was recorded Oct. 9, 1872.

This mortgage made this 15th day of July in the year eighteen hundred and seventy two between Susan Taffel of Allegany County in the State of Maryland of the one part and George W. Swain of Washington County of the other part. Whereas the said Susan Taffel has sold unto the said George W. Swain 4 mules, three bay mules and one sorrel mule, for and in consideration of the sum of (\$750.00) seven hundred and fifty dollars to be paid by trippage (\$35.00) thirty five dollars per trip during the boating season until all is paid. Said mules are to be fed, taken care of and kept in first rate order. Now, therefore, this mortgage witnesseth that in consideration of the premises and of one dollar the said George W. Swain does grant unto the said Susan Taffel & her assigns 3 bay mules and 1 sorrel mule, together with the harness and rigging thereunto belonging. To have and to hold the said harness and rigging to the said Susan Taffel and her assigns. If, however the said George W. Swain shall make payments and perform the covenants herein on his part contained then this mortgage shall be void and the said George W. Swain for himself, his heirs, executors, administrators and assigns covenant with the said Susan Taffel and her assigns to pay and perform as follows, that is to say: to pay the said Susan Taffel or her assigns the sum of thirty five dollars on every trip until the time arrives when all is paid. And the said Susan Taffel is hereby authorized to sell the said property in case of default by the said George W. Swain if in any of the conditions of this mortgage as aforesaid for one half cash and the balance in six months with interest upon giving three weeks public notice of the time, place, manner and terms of sale in some newspaper printed and published in the City of Cumberland at least once a week for three successive weeks prior to the day of sale and apply the proceeds of such sale to the payment in the first place of the mortgage debt and the surplus if any to pay to the said George W. Swain his heirs, executors, administrators or assigns.

Witness my hand and seal.  
Herman H. Hobbrook

George W. Swain {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 15th day of July in the year eighteen hundred and seventy two before me the subscriber a Justice of the Peace in and for Allegany County personally appeared George W. Swain and acknowledged the foregoing mortgage to be his act. And before me also personally appeared Susan Taffel & made oath in due form of law that the consideration in the said mortgage is true & bona fide as therein set forth.

Herman H. Hobbrook, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 39, page 399, 4/7/1873.

At the request of A. Louis Miller, the following mortgage was recorded April 7th, 1873.

We Benjamin F. Jackson & George W. Swain of Washington County, State of Maryland, being now indebted to A. Louis Miller of Allegany County, and State of Maryland in the sum of eight hundred and seventy five dollars in consideration whereof I do hereby bargain and sell to the said A. Louis Miller the following property, to wit: one black mare mule, one gray headed mare mule, two bay mare mules and one bay mule. Provided that if we the said Benjamin F. Jackson & George W. Swain shall pay to the said A. Louis Miller the said sum of eight hundred and seventy five dollars with the interest thereon from the date hereof on or before the 1st day of August in the [year] 1873, then this mortgage shall be void. Witness my hand and seal this 28th day of March in the year 1873.

Teste: H. J. Flannagan

his  
Benjamin F. X Jackson {Seal}  
mark  
George W. Swain {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 28th day of March 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 B. F. Jackson & G. W. Swain and acknowledged the foregoing mortgage to be their act and at the same time also appeared before me A. Louis Miller and made oath in due form of law that the consideration set forth in the said foregoing mortgage is true and bona fide as therein set forth. In testimony whereof, I have subscribed my name.

H. J. Flannagan, J.P.

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Allegany County Courthouse, Cumberland, Md., Deed Book 39, page 400, 4/7/1873.

At the request of A. Louis Miller this Mortgage was recorded Apr. 7th 1873.

I Richard D. Kerfoot of Jefferson County, State of W, Va., being now indebted to A. Louis Miller of Allegany County, and State of Maryland, in the sum of Eight hundred and fifty dollars, in consideration thereof, I do hereby bargain and sell to the said A. Louis Miller the following property, to wit: one black mare mule, one large bay horse mule, one mouse colored horse mule, one bay mare mule and one bay horse mule & three sets of harness. Provided that if I the said Richard D. Kerfoot shall pay to the said A. Louis Miller the said sum of Eight hundred and fifty dollars and the interest thereon from the date hereof on or before the 1st day of August in the year 1873, then this mortgage shall be void. Witness my hand and seal this 31st day of March in the year 1873.

Teste: H. J. Flannagan

R. D. Kerfoot {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 31st day of March 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 Richard D. Kerfoot and acknowledged the foregoing Mortgage to be his act, and at the same time also appeared before me A. Louis Miller and made oath in due form of law that the consideration set forth in the foregoing Mortgage is true and bona fide as therein set forth. In testimony whereof, I have subscribed my name.

H. J. Flannagan, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 39, page 421, 5/3/1873.

At the request of A. L. Miller this Bill of Sale was recorded May 3rd 1873.

I Talbot Butt of Cumberland, Allegany County, and State of Maryland in consideration of eight hundred & fifty dollars paid me by A. L. Miller of said County, do hereby bargain and sell to the said A. L. Miller the following property, to wit: (5) Five mules and harness. Description: one gray mare mule; 1 bay horse mule; one black horse mule; one black mare mule, on dark bay horse mule. Witness my hand and seal this 25th day of April 1873.

Teste: H. J. Flanagan

his  
Talbot X Butt {Seal}  
mark

State of Maryland, Allegany County, to wit: On this 25th of April 1873 before the subscriber a Justice of the Peace in and for Allegany County personally appeared Talbot Butt and did acknowledge the foregoing Bill of Sale to be his act and deed and at the same time personally appeared A. L. Miller and made oath in due form of law that the consideration stated in the foregoing Bill of Sale is true and bona fide as therein set forth.

H. J. Flanagan, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 39, page 421, 5/3/1873.

At the request of A. L. Miller, the following Bill of Sale was recorded May 3rd 1873.

I Charles M. Atwell of Georgetown, in consideration of two hundred & twenty five dollars paid me by A. L. Miller of said Cumberland, Allegany County, do hereby bargain and sell to the said A. L. Miller the following property, to wit: Two Mules: "One sorrel mare mule; and one horse mule." Also, one brown or mouse colored mare mule. Witness my hand and seal this 22nd day of April 1873.

Teste: H. J. Flanagan

Charles M. Atwell {Seal}

State of Maryland, Allegany County, to wit: On this 22nd of April 1873 before the subscriber a Justice of the Peace in and for the State & County aforesaid personally appeared Charles M. Atwell and did acknowledge the foregoing Bill of Sale to be his act and deed, and at the same time personally appeared A. L. Miller and made oath in due form of law that the consideration stated in the foregoing Bill of Sale is true and bona fide as therein set forth.

H. J. Flanagan, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 39, page 421, 6/28/1873.

At the request of John T. Dixon & John Sheridan this Mortgage was recorded June 28th 1873.

This Mortgage made this 10th day of April 1873 by me Joseph Knowel of Allegany County Maryland. Witnesseth, that whereas I am now indebted to John T. Dixon & John Sheridan of the City of Cumberland, Maryland in the sum of eleven hundred dollars, and am desirous to secure the payment of the same also. Witnesseth that in consideration of the premises, I the said Joseph Knowel do grant and hereby convey unto the said John T. Dixon and John Sheridan all my right, title and interest in the Canal Boat known, registered as "Lillie Lemmen." Provided however that if said Joseph Knowel shall pay unto the said Dixon and Sheridan the sum of fifty five dollars for every trip made by the said "Lillie Lemmen" and continue said payments until the aforesaid sum of eleven hundred dollars, with interest, is fully paid and shall also perform the covenants contained in a Mortgage on the said boat held by Frederick Mertens; and shall also perform the covenants hereinafter contained, then this Mortgage shall be void, and I the said Joseph Knowel do hereby covenant with the said John T. Dixon and John Sheridan to pay in trippage above reserved, accounting from the last trip made prior to the date hereof also to perform the conditions contained in the mortgage held by said Mertens and further that I will run the said boat on night and day trips and will at all times work a full team in the running of said boat and will continue to run said boat as a night and day boat until the said sum of eleven hundred dollars is fully paid and the mortgage of said Mertens is also satisfied. But in case I shall make default in the payments above specified or upon a breach of any covenant herein contained on my part to be performed then in that case I hereby authorize the said John T. Dixon & John Sheridan or their certain attorney to sell the said boat at public auction for cash, after giving twenty days public notice of the time, place, manner and terms of sale by advertisement inserted in some newspaper published in Cumberland and with the proceeds of said sale the said Dixon and Sheridan shall first pay the costs of such sale, including a reasonable commission to themselves for making sale, they shall then pay and satisfy the above debt of eleven hundred dollars with interest thereon from the date hereof or the balance of said debt which may remain due at the time of sale. They shall then pay the balance due to Frederick Mertens on the mortgage above referred to and the balance if any they shall pay over to me the said Joseph Knowel. Witness my hand and seal.

Teste: H. J. Flanagan

his  
Joseph X Knowel {Seal}  
mark

State of Maryland, Allegany County, SS: I hereby certify that on this \_\_\_ day of April 1873 personally appeared before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County Joseph Knowel and did acknowledge the above mortgage to be his act and on the 28th day of June 1873 also personally appeared before me John T. Dixon, one of the mortgagees in the foregoing mortgage and made oath that the consideration in said mortgage is true and bona fide as therein set forth.

H. J. Flanagan, J.P.

Allegany County Courthouse, Cumberland, Md., Deed Book 40, page 234, 9/22/1873.

At the request of Frederick Mertens this Mortgage was recorded Sep. 22, 1873.

This Indenture made this fifteenth day of September eighteen hundred and seventy three between R. D. Kerfoot of Allegany County, State of Maryland, party of the first part, and F. A. Mertens of Allegany County, State of Maryland, party of the second part. Whereas the said party of the second part has sold to the said party of the first part, the canal boat called "J. R. Ray" at and for the sum of twenty one hundred dollars, which the said party of the first part is to pay to the said party of the second part in installments and in the manner and upon the terms hereinafter mentioned, to wit: Forty (\$40) dollars for each & every trip said boat shall make from Cumberland to Georgetown, Washington, Alexandria or any other point, until the entire purchase money with interest is fully paid crediting the respective payments thereon as of the time when such payments shall have [been] made. And whereas it was part of this contract of purchase and sale between the said party of the first part and the said party of the second part, that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City in regular trips, both day and night, with as much expedition and regularity as can be reasonably done; and to receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall devise; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire and Baltimore Coal Company and keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign, transfer, or set over, or otherwise by any act or deed permit the said boat to be assigned, transferred, or set over unto any person or persons whomsoever, without the consent in writing of the said party of the second part or his authorized agent, all of which said stipulations the said party of the first part hereby covenants and agrees with the said party of the second part and his assigns to fulfill and perform. Provided always that if the said company should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip – if such want of readiness to load the boat is caused by any default on the part of the said company, or their agents, but in case of a glut of boats, or in case such defaults, either in loading or unloading, happens from any other cause than a personal default of the said company, or its agents, then all the said company coal boats must take their turn in loading and unloading, and no claim shall be made for such detention.

