

COMPILED OF
HENRY T. WELD & THOMAS SHERIDAN
CANAL BOAT MORTGAGES
1857- 1863
FREDERICK COUNTY, MD

Compiled by
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A. PREFACE

While preparing the Henry Thomas Weld Family History, it was disclosed that Mr. Weld had also sold canal boats to Frederick County residents. The on-line records found for canal boat mortgages, presumably, were for new boats built in the Henry T. Weld Boat Yard, which subsequently became the Weld & Sheridan Boat Yard. There are companion documents for their Allegany County and Washington County mortgages.

Readers living in Frederick County, MD are asked to please visit the County Courthouse and verify that all the H. T. Weld canal boat mortgages were found.

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

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Henry Thomas Weld Canal Boat Mortgages 1857-1863, Frederick County, MD

Buyer's Name	Book	Page	Date Recorded	Boat's Name	Cost
Robert B. Carlisle & J. Rice Garrott	ES 9	508	7/3/1857	James Buchanan	\$1,500
William Wennerick & G. J. Beall	ES 10	400	6/13/1857	Mariah Thompson	\$1,200
A. T. Snouffer	ES 10	401	6/13/1857	A. T. Snouffer	\$1,450
Thomas H. Keller	ES 10	531	8/18/1857	Jane Louisa	\$1,450
James W. Copeland	BGF 1	580	5/5/1858	James W. Copeland	\$1,500
Francis M. Myers	BGF 2	499	10/18/1858	J. W. Copeland	\$1,500
Benjamin F. Hough & John Spencer	BGF 2	551	11/5/1858	Lydia G. Hough	\$1,500
Peter B. Stouffer	BFG 3	362	9/8/1858	B. F. Stouffer	\$1,500
Jacob W. Barnes	BGF 4	8	4/7/1859	Jacob W. Barnes	\$1,530
Robert B. Carlisle & J. R. Garrott	BGF 4	140	5/7/1859	Sallie E. Carlisle	\$1,530
Robert B. Carlisle	BGF 8	245	1/31/1863	Carrie Belle	\$1,500

Frederick County Courthouse, Hagerstown, MD, Deed Book ES 9, p 508, 7/3/1857.

At the request of Henry Thomas Weld the following Mortgage was recorded July 3rd, 1857.

This Indenture made this 13th day of June, Eighteen hundred and fifty seven, between Robert B. Carlisle and J. Rice Garrott of Frederick County, State of Maryland of the first part, and Henry Thomas Weld of Allegany County, State of Maryland, the second part. Whereas the said Henry Thomas Weld, has this day sold to the said Carlisle & Garrott the Canal Boat called "James Buchanan," at and for the sum of Fifteen hundred dollars, of which the said Carlisle & Garrott this day paid the sum of Two hundred dollars, and is to pay unto the said Weld and his assigns, the balance of the said purchase money in installments of Forty five dollars each for every subsequent trip made by said boat from Cumberland to Georgetown, Alexandria or Washington City, until the entire balance of said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of time when such payments shall be made. And whereas it was a part of said contract of purchase and sale between the said Carlisle & Garrott and the said Weld, that the said Carlisle & Garrott, 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 the said Boat promptly at each trip, with the coal of such Company or person as the said Weld 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 and the Allegany Mining Company, and keep said boat in proper repair. All of which said stipulations the said Carlisle & Garrott hereby covenant and agree with the said Weld and his assigns to fulfill and perform. Provided always, that if the said Weld 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 the said Carlisle & Garrott to have the right of loading wherever they choose for that trip – provided the detention is not caused by a glut of Boats, in which case all must take their turn. And whereas the said Carlisle & Garrott are anxious to secure unto the said Weld and his assigns the regular and due payment of each and every installment of said purchase money; And also to secure to the said Weld and his assigns the regular, prompt and due performance of the covenants aforesaid, the said Carlisle & Garrott are willing to execute these presents. Now this Indenture Witnesseth that the said Carlisle & Garrott for and in consideration of the premises, hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld his executors, administrators and assigns, the Canal Boat called "James Buchanan." To have and to hold the same unto the said Henry Thomas Weld his 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 Carlisle & Garrott shall well and truly pay unto the said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said Carlisle & Garrott shall well and truly do and perform all the covenants on their part to be done and performed as set forth in this mortgage, then this instrument of writing, 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 Carlisle & Garrott 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

Carlisle & Garrott to freight for the Company or person designated by said Weld, 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 Carlisle & Garrott then, and in either event, the said Henry Thomas Weld or his 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 said Weld or his assigns, of said purchase money & interest. In witness whereof the said Carlisle & Garrott hath hereunto subscribed their names and affixed their seals on the day & year first above written.

