

COMPILATION OF  
YOUNG BROTHERS  
CANAL BOAT MORTGAGES  
1867- 1879  
ALLEGANY COUNTY, MD

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A. PREFACE

After some research in the Allegany County Courthouse records, the General Index to Miscellaneous Instruments (Vol. A to J and Vol. K to Z) was found and it was from that second volume that the following records were found. All the canal boat related mortgages of the Young Brothers were transcribed, including those for livestock, so that the reader may have a fuller understanding of economic conditions of the time.

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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Young Brothers Canal Boat Mortgages 1867 - 1879						
Brother's Name	Buyer's/Seller's Name	Book	Page	Date Recorded	Boat's name	Purchase Cost
William	Bernard McQuade	26	105	3/11/1867	5 mules	\$110
William	Michael Quigley	29	338	5/19/1869	3 Mules	\$600
James	Francis H. Brookman	38	350	4/10/1873	5 Mules	\$1,187
William	Bernard McQuade	39	498	8/30/1873	Annie E. McQuade	\$1,900
William	John Gull	39	557	11/8/1873	Oliver S. Moss & 4 Mules	\$600
James	Frank H. Brookman	41	480	6/11/1874	1 Mule	\$150
James	Joseph Wright	43	366	11/2/1874	2 Mules	\$251.82
William	John H. Grove	43	455	12/8/1874	E. B. Johnson	\$1,800
William	Luke Mullegan	44	508	6/3/1875	2 Horses & Carts	\$265
William	John Long	44	610	4/28/1875	4 Horses & Wagon	\$400
James	Thomas Clark	44	672	6/1/1875	Annie E. McQuade	\$1,400
William	Frank H. Brookman, Jr.	48	571	5/16/1877	Alexander Kratz & 4 Mules	\$950
William	Thomas Mouse	49	366	10/30/1877	Sally E. Hassett & 4 Mules	\$398.67
James	Nelson Long	49	491	12/4/1877	Martha	\$170.40
James	Joseph & Rose Frederick.	49	552	1/7/1878	4 Mules	\$800
William	J. W. Pearce	49	648	3/14/1878	The Baltimore	\$800
William	Michael Edenhart	50	163	9/7/1877	Queen City & 2 Mules	\$159.43
William	John Gorman	50	164	9/8/1877	John R. Masters Arthur Lovell & 2 Mules	\$5,000
William	David Hodely	50	406	12/18/1877	Laura B. Agnew & 4 Mules	\$1,782
James	John A. Kaiser	50	410	12/18/1877	F. M. Offutt	\$227.83
William	Frank Rinehart	52	5	6/3/1878	2 Mules	\$250
William	Francis D. Kirkpatrick	52	6	6/3/1878	Hunter G.	\$1,600
James	Robert S. Otto	52	125	7/20/1878	F. J. Laing & 4 Mules	\$1,200
William	John Gorman	52	142	7/30/1878	2 Mules	\$200
James	Joseph Frederick	52	246	7/30/1878	Charles H. Knott & 4 Mules	\$1,272.08
William	John D. Turner	52	275	10/7/1878	Mabel	\$1,115
William	Isaac Manning	53	178	7/17/1879	Walter Beall	\$1,800



Allegany County Courthouse, Cumberland, MD, Deed Book 26, p 105, 3/11/1867.

At the request of William Young, this Mortgage was recorded March 11th 1867.

I Bernard McQuade of Allegany County in the State of Maryland being now indebted to William Young of Allegany County in the State of Maryland in the sum of one hundred and ten dollars in consideration thereof do hereby bargain and sell to the said William Young the following property: one brown mule; two black mules; one dark brown mule and one light dun mule.

Provided that if I the said Bernard McQuade shall pay to the said William Young the said sum of one hundred and ten dollars on or before the eleventh day of June in the year one thousand eight hundred and sixty seven then this Mortgage shall be void. And I the said Bernard McQuade covenant that in default of payment at the time herein mentioned to the said William Young of the said sum of one hundred and ten dollars then the said William Young may seize said mules and sell the same or so many of them as to satisfy said debt and all the costs that may accrue by such sale. The said William Young giving first ten days notice of such sale by public hand bills stuck up in the City of Cumberland. In Witness whereof I have subscribed my name and affixed my seal.

Test: Andrew Gonder  
his  
Bernard X McQuade {Seal}  
mark

State of Maryland, Allegany County, to wit: On this 11th day of March in the year of our Lord 1867 personally appeared before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, Bernard McQuade and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me William Young 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.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 29, p 338, 5/14/1869.

At the request of Wm. Young this Mortgage was recorded May 14th 1869.

