

COMPILATION OF  
BORDEN MINING COMPANY  
CANAL BOAT MORTGAGES  
1852- 1865  
ALLEGANY COUNTY, MD

Compiled by  
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MAY 2019

A. PREFACE

In this series of Mortgages and Bills of Sale the reader will notice a variation in spelling of names. That is the way the instruments of writing were recorded.

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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May 2019  
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Borden Mining Company Canal Boat Mortgages 1852 - 1865, Allegany County, MD

Owner's/Buyer's Name	Book	Page	Date Recorded	Boat's Name	Purchase Cost
Robert S. McKaig	8	449	5/19/1852	28 mules & 30 horses	\$500
John Young	12	339	12/19/1854	West Moreland John G. Stone John G. Lynn Jacob F. Saylor	\$3,000
John Young	14	22	3/8/1856	William Borden John R. Masters Superior Five Brothers Five Sisters Santa Anna General Simpson Unnamed Boat	\$5,000
Michael Roseworm	21	8	8/15/1863	Francis	\$1,550
George M. Sanbower Eli Sanbower & Emanuel Ruse	22	99	3/22/1864	Loretta	\$1,400
George Roseworm	22	592	4/6/1865	George Long	\$1,288.28
John Gorman	22	596	4/6/1865	John Cowden	\$1,336.44
Lewis Miller	22	597	4/6/1865	Defiance	\$1,237.60
John Cole	22	598	4/6/1865	Chesapeake	\$1,287.94

Allegany County Courthouse, Cumberland, MD, Deed Book 8, p. 449, 5/19/1852.

At the request of the Borden Mining Company the following mortgage was recorded May 19<sup>th</sup>, 1852.

This Indenture made this 24<sup>th</sup> day of April in the year eighteen hundred and fifty-two, between Robert S. McKaig of Allegany County and State of Maryland of the one part, and the Borden Mining Company, incorporated by an Act of Assembly of the State of Maryland, of the other part. Whereas the said Borden Mining Company have agreed to advance from time to time to him as the said Robert S. McKaig may require, certain sums of money to the said Robert S. McKaig not to exceed at any one time the sum of three thousand dollars, of which sum of three thousand dollars, the sum of five hundred dollars has been already advanced and paid by the said Company to the said McKaig. And whereas the said Robert S. McKaig is desirous to secure the payment of the said sum of five hundred dollars, now advanced and the said further advancements to be made hereafter as aforesaid, he has therefore executed these presents. Now this Indenture, Witnesseth, that the said Robert S. McKaig for and in consideration of the premises, and for and in consideration of the further sum of five hundred dollars, current money, to him in hand paid by the said Borden Mining Company, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, he the said Robert S. McKaig hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Borden Mining Company, its successors and assigns, twenty-eight mules and thirty horses, now used by the said Robert S. McKaig on the Chesapeake and Ohio Canal in transporting coal. To Have and To Hold the aforesaid twenty-eight mules and thirty horses unto the said Borden Mining Company, its successors and assigns forever. Provided always and these presents are upon this condition that if the said Robert S. McKaig, his executors or administrators, shall and do well and truly pay or cause to be paid unto the said Borden Mining Company, its successors or assigns, the said sum of five hundred dollars now or heretofore advanced and the said further advancements of the said Borden Mining Company to be hereafter made as aforesaid, on or before the fifteenth day of September eighteen hundred and fifty-two, with legal interest on the same from the time of advancement, then and in such these presents and every matter and thing herein contained shall cease, determine and be utterly null and void to all intents and purposes, anything herein contained to the contrary notwithstanding. In testimony whereof the said Robert S. McKaig has hereunto subscribed his name and affixed his seal on the day and year first above written.

Signed, sealed and delivered in  
presence of Joh White.

R. S. McKaig, {Seal}

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 24<sup>th</sup> day of April eighteen hundred and fifty-two, before the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County aforesaid, personally appeared Robert S. McKaig, who is personally known to me to be and professing to be the party grantor in the above mortgage named and described, and acknowledged the same to be his act and deed. And at the same time and place before me also appeared Albert C. Iseen, agent and superintendent of the said Borden Mining Company, the mortgagee in the above mortgage named and made oat that the consideration mentioned in the foregoing mortgage is bona fide as therein set forth. In testimony whereof I have hereunto set my hand on the day and year aforesaid.

