COMPILATION OF JOHN T. DIXON CANAL BOAT MORTGAGES 1872- 1882 ALLEGANY COUNTY, MD

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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.

William Bauman October 2018 wdbauman@visuallink.com

John T. Dixon Canal Boat Mortgages 1872 - 1882, Allegany County, MD

Owner's/Buyer's Name	Book	Page	Date Recorded	Boat's Name	Purchase Cost
Charles Thomas	37	61	10/31/1872	Aphelia & 3 mules	\$900
Joseph Knowal	39	421	6/28/1873	Lillie Lemon	\$1,100
Charles W. Thomas	41	132	12/29/1873	Johnnie & Fannie & 6 mules	\$800
John T. Edeing	41	133	12/29/1873	4 mules	\$250
Abner Merriman	42	391	3/17/1874	J. Jesse Moore 2 horses & 2 mules	\$273.32
Joseph H. Garish	43	18	8/7/1874	William R. Shaw 4 mules	\$2,197.64
Richard D. Kerfoot	43	287	10/1/1874	John R. Ray	\$177.47
Abner Merryman	45	369	6/11/1875	J. Jesse Moore 2 horses & 3 mules	\$369.11
Alcinous Beall	45	371	8/30/1875	Viola H. Weir	\$318.65
Joseph H. Taylor	46	79	10/16/1875	Theodore Embrey 1 mule	\$149.80
Lewis Robosson	46	583	4/18/1876	5 mules	\$454
George Wyatt	47	180	5/8/1876	1 mule & miscell.	\$222.64
Alcinous Beall	47	584	9/16/1876	Johnnie & Tommie 4 mules	\$1,610.03
James Wallace	48	145	1/22/1877	Christopher Segerson 4 mules	\$212
Joseph Magruder	49	348	10/6/1877	2 mules, 1 horse	\$200
John T. Dixon	53	488	3/30/1880	Helen V. Dixon	\$1,100
John T. Dixon	58	125	3/2/1882	Maggie McCleary Helen V. Hunter Lee H. S. Dixon Nita K. Phelps Duncan Sinclair Charles S. Dixon	\$3,000

Allegany County Courthouse, Cumberland, MD, Deed Book 37, p. 61, 10/31/1872.

At the request of John T. Dixon this mortgage was recorded October 31, 1872.

I, Charles Thomas of Allegany County, State of Maryland, being now indebted to John T. Dixon of Allegany County in the State of Maryland in the sum of nine hundred dollars, in consideration thereof I do hereby bargain and sell to the said John T. Dixon the following property, to wit: one sorrel mare mule, one black horse mule, one dark brown horse mule and Canal Boat "Aphelia" and boat rigging. Provided that if I the said Charles Thomas shall pay to the said John T. Dixon the sum of fifty dollars for the two first trips said boat shall make, and the balance at sixty dollars per trip, until all is paid – first day of July 1873, then this mortgage shall be void. Witness my hand and seal this first day of October in the year [1872].

Test: H. D. Flanagan

Charles Thomas {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 1st day of October in the year of our Lord 1872, before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Charles Thomas and acknowledged the aforegoing mortgage to be his act and at the same time also appeared before me John T. Dixon, and made oath in due form of law that the consideration set forth in the said aforegoing mortgage is true and bona fide as therein set forth. In testimony whereof, I have subscribed my name.

H. J. Flanagan, J.P.

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

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

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

Test: H. J. Flannagan

Joseph X Knowel {Seal}

mark

State of Maryland, Allegany County, S.S.: I hereby certify that on this 22nd day of April 1873, personally appeared before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County, Joseph Knowel and did acknowledge the above mortgage to be his act and on the 28th day of June 1873 also personally appeared before me John T. Dixon, one of the mortgages in the aforegoing mortgage and made oath that the consideration of said mortgage is true and bone fide as therein set forth.