I Michael Quigley of Allegany County in the State of Maryland being now indebted to William Young of said County and State in the sum of six hundred dollars and being desirous to secure the same to the said William Young, I the said Michael Quigley do grant, bargain and sell to the said William Young the following property: one black horse mule six years old; one brown mare mule eight years old; one sorrel horse mule eight years old.

Provided that if I the said Michael Quigley shall pay to the said William Young or his assigns the said sum of six hundred dollars on or before the first day of October in the year one thousand eight hundred and sixty nine with the interest thereon from the date hereof then this Mortgage or instrument of writing shall be void and I the said Michael Quigley covenant to pay to the said William Young his assigns the said sum of six hundred dollars with the interest thereon on or before the 1st day of October in the year 1869, and in default of payment or any part thereof the said William Young may seize and sell said mules or any of them to the highest bidder for cash to pay said sum with interest or any part thereof that may be due on said first day of October 1869 after first giving five days public notice by hand bills of such sale and if there be an overplus, then the said William Young shall pay the same to the said Michael Quigley. In Witness whereof I the said Michael Quigley have subscribed my name and affixed my seal this third day of April in the year eighteen hundred and sixty nine.

Test: Andrew Gonder

Michael Quigley {Seal}

State of Maryland, Allegany County, to wit: On this third day of April in the year 1869 personally appeared before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, Michael Quigley and acknowledged the foregoing Mortgage or instrument of writing to be his act. And at the same time also appeared before me William Young 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. In Testimony whereof I have subscribed my name.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 38, p 350, 4/10/1873.

At the request of James D. Young this mortgage was recorded April 10th 1873.

This Mortgage made this ninth day of April in the year eighteen hundred and seventy three by Francis H. Brookman of Allegany County, in the State of Maryland. Witnesseth, Whereas the said Francis H. Brookman is now indebted unto James D, Young of said County and State, in the sum of eleven hundred and eighty seven dollars which he is to pay to the said James D. Young in installments of thirty five dollars each for every trip that shall be made by the Canal Boat called Hanson Willison 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 inscribed the said Francis H. Brookman is willing to execute these presents.

Now, therefore in consideration of the premises, the said Francis H. Brookman doth hereby grant, bargain and sell unto the said James D. Young, five mules; provided, that if the said Francis H. Brookman shall pay the said James D. Young, the said installments of thirty five dollars each as aforesaid, with interest from the date of these presents, until the whole of said sum of eleven hundred & eighty seven dollars, shall be paid according to the covenants of the Francis H. Brookman hereinafter set forth then this Mortgage shall be void. And the said Francis H. Brookman covenants to and with the said James D. Young that the said Francis H. Brookman will regularly run the said boat night and day 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 from unavoidable obstructions upon the Canal, and the said Francis H. Brookman further covenants to freight or carry coal at current rates and usages and that he will pay the aforesaid installments of thirty five dollars each with interest from the date of these presents until the whole of said sum of eleven [hundred] & eighty seven dollars shall be paid for each and every trip so made & for each trip he covenants shall be made. Provided, that if default shall be made by the said Francis H. Brookman in the payment of the money aforesaid or the interest thereon at the time or in the manner aforesaid or breach of any of the covenants herein contained, then it shall be lawful for the said James D. Young to sell the said mules, in the City of Cumberland at public auction for cash or on credit after giving at least ten days public notice by hand bills \_\_\_\_\_ the most public places in said City giving notice of the time, place, manner and terms of sale, and apply the proceeds of such sale to the payment, in the first place of the expenses that may be incurred in making such sale, and then to the payment of the Mortgage debt, and the surplus if any to pay to the said Francis H. Brookman, his executors, administrators or assigns.

Witness my hand and seal.

Attest: H. H. Hobrock

Francis H. Brookman {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this ninth day of April in the year eighteen hundred and seventy three before the subscriber a Justice of the Peace, of the State of Maryland, in and for Allegany County, personally appeared Francis H. Brookman and acknowledged the foregoing Mortgage to be his act and at the same time, before me also personally appeared James D. Young & made oath in due form of law that the consideration in said Mortgage is true and bona fide as therein set forth.

Herman H. Hobrock, J.P.

For value received I hereby assign the within mortgage to Mr. F. Brookman. Witness my hand and seal this 13th day of April A.D. 1877.

Teste: Julian H. Thmston

James D. Young {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 39, p 498, 8/30/1873.

At the request of William Young this mortgage was recorded August 30th 1873.