John White, J.P.

Rec. at the time of offering the above instrument for record one dollar and fifty cents in lien of the State of Maryland Stamp tax on the same.

Horace Resley, Clerk

Allegany County Courthouse, Cumberland, MD, Deed Book 14, p 22, 3/8/1856.

At the request of the Borden Mining Company the following Mortgage was recorded March 18th 1856.

This Indenture made this seventeenth day of March in the year of our Lord one thousand eight hundred and fifty six, between John Young of Allegany County, in the State of Maryland of the first part, and the Borden Mining Company, incorporated by an Act of the General Assembly of the said State of the second part: Whereas the said John Young stands now bond and indebted unto the said Borden Mining Company in the full sum of five thousand dollars payable to the said Company or its assigns on the first day of January in the year eighteen hundred and fifty seven, with the interest thereon from the date of these presents; and whereas it is the object and intention of the said John Young, by these presents to secure unto the said Company, and its assigns, the payment of the aforesaid debt and interest, at the time aforesaid. Now therefore this Indenture Witnesseth that the said party of the first part, for and in consideration of the premises and in further consideration of the sum of five dollars of current money to him in hand paid by the said parties of the second part at and before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold and transferred and by these presents doth grant, bargain sell, transfer and confirm unto the said parties of the second part and their assigns forever, all the seven Canal Boats now lying in or upon the Chesapeake and Ohio Canal or the Potomac River, called and known by the respective names following, to wit: "William Borden," "John R. Masters," "Superior," "Five Brothers," "Five Sisters," "Santa Anna" and "General Simpson" which are registered in the Custom House at Georgetown and in the office of the Chesapeake and Ohio Canal Company at Cumberland in the name of and as the property of the said John Young; also one new Canal Boat now building at the Boat Yard of said John Young in the Town and County and State aforesaid; together with all and every the tackle, apparel and furniture belonging to and each and all of the aforesaid Canal Boats. To Have and to Hold all and every of the aforesaid Canal Boats and furniture unto the said party of the second part, and their assigns, forever; and the said John Young for himself, his heirs, executors and administrators doth hereby covenant, promise and agree to and with said party of the second part and its assigns that he said John Young will keep and maintain all of said Canal Boats in good order and repair the same when required from this date until January 1st 1857 at his own sole cost and expense; and will use and employ the same exclusively for the benefit and advantage of said party of the second part and its assigns in transporting coal from Cumberland to Alexandria on the Chesapeake and Ohio Canal during the current boating season of 1856; the said party of the second part and its assigns paying to said John Young his executors, administrators or assigns the sum of one dollar and twelve and one half cents per ton for every ton of coal so to be carried as aforesaid; the said party of the second part reserving there from twenty five cents [per ton] to be credited from time to time on said debt of five thousand dollars and interest as fast as said freights can be earned; and in case there shall be a general rise in the coal freights during said season for the same amount of transportation exceeding one and one eighth dollars per ton that then said party of the second part and its assigns shall and will from and after such general rise during said season pay to said John Young the excess thereby created for said transportation over the price hereinbefore agreed upon for the same. Provided however, that in case the said John Young or his assigns shall fully pay and satisfy unto the said party of the second part and its assigns the aforesaid sum of five thousand dollars current money with the interest that may accrue thereon on or before the first day of January 1857 then this Indenture and everything herein contained except that portion which relates to the transportation of coal in said Boats and freights to be paid as aforesaid shall become null and void and of no effect;