H. J. Flannagan, J.P.

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

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

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

Test: H. J. Flannagan C. W. Thomas {Seal}

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

H. J. Flannagan, J.P.

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

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

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

Test: H. J Flanagan

John X T. Edeing {Seal}

mark

State of Maryland, Allegany County, to wit: On this ninth day of December in the year of our Lord, eighteen hundred and seventy-three, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, John T. Edeing and acknowledged the aforegoing mortgage to be his act. And at the same time also appeared before me John T. Dixon, and made oath in due form of law that the consideration set forth in said 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.

H. J. Flanagan, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 42, p. 391, 3/17/1874.

At the request of John T. Dixon & Co. this mortgage was recorded April 17th 1874.

This mortgage made this eleventh day of April in the year eighteen hundred and seventy-four, by me Abner Merryman of Frederick County in the State of Maryland. Witnesseth, that for and in consideration of the sum of two hundred & seventy three 32/100 [dollars] now due from me the said Abner Merryman to John T. Dixon & Co., of Allegany County and State of Maryland, and in order to secure the payment thereof to the said John T. Dixon & Co., I the said Abner Merryman do hereby bargain and sell to the said John T. Dixon & Co. the following property, viz: Canal Boat J. Jesse Moore & four head of stock, namely two bay horses, one light bay mare mule, one mouse colored mare mule and the harness that are now used with said mules and also the Boat rig now on the Canal Boat J. Jesse Moore, including cooking stove and furniture on said Boat. Provided, that if I the said Abner Merryman shall pay to the said John T. Dixon & Co., or their assigns, the said sum of two hundred & seventy-three 32/100 dollars, with the interest thereon from the date hereof in installments of twenty-five dollars each for all the trips made by said Canal Boat called "J. Jesse Moore" 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 & seventy-three 32/100 dollars is paid with the interest thereon, provided said whole sum and interest be paid on or before the first day of December in the year eighteen hundred and seventy-four, then this mortgage shall be void. And I the said Abner Merryman do hereby covenant and agree that if in default of the payment of any of said hereinbefore mentioned installments, the said John T. Dixon & Co., or their assigns, may and is hereby authorized to seize said mules or any of them, and said Harness, Boat Rig and Boat Furniture and sell the same to the highest bidder for cash, whenever the same may be so seized and taken, 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 then be any overplus, to pay the same to me the said Abner Merryman or my assigns. In witness whereof, I have subscribed my name and affixed my seal. his

Test: H. J. Flanagan

Abner X Merryman {Seal}

mark

State of Maryland, Allegany County, to wit: On this eleventh day of April in the year of our Lord, eighteen hundred and seventy-four, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Abner Merryman and acknowledged the aforegoing mortgage to be his act. And at the same time also appeared before me John T. Dixon, one of the firm of John T. Dixon & Co., 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 have subscribed my name on the day and year aforesaid.

H. J. Flanagan, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 43, p. 18, 8/7/1874.

At the request of John T. Dixon this mortgage was recorded August 7th, 1874.