This Indenture made this 29th day of June eighteen hundred and seventy two between Bernard McQuade of Allegany County, State of Maryland, of the first part; and William Young, \_\_\_ 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 "Annie E. McQuade" at and for the sum of nineteen 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: thirty five dollars for each and every trip said boat shall make from Cumberland to Alexandria, Georgetown, or Washington. 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 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 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 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 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 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 "Annie E. McQuade" 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, 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 everything 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 case 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 auction 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 Bernard McQuade hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. I. Flanagan

Barney McQuade {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 5th day of December 1872 before the subscriber personally appeared Bernard McQuade and acknowledged the foregoing instrument to be his act and deed.

H. I. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 5th day of December 1872 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared William Young 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.

H. I. Flanagan, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 39, p 557, 11/8/1873.

At the request of William Young this Bill of Sale was recorded Nov. 8th 1873.

I John Gull of Cumberland, Allegany County and State of Maryland, in consideration of six hundred dollars paid me by William Young of Allegany County, State of Maryland, do hereby bargain and sell to the said William Young the following property, to wit: two black horse mules; one light bay horse mule, one dark bay mare mule; and all my interest in the scow "Oliver S. Moss" and all the boat rig, harness (4 sets in full). Witness my hand and seal this 14th day of November in the year eighteen hundred and seventy three.

Teste: H. I. Flannagan

his  
John X Gull {Seal}  
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this 1st day of November in the year eighteen hundred and seventy three before the subscriber a Justice of the Peace in and for the State and County aforesaid, personally appeared John Gull and did acknowledge the foregoing Bill of Sale to be his act and deed, and at the same time personally appeared the aforesaid William Young and made oath in due form of law that the consideration noted in the foregoing Bill of Sale is true and bona fide as therein set forth.

H. I. Flannagan, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 41, p 480, 6/11/1874.

At the request of Frank H. Brookman this Mortgage was recorded June 11th 1874.

I Frank H. Brookman of Allegany County, in the State of Maryland, being now indebted to James Young of said County and State in the sum of one hundred and fifty dollars, with interest from the 11th day of June 1874, in consideration thereof do hereby bargain and sell to the said James Young the following property: one roan horse mule fourteen hands high about four years old. Provided that if I the said Frank H. Brookman shall pay to the said James Young the sum of one hundred and fifty dollars with the interest thereon on or before the first day of July 1875, then this mortgage shall be void. Witness my hand and seal this 11th day of June 1874.

Teste: H. H. Hobrock

Frank H. Brookman {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this eleventh day of June in the year 1874 before the subscriber a Justice of the Peace in said State in and for the County aforesaid personally appeared Frank H. Brookman and acknowledged the foregoing mortgage to be his act and deed, also at the same time personally appeared James Young and made oath in due form of law that the consideration set forth in this mortgage are true and bona fide as therein set forth.

Herman H. Hobrock, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 43, p 366, 11/2/1874.

At the request of James Young this Mortgage was recorded Nov. 2nd 1874.

I Joseph Wright of Jefferson County, [State of W. Va.], being now indebted to James Young of Allegany County, [State of Maryland] in the sum of two hundred and fifty one 82/100 dollars in consideration thereof, do hereby bargain and sell to the said James Young the following property, to wit: one brown horse mule about six years old; and one brown mare mule about six years old. Provided that if I the said Joseph Wright shall pay to the said James Young the said sum of two hundred and fifty one 82/100 dollars with the interest thereon from the date hereof, on or before the 1st day of November in the [year] 1875, then this mortgage shall be void. Witness my hand and seal this 2nd day of November in the year 1874.

Teste: Andrew Gonder

Jos. Wright {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 2nd day of November in the year of our Lord 1874 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Joseph Wright and acknowledged the foregoing mortgage to be his act, and at the same time also appeared before me James Young 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.

Andrew Gonder, J.P.

I hereby this 1st day of June 1875 released the above mortgage. Witness my hand and seal.

Teste: Theo. Luman

James Young {Seal}



Allegany County Courthouse, Cumberland, MD, Deed Book 43, p 455, 12/8/1874.

At the request of William Young this Mortgage was recorded Dec. 8th 1874.

This Indenture made this fifteenth day of May eighteen hundred and seventy four between John H. Grove of Washington County, State of Maryland, party of the first part; and William Young, 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 "E. B. Johnson" at and for the sum of eighteen 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: the said John H. Grove to pay to the said William Young the sum of thirty five dollars for each and every trip made with said Boat between Cumberland, Md. and Georgetown, D.C., Alexandria, Virginia or Washington City, D.C. until the said sum of eighteen hundred dollars with interest from the date hereof shall be fully paid. 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 the said boat promptly at each trip 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 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 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 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 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 "E. B. Johnson" 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 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 default upon the part of the first party 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 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 John H. Grove hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: I. Wm. Jones

John H. Grove {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this fifteenth day of May 1874 before the subscriber personally appeared John H. Grove and acknowledged the foregoing instrument to be his act and deed.