And whereas the said party of the first part is anxious to secure unto the said party of the second part, and his assigns, the regular and due payment of each and every installment of said purchase money and also to secure to the said party of the second part and his assigns, the regular, prompt and due performance of the covenants aforesaid; the said party of the first part is willing to execute these presents. Now this Indenture, Witnesseth, that the said party of the first part, for and in consideration of the premises, hath granted, bargained, and sold and by these presents doth grant, bargain and sell unto the said party of the second part and his assigns the canal boat called "J. T. Ray." To have and to Hold the same unto the said party of the second part and his assigns forever. Provided nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said party of the first part shall well and truly pay unto the said party of the second part, or his assigns, the

aforesaid installments of purchase money upon each and every trip as aforesaid until the whole purchase money with the interest as aforesaid shall be fully paid; and if the said party of the first part shall well and truly do and perform all the covenants on his part to be done and performed, as set forth in this mortgage, then this instrument of writing and every matter and thing therein contained, shall cease and be utterly null and void; otherwise to remain in full force and virtue in law.

And this instrument further Witnesseth that it is mutually agreed between the parties aforesaid that in case of any default upon the part of the said party of the first part to make regular payments on account of said purchase money, as herein provided or in case of a failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect upon the part of the said party of the first part to freight for the company or person designated by the said party of the second part, or his agents, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat as before mentioned, or in case said boat is not kept in proper repair, or in case of a transfer without permission, as aforesaid, or in case of a failure to perform any of the stipulations or recitals in this mortgage named to be done and performed on the part of the said party of the first part then and in either event, the said party of the second part, or his assigns, or any duly authorized agent, is hereby authorized to take immediate possession of said boat and after ten days public notice thereof in a newspaper printed in the City of Cumberland, to sell said canal boat at public sale as mortgagee to the highest bidder for cash or on credit, and out of the proceeds of such sale pay first the expenses of such sale and advertisement, and then the balance due to said party of the second part, or his assigns, of said purchase money and interest, and if there be any overplus, the said party or his assigns are to pay the same to the said party of the first part.

In witness whereof, the said R. D. Kerfoot hath herewith subscribed his name and affixed his seal on the day and year first above written.

Teste: Jas. M. Beall

R. D. Kerfoot {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 10<sup>th</sup> day of September 1873, before the subscriber, personally appeared R. D. Kerfoot and acknowledged the foregoing instrument to be his act and deed.

Jas. M. Beall, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 15<sup>th</sup> day of September 1873 before the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County personally appeared F. A. Mertens, Jr. 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 and that he is the agent of and authorized by [Frederick Mertens] to make such affidavit. In witness whereof, I hereunto subscribe my name, on the day and year aforesaid.

Jas. M. Beall, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 40, page 240, 11/27/1873.

At the request of Alex M. Adams this Bill of Sale was recorded Nov. 22, 1873.

I Wesley Bowers of Dam Number Four, Washington County, State of Maryland in consideration of seven hundred & seventy five [dollars] paid me by Alexander M. Adams of Cumberland, Allegany County, State of Maryland do hereby bargain and sell to the said Alexander Adams the following property, viz: one dark bay mare mule four years old, and two dark bay mules six years old, harness, brass & cabin rig now on boat "F. M. Le Fever." Witness my hand and seal this 21st day of November in the year eighteen hundred and seventy three.

his  
Wesley X Bowers  
mark

Teste: H. H. Howard

State of Maryland, Allegany County, to wit: I hereby certify that on this 20th of November in the year eighteen hundred and seventy three before me the subscriber one of the Justices of the Peace in and for Allegany County of said State personally appeared Wesley Bowers and acknowledged the foregoing instrument of writing to be his act and deed.

Herman H. Hobrook, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 41, page 132, 12/29/1873.

At the request of John T. Dixon & John Sheridan this Mortgage was recorded Dec. 29th 1873.

This Mortgage made this 10th day of November 1873 by me Charles M. Thomas of the City of Cumberland and Maryland. Witnesseth, that whereas I am now indebted to John T. Dixon & John Sheridan trading as John T. Dixon & Co. of the City of Cumberland, Maryland in the sum of eight hundred dollars, in consideration thereof I the said Charles M. Thomas do grant and hereby convey in full [to] the said John T. Dixon and John Sheridan trading as John T. Dixon & Company the Canal Boat called "Johnnie & Tommie" now in my possession being the same boat which I bought of Richard Coulehan, also six mules, three of which are brown mare mules, one of which a sorrel mare mule, one black horse mule and one dark brown horse mule, also the harness of said mules and the rigging of said boat. Provided however that if said Charles M. Thomas shall make the payments and perform the covenants herein on my part contained then this mortgage shall be void. And I the said Thomas hereby covenant with said Dixon and Sheridan trading as aforesaid to pay and perform as follows: first to pay the sum of twenty dollars on each and every trip made by said Canal Boat between Cumberland and Alexandria or Georgetown or other points of delivery of coal on the Chesapeake and Ohio Canal and to continue said payments of twenty dollars per trip until the mortgage on said boat held by a certain Richard Coulehan is fully paid and after said mortgage is paid to increase the payment herein above reserved to forty dollars per trip and to continue said payments of twenty dollars and forty dollars per trip until said sum of eight hundred dollars together with interest on the same from the 15th of March 1874 is paid, interest to be calculated on this mortgagee debt by allowing reduction for partial payments on the same which may be made from time to time. And I the said Charles M. Thomas further covenant with the said Dixon and Sheridan as aforesaid that I will run the said boat on night and day trips and will use all due diligence in running the same. And in case of the sum payments of the amounts agreed to be paid on each trip as hereinabove reserved & where breach of any covenant herein on my part contained then and in that case I hereby authorize the said John T. Dixon and John Sheridan or their certain attorney to sell the above mortgaged property for cash at public sale, after giving three weeks public notice of the time, place, manner and terms of sale by advertisement published in some paper printed in Cumberland and with the proceeds of such sale [to pay] the expenses attending the same, including a reasonable commission to the person making such sale shall be paid, then the balance unpaid of said eight hundred dollars and interest therein shall be paid unto the said John T. Dixon and John Sheridan trading as John T. Dixon and Company and the balance if any shall be paid to me the said Charles M. Thomas. Witness my hand and seal.

Teste: H. J. Flanagan

C. M. Thomas {Seal}

State of Maryland, Allegany County, SS: I hereby certify that on this 10th day of November 1873 personally appeared before the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County Charles M. Thomas and did acknowledge the above mortgage to be his act and deed also at the same time also appeared before me John T. Dixon, one of the mortgagees in the above mortgage and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth. I further certify that the word "month" in the 14th line of the 2nd page of this mortgage was erased and the word "trip" was interlined in place thereof at the execution of this mortgage.

H. J. Flanagan, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 41, page 133, 12/29/1873.

At the request of John T. Dixon & Co. this Mortgage was recorded Dec. 29th 1873.

This Mortgage made this 9th day of December in the year eighteen hundred and seventy three by me John T. Cdeing of Allegany County in the State of Maryland. Witnesseth, that for and in consideration of the sum of two hundred & fifty dollars now due from me the said John T. Cdeing to John T. Dixon & Co. of Allegany County and State of Maryland and in order to secure the payment thereof to the said John T, Dixon & Co., I the said John T. Cdeing do hereby bargain and sell to the said John T. Dixon & Co. the following property: one bay horse mule; one black mare mule; one mouse colored horse mule; one dun horse mule; and the harness that are now used with said mules and also the boat rig now on the Canal Boat "H. W. Shuck" including working stove and furniture on said Boat. Provided that if I the said John T. Cdeing shall pay to the said John T. Dixon & Co. or his assigns the said sum of two hundred & fifty dollars, with the interest thereon from the date hereof in installments of twenty five dollars each for all the trips made by said Canal Boat called "H. W. Shuck" or any other Canal Boat on which said mules may work in freighting coal on the Chesapeake and Ohio Canal from Cumberland to Georgetown, Alexandria, or any other port east of Cumberland, until the entire sum of two hundred & fifty dollars is paid with the interest thereon. Provided said whole sum and interest be paid on or before the first day of November in the year eighteen hundred and seventy four, then this Mortgage shall be void. And I the said John T. Cdeing do hereby covenant and agree that if in default of the payments of any of the said hereinbefore mentioned installments, the said John T. Dixon & Co. or his assigns may and is hereby authorized to seize said mules or any of them, and said harness boat rig and boat furniture, and sell the same to the highest bidder for cash, whenever the same may be so seized and taken, first giving notice by hand bills for at least ten days of such sale, and then pay himself the amount that may be still due to him, and all expenses attending the sale and seizure, and if there be any overplus, to pay the same to me, the said John T. Cdeing or my assigns. In witness whereof, I have subscribed my name and affixed my seal.

Teste: H. J. Flanagan

his  
John T. X Cdeing {Seal}  
mark

State of Maryland, Allegany County, to wit: On this ninth day of December in the year of our Lord, eighteen hundred and seventy three, personally appeared before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, John T. Cdeing and acknowledged the foregoing mortgage to be his act. And at the same time also appeared before me John T. Dixon and made oath in due form of law that the consideration set forth in said foregoing mortgage is true and bona fide as herein set forth. In witness whereof, I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J.P.

Allegany County Courthouse, Cumberland, Md., Deed Book 42, page 360, 4/9/1874.

At the request of Chas Robb & Alex Adams this Mortgage was recorded April 9th 1874.

This Mortgage made this ninth day of April in the year of our Lord one thousand eight hundred and seventy four by Wesley Bowers of Dam Number Four, Washington County, State of Maryland to Chas Robb and Alex Adams of Cumberland, Allegany County, State of Maryland, to secure to the said Chas Robb & Alex Adams the sum of one thousand five hundred dollars to be paid them by the said Wesley Bowers. The said sum of one thousand five hundred dollars being the purchase money of Boat formerly known as J. M. Le Fever and known as Nuttie & Billie, the same being this day sold and delivered to the said Wesley Bowers by the said Chas Robb and Alex Adams and the said Wesley Bowers in consideration of the sale and delivery to him of the said property now freely done and completed, by the said Chas Robb and Alex Adams and to secure the said Chas Robb and Alex Adams the above named sum of one thousand five hundred dollars, with interest on the amount due after last trip of present boating season, to be paid to the said Chas Robb and Alex Adams in the following manner, to wit: The sum of thirty five dollars trippage to be paid by the said Wesley Bowers to the said Chas Robb and Alex Adams for each and every trip made by the said Boat Nuttie & Billie on the Chesapeake & Ohio Canal from Cumberland to Georgetown or Alexandria or other point on said Canal, said payment to be made immediately on the return of the said Canal Boat to Cumberland, until the said sum of one thousand five hundred dollars together with interest as above stated, shall have been fully paid and satisfied. And the said Wesley Bowers agrees with the said Chas Robb and Alex Adams that if he the said Bowers at any time shall neglect to pay any of the said sums so conditioned to be paid within five days after the same shall have become due and payable, then it shall be lawful for the said Chas Robb & Alex Adams to seize upon and take into their possession, without any process of law whatsoever the aforementioned Boat, and to sell the same at Public Sale in the said City of Cumberland after giving ten days notice of said sale in one or more newspapers published in the City of Cumberland, the proceeds of said sale after deducting therefrom the amount then due to the said Chas Robb and Alex Adams yet unpaid, together with costs of said seizure and sale, to be paid over to the said Wesley Bowers, and the said Bowers further agrees to use all due and proper diligence in making trips with said Boat, and to keep said Boat in good repair and in good running order. In witness whereof, I have hereunto set my hand and affixed me seal on the day and date hereinbefore written.

Teste: H. J. Flannagan

his  
Wesley x Bowers {Seal}  
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this ninth day of April in the year eighteen hundred and seventy four, personally before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, aforesaid, Wesley Bowers the mortgagor in the foregoing mortgage and acknowledged the foregoing to be his act; and at the same time and place appeared Chas Robb & Alex Adams, the mortgagees, and made oath on the Holy Evangely of Almighty God, that the consideration therein named is true and bona fide.