This mortgage made this 1st day of August 1874, by me Joseph H. Garish of City of Cumberland, Md. Witnesseth, that wherein I am now indebted unto John T. Dixon of the City of Cumberland, Maryland, in the sum of two thousand, one hundred and ninety-seven dollars and sixty-four cents and am desirous of securing the payment thereof, with interest from date, in consideration thereof, I the said Joseph H. Garish do grant and hereby convey unto the said John T. Dixon my Canal Boat known as the William R. Shaw, also four brown mules, the team of said boat, also the harness of said mules and rig of said boat, also the Cabin fixtures and furniture of said boat. Provided, that if I the said Joseph H. Garish shall make the payments and perform the covenants herein contained and specified, then this mortgage shall be void. And I the said Joseph H. Garish hereby covenant with the said J. T. Dixon to perform and pay as follows: first to keep said Canal boat in good repair; second to run said Canal boat as a night and day boat on the Chesapeake and Ohio Canal during the boating seasons of said Canal until the above debt and interest is paid; third, to pay unto the said John T. Dixon the sum of sixty dollars for and on every trip made by said boat and to continue said payments until the said sum of two thousand, one hundred and ninety-seven dollars and sixty-four cents, and interest thereon is fully paid, interest to be computed as follows: upon each payment of sixty dollars that sum is to be applied first to the interest accrued and unpaid and the balance of said payment to be applied to reduce the principal and interest to be calculated between each payment on the principal reduced as aforesaid. And the said Garish further covenants to use all due diligence in running said boat and to pay the said sum of sixty dollars as aforesaid for every trip made by said boat from Cumberland to Georgetown, Alexandria or other port or place of delivery of coal on said Canal. But in case I the said Joseph H. Garish shall make default in the payments above specified or upon breach of any covenant herein contained then and, in that case, I hereby authorize the said John T. Dixon or his certain attorney to sell the above mortgaged property at public sale for cash after giving ten day's notice of the time, place, manner and terms of sale by advertisement in some newspaper published in Cumberland and with the proceeds of said sale the said Dixon shall first pay costs thereof including a reasonable commission to the party making sale, he shall then pay the unpaid balance of this mortgage debt with interest thereon to the day of sale. And the balance he shall pay over to me the said Joseph H. Garish. Witness my name and seal.

Test: D. Blocher Joseph H. Garish {Seal}

State of Maryland, Allegany County, S.S.: I hereby certify that on this 6th day of August 1874, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Joseph H. Garish and did acknowledge the aforegoing mortgage to be his act and deed. Also, at the same time personally appeared before me John T. Dixon, the mortgage in the above mortgage, and made oath in due form of law that the consideration of the above mortgage is true and bona fide as therein set forth.

Allegany County Courthouse, Cumberland, MD, Deed Book 43, p. 287, 10/1/1874.

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

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

Test: D. Blocher R. D. Kerfoot {Seal}

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

Allegany County Courthouse, Cumberland, MD, Deed Book 45, p. 369, 6/11/1875.

At the request of John T. Dixon & Co. this mortgage was recorded June 11th 1875.

This mortgage made on this fourth day of June in the year eighteen hundred and seventy-five, by me Abner Merryman of Frederick County in the State of Maryland. Witnesseth, that for and in consideration of the sum of three hundred & sixty-nine 11/100 dollars now due from me the said Abner Merryman to John T. Dixon and John Sheridan, trading as J. T. Dixon & Co., of Allegany County and State of Maryland, and in order to secure the payment thereof to the said J. T. Dixon & Co., I the said Abner Merryman do hereby bargain and sell to the said J. T. Dixon & Co. the following property, viz: Canal Boat J. Jesse Moore & five head of stock, namely two bay horses, two light bay mare mules, one mouse colored mare mule and the harness that are now used with said mules and also the Boat rig now on the Canal Boat J. Jesse Moore, including cooking stove and furniture on said Boat. Provided, that if I the said Abner Merryman shall pay to the said John T. Dixon & Co., or their assigns, the said sum of three hundred & sixty-nine 11/100 dollars, with the interest thereon from the date hereof, in installments of twenty-five dollars each for all the trips made by said Canal Boat called "J. Jesse Moore" 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 three hundred & sixty-nine 11/100 dollars is paid with the interest thereon; provided said whole sum and interest be paid on or before the first day of December in the year eighteen hundred and seventy-five, then this mortgage shall be void. And I the said Abner Merryman do hereby covenant and agree that if in default of the payment of any of said hereinbefore mentioned installments, the said John T. Dixon & Co., or their assigns, may and is hereby authorized to seize said mules or any of them, and said Harness, Boat Rig and Boat Furniture and sell the same to the highest bidder for cash, whenever the same may be so seized and taken, 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 then be any overplus, to pay the same to me the said Abner Merryman or my assigns. In witness whereof, I have subscribed my name and affixed my seal.