I. Wm. Jones, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this fifteenth day of May 1874 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared William Young 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.

I. Wm. Jones, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 44, p 508, 6/3/1875.

At the request of William Young this Bill of Sale was recorded June 3rd 1875.

I Luke Mullegan of Allegany County, State of Maryland, Witness that in consideration of two hundred and sixty five dollars (\$265.00) now due and owing from me to William Young, I the said Luke Mullegan do hereby bargain & sell unto William Young all and singular the following chattels & personal property, to wit: two bay horses; two carts; two sets cart harnesses. Witness my hand and seal this thirty first day of May, A.D. 1875.

Attest: H. H. Hobrock

his  
Luke X Mullegan {Seal}  
mark

State of Maryland, Allegany County, SS: On this the 2nd day of June A.D. 1875 before me the subscriber a Justice of the Peace in and for the above County & State personally appeared William Young & made oath in due form of law that the consideration in the above Bill of Sale is bona fide as therein set forth. And at the same time also appeared Luke Mullegan & acknowledged the above Bill of Sale to be his act.

H. H. Hobrock, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 44, p 610, 4/28/1875.

At the request of William Young this Bill of Sale was recorded April 28th 1875.

I John Long of Allegany County, State of Maryland, Witness: that in consideration of the sum of four hundred dollars now due from me the said Long to William Young, I the said John Long do hereby bargain and sell to the said William Young all and singular the following personal property and chattels, to wit: one gray horse; one dun mare; one sorrel mare; one four horse wagon; one lot of harness; five beds and bedding; six tables; thirty six chairs; two safes; one bureau; one cooking stove & one heating stove. Witness my hand & seal this 26th day of April, A.D. eighteen hundred and seventy five.

Teste: H. H. Hobrock

his  
John X Long {Seal}  
mark

State of Maryland, Allegany County, SS: On this 26th day of April, A.D. 1875 before me the subscriber a Justice of the Peace in and for the above County and State, personally appeared John Long and did acknowledge the within Bill of Sale to be his act, and at the same time also appeared William Young who made oath in due form of law that the consideration in the foregoing Bill of Sale is "bona fide" as therein set forth.

H. H. Hobrock, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 44, p 672, 6/1/1874.

At the request of James Young this Mortgage was recorded June 1st 1875.

This Indenture made this 15th day of April in the year of our Lord 1875 between James Young of Allegany County, in the State of Maryland, of the first part; and Thomas Clark, of Allegany County, in the State of Maryland, of the second part. Whereas the said James Young has this day sold to the said Thomas Clark the Canal Boat called "Annie E. McQuade" at and for the sum of fourteen hundred dollars, which the said Thomas Clark is to pay unto the said James Young and his assigns, in installments of thirty 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 Thomas Clark 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 Young or his assigns shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal & 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 Thomas Clark hereby covenants and agrees with the said James Young and his assigns to fulfill and perform.

And whereas the said Thomas Clark is anxious to secure unto the said James Young, and his assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said Young, and his assigns, the regular, prompt and due performance of the covenants aforesaid; the said Thomas Clark is willing to execute these presents. Now this Indenture Witnesseth that the said Thomas Clark for and in consideration of the premises hath granted, bargained and sold unto the said James Young, the Canal Boat called "Annie E. McQuade" to have and to hold the same forever. Provided, nevertheless, that if the Thomas Clark shall well and truly pay unto the said James Young, 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 Thomas Clark 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 James Young, 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 said Young, or his assigns, and if there be an overplus, the said Young or his assigns are to pay the same to the said Thomas Clark or his assigns. In witness whereof the said Thomas Clark hath subscribed his name and affixed his seal.

Teste: Andrew Gonder

Thomas Clark {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 29th day of May in the year of our Lord 1875 before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, appeared Thomas Clark 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 29th day of May 1875 before me the subscriber a Justice of the Peace in and for Allegany County personally appeared James Young 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.

I hereby release the within mortgage. Witness my hand and seal this 14th day of July 1877.

Teste: Theo. Leman, Clerk

James Young {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 48, p 571, 5/16/1877.

At the request of William Young this Mortgage was recorded May 16th 1877 at 8:25 A.M.