and provided also that in case the said John Young, his executors, administrators or assigns, shall fail to fully pay and satisfy unto said party of the second part or its assigns the full sum of five thousand dollars with the interest that may accrue thereon on or before said first day of January 1857 that immediately after said last day the said party of the second part and its assigns shall have full power and authority to take immediate possession of all of the aforesaid property or so much thereof as they may deem necessary for the purpose and to sell and dispose of the same at public auction to the highest bidder in the Town of Cumberland, for cash first giving two weeks notice in some newspaper printed in the Town of Cumberland once a week for two successive weeks of the time, place, manner and terms of sale; and out of the proceeds of such sale first to pay all expenses incurred in taking possession of said property and of disposing of the same; secondly the said sum of five thousand dollars together with all interest which may have accrued thereon, or such part of said debt and interest as shall remain and be due and unpaid; and thirdly the balance of such proceeds of sale, if there be any, to said John Young, his executors, administrators or assigns. And provided further also, that in case the said John Young or his assigns shall at any time during said boating season fail to transport, or refuse to transport the coal of said part of the second part on the terms aforesaid and as aforesaid, and when the navigation shall admit of such transportation; then in such case, said party of the second part or its assigns shall have full power to take and be forthwith entitled to the immediate possession of all of said Canal Boats, or any of them that may be then diverted from their engagement; and to sell the same on the terms aforesaid and for the purposes aforesaid whether any part of said sum of five thousand dollars and interest be due or not; or to run the said Boats or Boat, during the remainder of said boating season themselves charging said John Young with all expenses incurred or arising there from and crediting him with the earnings of the Boats or Boat at and after the rates of freight aforesaid at the option of said party of the second part or its assigns and the said John Young for himself, his heirs, executors or administrators doth hereby covenant, promise and agree to and with the said party of the second part and its assigns that he, or they, shall and will fully pay and satisfy to said party of the second part and its assigns the full and just sum of five thousand dollars with interest from the date of these presents on or before the first day of January 1857. In witness whereof the said John Young hath hereto set his hand and seal on the day and year first hereinbefore written.

Signed, sealed & delivered in presence of

John Young {Seal}

The down tolls on the boat and the toll and being first erased and the words the said party of the second part reserving there from twenty percent to be credited from time to time on said debt of five thousand dollars and interest as fast as said freights are earned before signing and sealing.

Andrew Gonder

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 17th day of March in the year eighteen hundred and fifty six, personally appeared before me the subscriber a Justice of Peace of the State of Maryland in and for the County aforesaid John Young, who I am of my own knowledge satisfied is and hereby certify him to be the person named and described as and professing to be the party grantor named in the foregoing deed of mortgage and duly acknowledged the same to be his act and deed for the purposes therein mentioned; and at the same time also appeared Albert C. Green the General Agent and Superintendent of the said Borden Mining Company, party of the second part, in and to said foregoing deed of Mortgage to me personally known and made oath on due form of law that the consideration set forth on said foregoing Deed of Mortgage or instrument of writing, is true and bona fide as therein set forth.

Acknowledged and sworn before:

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 12, p 339, 12/19/1854.

At the request of the Borden Mining Company the following Mortgage was recorded Dec. 19th 1854.

This Indenture made this nineteenth day of December in the year of our Lord one thousand eight hundred and fifty four, between John Young of Allegany County, in the State of Maryland of the one part, and the Borden Mining Company incorporated by the Act of the General Assembly of Maryland of the other part: Whereas the said John Young may now be indebted to the said Company and whereas the said Company contemplates making further advances to said Young not to exceed in the whole the sum of three thousand dollars and whereas the said John Young envisions to secure and to make safe to said Company the money which may now be due it and such future assurances it may hereafter make not to exceed in total the aforesaid sum of three thousand dollars, now this indenture witnesseth, that the said John Young, for and in consideration of the premises and of the further sum of five dollars, current money, to him in hand paid by the said Company at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Borden Mining Company, its successors and assigns, all and singular the property hereinafter particularly mentioned and expressed, that is to say Canal Boats "Westmoreland," "John G. Stone," "John G. Lynn" and "Jacob F. Taylor." To Have and to Hold all and singular the said property unto the said Company, its successors and assigns, by its and their own use and behoof. Provided always and it is declared to be the true intent and meaning of these presents, and if the said John Young do and shall well and truly pay or cause to be paid unto the said Company, its successors or assigns, the money which may now be due it by said Young and such future assurances it may hereafter make, not to exceed in both the aforesaid sum of three thousand dollars on or before the first day of July eighteen hundred & fifty five (1855) then and in such case these presents and every matter and thing herein contained to the contrary notwithstanding shall be null and void. In witness whereof the said John Young has hereunto set his hand and seal on the day and year first above written.