Test: D. Blocher

Abner X Merriman {Seal}

mark

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

Allegany County Courthouse, Cumberland, MD, Deed Book 45, p. 371, 8/30/1875.

At the request of John T. Dixon this mortgage was recorded Aug. 30th 1875.

This mortgage made on this 25th day of August 1875, by me Alcinous Beall of the City of Cumberland, Maryland. Witnesseth, that whereas I am now indebted unto John T. Dixon of the City of Cumberland, in the sum of three hundred & eighteen dollars & sixty-five cents, in consideration of the same and for the purpose of securing the payment thereof as hereinafter specified, I the said Alcinous Beall do grant and hereby convey into the said John T. Dixon the Canal Boat Viola H. Weir now in my possession being the same boat which was built by Frederick Mertens for James Reid – also the boat rig and harness thereunto belonging – also the team of said boat consisting of four mules - one dun horse mule, one sorrel horse mule and two bay mules, one being a mare mule and the other a horse mule. Provided, that if I the said Alcinous Beall shall pay unto the said John T. Dixon the said sum of three hundred & eighteen 65/100 dollars, with interest thereon from the date on or before the first day of December, 1875, then this mortgage shall be void, but in case of default in the said payment as above specified then it shall be lawful and I the said Alcinous Beall do hereby authorize the said John T. Dixon to sell the above mortgaged premises for cash at public sale after giving twenty days public notice of the time, place, manner and terms of sale by advertisement in some newspaper published in Cumberland, and with the proceeds of said sale, first to pay the costs thereof, then to pay this mortgage debt with interest to the day of sale and the balance to pay over to me the said Alcinous Beall. Witness my hand and seal.

Test: D. Blocher

Alcinous X Beall {Seal}
mark

State of Maryland, Allegany County, S.S.: I hereby certify that on this 25th day of August, 1875 personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, Alcinous Beall and did acknowledge the above mortgage to be his act & deed, also at the same time personally appeared before me John T. Dixon, the mortgage in the above mortgage, and made oath in due form of law that the consideration of the above mortgage is true and bona fide as therein set forth.

Allegany County Courthouse, Cumberland, MD, Deed Book 46, p. 79, 10/16/1875.

At the request of John T. Dixon this mortgage was recorded Oct.16th 1875.

This mortgage made on this 15th day of October 1875 by me Joseph H. Taylor of Washington County, Maryland. Witnesseth that whereas I am now indebted unto John T. Dixon of the City of Cumberland, Maryland in the sum of one hundred forty-nine dollars & eighty cents and am desirous of securing the payment thereof with interest from date, in consideration thereof I the said Joseph H. Taylor do grant and hereby convey unto the said John T. Dixon my Canal Boat known as the "Theodore Embrey" together with furniture thereon & rig thereof. Also, one bay mare mule about seven years old. Provided that if I shall pay unto the said Dixon the said sum of one hundred & forty-nine dollars & eighty cents together with interest thereon from date, on or before December the 15th 1875 then this Mortgage shall be void. But in case of default in said payment as above specified, then it shall be lawful and I hereby authorize the said Dixon or his certain attorney to sell said mortgaged property for cash after giving twenty days notice of the time, place, manner & terms of sale by advertisement in some newspaper published in Cumberland and with the proceeds to pay the cost thereof, then this mortgage debt with interest to the day of sale & the remainder to pay over tome the said Taylor. Witness my hand and seal.

Test. D. Blocher

Jos. W. Taylor {Seal}

State of Maryland, Allegany County, S. S.: I hereby certify that on this 15th day of October 1875 personally appeared before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, Joseph H. Taylor and did acknowledge the above mortgage to be his act and deed. At the same time also personally appeared before me Geo. W. Jones, Agent of John T. Dixon the mortgagee in the above mortgage & made oath that the consideration of the above mortgage is true and bona fide as therein set forth. And that he is Agent of said mortgagee and by him authorized to make this affidavit.