I Frank H. Brookman, Jr. of Allegany County, Maryland, being now indebted unto William Young of Allegany County, Maryland, in the sum of nine hundred and fifty dollars, with interest from the date hereof, in consideration thereof do hereby bargain and sell to the said William Young the following property, to wit: the Canal Boat called "Alexander Kratz" & also one bay mare mule about seven years old; one black mare mule about twelve years old; one roan horse mule about six years old; one mouse colored horse mare mule about seven years old; five sets of harness and all the rigging and furniture now in and upon said Canal Boat. Provided, that if the said Frank H. Brookman, Jr. shall pay to the said William Young the sum of nine hundred and fifty dollars with interest thereon from the date hereof on or before the 14th day of May in the year eighteen hundred and seventy nine, then these presents shall be void.

Witness my hand and seal, this 15th day of May, in the year eighteen hundred and seventy seven.

Attest: J. B. Widener

Frank H. Brookman {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 15th day of May 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 said County, personally appeared Frank H. Brookman, Jr. and acknowledged the foregoing mortgage 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 said mortgage is true and bona fide as therein set forth.

J. B. Widener, J.P.

I hereby release my lien on one bay mare mule and one bay horse mule, mentioned in the foregoing mortgage. Witness my hand and seal this 29th day of May 1877.

Teste: P. Rowland

William Young {Seal}

I hereby release the foregoing mortgage. Witness my hand and seal this 27th day of November 1896.

Teste: Theo. Truman, Clerk

William Young {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 49, p 366, 10/30/1877.

At the request of William Young this Bill of Sale was recorded Oct. 30th 1877 at 9:50 A.M.

I Thomas Mouse of Washington County in the State of Maryland, in consideration of three hundred and ninety eight dollars and sixty seven cents, and three dollars for the expense and costs of the writing and recording of this Bill of Sale, paid me by William Young of Allegany County and the State of Maryland do hereby bargain and sell to the said William Young the following property: one Canal Boat "Sally E. Hasset;" two bay horse mules, eight years old; two brown mare mules eight years old; four sets mule harness; and one full boat rig with line and furniture complete.

Witness my hand and seal.

Teste: D. Blocher

Thomas Mouse {Seal}

Maryland, Allegany County, to wit: On this 29th day of October 1877 personally appeared Thomas Mouse before the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County and acknowledged the foregoing Bill of Sale to be his act and deed. And at the same time personally appeared William Young and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing Bill of Sale is bona fide and true as therein set forth.

D. Blocher, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 49, p 491, 12/4/1877.

At the request of James Young this Bill of Sale was recorded Dec. 4th 1877 at 3:35 P.M.

I Nelson Long of Allegany County and State of Maryland in consideration of one hundred and seventy dollars and forty cents (\$170.40) paid me by James Young of Allegany County & State of Maryland do hereby bargain and sell to the said James Young he following property: one Canal Boat "Martha." Witness my hand & seal.

Teste: D. Blocher

his  
Nelson X Long {Seal}  
mark

Maryland, Allegany County, SS: On this 4th day of December 1877 personally appeared before the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County Nelson Long and acknowledged the foregoing Bill of Sale to be his act, and at the same time personally appeared James Young and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing Bill of Sale is bona fide and true as therein set forth.

D. Blocher, J.P.



Allegany County Courthouse, Cumberland, MD, Deed Book 49, p 552, 1/7/1878.

At the request of James Young this Mortgage was recorded January 7th 1878 at 3. P.M.

This Mortgage made on this third day of January in the year eighteen hundred and seventy eight by me Joseph Frederick & Rose Frederick of Allegany County, in the State of Maryland. Witnesseth: That for and in consideration of the sum of eight hundred dollars, now due from us the said Joseph Frederick & Rose Frederick to James Young of Allegany County and State of Maryland, and in order to secure the payment thereof to the said James Young, we the said Joseph Frederick and Rose Frederick do hereby bargain and sell to the said James Young the following property: two brown horse mules eight years old; one bay horse mule seven years old; one mouse colored mare mule 8 years old & 4 sets harness and the harness that are now used with said mules and also the boat rig now on the Canal Boat "H. Knott" including cooking stove and furniture on said boat. Provided that if we the said Joseph Frederick & Rose Frederick shall pay to the said James Young or his assigns the said sum of eight hundred dollars, with the interest thereon from the date hereof.

Provided said whole sum and interest be paid on or before the tenth day of April in the year eighteen hundred and seventy nine, then this mortgage shall be void. And we the said Joseph & Rose Frederick do hereby covenant and agree that if in default of the payments of any of said hereinbefore mentioned sums the said James Young or his assigns, 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 after first fiving 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 if then there be an overplus, the to pay the same to us, the said Joseph & Rose Frederick, or my assigns.