Test:

Henry Suter

Robert B. Carlisle {Seal}

J. Rice Garrott {Seal}

Which is thus endorsed viz: State of Maryland, Frederick County, to wit: I hereby certify that on this 13th day of June 1857, before the subscriber, a Justice of the Peace of the State of Maryland, in and for said county, personally appeared Robert B. Carlisle & J. Rice Garrott, and acknowledged the foregoing instrument to be their act and deed.

Henry Suter, J. P.

State of Maryland, Frederick County, to wit: I hereby certify that on this 30th day of June 1857, before the subscriber a Justice of the Peace of the said State in and for the county aforesaid, personally appeared B. F. Gatten, Agent of Henry Thomas Weld, the mortgagee named in the within mortgage, and made oath in due form of law that the consideration in the said mortgage is true and bona fide as therein set forth. And that the said B. F. Gatten further in like manner made oath that he is the Agent of the said Henry Thomas Weld, and authorized by said mortgagee to make such affidavit.

Henry Suter, J. P.

Benjamin G. Gatten {Seal}

Frederick County Courthouse, Hagerstown, MD, Deed Book ES 10, p 400, 6/13/1857.

At the request of Henry Thomas Weld the following Mortgage was recorded June 13th, 1857.

This Indenture made this first day of June Eighteen hundred and fifty seven, Between William Wennerick & D. J. T. G. Beall of Frederick County, State of Maryland of the first part and Henry Thomas Weld of Allegany County, State of Maryland of the second part. Whereas the said Henry Thomas Weld has this day sold to the said Wennerick and Beall the Canal Boat called "Mariah Thompson" at and for the sum of Twelve hundred dollars of which the said Wennerick & Beall have this day paid the sum of five dollars and is to pay unto the said Weld and his assigns the balance of the said purchase money in instalments of forty dollars each for the first two trips and thirty dollars each for every trip made by said boat from Cumberland to Georgetown, Alexandria or Washington City until the entire balance 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. And Whereas it was a part of said contract of purchase and sale between the said Wennerick & Beall and the said Weld that the said Wennerick & Beall 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 the said boat promptly at each trip with the Coal of such Company of person as the said Weld 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 and the Allegany Mining Company and keep said Boat in proper repair; all of which said stipulations the said Wennerick & Beall hereby covenant and agree with the said Weld and his assigns to fulfill and perform. Provided always that if said Weld 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 Wennerick & Beall to have the right of loading wherever he chooses for that trip, provided the detention is not caused by the glut of Boats, in which case all must take their turn. And Whereas the said Wennerick & Beall are anxious unto the said Weld and his assigns, the regular and due payment of each and every instalment of said purchase money; And also to secure to the said Weld and his assigns the regular, prompt and due performance of the covenants aforesaid of the said Wennerick & Beall is willing to execute these presents. Now this Indenture Witnesseth that the said Wennerick & Beall for and in consideration of the premises hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called "Maria Thompson." To have and to hold the same unto the said Henry Thomas Weld, his executors, administrators and assigns forever. Provided nevertheless, and it is hereby declared to be the intent and meaning of these presents, that if the said Wennerick & Beall shall well and truly pay unto the said Weld, his executors or assigns, the aforesaid instalments 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 Wennerick & Beall shall well and truly do and perform all the covenants on their part to be done and performed as set forth in this mortgage then this instrument of writing 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 Wennerick & Beall 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 Wennerick & Beall to freight for the Company or person designated by said Weld, or in case of a failure or neglect to use all diligence and skill in making each trip 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 Wennerick & Beall then and in either event the said Henry Thomas Weld or his 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 said Weld or his assigns of said purchase money and interest. In Witness Whereof the said Wennerick & Beall hath hereunto subscribed their names and affixed their seals on the day and year first above written.

Wennerick & Beall {Seal}

Which was thus endorsed viz: State of Maryland, Frederick County, to wit: I hereby certify that on this first day of June 1857 before the subscriber a Justice of the Peace of the State of Maryland in and for said County, personally appeared Wennerick & Beall in the person of D. J. T. G. Beall and acknowledged the foregoing instrument to be their act and deed.

George R. Hays, J. P.

State of Maryland, ~~Frederick County~~ Allegany County, to wit: I hereby certify that on this Eighth day of June 1857 before me the subscriber a Justice of the Peace of the said State in and for the County aforesaid, personally appeared John Roberts, Agent of Henry Thomas Weld, the mortgagee named in the within mortgage, and made oath in due form of law that the consideration in the said mortgage is true and bona fide as therein set forth, and that the said John Roberts further in like manner made oath that he is the Agent of the said Henry Thomas Weld and authorized by said Mortgagee to make such affidavit.

George R. Hays, J. P.

Frederick County Courthouse, Hagerstown, MD, Deed Book ES 10, p 401, 6/13/1857.

At the request of Henry Thomas Weld the following Mortgage was recorded June 13th, 1857.