Signed, sealed & delivered in presence of

John Young {Seal}

The words "by said Young" on 12th line from top of first page interlined before sealing & delivery.

John White

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 19th day of December 1854, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for the County of Allegany aforesaid, personally appeared John Young, he being personally known to me to be the person who is named and described as and professing to be a party to the foregoing deed or indenture, and acknowledged the same to be his act and deed. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

John White, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 14, p 22, 3/8/1856.

At the request of the Borden Mining Company the following Mortgage was recorded March 18th 1856.

This Indenture made this seventeenth day of March in the year of our Lord one thousand eight hundred and fifty six, between John Young of Allegany County, in the State of Maryland of the first part, and the Borden Mining Company, incorporated by an Act of the General Assembly of the said State of the second part: Whereas the said John Young stands now bond and indebted unto the said Borden Mining Company in the full sum of five thousand dollars payable to the said Company or its assigns on the first day of January in the year eighteen hundred and fifty seven, with the interest thereon from the date of these presents; and whereas it is the object and intention of the said John Young, by these presents to secure unto the said Company, and its assigns, the payment of the aforesaid debt and interest, at the time aforesaid. Now therefore this Indenture Witnesseth that the said party of the first part, for and in consideration of the premises and in further consideration of the sum of five dollars of current money to him in hand paid by the said parties of the second part at and before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold and transferred and by these presents doth grant, bargain sell, transfer and confirm unto the said parties of the second part and their assigns forever, all the seven Canal Boats now lying in or upon the Chesapeake and Ohio Canal or the Potomac River, called and known by the respective names following, to wit: "William Borden," "John R. Masters," "Superior," "Five Brothers," "Five Sisters," "Santa Anna" and "General Simpson" which are registered in the Custom House at Georgetown and in the office of the Chesapeake and Ohio Canal Company at Cumberland in the name of and as the property of the said John Young; also one new Canal Boat now building at the Boat Yard of said John Young in the Town and County and State aforesaid; together with all and every the tackle, apparel and furniture belonging to and each and all of the aforesaid Canal Boats. To Have and to Hold all and every of the aforesaid Canal Boats and furniture unto the said party of the second part, and their assigns, forever; and the said John Young for himself, his heirs, executors and administrators doth hereby covenant, promise and agree to and with said party of the second part and its assigns that he said John Young will keep and maintain all of said Canal Boats in good order and repair the same when required from this date until January 1st 1857 at his own sole cost and expense; and will use and employ the same exclusively for the benefit and advantage of said party of the second part and its assigns in transporting coal from Cumberland to Alexandria on the Chesapeake and Ohio Canal during the current boating season of 1856; the said party of the second part and its assigns paying to said John Young his executors, administrators or assigns the sum of one dollar and twelve and one half cents per ton for every ton of coal so to be carried as aforesaid; the said party of the second part reserving there from twenty five cents [per ton] to be credited from time to time on said debt of five thousand dollars and interest as fast as said freights can be earned; and in case there shall be a general rise in the coal freights during said season for the same amount of transportation exceeding one and one eighth dollars per ton that then said party of the second part and its assigns shall and will from and after such general rise during said season pay to said John Young the excess thereby created for said transportation over the price hereinbefore agreed upon for the same. Provided however, that in case the said John Young or his assigns shall fully pay and satisfy unto the said party of the second part and its assigns the aforesaid sum of five thousand dollars current money with the interest that may accrue thereon on or before the first day of January 1857 then this Indenture and everything herein contained except that portion which relates to the transportation of coal in said Boats and freights to be paid as aforesaid shall become null and void and of no effect;