H. J. Flannagan, J.P.

Allegany County Courthouse, Cumberland, Md., Deed Book 43, page 260, 10/24/1874.

At the request of Michael Quigley this Mortgage was recorded Oct. 24, 1874.

This Indenture made this 23<sup>rd</sup> day of September. eighteen hundred and seventy four between Thomas Newton Turner of Washington County, State of Maryland, of the first part, and Michael Quigley of Allegany County, State of Maryland, party of the second part. Whereas the said party of the second part has this day sold to the said party of the first part the Canal Boat called "R. B. Cropley" and also one bay horse mule 7 years old called "Jack," one black horse mules 6 years old called "Dick," one bay mare mules 5 years old called "Jule," one iron gray mare mule 5 years old called "Kate," and one iron gray mare mule 6 years old called "Bird" at and for the sum of seventeen hundred and fifty dollars, which the said party of the first part is to pay to the said party of the second part, in installments, and in the manner and upon the terms hereinafter mentioned, to wit: Forty dollars for each and every trip said boat shall make from Cumberland to Georgetown, Washington, Alexandria or any other point, until the entire purchase money with interest is fully paid, crediting the respective payments thereon as of the time when each payment shall have been made. And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City in regular trips both day and night, with as much expedition and regularity as can be reasonably done; and to receive the loads of said boat promptly at each trip, with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire and Baltimore Coal Company, and keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign, transfer, or set over, or otherwise by any act or deed permit the said boat or any of said mules to be assigned, transferred, or set over unto any person or persons whomsoever, without the consent, in writing, of the said party of the second part or his authorized agent, all of which said stipulations the said party of the first part hereby covenants and agrees with the said party of the second part and his assigns, to fulfill and perform; provided always that if the said company should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip, if such want of readiness load the boat is caused by any default on the part of the company or its agents; but in case of a glut of boats, or in case of such default, either in loading or unloading, happens from any other cause than personal default of the said company or its agents, then all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention. And whereas the said party of the first part is anxious to secure unto the said party of the second part, and his assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said party of the second part, and his assigns, the regular, prompt and due performance of the covenants aforesaid; the said party of the first part is willing to execute these presents.

Now this Indenture Witnesseth, that the said party of the first part, for and in consideration of the promises, hath granted, bargained and sold by these presents doth grant, bargain and sell unto the said party of the second part and his assigns, the Canal Boat "R. B. Cropley" and the said above described five mules, to have and to hold the same unto the said party of the second part and his assigns

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

Teste: J. Wm. Jones

T. N. Turner {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty third day of September 1874 before the subscriber, personally appeared Thomas Newton Turner and acknowledged the foregoing instrument to be his act and deed.

J. Wm. Jones, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified, that on this twenty third day of September 1874 before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Michael Quigley, mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof, I hereunto subscribe my name on the day and year aforesaid.

J. Wm. Jones, J.P.

Allegany County Courthouse, Cumberland, Md., Deed Book 43, page 287, 10/1/1874.

At the request of John T. Dixon this Mortgage was recorded Oct. 1st 1874.

This Mortgage made this 1st day of October 1874 by me, Richard D. Kerfoot of Jefferson County, W. Virginia. Witnesseth, that whereas I am now indebted unto John T. Dixon of the City of Cumberland, Maryland in the sum of one hundred and seventy seven dollars and forty seven cents (\$177.47) and am desirous of securing the payment thereof in consideration thereof I the said R. D. Kerfoot do grant, sell and hereby convey unto the said John T. Dixon the Canal Boat "John R. Ray" built and sold to me by Frederick Mertens, also five mules (one black mare mule, one large bay mule, one mouse colored mule, one sorrel mule and one gray mule) being the team now driven on said Boat. Provided that if I the said R. D. Kerfoot shall pay unto the said Dixon the said sum of one hundred & seventy seven dollars & forty seven cents with interest thereon from date hereof on or before the 1st day of December 1874 then this Mortgage shall be void; but in case I shall make default in the above payment as above specified then it shall be lawful and I hereby authorize the said John T. Dixon or his certain attorney to sell the above mortgaged property at public sale for cash after giving ten days notice of the time, place, manner & terms of sale by advertisement in some newspaper published in Cumberland and with the proceeds of said sale he shall pay the costs thereof, the above mortgage debt with interest to the day of sale, and the balance he shall pay over to me the said Kerfoot. Witness my hand and seal.

Teste: D. Blocher

R. D. Kerfoot {Seal}

State of Maryland, Allegany County, ss: I hereby certify that on this 1st day of October 1874 personally appeared before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, Richard D. Kerfoot and did acknowledge the above mortgage to be his act & deed also at the same time personally appeared before me John T. Dixon the mortgagee in the foregoing mortgage and made oath in due form of law that the consideration of the above mortgage is true and bona fide as therein set forth.

D. Blocher, J.P.

Miscellaneous Allegany County Canal Boat Mortgages 1832 - 1879

Allegany County Courthouse, Cumberland, MD, Deed Book 46, p 494, 1/4/1876.

At the request of S. A. Cox, Trustee, this deed was recorded Jan. 4, 1876.

This Deed made this 4th day of January in the year of our Lord eighteen hundred and seventy six by Joseph Magruder. Witnesseth, that whereas Bridget Magruder, wife of said Joseph Magruder, is largely indebted unto William Walsh and Thomas J. McKaig for rent accruing and in arrears and whereas the said Walsh & McKaig desire and have demanded immediate payment thereof and whereas the said Bridget Magruder is utterly unable to pay the said debt at present and any proceedings to collect the same, would very seriously embarrass and inconvenience her, at this time, and the said Walsh & McKaig appreciating this have agreed in consideration thereof and that the said Joseph Magruder and Bridget Magruder shall execute and deliver to them their joint note for seven hundred and ninety nine dollars and thirty cents payable to their order on or before the 26th day of February eighteen hundred and seventy seven and the further consideration that the said Joseph Magruder shall secure said note by a deed of trust upon certain personal property belonging to him; that they the said Walsh & McKaig will institute no proceedings for the collection of said rent until the maturity of said note and whereas the said William Walsh is security for said Joseph Magruder upon certain commercial paper to the amount of about sixty six dollars and \_\_\_ cents and the said Joseph Magruder is also indebted unto S. A. Cox for fees in various cases in the sum of forty dollars, and said Magruder is desirous to secure and save harmless the said Walsh from any liability he may incur as security as aforesaid and secure the ultimate payment of the sum so as aforesaid due to the said S. A. Cox and to this end has agreed to assign the property hereinafter mentioned unto S. A. Cox of Allegany County, State of Maryland, in trust for the payment of the aforesaid notes and indebtedness. Now therefore in consideration of the above recited premises the said Joseph Magruder doth grant unto the said S. A. Cox the following property, to wit: one Canal Boat "Col. J. B. Tice" with all the furniture, improvements, apparatus, &c. belonging to the same, also one gray horse Mule, one black mare Mule, one mouse colored mare Mule and one black horse Mule and ten sets of boat harness which said property is situated in Allegany County, State of Maryland, to have and to hold the said above described property in trust to sell and dispose of the same at public or private sale and upon such terms and notice as he may deem most expedient and beneficial to all parties in interest in case the said party of the first part or the said Bridget Magruder shall fail to pay the said indebtedness to Walsh & McKaig in or before the 28th day of February 1877 and in case the said party of the first part shall fail to pay Joseph H. Fayer, or his assigns, the said paper or note on which said Walsh is security on or before the first day of April 1876 or in case he fails to pay the said S. A. Cox the said sum to as aforesaid due him in or before the first day of July 1876 and in case he shall sell or for any one or other the aforesaid cause he shall then sell at the same time to satisfy all of such several debts and claims which shall in such case become due for that purpose making a rebate of interest pro rate for the time, payment would be interrupted and shall apply the proceeds arising from said sale as follows: first to the payment of all costs and charges he may incur in the execution of said trust, second in payment and satisfaction of the several debts hereinbefore recited *pari passu* and without any preference or priority of payment and also a commission of six percent to said trustee and after all such debts and expenses are satisfied, the surplus if any to the said Joseph Magruder and it is further agreed that he the said S. A. Cox shall not be in any manner responsible for any accident, loss or deterioration of said property or for anything except the money that shall come into his hands or willful and gross neglect. And the said Joseph Magruder further covenants and

agrees to insure said Boat at once in some good insurance office for such sums as the rules of said office allow and to assign the said policy to the trustee for the further security of the parties within named. Witness the hand and seal of the party of the first part and the signatures of the said S. A. Cox, Trustee, and the said Walsh and McKaig.

Teste:

D. Blocker

his

Joseph X Magruder {Seal}

mark

S. A. Cox, Trustee {Seal}

William Walsh {Seal}

Thomas J. McKaig {Seal}

State of Maryland, Allegany County, to wit: On this 4th day of January in the year 1876, personally appeared before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, Joseph Magruder and did acknowledge the foregoing deed to be his act and deed and at the same time appeared S. A. Cox, Trustee, within named and for himself and as the agent for said Walsh and McKaig and made oath that the consideration in the within named Deed of Trust is true and bona fide as therein set forth and also made oath that he had authority as such agent from said Walsh and McKaig to make such oath.

D. Blocker, J.P.

All interlineations in this mortgage made before acknowledging the same.

D. Blocker, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 41, p. 321, 4/6/1874.

At the request of Van Lear Sprigg, this Mortgage was recorded April 6th 1874.

This Mortgage made this 24th day of December 1873 by me, Sibbett Ekis of Washington County, Maryland. Witnesseth, that whereas I have purchased of Van Lear Sprigg of Allegany County, Maryland the Canal Boat "E. E. Spielman" and the rig at and for the sum of eight hundred dollars (\$800.00) and whereas I am desirous of securing the payment of the same in consideration thereof, I the said Sibbett Ekis do grant & hereby convey unto the said Van Lear Sprigg the said Canal Boat, provided that if I the said Sibbett Ekis shall make the payments and perform the covenants herein as my part contained, then this mortgage shall be void, and I the said Sibbett Ekis hereby covenant with said Sprigg to run the said Canal Boat regular between Cumberland and Alexandria of Georgetown during the boating season and to use all diligence in transporting coal therein from Cumberland to Alexandria or Georgetown, in said boat and to pay the said Sprigg the sum of thirty dollars (\$30.00) for each and every trip so made by said boat and to continue such payments until the sum of eight hundred dollars (\$800.00) is fully paid to said Sprigg, but in case I shall make default in said payments at any time, I hereby authorize the said Van Lear Sprigg or his certain attorney to sell the above mortgaged property at public sale for cash after having given due notice of the time, place, manner and terms of sale by advertisement in some newspaper published in Cumberland, and with the proceeds of such sale, the costs of sale including a reasonable commission, shall first be paid then the balance of the mortgage debt which remains unpaid at the day of sale, together with the interest calculated on the basis of partial payments shall be paid to said Sprigg, and the balance if any to be paid to me the said Ekis. Witness my hand and seal.

Sibbett Ekis {Seal}

State of Maryland, Washington County, to wit: I hereby certify that on this 9th day of February A.D. 1874 before me the subscriber a Justice of the Peace in and for the County and State aforesaid, personally appeared Sibbett Ekis and did acknowledge the foregoing mortgage to be his act and deed. Taken and acknowledged before me.

Wm. H. Hawkin, J.P.