In witness whereof I hath subscribed my name and affixed my seal.

Teste: Joseph Frederick  
Jenkins Thomas

Rose Frederick {Seal}  
Joseph Frederick {Seal}

Georgetown, D.C., to wit: On this third day of January in the year of our Lord eighteen hundred and seventy eight personally appeared before me the subscriber, a Notary Public for the District of Columbia, Rose Frederick and Joseph Frederick and acknowledged the foregoing mortgage to be their act. And at the same time also appeared before me Joseph Frederick and made oath in due form of law that the consideration set forth in said 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.

Jenkin Thomas  
Notary Public

State of Maryland, Allegany County, to wit: On this 7th day of January in the year of our Lord 1878 appeared before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, James Young, and made oath in due form of law, that the consideration set forth in the aforegoing 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 seventh day of October A.D. 1878.

Teste: W. H. Ash

James Young {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 49, p 648, 3/16/1878.

At the request of William Young this Bill of Sale was recorded March 16th 1878 at 2:20 P.M.

I J. W. Pearce of Cumberland and County of Allegany and State of Maryland in consideration of eight hundred dollars (\$800) in hand paid by William Young, of same place, the receipt of which is hereby acknowledged, do hereby bargain and sell to the said William Young my interest in the following property, to wit: one Canal Boat known and called "The Baltimore" subject to a claim of Doerner and Bender - builders - for about four hundred and seventy dollars with interest at six percent, said balance to Doerner & Bender to be paid in trippages on said boat.

Witness my hand & seal this 13th day of November A.D. 1877

Witness my hand

J. W. Pearce {Seal}

and Official signature this the

11th day of March 1878.

Henry Baker

N. P. ex off J.P.

Dade County and State of Georgia

Allegany County Courthouse, Cumberland, MD, Deed Book 50, p 163, 9/7/1877.

At the request of William Young this Bill of Sale was recorded Sept. 7th 1877 at 10:15 A.M.

I Michael Edenhart, of Mineral County in the State of West Virginia, in consideration of one hundred and fifty nine dollars and forty three cents, 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: - all my right, title and interest in and to the Canal Scow "Queen City," one black mare mule called "Beck" about eight years old; one black mare mule called "Jim" about eight years old; five sets of boat harness, one bow line; one stern line; one tow line; one bow lamp; one cooking stove; two fall boards; three beds and bedding; one table; three stools; one lot of dishes, knives and forks; and one boat awning.

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

Attest: J. Wm. Jones

Michael Edenhart {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this sixth 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 Michael Edenhart 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 the foregoing Bill of Sale. Witness my hand and seal this 27th day of November 1896.

Teste: Theo. Luman

Wm. Young {Seal}

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. Luman, Clerk

William Young {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 50, p 406, 12/14/1877.

At the request of William Young this Bill of Sale was recorded December 14th 1877 at 2:00, P.M.

I David Hodely of Allegany County, and State of Maryland, in consideration of seventeen hundred eighty two dollars (\$1,782.00) paid me by William Young of Allegany County & State of Maryland, do hereby bargain and sell to the said William Young, the following property: one Canal Boat named "Laura B. Agnew;" one sorrel horse mule 6 years old; one brown horse mule 6 years old; one bay horse mule 8 years old; one black horse mule 10 years old; four sets mule harness complete; and one Boat rig complete.

Witness my hand and seal, this 10th day of November 1877.

Teste: D. Blocher

his  
David X Hodely {Seal}  
mark

Maryland, Allegany County, SS: On this 10th day of Nov. 1877, personally appeared David Hodely, before the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County, and acknowledged the foregoing Bill of Sale to be his act and deed. And at the same time personally appeared William Young and made oath in due form of law that the consideration set forth in the foregoing Bill of Sale is bona fide & true as therein set forth.

D. Blocher, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 50, p 410, 12/18/1877.

At the request of James Young this Mortgage was recorded December 18th 1877 at 2:00, P.M.