and provided also that in case the said John Young, his executors, administrators or assigns, shall fail to fully pay and satisfy unto said party of the second part or its assigns the full sum of five thousand dollars with the interest that may accrue thereon on or before said first day of January 1857 that immediately after said last day the said party of the second part and its assigns shall have full power and authority to take immediate possession of all of the aforesaid property or so much thereof as they may deem necessary for the purpose and to sell and dispose of the same at public auction to the highest bidder in the Town of Cumberland, for cash first giving two weeks notice in some newspaper printed in the Town of Cumberland once a week for two successive weeks of the time, place, manner and terms of sale; and out of the proceeds of such sale first to pay all expenses incurred in taking possession of said property and of disposing of the same; secondly the said sum of five thousand dollars together with all interest which may have accrued thereon, or such part of said debt and interest as shall remain and be due and unpaid; and thirdly the balance of such proceeds of sale, if there be any, to said John Young, his executors, administrators or assigns. And provided further also, that in case the said John Young or his assigns shall at any time during said boating season fail to transport, or refuse to transport the coal of said part of the second part on the terms aforesaid and as aforesaid, and when the navigation shall admit of such transportation; then in such case, said party of the second part or its assigns shall have full power to take and be forthwith entitled to the immediate possession of all of said Canal Boats, or any of them that may be then diverted from their engagement; and to sell the same on the terms aforesaid and for the purposes aforesaid whether any part of said sum of five thousand dollars and interest be due or not; or to run the said Boats or Boat, during the remainder of said boating season themselves charging said John Young with all expenses incurred or arising there from and crediting him with the earnings of the Boats or Boat at and after the rates of freight aforesaid at the option of said party of the second part or its assigns and the said John Young for himself, his heirs, executors or administrators doth hereby covenant, promise and agree to and with the said party of the second part and its assigns that he, or they, shall and will fully pay and satisfy to said party of the second part and its assigns the full and just sum of five thousand dollars with interest from the date of these presents on or before the first day of January 1857. In witness whereof the said John Young hath hereto set his hand and seal on the day and year first hereinbefore written.

Signed, sealed & delivered in presence of

John Young {Seal}

The down tolls on the boat and the toll and being first erased and the words the said party of the second part reserving there from twenty percent to be credited from time to time on said debt of five thousand dollars and interest as fast as said freights are earned before signing and sealing.

Andrew Gonder

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 17th day of March in the year eighteen hundred and fifty six, personally appeared before me the subscriber a Justice of Peace of the State of Maryland in and for the County aforesaid John Young, who I am of my own knowledge satisfied is and hereby certify him to be the person named and described as and professing to be the party grantor named in the foregoing deed of mortgage and duly acknowledged the same to be his act and deed for the purposes therein mentioned; and at the same time also appeared Albert C. Green the General Agent and Superintendent of the said Borden Mining Company, party of the second part, in and to said foregoing deed of Mortgage to me personally known and made oath on due form of law that the consideration set forth on said foregoing Deed of Mortgage or instrument of writing, is true and bona fide as therein set forth.

Acknowledged and sworn before:

Andrew Gonder, J.P.

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

At the request of the Borden Mining Co. & F. Mertens this Mortgage was recorded Aug. 15th 1863.

This Deed made this fifteenth day of August in the year eighteen hundred and sixty-three by Michael Roseworm of Allegany County in the State of Maryland of the first part and Frederick Mertens of Allegany County in the State of Maryland of the first part.