State of Maryland, Allegany County, to wit: I hereby certify that on this 24th day of March 1874 before me the subscriber a Justice of the Peace in and for Allegany County in said State, personally appeared Van Lear Sprigg and made oath in due form of law that the consideration in the foregoing mortgage is true and bona fide as therein set forth.

Herman H. Hobbrook, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 47, p 455, 8/18/1876.

At the request of A. L. Miller this Mortgage was recorded August 18th, 1876, @ 12:20 p.m.

I Laura I. Lewis of Washington County, State of Maryland, being now indebted to A. L. Miller of Allegany County and State of Maryland, in the sum of five hundred and twenty five 28/100 dollars, in consideration thereof, I do hereby bargain and sell to the said A. L. Miller the following property, to wit: all my right, title and interest in the canal boat called "C. Slack," one brown mare mule and one bay horse mule. Witness my hand and seal this 7th day of August in the year 1876.

Teste: Andrew Gonder

Laura I. Lewis {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 7th day of August in the year of our Lord 1876, before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Laura I. Lewis and acknowledged the foregoing Bill of Sale to be her act. And at the same time also appeared before me A. L. Miller and made oath in due form of law that the consideration set forth in the said foregoing Bill of Sale is true and bona fide as therein set forth. In testimony whereof, I have subscribed my name.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 50, page 700, 4/20/1878.

At the request of Peter G. Cowden this Bill of Sale was recorded April 20<sup>th</sup> 1878, @ 12:55 P.M.

I, Isaac Manning of the City of Cumberland, Allegany County and State of Maryland, in consideration of two hundred and thirty three dollars and seventy five cents paid to me by Peter G. Cowden, John A. Cowden and William E. Griffith, of sad City, County and State, Agents and Attorneys for William F. Cowden, do hereby bargain and sell to the said Peter G. Cowden, John A. Cowden and William E. Griffith, Agents and Attorneys as aforesaid the following property, to wit:

- One white mare mule, called "Beck"
- One light bay mare mule, called "Queen"
- One iron gray horse mule, called "Pete" and
- One light bay mare mule, called "Sal."

Witness my hand and seal this seventeenth day of April in the year eighteen hundred and seventy eight.

Test: J. Wm. Jones

his  
Isaac X Manning {Seal}  
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this seventeenth day of April 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 aforesaid, personally appeared Isaac Manning and acknowledged the foregoing Bill of Sale to be his act and deed, and at the same time before me also personally appeared William E. Griffith, one of the Agents and Attorneys named in the foregoing Bill of Sale, and made oath in due form of law, that the consideration in said Bill of Sale is true and bona fide as therein set forth, and that he is one of the Agents and Attorneys of the said William F. Cowden, and as such Agent and Attorney is authorized to make this affidavit.

J. Wm. Jones, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 51, page 171, 6/24/1878.

At the request of Russell & Graham this Bill of Sale was recorded June 24th 1878 @ 3:30 P.M.

I, Richard D. Dean of Allegany County, Maryland being indebted to Mahlon H. Russell of Hampshire County, West Virginia, and Joseph J. Graham of Allegany County, Maryland doing business at Town Creek Lock under the name & firm of Russell & Graham, in the sum of two hundred and thirty eight dollars & forty six cents due by note bearing date with this Bill of Sale, with interest, and in consideration thereof do hereby bargain and sell to the said Russell & Graham the following property, viz: one roan mare with white or bald face, about 10 years old with three white feet & about seventeen hands high; one red cow with horns; one brown cow with horns; two red calves & one brown mule two years old. Provided that if I the said Richard D. Dean shall pay to the said Russell & Graham the said sum of two hundred and thirty eight dollars & forty six cents, with interest thereon, on or before the first day of October 1878, then these presents shall be void.

Witness my hand & seal this twenty eighth 28th day of September 1877.

Witness: C. W. Fawley

Richard D. Dean {Seal}

State of Maryland, Allegany County, to wit: On this 21st day of June in the year of our Lord 1878 personally appeared before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, Richard D. Dean and acknowledged the within foregoing mortgage to be his act, and at the same time also appeared before me Mahlon H. Russell, one of the firm of Russell & Graham and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth. In testimony whereof, I have subscribed my name.

John Hartley, J.P.

Allegany County Courthouse, Cumberland, Md., Deed Book 52, page 428, 12/18/1878.

At the request of Mary Quigley this Bill of Sale was recorded December 18, 1878 @ 10:15 a.m.

This Bill of Sale and assignment made this seventeenth day of December in the year eighteen hundred and seventy eight by me Peter Quigley of Allegany County, State of Maryland. **Witnesseth:** that in consideration of six hundred dollars loaned me by my wife, Mary Quigley, and for divers other good and legal considerations me thereunto moving. I the said Peter Quigley do hereby sell, assign and set over unto my wife, Mary Quigley, all the following described personal property, to wit: Six Mules, that is to say: three bay and three black mules, now used on the Canal Boats R. L. Gross and Malcolm Sinclair. Also, six sets boat harness and rig. Also, the two Canal Boats R. L. Gross and Malcolm Sinclair, and furniture thereto. Also, all my household and kitchen furniture. Also, one cow and one cart and all other personal property of whatever kind and character or description of which I may be possessed at this date, and all the rents, profits and increase thereof. To have and to hold to her sole use, behoof, benefit and control, free, clear and discharged from all my former rights, claims and demands then or thereto. Witness my hand and seal.

Test: J. Wm. Jones

Peter Quigley {Seal}

State of Maryland, Allegany County. On this 17<sup>th</sup> day of December in the year 1878, before the subscriber, a Justice of the Peace in and for the State and County aforesaid, personally appeared Peter Quigley the party grantor in the within deed and acknowledged the same to be his act and deed.

J. Wm. Jones, J.P.

State of Maryland, Allegany County, S.S.: I hereby certify that on this 17<sup>th</sup> day of December in the year 1878, before me the subscriber, a Justice of the Peace in and for the State and County aforesaid, personally appeared Mary Quigley, grantee in the within deed and made oath that the consideration named in the said deed of sale is true and bona fide as therein set forth.

J. Wm. Jones, J.P.

I hereby release the foregoing Bill of Sale. Witness my hand and seal this 23<sup>rd</sup> day of October 1896.

Test: Theo. Luman, Clerk

Mary Quigley {Seal}

Allegany County Courthouse, Cumberland, Md., Deed Book 54, page 256, 11/13/1879.

At the request of John H. Young & C. W. Brengle this Mortgage was recorded November 13<sup>th</sup> 1879, @ 2:11 p.m.

This Mortgage, made this thirteenth day of November in the year eighteen hundred and seventy nine, by me Jacob Brengle of the City of Cumberland in Allegany County and State of Maryland, to John H. Young and Charles W. Brengle of said City, County and State. **Witnesseth:** Whereas the said John H. Young and Charles W. Brengle are now endorsers for the said Jacob Brengle on his promissory note negotiable and payable at the Second National Bank of Cumberland for the sum of five hundred dollars, which said note will be due on the 19<sup>th</sup> day of November 1879 and whereas the said John H. Young and Charles W. Brengle have agreed to renew said endorsement from time to time at the request of said Jacob Brengle, and in order to keep the said John H. Young and Charles W. Brengle harmless, and in consideration of the sum of one dollar paid me by said John H. Young and Charles W. Brengle, the said Jacob Brengle do grant, bargain and sell unto the said John H. Young and Charles W. Brengle the following property: One Canal Boat called "C. W. Brengle" together with all the rig and sheets thereon, one bay mare mule, one brown horse mules, two black mare mules and four sets of mule harness, complete. Provided that if I the said Jacob Brengle shall pay said note of five hundred dollars and keep and shall continue to keep the said John H. Young and Charles W. Brengle harmless on account of said endorsement aforesaid, and not be or become liable for the payment of said note or any part thereof, then this Mortgage shall be void. And the said Jacob Brengle covenant that in the event the said John H. Young and Charles W. Brengle of either of them shall pay said sum of five hundred dollars, or any part thereof on account of said Jacob Brengle neglecting to renew or to pay the sum at maturity, then the said John H. Young and Charles W. Brengle, or either of them, may sell above mentioned and described property at public sale to the highest bidder for cash, after giving ten days' notice by hand bill in the City of Cumberland, and first pay all expenses of such sale, and reimburse themselves or himself, as the case may be, on account of such defalcation, and if there be an overplus, then the said John H. Young and Charles W. Brengle shall pay the same to the said Jacob Brengle, his heirs or legal representatives. Witness my hand and seal.

Test: Andrew Gonder

Jacob Brengle {Seal}

State of Maryland, Allegany County, to wit: On this 13<sup>th</sup> day of November in the year of our Lord 1879, personally appeared before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County, Jacob Brengle and acknowledged the foregoing Mortgage to be his act, and at the same time also appeared before me John H. Young and Charles W. Brengle, and each made oath in due form of law that the consideration named and expressed in the said foregoing Mortgage is true and bona fide as therein set forth.

In testimony whereof, I have subscribed my name.

Andrew Gonder, J.P.

We hereby release the foregoing Mortgage. Witness our hands and seals this 7 day of Nov. 1896.

John H. Young {Seal}

C. W. Brengle {Seal}

Allegany County Courthouse, Cumberland, Md., Deed Book 56, page 359, 4/6/1881.

At the request of Sarah I. Moffett, this Bill of Sale was recorded April 6<sup>th</sup> 1881, @ 11:55 A.M.

I, Henry C. Moffett of Allegany County, in the State of Maryland, being now indebted to Sarah Isabell Moffett of same County and State, in the sum of one hundred and fifty dollars, in consideration thereof, I the said Henry C. Moffett do hereby bargain and sell to the said Sarah Isabell Moffett, the following property, to wit: one large bay mare mule with a split in the ear called "Rose" and is about 19 years old, one dark brown horse mule with a split in the ear called "John" and is about 15 years old, four sets of harness, one set of single wagon harness, tow boat pumps, one set cabin furniture now on the Canal Boat called "M. Reuben" and all the other boat fixtures on said boat.

Witness my hand and seal this 5<sup>th</sup> day of April 1881.

Teste: Andrew Gonder

Henry C. Moffett {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this fifth day of April in the year of our Lord one thousand eight hundred and eighty one, personally appeared before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Henry C. Moffett and acknowledged the foregoing Bill of Sale to be his act, and at the same time also appeared before me Sarah Isabell Moffett and made oath in due form of law that the consideration set forth in the said foregoing Bill of Sale is true and bona fide as therein set forth. In testimony whereof, I have subscribed my name.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 16, page 289, 8/11/1857.

At the request of George A. Thurston & Michael A. Myers this mortgage was recorded August 11th 1857.