This Indenture made this twenty fifth day of May in the year Eighteen hundred and fifty seven between A. T. Snouffer of Frederick County, State of Maryland of the first part, and Henry Thomas Weld of Allegany County, State of Maryland of the second part. Whereas the said Henry Thomas Weld has sold to the said A. T. Snouffer the Canal Boat called "A. T. Snouffer" at and for the sum of fourteen hundred and fifty dollars of which the said Snouffer has paid the sum of one hundred dollars and is to pay unto the said Weld and his assigns, the balance of the said purchase money in instalments of forty five dollars each for the first ten trips and thirty five dollars each for every subsequent [trip] made by said boat from Cumberland to Georgetown, Alexandria or Washington City, until the entire balance 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. And whereas it was a part of said contract of purchase and sale between the said A. T. Snouffer, and the said Weld, that the said Snouffer 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 load of the said boat promptly at each trip, with the coal of such Company or person as the said Weld 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 and the Allegany Mining Company; and to keep said boat in proper repair; all of which said stipulations the said A. T. Snouffer hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always that if said Weld 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 A. T. Snouffer to have the right of loading wherever he chooses for that trip, provided the detention is not caused by a glut of boats in which case all must take their turn. And whereas the said A. T. Snouffer is anxious to secure unto the said Weld and his assigns the regular and due payment of each and every instalment of said purchase money; and also to secure to the said Weld and his assigns the regular, prompt and due performance of the covenants aforesaid, he the said A. T. Snouffer is willing to execute these presents. Now this Indenture Witnesseth that the said A. T. Snouffer for and in consideration of the premises hath granted, bargained and sold, and by these presents doth grant, bargain and sold unto the said Henry Thomas Weld his executors, administrators, the Canal Boat called "A. T. Snouffer," to have and to hold the same unto the said Henry Thomas Weld his 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 A. T. Snouffer shall well and truly pay unto said Weld, his executors, administrators or assigns, the aforesaid instalments 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 A. T. Snouffer 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 A. T. Snouffer 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 A. T. Snouffer to freight for the

Company or person designated by said Weld, 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 A. T. Snouffer then and in either event the said Henry Thomas Weld or his 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 said Weld or his assigns of said purchase money and interest. In Witness Whereof the said A. T. Snouffer hath hereunto subscribed his name and affixed his seal on the year [*sic day*] and year first above written.

A. T. Snouffer {Seal}

Which was thus endorsed viz: State of Maryland, Frederick County, to wit: I hereby certify that on this twenty fifth day of May 1857 before the subscriber a Justice of the Peace of the State of Maryland in and for said County, personally appeared A. T. Snouffer and acknowledged the foregoing instrument to be his act and deed.

George R. Hays, J. P.

State of Maryland, Frederick County, to wit: I hereby certify that on this Eighth day of June 1857 before me the subscriber a Justice of the Peace of the said State in and for the County aforesaid, personally appeared John Roberts Agent of Henry Thomas Weld, the mortgagee named in the within mortgage, and made oath in due form of law that the consideration in the said mortgage is true and bona fide as therein set forth, and that the said John Roberts further in like manner made oath that he is the Agent of the said Henry Thomas Weld and authorized by said mortgagee to make such affidavit.

George R. Hays, J. P.

Frederick County Courthouse, Hagerstown, MD, Deed Book ES 10, p 531, 8/18/1857.

At the request of Henry Thomas Weld the following Mortgage was recorded Aug. 18th, 1857.

This Indenture made this 27th day of July Eighteen hundred and fifty seven, Between Thomas H. Keller of Frederick County, State of Maryland of the first part and Henry Thomas Weld of Allegany County, State of Maryland of the second part. Whereas the said Henry Thomas Weld has sold to the said Thomas H. Keller, the Canal Boat called "Jane Louise" at and for the sum of Fourteen hundred and fifty dollars, of which the said Thomas H. Keller has paid the sum of thirty dollars, and is to pay unto the said Weld and his assigns, the balance of the said purchase money in instalments of Eighty dollars for the first two trips, Forty five dollars each for the Eight following trips, and thirty five dollars each for every subsequent trip made by said boat from Cumberland to Georgetown, Alexandria or Washington City, until the entire balance of said purchase money is paid with interest thereon from this date, crediting the respective payment 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 Thomas H. Keller, and the said Weld, that the said Thomas H. Keller 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 the said boat, promptly at each trip, with the coal of such Company or person as the said Weld 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 and the Allegany Mining Company, and keep said boat in proper repair; all of which stipulations the said Thomas H. Keller hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always that if the said Weld 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 Thomas H. Keller to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case all must take their turn. And Whereas the said Thomas H. Keller is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every instalment of purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, he the said Thomas H. Keller is willing to execute these presents. Now this Indenture Witnesseth that the said Thomas H. Keller for and in consideration of the premises, hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called "Jane Louisa," to have and to hold the same unto the said Henry Thomas Weld, his 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 Thomas H. Keller shall well and truly pay unto the said Weld his executors, administrators or assigns, the aforesaid instalments 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 Thomas H. Keller, 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 Thomas H. Keller 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 Thomas H. Keller to freight for the Company or person designated by said Weld, 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 Thomas H. Keller, then and in either event the said Henry Thomas Weld or his 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 said sale and advertisement; and then the balance due to said Weld or his assigns of said purchase money and interest. In Witness whereof the said Thomas H. Keller hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Thomas H. Keller {Seal}