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

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

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

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

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

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

Teste: F. Madore

Michael Roseworm {Seal}

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

F. Madore, J.P.

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

F. Madore, J.P.

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

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

This Indenture, made this twenty-second day of March, in the year of our Lord, 1864, between George M. Sanbower, Eli Sanbower and Emanuel Ruse, of Allegany County, in the State of Maryland, of the first part, and John Snyder and the Borden Mining Company, of Allegany County, in the State of Maryland, of the second part. **Witnesseth:** Whereas, the said parties of the second part have this day sold to the said parties of the first part the Canal Boat called "Loretta" at and for the sum of fourteen hundred dollars, which the said parties of the first part are to pay unto the said parties of the second part and their assigns, in installments of one hundred dollar, each for all the trips made by said boat from Cumberland to Georgetown, Alexandria, Washington City, or any other port, until the entire purchase money is paid, with interest from date crediting the respective payments thereon as of the time when such payments shall be made. And Whereas, it was a part of said contract of purchase and sale, that the said parties of the first part shall use said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, both by day and night, with as much expedition as can be reasonably done with double team, whenever required by the said parties of the second part, and to receive the loads of said boat promptly at each trip, with the coal of the Borden Mining Company, or of such Company or person as said parties of the second part, or their assigns, shall direct, and to freight the same at the lowest rates which shall be paid by the American Coal Company, C. E. Detmold, and such other leading Companies as are now shipping Coal from Cumberland on the Chesapeake and Ohio Canal, to Georgetown, Alexandria, Washington City, or other points on the Chesapeake and Ohio Canal, and to keep said boat in proper repair, all of which said stipulations the said parties of the first part hereby covenant and agree with the said parties of the second part and their assigns, to fulfill and perform. And whereas the said parties of the first part are anxious to secure unto the said parties of the second part and their assigns, the regular and due payments of each and every installment of said purchase money, and also to secure to the said parties of [the] second part and their assigns the regular, prompt and due performance of the covenants aforesaid, the said parties of the first part are willing to execute these presents.

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

Whereof the said parties of the second [*sic.* first] part have subscribed their names and affixed their seals.

Test. Acknowledgement of one hundred of  
fourteen hundred dollars on first page being first stricken  
out amount secured being \$400 purchase money \$1500.

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

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

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified, that on this 25<sup>th</sup> day of March 1864, before me, the subscriber, a justice of the Peace in and for Allegany County, personally appeared John Snyder the mortgagor 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 above mortgage.  
Witness G. M. Bean, Aug. 18<sup>th</sup> 1866, John Snyder.

Allegany County Courthouse, Cumberland, MD, Deed Book 22, page 592, 4/6/1865.

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

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

same to the said George Roseworm or his assigns. In witness whereof the said George Roseworm hath subscribed his name and affixed his seal.

Test: Andrew Gonder

George Roseworm {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this first day of April in the year of our Lord 1865 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, appeared George Roseworm and acknowledged the foregoing mortgage to be his act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 5<sup>th</sup> day of April 1865 before me the subscriber a Justice of the Peace in and for Allegany County personally appeared Albert C. Greene who duly made oath that he is agent of the mortgagee in the foregoing mortgage and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness thereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.



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

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

This Indenture, made this first day of April in the year of our Lord 1865, between John Gorman, of Allegany County, in the State of Maryland, of the first part and the Borden Mining Company, of Allegany County, in the State of Maryland, of the second part. **Witnesseth**, Whereas the said Borden Mining Company have this day sold to the said John Gorman the Canal Boat called "John Cowden" at and for the sum of thirteen hundred and thirty-six 44/100 dollars which the said John Gorman is to pay unto the said Borden Mining Company and their assigns, in installments of fifty dollars each for all the trips made by said boat from Cumberland to Georgetown, Alexandria, Washington City, or any other port, until the entire purchase money is paid with interest from date, crediting the respective payments thereon as of the time when such payments shall be made, and whereas it was a part of said contract of purchase and sale, that the said John Gorman shall use said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done with double team whenever required by the said Borden Mining Company, and to receive its loads of said boat promptly at each trip, with the coal of the Borden Mining Company, or of such Company or person as said Borden Mining Company or their assigns shall direct, and to freight the same at lowest current rates, which shall be paid by the American Coal Company, C. E. Detmold and such other leading Companies as are now shipping coal from Cumberland on the Chesapeake and Ohio Canal to Georgetown, Alexandria, Washington City or other ports on the Chesapeake and Ohio Canal and to keep the said boat in proper repair, all of which said stipulations the said John Gorman hereby covenants and agrees with the said Borden Mining Company and its assigns to fulfill and perform. And whereas the said John Gorman is anxious to secure unto the said Borden Mining Company and their assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said Borden Mining Company and their assigns the regular, prompt and due performance of the covenants aforesaid, the said John Gorman are [*sic. is*] willing to execute these presents. Provided however that if said boat is destroyed by fire, public enemies or other unavoidable accident, without neglect or default on the part of said John Gorman, he is not to be personally responsible for the balance then due on the said boat. Now this Indenture Witnesseth that the said John Gorman for and in consideration of the premises hath granted, bargained and sold unto the said Borden Mining Company and assigns the Canal Boat called "John Cowden." To Have and To Hold the same forever, provided nevertheless that if the said John Gorman shall well and truly pay unto the said Borden Mining Company or their assigns, the aforesaid installments of purchase money with interest upon each and every trip as aforesaid until the whole shall be fully paid; and shall well and truly do and perform all the covenants on his part to be done and performed, as set forth in this mortgage, then this instrument of writing shall be void, otherwise to remain in full force and virtue in law, and this Indenture further Witnesseth that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said John Gorman to make regular payments on account of said purchase money, as herein provided, or in case of a failure to perform any of the covenants named in this mortgage, then in either event the said Borden Mining Company or their assigns are hereby authorized to take immediate possession of said boat and after ten days notice thereof, in a public newspaper printed in Cumberland City, to sell said boat at public sale as mortgagee to the highest bidder for cash or credit; and out of the proceeds of such sale pay first the expenses of such sale and publication, and the balance due to the said Borden Mining Company or their assigns, and if there be an overplus the said Borden Mining Company or