Whereas I John B. Hays of Allegany County, in the State of Maryland, purchased from the Scranton Coal and Iron Company, the Canal Boat "Horace Resley," of Cumberland, now on the Chesapeake and Ohio Canal in the State of Maryland, for the sum of fourteen hundred and twenty five dollars, of which there remains unpaid the sum of twelve hundred and seventy dollars, with interest from the first day of July 1854; and whereas at the time of the purchase of said property, I agreed to keep the same in good running order and repair, on said Canal and pay said purchase money to said Company and its assigns in sums of thirty dollars, for and immediately after each and every trip that the said Canal Boat should make, over said Canal or any part thereof, from Cumberland; and also agreed at the same time, to secure payment of the whole purchase money and interest in manner aforesaid by a mortgage of said property to said Company; and whereas also the said Scranton Coal and Iron Company has conveyed all its property to George A. Thurston and Michael A. Myers, trustees for the benefit of its creditors, who have required this mortgage security for the payment of said balance of purchase money and interest owing by me as aforesaid. Now Therefore, I said John B. Hays being indebted unto George A. Thurston of Allegany County, in the State of Maryland, and Michael A. Myers of the City of New York, Trustees, as aforesaid, in the sum of twelve hundred and seventy dollars, with interest from the first day of July 1854, in consideration thereof and of the premises, do hereby bargain and sell unto the said George A. Thurston and Michael A. Myers Trustees as aforesaid and their assigns, the aforesaid property, to wit: the Canal Boat "Horace Resley", now engaged in the transportation of coal from the City of Cumberland, in the said State. Provided that if I John B. Hays shall keep said Canal Boat in good running order and repair; constantly engaged in the transportation of coal or other freight, from Cumberland, over and upon said Canal, whenever the same is open for navigation; and shall also pay to the said Trustees or their assigns the sum of twelve hundred and seventy dollars, with interest from the first day of July 1854, by payments to the said Trustees or their assigns, of thirty dollars, for and immediately after each and every trip or voyage that said Canal Boat makes or ought to or might make, from Cumberland as aforesaid, until said balance of purchase money and interest as aforesaid, is fully paid, then these presents shall become void. And provided also that in default of payment, or of any proviso aforesaid, in manner and terms aforesaid, the said Trustees or their assigns, may sell the above mortgaged property for cash at public sale, in front of the St. Nicholas Hotel, in the City of Cumberland, first giving ten days notice in some newspaper printed in Cumberland, of the time, place, manner and terms of sale. Witness my hand and seal this eleventh day of July 1857.

Teste: Andrew Gonder

John B. Hays {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this eleventh day of July in the year one thousand eight hundred and fifty seven before the subscriber, a Justice of the Peace of the State of Maryland, in and for the County aforesaid, personally appeared John B. Hays and acknowledged the foregoing mortgage to be his act; and at the same time also appeared before me George A. Thurston one of the mortgagees therein named and made oath in due form of law, that the consideration set forth in said mortgage is true and bona fide as therein set forth.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 17, p 199, 8/3/1858.

At the request of Henry Korn's this mortgage was recorded August 3rd 1858.

I, John B. Hays, of Allegany County, Maryland, being now indebted to Henry Korn's of said County and State in the sum of twelve hundred and five dollars, in consideration thereof, do hereby bargain and sell, to the said Henry Korn's, one Canal Boat, called "Minnie Slack." Provided that if the said John B. Hays shall pay the said Henry Korn's, the said sum of twelve hundred and five dollars, in the following manner: forty five dollars each and every trip the said Boat shall make on the Chesapeake and Ohio Canal from Cumberland to the destination of said Boat, until the whole twelve hundred and five dollars are fully paid; the said forty five dollars to be transferred or placed to the use of the said Henry Korn's on the manifest of said Boat each load or trip, then these presents to be void. And provided further that if the said John B. Hays fails to pay the said forty five dollars for each and every trip or load the said Boat may make, then in such event the whole said twelve hundred and five dollars, or so much thereof as may be unpaid, shall become due and payable at once, and the said Henry Korn's shall have the power at any time and place to take possession of said Boat and to sell the same at such time and upon such terms as he the said Henry Korn's, in his judgment may think proper. And the said John B. Hays covenants to keep the said Boat running constantly when the said Canal is in boating order, to be drawn by not less than four mules or horses, and to keep said Boat well manned by good, skillful and experienced boatmen and to run and manage the same in a safe and skillful manner.

Witness my hand and seal this second day of August in the year eighteen hundred and fifty eight.

Teste: Andrew Gonder

J. B. Hays {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this second day of August, in the year eighteen hundred and fifty eight before the subscriber, a Justice of the Peace of the said State in and for the County aforesaid, personally appeared John B. Hays and acknowledged the foregoing mortgage to be his act. And at the same time also appeared Henry Korn's and made oath in due form of law that the consideration in the foregoing mortgage is bona fide as therein set forth. In Testimony whereof I have subscribed my name.

Andrew Gonder, J.P.

I hereby release the foregoing mortgage. Witness my hand and seal this 20th day of October 1863.

Witness C. L. Hoblitzell

Henry Korn's {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 17, page 437, 10/5/1858.

At the request of Allegany Mining Company this mortgage was recorded Oct. 5th 1858.

This Mortgage made this fifth day of October in the year of our Lord one thousand eight hundred and fifty eight, by John B. Hays. Witnesseth, that whereas the Allegany Mining Company hath on the twenty seventh day of July in the year 1857 sold to the said John B. Hays the Canal Boat called "Wm Hext," upon the terms, stipulations and conditions following, viz: That the said purchaser is to pay to the said Company for the said Boat, the sum of fourteen hundred and fifty dollars, with interest from said date, viz; July 27th, 1857.

And also to pay to the said Company the sum of six hundred and fifty dollars, an amount paid to the said John B. Hays, to purchase teams for said boat. The said John B. Hays, in consideration of the above named premises, viz: twenty one hundred dollars agrees to execute these premises. I therefore, John B. Hays of Allegany County and State of Maryland, being indebted to the said Allegany Mining Co. in the sum of twenty one hundred dollars, with interest from July 26 1857, in consideration thereof, do hereby bargain and sell, and by these presents do bargain and sell to the said Allegany Mining Co. of the County and State aforesaid, the following property, to wit: a certain Canal Boat called William Hext, with all her furniture, apparel and fixtures of every description, now on board of said Boat, or appertaining thereto. Also, two cream colored horse mules, each aged four years, also two black mules, horse mules, each aged four years, together with the harness now used for the mules, on said boat, Wm. Hext.

To have and to hold, unto the said Allegany Mining Co., provided nevertheless, and it is the true intent and meaning of these presents, that if the said John B. Hays shall run the said Boat in the line of the said Allegany Mining Co. from Cumberland to Alexandria and transport coal for said Company, and shall pay for the first five trips the sum of forty dollars for each trip, then thirty dollars for the balance of the boating season for the year 1857, then twenty five dollars per trip until the said whole amount of twenty one hundred dollars is paid with the interest thereon. And shall use due diligence in transportation coal.

The when the amount is paid as per agreement herein named, the Mortgage shall cease and be of none effect. But if the said John B. Hays shall not use due diligence in transporting coal as aforesaid or shall refuse to pay regular trip money as above specified, then the said Allegany Mining Co. shall have the right and are hereby authorized to take possession of said Boat and Mules, with furniture, fixtures and appurtenances and by E. K. Huntley, the Agent of said Company, can sell said Boat, Mules and fixtures to the highest bidder for cash, after giving ten days notice in a newspaper published in the Town of Cumberland, and shall apply the proceeds of such sale to the satisfaction of what may be due, with interest, and costs of sale. Witness my hand and seal.

Signed in presence of  
Henry McKeon

John B. Hays {seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this fifth day of Oct. in the year 1858 before the subscriber, a Justice of the Peace of the said State, in and for the County aforesaid, personally appeared John B. Hays and acknowledged the aforegoing mortgage to be his act; and at

the same time also appeared before me E. K. Huntley Agent of said Allegany Mining Co. and made oath in due form of law, that the consideration in the said mortgage is true and bona fide as therein set forth.

Henry McKeon, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 17, page 438, 10/6/1858.

At the request of John G. Lynn & George Lynn this mortgage was recorded Oct. 6th 1858.

This Mortgage this fifth day of October in the year eighteen hundred and fifty eight, by John B. Hays of Allegany County and State of Maryland.

Witnesseth, that whereas the said John B. Hays is now indebted to John G. Lynn, of said County and State in the sum of seventy dollars and whereas the said John G. Lynn is security for the said John B. Hays in and upon a promissory note for the sum of two hundred dollars, drawn in favor of a certain Bartholomew Kean bearing date on or about the 28th day of September, 1858 and made payable at twelve months after date. And whereas also George Lynn of said County and State hath become and is security as endorser for the said John B. Hays, in or upon a promissory note for the sum of one hundred dollars drawn by the said John B. Hays in favor of the said George Lynn or order and by him endorsed, bearing date on or about the 4th day of October 1858 and made payable with interest at one year after the date thereof. And with a view to secure, save harmless and keep indemnified the said John G. Lynn and George Lynn from all loss or damage, they or either of them may sustain by reason of the suretyship aforesaid and to secure the payment to the said John G. Lynn of the said sum of seventy dollars the said John B. Hays doth execute these presents. Now therefore, in consideration of the premises aforesaid, the said John B. Hays, doth hereby bargain and sell to the said John G. Lynn and George Lynn, the following property, to wit: three brown mules, one roan horse, four sets of harness, and the furniture and fixtures on board the Canal Boat "Minnie Slack." Provided, that if I the said John B. Hays shall pay to the said John G. Lynn the sum of seventy dollars with interest from the date hereof and shall also pay off and discharge the said promissory notes at maturity, then these presents shall be void. Witness my hand and seal.

The word "dollars" being first  
interlined. Test. O. H. W. Stull

John B. Hays {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 6th day of October, in the year eighteen hundred and fifty eight, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, aforesaid, personally appeared John B. Hays and acknowledged the foregoing mortgage to be his act.

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

State of Maryland, Allegany County, to wit: On this 6th day of October, 1858, before the subscriber, a Justice of the Peace, in and for said County, personally appeared John G. Lynn and George Lynn and severally made oath in due form of law, that the consideration in the foregoing Mortgage is true and bona fide as therein set forth.

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

Allegany County Courthouse, Cumberland, MD, Deed Book 18, page 188, 6/7/1859.

At the request of George C. Perry this mortgage was recorded June 7th 1859.

Whereas I, John B. Hays of Allegany County, State of Maryland, did on the sixth day of June in the year eighteen hundred and fifty nine, execute and deliver to Lewis Heltenhouser, twelve promissory notes, for fifty dollars each and all endorsed, by George C. Perry, of said County and State; the first seven notes are payable at one, two, three, four, five, six and seven months respectively, and the last five notes at eleven, twelve, thirteen, fourteen and fifteen months respectively. And in order to protect and save harmless the said George C. Perry from said endorsements, I the said John B. Hays is willing and doth hereby execute these presents. I, the said John B. Hays, in consideration of the premises and of the sum of one dollar by the said George C. Perry to the said John B. Hays paid, do hereby bargain and sell to the said George C. Perry: one bay mule, on dun mule and one mouse colored mule, three sets of harness, one set of cabin furniture, and all my interest in Canal Boat called "John B. Hays." Provided, that if I the said John B. Hays shall well and faithfully pay off each and all of said promissory notes as they respectively become due and payable, then these presents shall be void. Witness my hand and seal this sixth day of June in the year eighteen hundred and fifty nine.

Test: Henry M. Kean

J. B. Hays {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 6th day of June in the year 1859, before the subscriber a Justice of the Peace of the State, in and for the County aforesaid, personally appeared John B. Hays and acknowledged the foregoing Mortgage to be his act. And at the same time, before me also appeared George C. Perry, and made oath in due form of law that the consideration in the said Mortgage is true and bona fide as therein set forth.

Henry M. Kean, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 19, page 348, 10/20/1860.

At the request of John H. Young this Bill of Sale was recorded October 20th 1860.