This Mortgage, made on this 18th day of December in the year eighteen hundred and seventy seven, by me John A. Kaiser of Allegany County in the State of Maryland. Witnesseth: That for and in consideration of the sum of two hundred and twenty seven 83/100 dollars, now due from me the said John A. Kaiser to James Young, of Allegany County and State of Maryland, and in order to secure the payment thereof to the said James Young, I the said John A. Kaiser do hereby bargain and sell to the said James Young the following property: One Canal Boat called "F. M. Offutt." Provided, that if I the said John A. Kaiser shall pay to the said James Young, or his assigns, the said sum of two hundred and twenty seven 83/100 dollars, with the interest thereon, from the date hereof in installments of fifteen dollars cash for all trips made by said Canal Boat called "F. M. Offutt," 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 and twenty seven 83/100 dollars is paid, with the interest thereon. Provided said whole sum and interest shall be paid on or before the first day of November in the year eighteen hundred and seventy eight, then this Mortgage shall be void. And I the said John A. Kaiser do hereby covenant and agree, that if, in default of the payment of any of said hereinbefore mentioned installments, the said James Young or his assigns may, and is hereby authorized to seize said Boat and sell the same to the highest bidder for cash, whenever the same may be so seized and taken, after 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 A. Kaiser, or my assigns.

In witness whereof, I have subscribed my name and affixed my seal.

Teste: Andrew Gonder

John A. Kaiser {Seal}

State of Maryland, Allegany County, to wit: On this eighteenth day of December in the year of our Lord eighteen hundred and seventy seven, personally appeared before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, John A. Kaiser and acknowledged the foregoing mortgage to be his act. And at the same time also appeared before me James Young 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.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 52, p 5, 6/3/1878.

At the request of William Young this Mortgage was recorded June 3rd 1878 at 10:20, A.M.

This Mortgage, made on this 17th day of May in the year eighteen hundred and seventy eight, by Frank Rinehart of Allegany County, Maryland. Witnesseth: Whereas the said Frank Rinehart is now indebted unto William Young, of Allegany County, Maryland, in the sum of two hundred and fifty dollars being purchase money for the mules hereinafter mentioned, which the said Frank Rinehart is to pay to the said William Young in installments of fifteen dollars each for every trip made by the said Frank Rinehart on the Canal from Cumberland to Georgetown or Alexandria, until the whole purchase money is paid, and whereas with a view to secure the payment of the said installments regularly according to the covenants hereinafter inserted. The said Frank Rinehart doth execute these presents. Now therefore in consideration of the premises, the said Frank Rinehart doth hereby bargain and sell unto the said William Young all the following property, to wit: two brown mare mules. Provided, that if I the said Frank Rinehart shall pay to the said William Young, the aforesaid installments of fifteen dollars each as aforesaid until the whole of said purchase money is paid, then this Mortgage shall be void. And the said Frank Rinehart covenants that he will pay the said installments of fifteen dollar each at the end of every trip, until the whole of said purchase money is paid. Provided, that if default shall be made by the said Frank Rinehart in the payment of any of the installments as herein provided, then it shall be lawful for the said William Young to sell the said mortgaged property in the City of Cumberland, at public auction, for cash, or upon credit, after first giving ten days notice by hand bills set up in the most public places in said City at least ten days prior to the day of sale, fiving notice of the time, place, manner and terms of sale, and apply the proceeds of such sale to the payment in the first place of the expenses that may be incurred in making such sale, and then to the payment of the Mortgage debt, and the surplus, if any, to pay to the said Frank Rinehart.

Witness my hand and seal.

Teste: Andrew Gonder

F. Rinehart {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 17th day of May in the year eighteen hundred and seventy eight, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Frank Rinehart and acknowledged the aforegoing mortgage to be his act. And at the same time also before me personally appeared William Young and made oath in due form of law that the consideration in said aforegoing Mortgage is true and bona fide as therein set forth.

Andrew Gonder, J.P.

I herewith release the aforegoing Mortgage. Witness my hand and seal this 27th day of November [1896].

Teste: Theo. Luman, Clerk

Wm. Young {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 52, p 6, 6/3/1878.

At the request of William Young this Mortgage was recorded June 3rd 1878 at 10:20, A.M.

This Indenture, made this twenty second day of May eighteen hundred and seventy eight, between Francis D. Kirkpatrick of Allegany County, State of Maryland, party of the first part, and William Young 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 "Hunter G." at and for the sum of sixteen 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: twenty five dollars for each trip said Boat may make from Cumberland to Georgetown, Washington City, Alexandria, or any other point until the purchase money, being the aforementioned sum of sixteen hundred dollars, with interest thereon from the date hereof, shall be 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 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 keep said boat in proper repair; and 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 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 said company or its agents; but in case of 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 to 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 said 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 got 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 "Hunter G." 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 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 everything 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 first party 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 said party of the first part, then 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 the 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 Francis D. Kirkpatrick hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Teste: J. Wm. Jones

Francis D. Kirkpatrick {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty second day of May 1878, before the subscriber, personally appeared Francis D. Kirkpatrick and acknowledged the aforesaid 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 27th day of May 1878, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared William Young, 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. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

J. Wm Jones, J.P.

I hereby release the aforesaid mortgage. Witness my hand and seal the 27th day of November 1896.