Test: Jonathan Keller, which was thus endorsed viz: State of Maryland, [Frederick] County, to wit: I hereby certify that on this 27th day of July 1857 before the subscriber a Justice of the Peace of the State of Maryland in and for said County, personally appeared Thomas H. Keller and acknowledged the aforesaid instrument to be his act.

Jonathan Keller

State of Maryland, Frederick County, to wit: I hereby certify that on this 17th day of August 1857 before the subscriber a Justice of the Peace of the State & County aforesaid personally appeared B. F. Gatton Agent of Henry Thomas Weld, the mortgagee named in the within mortgage, and made oath in due form of law, that the consideration in the said mortgage is true and bona fide as therein set forth, and that the said B. F. Gatton, further in like manner made oath that he is the Agent of the said Henry Thomas Weld, and authorized by said mortgagee to make said affidavit.

Wm. H. Smith, J. P.

Cumberland, August 1st, 1857. We Jonathan Keller and Thomas H. Keller each for ourselves, and each one for the other agree that if requested we or either of us will sign and execute another mortgage in all respects identical with the within, whenever demanded so to do by Henry Thomas Weld or his agents.

Jonathan Keller
Thomas H. Keller

Frederick County Courthouse, Hagerstown, MD, Deed Book BGF 1, p 580, 5/5/1858.

At the request of H. T. Weld, the following Mortgage was recorded May 5th, 1858.

This Indenture made this 15th day of April Eighteen hundred and fifty eight, between James W. Copeland of Frederick County, State of Maryland of the first part and Henry Thomas Weld of Allegany County, State of Maryland of the second part. Whereas the said Henry Thomas Weld has sold to the said Copeland, the Canal Boat called "James W. Copeland" at and for the sum of Fifteen hundred dollars, which the said Copeland is to pay unto the said Weld and his assigns in instalments of Forty five dollars for the first twenty trips, and thirty five dollars each for every subsequent trip made by said boat from Cumberland to Georgetown, Alexandria or Washington City, until the entire balance of said purchase money is paid with interest thereon from this date, crediting the respective payment 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 Copeland and the said Weld, that the said Copeland 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 the said boat, promptly at each trip, with the coal of such Company or person as the said Weld 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 and the Allegany Mining Company, and keep said boat in proper repair; all of which stipulations the said Copeland hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always that if the said Weld 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 Copeland to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case all must take their turn. And Whereas the said Copeland is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every instalment of purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, he the said Copeland is willing to execute these presents. Now this Indenture Witnesseth that the said Copeland for and in consideration of the premises, hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called "James W. Copeland" to have and to hold the same unto the said Henry Thomas Weld, his 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 Copeland shall well and truly pay unto the said Weld his executors, administrators or assigns, the aforesaid instalments 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 Copeland 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 Copeland 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 Copeland to freight for the Company or person designated by said Weld, 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 Copeland, then and in either event the said Henry Thomas Weld or his 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 said sale and advertisement; and then the balance due to said Weld or his assigns of said purchase money and interest. In Witness whereof the said Copeland hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

J. W. Copeland {Seal}

Test: Wm. H. Smith, which is thus endorsed viz: State of Maryland, Frederick County, to wit: I hereby certify that on this 15th day of April 1858, before the subscriber a Justice of the Peace of the State of Maryland in and for said County, personally appeared James W. Copeland and acknowledged the aforesaid instrument to be his act and deed.

Wm. H. Smith, J. P.

State of Maryland, Frederick County, to wit: I hereby certify that on this 30th day of April 1858 before me a Justice of the Peace of the said State in and for the County aforesaid personally appeared Joseph J. Grehan Agent of Henry Thomas Weld, the Mortgagee named in the within Mortgage, and made oath in due form of law, that the consideration in said Mortgage is true and bona fide as therein set forth, and that the said Joseph J. Grehan, further, in like manner, made oath that he is the Agent of the said Henry Thomas Weld, and authorized by said Mortgagee to make said affidavit.

Wm. H. Smith, J. P.

Frederick County Courthouse, Hagerstown, MD, Deed Book BGF 2, p 499, 10/18/1858.

At the request of Henry Thomas Weld, the following Mortgage was recorded Oct. 18th, 1858.