I, John B. Hays of Allegany County, State of Maryland in consideration of the sum of two hundred dollars and seventy two cents paid me by John H. Young of Allegany County, State of Maryland do hereby bargain and sell to the said John H. Young, the following property: one walnut dressing bureau, one walnut enclosed wash stand, one walnut bedstead, four cane chairs, one round table, one parlor stove, one cooking stove and fixtures, one bookcase and books, one mattress and one feather bed and bedding, twenty seven yds. carpet, two large framed pictures and one gray mare. Witness my hand and seal this \_\_\_ day of October in the year one thousand eight hundred and sixty.  
Test: Andrew Gonder  
J. B. Hays {Seal}

State of Maryland, Allegany County, to wit: On this 15th day of October in the year of our Lord 1860 personally appeared before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, John B. Hays and acknowledged the within Bill of Sale to be his act. And at the same time also appeared before me John H. Young and made oath in due form of law that this consideration set forth in the foregoing Bill of Sale is true and bona fide as therein set forth. In Testimony whereof I have subscribed my name.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 25, page 131, 10/29/1866.

At the request of John B. Hays this Bill of Sale was recorded October 29th, 1866.

Bill of Sale, I, Henry D. Carleton of the City of Cumberland, Allegany County and State of Maryland, in consideration of three hundred dollars paid me by John B. Hays of the City of Baltimore and State of Maryland, do hereby bargain and sell to the said John B. Hays the following property, to wit: two carpets, two bureaus, two dozen chairs, three tables, two stoves, two looking glasses, two feather beds, two washstands, one clock, crockery ware, dishes, &c., one copper kettle and cooking utensils, five bedsteads and one safe. Witness my hand and seal this nineteenth day of October in the year one thousand eight hundred and sixty six.

Test: Andrew Gonder

H. D. Carleton {Seal}

State of Maryland, Allegany County, to wit: On this 20th day of October in the year of our Lord 1866, personally appeared before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, Henry D. Carleton and acknowledged the above Bill of Sale to be his act. In testimony whereof, I have subscribed my name.

Andrew Gonder, J.P.

State of Maryland, City of Baltimore, to wit: On this 22th day of October, A.D., 1866, before me the subscriber a Justice of the Peace in and for the City aforesaid, personally appeared, John B. Hays and made oath that the consideration set forth in the foregoing Bill of Sale are true and bone fide.

Wm. H. Hedin, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 19, page 126, 6/18/1860.

At the request of William Hall & others this Mortgage was recorded June 18th, 1860.

Whereas a certain Kline and Garrett obtained in the Circuit Court for Allegany County at the January Court 1860 a judgment against Lemuel Cross of Allegany County, Maryland for one hundred and twenty four dollars and fifty cents (\$124.50) with interest from the twenty fourth day of May 1859 debts and six dollars and ninety six and two thirds cents (\$6.96 $\frac{2}{3}$ ) costs. And whereas on the twelfth day of April in the year eighteen hundred and sixty, William Hall and P. A. Healey superseded said judgment for six months and in order to save and protect harmless the said William Hall and P. A. Healey on account of such supersedes, the said Lemuel Cross is willing and does hereby execute these presents. Now, therefore in consideration of the premises and of the sum of one dollar in hand paid by said Hall and Healey which is hereby acknowledged. I, the said Lemuel Cross do hereby bargain and sell unto the said William Hall and P. A. Healey of said Allegany County the following property, to wit: twenty five acres of oats in the ground, thirty acres of meadow grass, fifteen acres of buckwheat in the ground, four acres of potatoes and four acres of rye in the ground. Provided that if I, the said Lemuel Cross shall pay the said judgment with the interest and costs thereon when the same shall become due and thereby save the said William Hall and P. A. Healey harmless, then these presents shall be void. Witness my hand and seal this eighteenth day of June in the year eighteen hundred and sixty.

Test: Henry M. Kean

Lemuel Cross {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this eighteen day of June in the year eighteen hundred and sixty, before the subscriber a Justice of the Peace of the State and County aforesaid, personally appeared Lemuel Cross and acknowledged the foregoing mortgage to be his act; and at the same time and place also appeared before me P. A. Healey, one of the mortgagees in said mortgage, and made oath in due form of law that the consideration as set forth in said mortgage is true and bona fide as therein set forth.

Henry M. Kean, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 20, page 372 , 11/18/1862.

At the request of William Hall this Bill of Sale was recorded Nov. 18th 1862.

I, John B. Widener of Allegany County in the State of Maryland, in consideration of the sum of fifty dollars paid me by William Hall a resident of said County & State, do hereby bargain and sell to the said William Hall my negro slave Mary Johnson, for the term of two years & six months from the date hereof, the said negro being a slave for the term aforesaid and no longer and the said John B. Widener being entitled to said slave for the said term.

Witness our hands & seals this 13th day of November, eighteen hundred and sixty two.

Test: A. M. Strong  
David Strong

J. B. Widener {Seal}  
his  
William X Hall {Seal}  
mark

State of Maryland, Allegany County, Sct: I hereby certify that on this 13th day of November 1862, before me the subscriber a Justice of the Peace of said State in & for the County aforesaid, personally appeared John B. Widener & William hall and did each acknowledge the foregoing Bill of Sale to be their respective act, and at the same time the said William Hall made oath in due form of law that the consideration in said Bill of Sale is true & bona fide as therein set forth.

A. M. Strong, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 22, page 728, 4/29/1865.

At the request of A. B. Mayer this Mortgage was recorded April 29th 1865.

This Indenture, made this twenty fifth day of April eighteen hundred and sixty five, between William Hall of Allegany County, Maryland of the one part and A. B. Mayer of the other part. Witnesseth, whereas the said A. B. Mayer has sold to the said William Hall the Canal Boat called "Keystone" at and for the sum of twenty two hundred & fifty dollars, which the said William Hall is to pay unto the said A. B. Mayer and her assigns, in installments of sixty dollars for every trip made by the said boat to Georgetown, Alexandria or Washington City, from Cumberland, until said purchase money is paid with interest thereon from this date, crediting the respective payments thereon as of the time when such payments shall be made. And Whereas it was part of said contract of purchase and sale between the said William Hall and the said A. B. Mayer, that the said William Hall shall use said boat in freighting coal from Cumberland to the points aforesaid in regular trips with as much expedition and regularity as can reasonably be done; and to receive the loads of the said boat promptly at each trip with the coal of said A. B. Mayer or of such person of Company as she or her agent shall direct and to freight the same at the lowest current rates which shall be paid by the Consolidation Coal Company, the Cumberland Coal & Iron Company and the Borden Mining Company, and keep said boat in repair; all of which said stipulations the said William Hall hereby covenants with the said A. B. Mayer and her assigns to fulfill and perform. Provided always that if the said A. B. Mayer should not be prepared with coal within twenty four hours of the boat being reported by the Captain as ready to receive her load, then the said William Hall to have the right of loading wherever he chooses for that trip if such want of readiness to load is caused by any default on the part of said A. B. Mayer or her agents; but in case of a glut of boats, or in case such default happens from any other cause than a personal default of the said A. B. Mayer or her agent, then all the boats carrying coal for her must take their turn. And whereas the said William Hall is anxious to secure unto the said A. B. Mayer and her assigns the regular and due payment of each and every installment of said purchase money, and also to secure to the said A. B. Mayer and her assigns, the regular, prompt and due performance of the covenants aforesaid of the said William Hall is willing to execute these presents. Now this Indenture, Witnesseth that the said William Hall in consideration of the premises hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said A. B. Mayer, her executors, administrators and assigns, the canal boat called "Keystone." To Have and To Hold the same unto the said A. B. Mayer, or her executors, administrators and assigns forever. Provided, Nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said William Hall shall well and truly pay unto the said A. B. Mayer, her executors, administrators or assigns, the aforesaid installments of purchase money upon each and every trip as aforesaid until the same with the interest as aforesaid shall be fully paid; and if the said William Hall shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this mortgage, then this instrument of writing and every matter and thing herein contained shall cease and be absolutely null and 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 William Hall to make regular payments on account of said purchase money, as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect upon the part of the said William Hall to freight for the said A. B. Mayer or the person or Company whom she or her agent may direct as aforesaid, or in case

of a failure or neglect to use all diligence, care and skill in making such trips with said boat as before mentioned , or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named to be done and performed on the part of the said William hall then and in either event the said A. B. Mayer or her assigns is hereby authorized to take immediate possession of said boat and after ten day public notice thereof in a newspaper printed in the City of Cumberland to sell said canal boat at public sale as mortgagee to the highest bidder for cash or on credit and out of the proceeds of such sale first pay the expenses of such sale and advertisement, and the balance due to the said A. B. Mayer or her assigns of the purchase money and interest and the said William Hall covenants and agrees with the said A. B. Mayer to pay all taxes and assessments laid upon the mortgage debt. In testimony whereof, the said William Hall herewith subscribes his name and affixes his seal.

Witness: J. B. Widener

William Hall {Seal}

State of Maryland, Allegany County, Sct: I hereby certify that on this 25th day of April 1865 before the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared William Hall and acknowledged the foregoing instrument of writing to be his act and deed.

J. B. Widener, J.P.

State of Maryland, Allegany County, Sct: I hereby certify that on this 29th day of April 1865 before the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared George W. McCulloh agent of A. B. Mayer, the mortgagee named in the foregoing mortgage and made oath in due form of law that the consideration stated in the said mortgage is true and bona fide as therein set forth and the said George W, McCulloh further made oath that he is the agent of the said A. B. Mayer and authorized to make such affidavit.

J. B. Widener, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 23, page 262, 10/17/1865.

At the request of the Hampshire & Baltimore Coal Company this Mortgage was recorded Oct. 17th 1865

This Indenture, made this seventeenth day of October eighteen hundred and sixty five, between William Hall of Allegany County, State of Maryland party of the first part and the Hampshire & Baltimore Coal Company, of Allegany County, State of Maryland, party of the second part. Witnesseth, whereas the said party of the second part has this day sold to the said party of the first part the Canal Boat called "Amazon" at and for the sum of twenty one hundred dollars, which the said party of the first part is to pay to the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: For the first twelve (12) trips made by said boat on the Chesapeake and Ohio Canal the sum of seventy five dollars per trip is to be paid to the said Hampshire & Baltimore Coal Company, and for all succeeding trips the sum of fifty dollars to be paid to said Company until the entire amount of said purchase money is paid with interest thereon from date, crediting the respective payments thereon as of the time when such payments shall be made. And Whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part, that the said party of the first part shall use said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City in regular trips both day and night with as much expedition and regularity as can be reasonably done; and to receive the loads of the said boat promptly at each trip with the coal of such Company or person as the said party of the second part shall direct and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal & Iron Company, the Borden Mining Company, the Central Mining & Manufacturing Company, the Consolidation Coal Company and the Hampshire & Baltimore Coal Company, and keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing assign, transfer or set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever without the consent in writing of the said party of the second part or its authorized agent; and when all of said purchase money is paid off the boat aforesaid shall nevertheless continue to carry coal for the said party of the second part at the current rates as aforesaid to the end of the season of navigation in the year when the last payment of purchase money under this present instrument shall be made, all of which said stipulations the said party of the first part hereby covenants and agrees with the said party of the second part and its assigns to fulfill and perform. And whereas the said party of the first part is anxious to secure unto the said party of the second part and its assigns the regular and due payment of each and every installment of said purchase money, and also to secure to the said party of the second part and its assigns, the regular, prompt and due performance of the covenants aforesaid and the said party of the first part is willing to execute these presents. Now this Indenture, Witnesseth that the said party of the first part for and in consideration of the premises hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said party of the second part and its assigns, the Canal Boat called "Amazon." To Have and To Hold the same unto the said party of the second part and its assigns forever. Provided, Nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said party of the first part shall well and truly pay unto the said party of the second part or its assigns, the aforesaid installments of purchase money upon each and every trip as aforesaid until the whole purchase money with the interest as aforesaid shall be fully paid; and if the said party

of the first part shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this Mortgage, then this instrument of writing and every matter and thing herein contained shall cease and be absolutely null and 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 party of the first to make regular payments on account of said purchase money, as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect upon the part of the said party of the first part to freight for the Company or person designated by the said party of the second part or its authorized agent, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat as before mentioned, or in case said boat is not kept in proper repair, or in case of a transfer without permission as aforesaid, or in case of a failure to perform any of the stipulations or recitals in this mortgage named to be done and performed on the part of the said party of the first part then and in either event the said party of the second part or its assigns, or any duly authorized agent is hereby authorized to take immediate possession of said boat and after ten days of public notice thereof in a newspaper printed in the City of Cumberland to sell said canal boat at public sale as mortgagee to the highest bidder for cash or on credit and out of the proceeds of such sale first pay the expenses of such sale and advertisement, and then the balance due to the said party of the second part or its assigns of said purchase money and interest and if there be an overplus the said party or its assigns are to pay the same to the said party of the first part.