Teste: Theo. Luman, Clerk

Wm. Young {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 52, p 125, 7/20/1878.

At the request of James Young this Bill of Sale was recorded July 20th 1878, at 9:55 A.M.

I Robert S. Otto of Washington County and State of Maryland in consideration of twelve hundred dollars paid me by James Young of Allegany County in said State, do hereby bargain and sell to the said James Young the following property: one Canal Scow called "F. J. Laing;" one black mare mule about eight years old; one black horse mule about six years old; one bay mare mule about nine years old; one brown horse mule about seven years old; four sets of harness and all the fall boards, lines, pumps, lamps and cabin furniture on the said Canal Scow.

Witness my hand and seal this nineteenth day of July in the year eighteen hundred and seventy eight.  
Witness: J. Wm. Jones Robert S. Otto {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twentieth 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 Robert S. Otto and acknowledged the foregoing Bill of Sale to be his act and deed. And at the same time before me also personally appeared James 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.

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 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;" 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.

Witness: E. E. 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.

Allegany County Courthouse, Cumberland, MD, Deed Book 52, p 246, 9/12/1878.

At the request of James Young this Bill of Sale was recorded Sept. 12th 1878, at 9:15 A.M.

I, Joseph Frederick of the City of Cumberland, Allegany County and State of Maryland in consideration of twelve hundred and seventy two dollars and eight cents paid me by James Young of said City, County and State, do hereby bargain and sell to the said James Young the following property, to wit: one Canal Boat called "Charles H. Knott;" two brown mare mules, each about nine years old; one bay horse mule about eight years old; one mouse colored mule about nine years old; four sets of harness now used with said mules, and also the Boat rig now on said Canal Boat, including the cooking stove and furniture on said boat.

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

Witness: J. Wm. Jones

Joseph Frederick {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this seventh day of September 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 Joseph Frederick and acknowledged the foregoing Bill of Sale to be his act and deed. And at the same time before me also personally appeared James 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.

Allegany County Courthouse, Cumberland, MD, Deed Book 52, p 275, 10/7/1878.

At the request of William Young this Bill of Sale was recorded Oct. 7 1878, @ 1:05 P.M.

I, John D. Turner of Washington County, Maryland, in consideration of eleven hundred and fifteen [dollars] \$1,115.00 paid me by William Young of Allegany County, Maryland, do hereby bargain and sell to the said William Young the following property: one Canal Boat "Mabel."

Witness my hand and seal.

Witness: D. Blocher

John D. Turner {Seal}

Maryland, Allegany County, to wit: I hereby certify that on this 7th day of October 1878 personally appeared John D. Turner before the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County and acknowledged the foregoing Bill of Sale to be his act and deed. And at the same time personally appeared William Young and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing Bill of Sale is bona fide and true as therein set forth. Acknowledged & sworn to before,

D. Blocher, J.P.

I hereby release the foregoing Bill of Sale. Witness my hand and seal this 27th day of November 1896.

Teste: Theo. Luman, Clerk

Wm. Young {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 53, p 178, 7/17/1879.

At the request of William Young this Mortgage was recorded July 17th 1879 @ 9:00, A.M.

This Indenture, made this 23rd day of June eighteen hundred and seventy nine, between Isaac Manning of Allegany County, State of Maryland, party of the first part, and William Young 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 "Walter Beal" at and for the sum of eighteen 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: twenty five dollars for each trip said Boat shall make from Cumberland to Georgetown, Washington, Alexandria, or any other point, until the entire purchase money, being the above mentioned sum of eighteen hundred dollars, with interest thereon from the date hereof, is fully paid, crediting the respective payments thereon as of the time when each 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 & Baltimore Coal Company; and keep said boat in proper repair; and 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 said company or its agents. But in case of a glut of boats, or in case of such default either in loading or unloading happens from any other cause than personal default of the said company, or its agents, then all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention.

And whereas the said party of the first part is anxious to secure unto the said 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 said 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 "Walter Beall" 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 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 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 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 the 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 Isaac Manning hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Teste: J. Wm. Jones

his  
Isaac X Manning {Seal}  
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this 23rd day of June 1879, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Isaac Manning and acknowledged the aforesaid 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 23rd day of June 1879, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared William Young, 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. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

J. Wm Jones, J.P.

I hereby release the aforesaid mortgage. Witness my hand and seal the 27th day of November 1896.  
Teste: Theo. Luman, Clerk

Wm. Young {Seal}