This Indenture made this 2nd day of October Eighteen hundred and fifty eight, between Francis M. Myers of Frederick County, State of Maryland of the first part and Henry Thomas Weld of Allegany County, State of Maryland of the second part. Whereas the said Henry Thomas Weld has this day sold to the said Myers, the Canal Boat called "J. W. Copeland" at and for the sum of Fifteen hundred dollars, which the said Myers is to pay unto the said Weld and his assigns, the balance of the said purchase money in instalments of Forty five dollars for the first twenty trips, and thirty five dollars each for every subsequent trip, made by said boat from Cumberland to Georgetown, Alexandria or Washington City, until the entire balance of said purchase money is paid with interest thereon from this date, crediting the respective payment 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 Myers and the said Weld, that the said Myers 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 the said boat, promptly at each trip, with the coal of such Company or person as the said Weld 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 and the Allegany Mining Company, and keep said boat in proper repair; all of which stipulations the said Myers hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always that if the said Weld 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 Myers to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case all must take their turn. And Whereas the said Myers is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every instalment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said Myers is willing to execute these presents. Now this Indenture Witnesseth that the said Myers for and in consideration of the premises, hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called "J. W. Copeland" to have and to hold the same unto the said Henry Thomas Weld, his 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 Myers shall well and truly pay unto the said Weld, his executors, administrators or assigns, the aforesaid instalments 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 Myers 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 Myers to make regular trips as aforesaid with said boat, or in case of a refusal or neglect upon the part of the said Myers to freight for the Company or person designated by said Weld, 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 Myers, then and in either event the said Henry Thomas Weld or his 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 said sale and advertisement; and then the balance due to said Weld or his assigns of said purchase money and interest. In Witness whereof the said Francis M. Myers hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

F. M. Myers {Seal}

Test: which is thus endorsed: State of Maryland, Frederick County, to wit: I hereby certify that on this 2nd day of October 1858, before the subscriber a Justice of the Peace of the State of Maryland in and for said County, personally appeared Francis M. Myers and acknowledged the aforesaid instrument to be his act and deed.

Wm. H. Smith, J. P.

State of Maryland, Frederick County, to wit: I hereby certify that on this day of October 1858 before me the subscriber a Justice of the Peace of said State in and for the County aforesaid personally appeared J. J. Grehan Agent of Henry Thomas Weld, the Mortgagee named in the within Mortgage, and made oath in due form of law, that the consideration in said Mortgage is true and bona fide as therein set forth, and that the said J. J. Grehan, further, in like manner, made oath that he is the Agent of the said Henry Thomas Weld, and authorized by said Mortgagee to make said affidavit.

Wm. H. Hilleary, J. P.

Frederick County Courthouse, Hagerstown, MD, Deed Book BGF 2, p 551, 11/5/1858.

At the request of Henry Thomas Weld, the following Mortgage was recorded Nov. 5th, 1858.

This Indenture made this 16th day of October Eighteen hundred and fifty eight, between Benjamin F. Hough and John Spencer of Frederick County, State of Maryland of the first part and Henry Thomas Weld of Allegany County, State of Maryland of the second part. Whereas the said Henry Thomas Weld has this day sold to the said Hough & Spencer the Canal Boat called "Lydia G. Hough" at and for the sum of Fifteen hundred dollars, which the said Hough & Spencer is to pay unto the said Weld and his assigns, the balance of the said purchase money in instalments of Forty dollars each for the first twenty trips, and thirty five dollars each for every subsequent trip; interest paid regularly at each trip from the beginning, for every trip made by said boat from Cumberland to Georgetown, Alexandria or Washington City, until the entire balance 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. And whereas it was a part of said contract of purchase and sale between the said Hough & Spencer and the said Weld, that the said Hough & Spencer 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 the said boat, promptly at each trip, with the coal of such Company or person as the said Weld 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 and the Allegany Mining Company, and keep said boat in proper repair; all of which stipulations the said Hough & Spencer hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always that if the said Weld 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 Hough & Spencer to have the right of loading wherever they choose for that trip; provided the detention is not caused by a glut of boats, in which case all must take their turn. And Whereas the said Hough & Spencer is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every instalment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said Hough & Spencer is willing to execute these presents. Now this Indenture Witnesseth that the said Hough & Spencer for and in consideration of the premises, hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called "Lydia G. Hough" to have and to hold the same unto the said Henry Thomas Weld, his 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 Hough & Spencer shall well and truly pay unto the said Weld, his executors, administrators or assigns, the aforesaid instalments 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 Hough & Spencer shall well and truly do and perform all the covenants on their part to be done and performed as set forth in this Mortgage, then this instrument of writing 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 Hough & Spencer 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 Hough & Spencer to freight for the Company or person designated by said Weld, 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 Hough & Spencer, then and in either event the said Henry Thomas Weld or his 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 said sale and advertisement; and then the balance due to said Weld or his assigns of said purchase money and interest. In Witness whereof the said Hough & Spencer hath hereunto subscribed their names and affixed their seals on the day and year first above written.