In witness whereof, the said William Hall hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Witness:

William Hall {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this seventeenth of October 1865 before the subscriber, personally appeared William Hall and acknowledged the foregoing instrument of writing to be his act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this seventeenth day of October 1865 before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Kean Agent of the Hampshire & Baltimore Coal Company, mortgagee in the foregoing mortgage and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth and that he is the agent of and authorized by said Company to make such affidavit. 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 28, page 254, 10/21/1868.

At the request of Barton Coal Company this Mortgage was recorded Oct. 21, 1868

This Indenture, made this first day of October eighteen hundred and sixty eight, between William Hall of Allegany County, State of Maryland party of the first part and the Barton Coal Company, Allegany County, State of Maryland, party of the second part. Whereas the said Barton Coal Company has this day sold to the said William Hall the Canal Boat called "Richard Bender" at and for the sum of twelve hundred and fifty dollars, which the said William Hall is to pay unto the Barton Coal Company, its successors and assigns, in installments of forty dollars each trip for twenty five trips, then thirty five dollars for each succeeding trip until the whole twelve hundred and fifty dollars with interest thereon from this date is paid made by said boat from Cumberland to Georgetown, Alexandria, Washington City or at a rate proportional to the forty dollars for the whole distance when made to any other intermediate port, crediting the respective payments thereon as of the time when such payments shall be made. And Whereas it was part of said contract of purchase and sale between the said William Hall and the said Barton Coal Company, that the said William Hall shall use said boat in freighting coal from Cumberland to the points aforesaid in regular trips with as much expedition and regularity as can be reasonably done; and shall run said boat as a night and day boat with at least four head of stock unless at any time permission shall be given him by the said Company or its Agent to run said boat as a day boat when he may so run said boat during continuance of said permission and no longer and shall give a preference in freighting to the coal of such Company or person as the said Barton Coal Company may from time to time direct provided such Company, person or persons are ready to load him at the current rates of freight payable by the large Companies for the like services within a period of twenty four hours, exclusive of Sundays, after his reporting for loading, all of which said stipulations the said William Hall hereby covenants and agrees with the said Barton Coal Company, its successors and assigns to fulfill and perform. Provided always that if from any cause whatsoever the said Barton Coal Company shall not be prepared with coal within twenty four hours of the boat being reported by the Captain as ready to receive her load then all claim of said Company to the services of said boat for that trip is cancelled except so far as its right to claim the trip money is concerned. And whereas the said William Hall is anxious to secure unto the said Barton Coal Company, its successors and assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said Company its successors and assigns, the regular, prompt and due performance of the covenants aforesaid and the said William Hall is willing to execute these presents.

Now this Indenture, Witnesseth that the said William Hall for and in consideration of the premises hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Barton Coal Company its successors and assigns, the Canal Boat called "Richard Bender." To Have and To Hold the same unto the said Barton Coal Company it successors and assigns forever. Provided, nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said William Hall shall well and truly pay unto the said Barton Coal Company its successors and assigns, the aforesaid installments of purchase money with the interest as aforesaid shall be fully paid; and if the said William Hall shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this Mortgage, then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void, otherwise to 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 William Hall to make regular payments on account of said purchase money, as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a failure to run said boat as a night and day boat with at least the number of stock herein required unless with the permission first had and obtained as herein provided, or in case of refusal or neglect upon the part of the said William Hall to freight for the Company or person designated by the said Barton Coal Company, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this Mortgage named to be done and performed on the part of the said [William Hall] then and in either event the said Barton Coal Company its successors and assigns, is hereby authorized to take immediate possession of said boat and after ten days of public notice thereof in a newspaper printed in the City of Cumberland to sell said canal boat at public sale as mortgagee to the highest bidder for cash or on credit and out of the proceeds of such sale first pay the expenses of such sale and advertisement, and then the balance due to the said Barton Coal Company its successors or assigns of said purchase money and interest.

In witness whereof, the said William Hall hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Test: Andrew Gonder:

William Hall {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this first day of October 1868 before the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared William Hall and acknowledged the foregoing instrument to be his act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this second day of October 1868 before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared William H. Cahill Agent of Mortgagee in the foregoing Mortgage and made oath on the Holy Evangelical of Almighty God that the consideration set forth in the foregoing Mortgage is true and bona fide herein set forth. In witness whereof, I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: I hereby certify that on this second day of October 1868 before, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared William H. Cahill and made oath on the Holy Evangelical of Almighty God that he is the Agent of the Barton Coal Company, the Mortgagee in the foregoing Mortgage. In witness whereof, I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 39, page 460, 4/16/1873.

At the request of William Hall et. al. this Mortgage was recorded April 16th 1873.

This Mortgage made this 23rd day of January in the year of our Lord one thousand eight hundred and seventy two, by and between Henry J. Johnson of the City of Cumberland, County of Allegany and State of Maryland of the first part; and William Hall, John H. Young, R. L. Gross and Samuel Luman of the aforesaid place of the second part. Witnesseth, that for and in consideration of the said parties of the second part having endorsed the note of the said party of the first part, for two thousand dollars on the twenty third day of November in the year aforesaid, payable in six months, the said Henry J. Johnson for the purpose of securing said parties in case they have said note to pay does hereby bargain and sell to the said parties of the second part one Baxter Steam Engine and Fixtures; one Cottrell and Babcock's newspaper press; one chromate Job Press; one Now panel Job Press; all of the Typo leaven Stands, Stoves, Furniture and Stock in the office of the Dailey News. Provided that if the said Henry J. Johnson shall keep the said property insured in an amount equal to all of the encumbrances print and including the certain and improvised also that if he pays one fifth of said note at its maturity and the balance in three equal semiannual installments, together with the interest thereon, then these presents shall be void; but in case of failure of any one of said provisions then it shall remain in full force and effect. Witness my hand and seal the day and year first written.

Test: H. J. Flannagan

Henry J. Johnson {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 23rd day of January in the year eighteen hundred seventy three, before the subscriber a Justice of the Peace of the said State in and for the County aforesaid, personally appeared Henry J. Johnson and acknowledged the foregoing Mortgage to be his act, and at the same time before me also appeared the Mortgagees and made oath in due form of law that the consideration in the said Mortgage is true and bona fide as herein set forth.

H. J. Flannagan, J.P.

For value received we hereby release the foregoing mortgage. Witness our hands and seals this 2nd day of December A.D. 1875.

Test: Arthur Shriver

John H. Young {Seal}

Wm. Hall {Seal}

R. L. Gross {seal}

Samuel Lumen {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 39, page 548, 10/24/1873.

At the request of Louis Smith this Mortgage was recorded Oct. 24th 1873.

This Mortgage made this 23rd day of October in the year one thousand eight hundred and seventy three, by me William Hall of Allegany County and State of Maryland. Witnesseth that for and in consideration of the sum of five hundred and forty four dollars and fifty cents now due from me, the said William Hall to Louis Smith of the City of Cumberland and State of Maryland for which said amount I have this day given to said Louis Smith my promissory note payable in sixty days after date, which this mortgage is intended to secure. I the said William Hall do grant unto the said Louis Smith and bargain and sell unto him the said Louis Smith the following property, to wit: one Canal Boat called "Amazon" and seven head of mules, and also the Canal Boat called "John P. Agnew." Provided that if I the said William Hall shall pay to the said Louis Smith in said sum of five hundred and forty five dollars and fifty cents, with the interest thereon from this date, on or before the 23rd day of December in the year 1873, then these presents shall be void. And provided also that if default shall be made in the payment of the money aforesaid, or the interest thereon in the time and manner aforesaid then it shall be lawful for the said Louis Smith to sell the said Mortgaged property at Cumberland by public auction for such, after giving at least twenty days public notice of the time, place and terms of sale, in some newspaper published in the City of Cumberland aforesaid, prior to the day of sale, and to apply the proceeds of such sale to the payment, in the first place of the expenses attending said sale and then to the payment of the said debt, and the surplus, if any, to pay to the said William Hall. Witness my hand and seal.

Test: Jas. A. Calyie

William Hall {Seal}

State of Maryland, Allegany County, SS: I hereby certify that on this 23rd day of October in the year 1873, before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared William Hall and acknowledged the foregoing Mortgage to be his act, and at the same time before me also appeared Louis Smith and made oath in due form of law that the consideration in the said Mortgage is true and bona fide as therein set forth.

H. J. Flannagan, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 22, page 596, 4/6/1865.

At the request of the Borden Mining Company this Mortgage was recorded April 6th, 1865.

This Indenture made this first day of April in the year of our Lord 1865, between John Gorman of Allegany County, in the state of Maryland, of the first part and the Borden Mining Company of Allegany County in the State of Maryland of the second part. Witnesseth Whereas the said Borden Mining Company has this day sold to the said John Gorman the Canal Boat called "John Cowden" at and for the sum of thirteen hundred and thirty six  $44/100$  dollars which the said John Gorman is to pay unto the said Borden Mining Company and their assigns in installments of fifty dollars each for all the trips made by said boat from Cumberland to Georgetown, Alexandria, Washington City, or any other port, until the entire purchase money is paid with interest from date, crediting the respective payments thereon as of the time when such payments shall be made, and whereas it was a part of said contract of purchase and sale that the said John Gorman shall use said boat in freighting coal from Cumberland to the points aforesaid in regular trips, both day and night, with as much expedition and regularity as can be reasonably done with double teams whenever required by the said Borden Mining Company, and to receive the loads of said boat promptly at each trip with the coal of the Borden Mining Company, or of such Company or person as said Borden Mining Company or their assigns shall direct, and to freight the same at [the] lowest current rates which shall be paid by the American Coal Company, C. E. Detmold and such other leading Companies as are now shipping coal from Cumberland on the Chesapeake and Ohio Canal to Georgetown, Alexandria, Washington City or other points on the Chesapeake and Ohio Canal and to keep the said boat in proper repair, all of which said stipulations the said John Gorman hereby covenants and agrees with the said Borden Mining Company and its assigns to fulfill and perform, and whereas the said John Gorman is anxious to secure to the said Borden Mining Company and their assigns the regular and due payments of each and every installment of said purchase money, and also to secure to the said Borden Mining Company and their assigns the regular, prompt and due performance of the covenants aforesaid the said John Gorman is willing to execute these presents. Provided, however, that if said boat is destroyed by fire, public enemies or other unavoidable accident without neglect or default on the part of said John Gorman he is not to be personally responsible for the balance then due on the said boat. Now This Indenture Witnesseth that the said John Gorman for and in consideration of the premises hath granted, bargained and sold unto the said Borden Mining Company and assigns the Canal Boat called "John Cowden," to have and to hold the same, forever. Provided nevertheless that if the said John Gorman shall well and truly pay unto the said Borden Mining Company or their assigns the aforesaid installments of purchase money with interest for 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 Gorman 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 Borden Mining Company, 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 mortgagee, to the highest bidder for cash or credit; and out of the proceeds of such sale pay first the expenses of such sale and publication and the balance due to the said Borden

Mining Company or their assigns and if there be an overplus, the said Borden Mining Company or their assigns are to pay the same to the said John Gorman or his assigns. In witness whereof, the said John Gorman hath subscribed his name.