their assigns are to pay the same to the said John Gorman or his assigns. In witness whereof the said John Gorman hath subscribed his name.  
Test: Andrew Gonder

his  
John X Gorman {Seal}  
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this first day of April in the year of our Lord 1865 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, appeared John Gorman and acknowledged the foregoing mortgage to be his act and deed.  
Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 5<sup>th</sup> day of April 1865 before me the subscriber a Justice of the Peace in and for Allegany County personally appeared Albert C. Greene who duly made oath that he is agent of the mortgagee in the foregoing mortgage and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness thereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

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

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

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

are to pay the same to the said Lewis Miller or his assigns. In witness whereof the said Lewis Miller hath subscribed his name and affixed his seal.

Test: Andrew Gonder

Lewis Miller {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this first day of April in the year of our Lord 1865 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, appeared Lewis Miller and acknowledged the foregoing mortgage to be his act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 5<sup>th</sup> day of April 1865 before me the subscriber a Justice of the Peace in and for Allegany County personally appeared Albert C. Greene who made oath that he is agent of the mortgagee in the foregoing mortgage and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness thereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 22, page 598, 4/6/1865.

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

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

And whereas the said John Cole is anxious to secure unto the said Borden Mining Company and their assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said Borden Mining Company and their assigns the regular, prompt and due performance of the covenants aforesaid, the said John Cole is willing to execute these presents. Provided however that if said boat is destroyed by fire, public enemies or other unavoidable accident, without neglect or default on the part of said John Cole, he is not to be personally responsible for the balance then due on the said boat.

Now this Indenture Witnesseth that the said John Cole for and in consideration of the premises hath granted, bargained and sold unto the said Borden Mining Company and assigns the Canal Boat called "Chesapeake" to have and to hold the same forever, provided nevertheless that if the said John Cole shall well and truly pay unto the said Borden Mining Company or their assigns, the aforesaid installments of purchase money with interest upon each and every trip as aforesaid until the whole shall be fully paid; and shall well and truly do and perform all the covenants on his part to be done and performed, as set forth in this mortgage, then this instrument of writing shall be void, otherwise to remain in full force and virtue in law, and this Indenture further Witnesseth that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said John Cole to make regular payments on account of said purchase money, as herein provided, or in case of a failure to perform any of the covenants named in this mortgage, then in either event the said Borden Mining Company or their assigns are hereby authorized to take immediate possession of said boat and after ten days notice thereof, in a public newspaper printed in Cumberland City, to sell said boat at public sale as mortgagee to the highest bidder for cash or credit; and out of the proceeds of such sale pay

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

Test: Andrew Gonder

his  
John X Cole {Seal}  
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this first day of April in the year of our Lord 1865 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, appeared John Cole and acknowledged the foregoing mortgage to be his act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 5<sup>th</sup> day of April 1865 before me the subscriber a Justice of the Peace in and for Allegany County personally appeared Albert C. Greene who duly made oath that he is agent of the mortgagee in the foregoing mortgage and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness thereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.