B. F. Hough {Seal}

Test: Wm. H. Hilleary

John Spencer {Seal}

Which is thus endorsed: State of Maryland, Frederick County, to wit: I hereby certify that on this 16th day of October 1858, before the subscriber a Justice of the Peace of the State of Maryland in and for said County, personally appeared Benjamin F. Hough & John Spencer and acknowledged the aforesaid instrument to be their act and deed.

Wm. H. Hilleary, J. P.

State of Maryland, Frederick County, to wit: I hereby certify that on this 16th day of October 1858 before me the subscriber a Justice of the Peace of said State in and for the County aforesaid personally appeared J. J. Grehan Agent of Henry Thomas Weld, the Mortgagee named in the within Mortgage, and made oath in due form of law, that the consideration in said Mortgage is true and bona fide as therein set forth, and that the said J. J. Grehan, further, in like manner, made oath that he is the Agent of the said Henry Thomas Weld, and authorized by said Mortgagee to make said affidavit.

Wm. H. Hilleary, J. P.

Frederick County Courthouse, Hagerstown, MD, Deed Book BGF 3, p 362, 9/8/1858.

At the request of Henry T. Weld, the following Mortgage was recorded Sep. 8th, 1858.

This Indenture made this 6th day of September 1858, between Peter B. Stouffer of Frederick County, State of Maryland of the first part and Henry Thomas Weld of Allegany County, State of Maryland of the second part. Whereas the said Henry Thomas Weld has this day sold to the said Stouffer, the Canal Boat called "B. F. Stouffer" at and for the sum of Fifteen hundred dollars, which the said Stouffer is to pay unto the said Weld and his assigns, the balance of the said purchase money in instalments of Forty dollars each for the first twenty trips, and thirty five dollars each for every subsequent trip, with the interest paid regularly at each trip from the beginning, for every trip made by said boat from Cumberland to Georgetown, Alexandria or Washington City, until the entire balance of said purchase money is paid with interest thereon from this date, crediting the respective payment 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 Stouffer and the said Weld, that the said Stouffer 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 the said boat, promptly at each trip, with the coal of such Company or person as the said Weld 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 and the Allegany Mining Company, and keep said boat in proper repair; all of which stipulations the said Stouffer hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always that if the said Weld 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 Stouffer to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case all must take their turn. And Whereas the said Stouffer is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every instalment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said Stouffer is willing to execute these presents. Now this Indenture Witnesseth that the said Stouffer for and in consideration of the premises, hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called "B. T. Stouffer" to have and to hold the same unto the said Henry Thomas Weld, his 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 Stouffer shall well and truly pay unto the said Weld, his executors, administrators or assigns, the aforesaid instalments 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 Stouffer 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 Stouffer 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 Stouffer to freight for the Company or person designated by said Weld, 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 Stouffer, then and in either event the said Henry Thomas Weld or his 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 said sale and advertisement; and then the balance due to said Weld or his assigns of said purchase money and interest. In Witness whereof the said Stouffer hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

P. B. Stouffer {Seal}

Which is thus endorsed: State of Maryland, Frederick County, to wit: I hereby certify that on this 8th day of September 1858, before the subscriber a Justice of the Peace of the State of Maryland in and for said County, personally appeared Peter B. Stouffer and acknowledged the aforesaid instrument to be his act and deed.

Wm. H. Smith, J. P.

Which is thus endorsed: State of Maryland, Frederick County, to wit: Be it remembered and it is hereby certified that on this 8th day of September 1858 before me the subscriber a Justice of the Peace of said State in and for Allegany County personally appeared , the Mortgagee named in the within Mortgage, and made oath on the Holy Evangelie of Almighty God, that the consideration in set forth in the foregoing Mortgage is true and bona fide as therein set forth. In Witness whereof I subscribe my name on the day and year aforesaid.

Which is thus endorsed: State of Maryland, Frederick County, to wit: I hereby certify that on this 25th day of September 1858 before me the subscriber a Justice of the Peace of the State of Maryland in and for the County aforesaid personally appeared Joseph A. Calvell, Agent of Henry Thomas Weld, the Mortgagee named in the within mortgage, and made oath in due form of law that the consideration in said Mortgage is true and bona fide as therein set forth and that the said Joseph A. Calvell further, in like manner, made oath that he is the Agent of the said Henry Thomas Weld and authorized by said Mortgagee to make such affidavit.

Thomas S. Crampton, J. P.

Frederick County Courthouse, Hagerstown, MD, Deed Book BGF 4, p 8, 4/7/1859.

At the request of H. Thomas Weld, the following Mortgage was recorded April 7th 1859.