Teste: Andrew Gonder

his  
John X Gorman {Seal}  
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this first day of April 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 John Gorman and acknowledged the foregoing mortgage to be his act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 5th day of April 1865 before me the subscriber a Justice of the Peace in and for Allegany County, personally appeared Albert C. Greene who duly made oath that he is agent of 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 herewith subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 24, p. 326, 4/17/1866.

At the request of John Gorman, this Mortgage was recorded April 17th 1866.

I John Gorman of Allegany County, Maryland being now indebted to John Cowden of Allegany County, Maryland in the sum of eight hundred and eighty nine [dollars] and sixty cents, in consideration thereof do hereby bargain and sell to the said John Cowden the following property, to wit: the Canal Boat called "John Cowden," one gray mare mule, one black horse mules, one bay mare mule, one dun mare mule, four sets of boat harness and all the furniture, fixtures and rigging upon and belonging to the said canal boat "John Cowden." Provided that if I the said John Gorman shall pay to the said John Cowden the sum of eight hundred and eighty nine dollars and sixty cents with interest thereon from the date hereof on or before the first day of May in the year eighteen hundred and sixty six, then this Mortgage shall be void.

Witness my hand and seal this 12th day of April in the year eighteen hundred and sixty six.

Attest: J. B. Widener

his  
John X Gorman {Seal}  
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this 12th day of April in the year eighteen hundred and sixty six before the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared John Gorman and acknowledged the foregoing mortgage to be his act. And at the same time before me also personally appeared John Cowden and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

J. B. Widener, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 43, p. 495, 12/29/1874.

At the request of John Gorman, this Deed of Trust was recorded Dec. 29th 1874.

This Deed of Trust, made this 19th day of September 1874 by me, John Kinney. Witnesseth, that whereas I the said John Kinney am now indebted to John Gorman in the sum of one thousand dollars, I the said John Kinney do grant unto the said John Gorman, as trustee, the following property, to wit: two black horse mules, one bay mare mule and one bay horse mule, in trust, for the following purposes, until I the said John Kinney shall have paid unto the said John Gorman the said one thousand dollars and any covenant that may be agreed upon. Witness my hand and seal.

Test: H. H. Hobrock

his  
John X Kinney {Seal}  
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this 29th [day of December] 1874, before me the subscriber a Justice of the Peace of the State of Maryland in and for said County, personally appeared John Kinney and acknowledged the foregoing Deed of Trust to be his act. And at the same time also appeared John Gorman and made oath in due form of law that the consideration set forth in the foregoing Deed of Trust is true and bona fide as therein set forth.

H. H. Hobrock, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 46, p. 523, 4/7/1876.

At the request of John Gorman, this Deed of Trust was recorded April 7th 1876.

This Mortgage made this eighth day of March in the year eighteen hundred and seventy six by A. M. Brandt of Allegany County, State of Maryland. Witnesseth, that for and in consideration of the sum of six hundred and fifty dollars for which a note has been given payable thirty days after date at Queen City Savings Bank of Cumberland, Md., which if paid at maturity then these presents to be null and void and if not paid at maturity these presents to remain in full force of law. I, the said A. M. Brandt do grant unto John Gorman of said County and State all the following property, viz: one Canal Boat called "Capt. John R. Masters," three mules, four sets of harness and two fall boards, all of said property being now on the Chesapeake and Ohio Canal. In case of default of the payment aforesaid note at maturity then the said John Gorman may seize said property and sell the same to [the] highest bidder for cash after giving ten days notice of said sale by handbills or otherwise, the proceeds of said sale to be applied to the payment of said note. Witness my hand and seal this eighth day of March eighteen hundred and seventy six.

Test: D. Blocher

A. M. Brandt {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this eighth day of March 1876 before me the subscriber a Justice of the Peace in and for the County and State aforesaid personally appeared A. M. Brandt and did acknowledge this mortgage to be his act and deed for the purpose herein set forth and at the same time appeared John Gorman and made affidavit that the consideration made in said mortgage is true and bona fide as therein set forth.

D. Blocher, J.P.

I hereby release the foregoing Mortgage. Witness my hand and seal this eleventh day of August A.D. 1877.

Witness: Theo. Lunen, Clerk

his  
John X Gorman  
mark

Allegany County Courthouse, Cumberland, MD, Deed Book 50, p 164, 9/8/1877.

At the request of William Young this Bill of Sale was recorded Sept. 8th 1877 at 9:00, A.M.

I John Gorman of Mineral County, in the State of West Virginia, in consideration of five thousand dollars paid to me by William Young, of the City of Cumberland, Allegany County and State of Maryland, do hereby bargain and sell to the said William Young the following property, to wit: the Canal Scow "John R. Masters;" the steam Canal Boat "Arthur Lovell" together with the boiler, engine and machinery on the said steam Canal Boat; one brown horse mule about seven years old called "Joe;" one brown horse mule about four years old called "Alex;" two cooking stoves, two heating stoves; seven beds and bedding; two bow lamps; one lot of dishes, knives and forks; two fall boards; two tow lines; two bow lines; two stern lines; one black and white spotted cow and three hogs.

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

Attest: J. Wm. Jones

his  
John X Gorman {Seal}  
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this seventh day of September in the year eighteen hundred and seventy seven, before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County aforesaid, personally appeared John Gorman and acknowledged the foregoing Bill of Sale to be his act and deed. And at the same time before me also personally appeared William Young and made oath in due form of law that the consideration in the foregoing Bill of Sale is true and bona fide as therein set forth.

J. Wm. Jones, J.P.

I hereby release all claim, title and interest in and to the property mentioned in the above Bill of Sale. Witness my hand and seal this 22nd day of January A.D. 1884.

Teste: Theo. Lumen, Clerk

William Young {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 52, p 142, 7/30/1878.

At the request of William Young this Bill of Sale was recorded July 30th 1878 at 11:20, A.M.

I John Gorman of Allegany County, Maryland, in consideration of two hundred dollars paid to me by William Young, of Allegany County, Maryland, do hereby bargain and sell to the said William Young the following property, to wit: one light bay horse mule eight years old named "Rock" and one dark iron gray mule six years old.

Witness my hand and seal this \_\_\_ day of July in the year eighteen hundred and seventy eight.

Attest: J. B. Widener  
his  
John X Gorman {Seal}  
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this \_\_\_ day of July 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 aforesaid, personally appeared John Gorman and acknowledged the foregoing Bill of Sale to be his act. And at the same time before me also personally appeared William Young and made oath in due form of law that the consideration in the foregoing Bill of Sale is true and bona fide as therein set forth.

J. B. Widener, J.P.

Miscellaneous Allegany County Canal Boat Mortgages 1832 - 1879

Allegany County Courthouse, Cumberland, MD, Deed Book 52, p 651, 4/5/1879.

At the request of Felix Bareis & Michael Rossworm this mortgage was recorded April 5, 1879 @ 1:30 p.m.

This Indenture made this twenty eighth (28) day of March eighteen hundred and seventy nine between John Gorman of Allegany County, State of Maryland party of the one part, and Felix Bareis and Michael Rossworm of Allegany County, State of Maryland parties of the second part: Whereas the said party of the second part has this day sold to the said party of the first part the Canal Boat called Sycorax at and for the sum of Thirteen hundred (\$1,300) dollars, which the said party of the first part is to pay to the said party of the second part in installments, and in the manner and upon the terms hereinafter mentioned, to wit: Twenty five dollars for each and every trip said Boat shall make from Cumberland to Georgetown, Washington, Alexandria or any other port East of Cumberland until the entire sum of purchase money with interest is fully paid, crediting the respective payments thereon as of the time when such payments shall have been made. And Whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part, that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City in regular trips both day and night, with as much expedition and regularity as can be reasonably done; and to receive the loads of the said boat promptly at each trip with coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Consolidation Coal Company, the Borden Mining Company, and the Hampshire and Baltimore Coal Company, and keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing; assign, transfer or set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any other person or persons whomsoever, without the consent in writing of the said party of the second part or his authorized agent, all of which said stipulations the said party of the first part hereby covenants and agrees with the said party of the second part and his assigns to fulfill and perform. Provided always that if the said company should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for the trip, if such want of readiness to load the boat is caused by any default on the part of the said company, or its agents; but in case of a glut of boats or in case such default either in loading or unloading happens from any other cause than a personal default of the said company, or its agents, then all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention. And Whereas the said party of the first part is anxious to secure unto the said party of the second part and his assigns, the regular and due payments of each and every installments of said purchase money, and also to secure to the said party of the second part and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents.

Now, this Indenture Witnesseth that the said party of the first part for and in consideration of the premises, hath granted, bargained and sold, and by these presents, doth grant, bargain and sell unto the said party of the second part and his assigns the Canal Boat called Sycorax, to have and to hold the same unto the said party of the second part and his assigns forever.

Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said party of the first part shall well & truly pay unto the said party of the second part, or his assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid, until the whole purchase money, with interest as aforesaid, shall be fully paid; and if the said party of the first part shall well and truly do and perform all the covenants on his part to be done and performed, as set forth within this mortgage, then this instrument of writing, and every matter and thing herein contained shall cease and be utterly null and void, otherwise to remain in full force and virtue in law.

And this instrument further Witnesseth: that it is mutually agreed between the parties aforesaid that in case of any default upon the part of the said party of the first part to make regular payments on account of said purchase money, as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of refusal or neglect upon the part of the said party of the first part to freight for the company or person designated by the said party of the second part or his authorized agent, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a transfer without permission as aforesaid, or in case of a failure to perform any of the stipulations or recitals in this mortgage named to be done and performed on the part of the party of the first part, then and in either event the said party of the second part, or his assigns, or any duly authorized agent, is hereby authorized to take immediate possession of said boat, and after ten days public notice thereof in a newspaper printed in the City of Cumberland, to sell said canal boat at public sale, as mortgagee, to the highest bidder, for cash or on credit; and out of the proceeds of such sale pay first the expenses of such sale and advertisement, and then the balance due to said party of the second part or his assigns, of said purchase money and interest, and if there be an overplus the said party or his assigns are to pay the same to the said party of the first part.

In Witnesseth whereof the said John Gorman hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste:  
Andrew Gonder

his  
John X Gorman {Seal}  
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this 31st day of March 1879, before the subscriber personally appeared John Gorman and acknowledged the foregoing instrument to be his act & deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 31st day of March 1879, before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Felix Bareis and Michael Rossworm mortgagees in the foregoing mortgage and made oath on the Holy Evangelical of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide, as herein set forth. In witness whereof, I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

We hereby release the foregoing Mortgage. Witness our hands and seals this 24th day of October 1896.  
Teste: Theo. Lumen, Clerk

Bareis & Rossworm {Seal}