This Indenture made this 22nd day of March Eighteen hundred and fifty nine, between Jacob W. Barnes of Frederick County, State of Maryland of the first part and Henry Thomas Weld of Allegany County, State of Maryland of the second part. Whereas the said Henry Thomas Weld has this day sold to the said Barnes, the Canal Boat called "J. W. Barnes" at and for the sum of Fifteen hundred and thirty dollars, which the said Barnes is to pay unto the said Weld and his assigns, in instalments of Forty five dollars each for the first twenty trips, and thirty five dollars each for every subsequent trip made by said boat from Cumberland to Georgetown, Alexandria or Washington City, until the entire balance of said purchase money is paid with interest thereon from this date, crediting the respective payment 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 Barnes and the said Weld, that the said Barnes 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 the said boat promptly at each trip, with the coal of such Company or person as the said Weld 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 and the Allegany Mining Company, and keep said boat in proper repair; all of which stipulations the said Barnes hereby covenants and agrees with the said Weld and his assigns to fulfill and perform. Provided always that if the said Weld 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 Barnes to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case all must take their turn. And Whereas the said Jacob W. Barnes is anxious to secure unto the said Weld and his assigns, the regular and due payment of each and every instalment of said purchase money; and also to secure to the said Weld and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said Barnes is willing to execute these presents. Now this Indenture Witnesseth that the said Barnes for and in consideration of the premises, hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld, his executors, administrators and assigns, the Canal Boat called "Jacob W. Barnes" to have and to hold the same unto the said Henry Thomas Weld, his 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 Barnes shall well and truly pay unto the said Weld, his executors, administrators or assigns, the aforesaid instalments 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 Barnes 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 Barnes 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 Barnes to freight for the Company or person designated by said Weld, 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 Barnes, then and in either event the said Henry Thomas Weld or his 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 said sale and advertisement; and then the balance due to said Weld or his assigns of said purchase money and interest. In Witness whereof the said Jacob W. Barnes hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Test. Andrew Gonder

Jacob W. Barnes {Seal}

Thomas Sheridan

Which is thus endorsed: State of Maryland, [Allegany] County, to wit: I certify that on this 22nd day of March 1859 before the subscriber a Justice of the Peace of the State of Maryland, in and for said County, personally appeared Jacob W. Barnes 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 28th day of March 1859 before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared H. T. Weld, the Mortgagee in the foregoing Mortgage, and made oath on the Holy Evangel 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.

Frederick County Courthouse, Hagerstown, MD, Deed Book BGF 4, p 140, 5/7/1859.

At the request of Henry Thomas Weld, the following Mortgage was recorded May 7th 1859.

This Indenture made this 18th day of April, Eighteen hundred and fifty nine, between Robert B. Carlisle and J. R. Garrott of Frederick County, State of Maryland of the first part, and Henry Thomas Weld of Allegany County, State of Maryland, the second part. Whereas the said Henry Thomas Weld, has this day sold to the said Carlisle & Garrott the Canal Boat called "Sallie E. Carlisle," at and for the sum of Fifteen hundred and thirty dollars, which the said Carlisle & Garrott is to pay unto the said Weld and his assigns, in installments of forty five dollars each for the first twenty trips and thirty five dollars each for every subsequent trip made by said boat from Cumberland to Georgetown, Alexandria or Washington City, until the entire balance of said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of time when such payments shall be made. And whereas it was a part of said contract of purchase and sale between the said Carlisle & Garrott and the said Weld, that the said Carlisle & Garrott, 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 the said boat promptly at each trip, with the coal of such Company or person as the said Weld 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 and the Allegany Mining Company, and keep said boat in proper repair. All of which said stipulations the said Carlisle & Garrott hereby covenant and agree with the said Weld and his assigns to fulfill and perform. Provided always, that if the said Weld 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 the said Carlisle & Garrott to have the right of loading wherever they choose for that trip; provided the detention is not caused by a glut of boats, in which case all must take their turn. And whereas the said Carlisle & Garrott are anxious to secure unto the said Weld and his assigns the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns the regular, prompt and due performance of the covenants aforesaid, the said Carlisle & Garrott is willing to execute these presents. Now this Indenture Witnesseth that the said Carlisle & Garrott for and in consideration of the premises, hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld his executors, administrators and assigns, the Canal Boat called "Sallie E.. Carlisle." to have and to hold the same unto the said Henry Thomas Weld his 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 Carlisle & Garrott shall well and truly pay unto the said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said Carlisle & Garrott shall well and truly do and perform all the covenants on their part to be done and performed as set forth in this Mortgage, then this instrument of writing, 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 Carlisle & Garrott 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 Carlisle &

Garrott to freight for the Company or person designated by said Weld, 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 Carlisle & Garrott then, and in either event, the said Henry Thomas Weld or his 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 said Weld or his assigns, of said purchase money & interest. In witness whereof the said Carlisle & Garrott hath hereunto subscribed their names and affixed their seals on the day & year first above written.

Test:

W. H. Hilleary

Robert B. Carlisle {Seal}

J. Rice Garrott {Seal}

Which is thus endorsed viz: State of Maryland, [Frederick] County, to wit: I hereby certify that on this 18th day of April 1859, before the subscriber, a Justice of the Peace of the State of Maryland, in and for said County, personally appeared Robert B. Carlisle & J. Rice Garrott, and acknowledged the foregoing instrument to be their act and deed.

W. H. Hilleary, J. P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified, that on this 6th day of May 1859, before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Henry Thomas Weld, the Mortgagee in the foregoing Mortgage, and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth. In Witness whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J. P.

State of Maryland, Allegany County, to wit: I hereby certify that Andrew Gonder Esquire before whom the annexed affidavit was made, and whose genuine signature appeared thereto, was at the time thereof an acting Justice of the Peace of the said State in and for the county aforesaid, duly commissioned and qualified. In testimony whereof, I hereunto subscribe my name and affix [the] seal for the Circuit Court for said County, at Cumberland, this sixth day of May 1859.

{Seal}

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

Frederick County Courthouse, Hagerstown, MD, Deed Book BGF 8, p 245, 1/31/1863.

At the request of Henry Thomas Weld, the following Mortgage was recorded Jan. 31st 1863.

This Indenture made this 24th day of January, Eighteen hundred and 63, between Robert B. Carlisle of Frederick County, State of Maryland of the first part, and Henry Thomas Weld of Allegany County, State of Maryland, the second part. Whereas the said Henry Thomas Weld, has this day sold to the said Robert B. Carlisle the Canal Boat called "Carrie Belle," at and for the sum of Fifteen hundred dollars, which the said Carlisle is to pay unto the said Weld and his assigns, in installments of forty dollars each for the first twenty trips with full interest from the 1st day of September 1862, and thirty five dollars each for every subsequent trip, with interest, for every trip made by said boat from Cumberland to Georgetown, Alexandria or Washington City, until the entire balance of said purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of time when such payments shall be made. And whereas it was a part of said contract of purchase and sale between the said Carlisle and the said Weld, that the said Carlisle, 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 the said boat promptly at each trip, with the coal of such Company or person as the said Weld 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 and the Allegany Mining Company, and keep said boat in proper repair. All of which said stipulations the said Carlisle hereby covenant and agree with the said Weld and his assigns to fulfill and perform. Provided always, that if the said Weld 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 the said Carlisle to have the right of loading wherever he chooses for that trip; provided the detention is not caused by a glut of boats, in which case all must take their turn. And whereas the said Robert B. Carlisle is anxious to secure unto the said Weld and his assigns the regular and due payment of each and every installment of said purchase money; and also to secure to the said Weld and his assigns the regular, prompt and due performance of the covenants aforesaid, the said Carlisle is willing to execute these presents. Now this Indenture Witnesseth that the said Carlisle for and in consideration of the premises, hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said Henry Thomas Weld his executors, administrators and assigns, the Canal Boat called "Carrie Belle." to have and to hold the same unto the said Henry Thomas Weld his 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 Carlisle shall well and truly pay unto the said Weld, his executors, administrators or assigns, the aforesaid installments of purchase money upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid; and if the said Carlisle 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 Carlisle to make regular trips as aforesaid with said boat, or in case of a refusal or neglect upon the part of the said Carlisle to freight for the Company or person designated by said Weld, 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 Carlisle then, and in either event, the said Henry Thomas Weld or his 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 said Weld or his assigns, of said purchase money and interest. In witness whereof the said Robert B. Carlisle hath hereunto subscribed his name and affixed his seal on the day & year first above written.

Test:

Robert B. Carlisle {Seal}

Joseph J. Grehan

Which is thus endorsed: State of Maryland, [Frederick] County, to wit: I hereby certify that on this 24th day of January 1863, before the subscriber, a Justice of the Peace of the State of Maryland, in and for said County, personally appeared Robert B. Carlisle and acknowledged the foregoing instrument to be his act and deed.

Joseph Goodman, J. P.

State of Maryland, Frederick County, to wit: I hereby certify that on this 24th day of Jan. 1863, before me, the subscriber, a Justice of the Peace of the said State in and for the County aforesaid, personally appeared Joseph J. Grehan, Agent of Henry Thomas Weld, the Mortgagee named in the within Mortgage, and made oath in due form of law, that the consideration in the said mortgage is true and bona fide as therein set forth. And that the said Jo0seph J. Grehan further and in like manner made oath that he is the Agent of the said Henry Thomas Weld and authorized by said Mortgagee to make such affidavit.

Jos. J. Grehan

Joseph Goodman, J. P.