Allegany County Courthouse, Cumberland, MD, Deed Book 46, p. 583, 4/18/1876.

At the request of John T. Dixon this Bill of Sale was recorded April 18th 1876.

I Lewis Robisson of Washington County, Maryland, in consideration of four hundred and fifty-four dollars (\$454) paid me by John T. Dixon of Allegany County, Maryland, do hereby bargain and sell to the said John T. Dixon the following property, viz: one gray mare mule "Kate," one sorrel mare mule "Beck," one brown mare mule "Sally," one black mare mule "Coley," one black horse mule "Bill" and five sets harness used on the above named mules. Witness my hand and seal this 17th day of April in the year eighteen hundred and seventy-six (1876).

Witness my hand and seal.

his

Test. D. Blocher

Lewis X Robosson {Seal} mark

State of Maryland, Allegany County, S. S.: I hereby certify that on this 17th day of April in the year A.D. 1876 before the subscriber a Justice of the Peace of the said State in and for the County aforesaid, personally appeared Louis Robbisson and did acknowledge the foregoing Bill of Sale to be his act, and at the same time before me also appeared John T. Dixon and made oath in due form of law that the consideration in the said Bill of Sale is true and bona fide as therein set forth.

Allegany County Courthouse, Cumberland, MD, Deed Book 47, p. 180, 5/8/1876.

At the request of John T. Dixon this Bill of Sale was recorded May 8th 1876.

I George Wyatt of Allegany County, Maryland, in consideration of two hundred & twenty-two 64/100 dollars (\$222.64) paid me by John T. Dixon of Allegany County, Maryland, do hereby bargain and sell to the said John T. Dixon the following property: one black mare mule, one roan horse, two fall boards, four sets harness, cabin fixtures and every thing belonging on the boat "John W. Rhind." Witness my hand and seal this 6th day of May in the year eighteen hundred and seventy-six (1876). Witness my hand and seal.

Test. D. Blocher

George Wyatt {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 6th day of May in the year A.D. 1876 before the subscriber a Justice of the Peace of the said State in and for the County aforesaid, personally appeared George Wyatt and did acknowledge the foregoing Bill of Sale to be his act. And at the same time before me also appeared John T. Dixon and made oath in due form of law that the consideration in the said Bill of Sale is true and bona fide as therein set forth.

Allegany County Courthouse, Cumberland, MD, Deed Book 47, p. 584, 9/16/1876.

At the request of John T. Dixon this Bill of Sale was recorded Sept. 16th 1876.

I Alcinous Beall of Allegany County, Maryland, in consideration of one thousand, six hundred and ten dollars & three cents (\$1,610.03) paid me by John T. Dixon of Allegany County, Maryland, do hereby bargain & sell to the said John T. Dixon the following property, viz: one Canal Boat named "Johnnie & Tommie," one dun horse mule "Dick," one brown horse mule "Jack," one sorrel mare mule "Jin," one sorrel horse mule "Dan," also five sets harness, boat rig & cabin fixtures. Witness my hand & seal this fifteenth day of September in the year eighteen hundred & seventy-six.

Test. D. Blocher

Alcenious X Beall {Seal}
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this fifteenth day of September in the year A.D. 1876 before me the subscriber a Justice of the Peace of the said State in and for the County aforesaid, personally appeared Alcinies Bell and did acknowledge the foregoing Bill of Sale to be his act. And at the same time before me also appeared John T. Dixon and made oath in due form of law that the consideration in the said Bill of Sale is true and bona fide as therein set forth.

D. Blocher, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 48, p. 145, 1/22/1877.

At the request of John T. Dixon this Deed of Personality was recorded Jan. 22nd 1877 at 4:25 P.M.

This Deed made this 22^{nd} day of January, 1877, by me, James Wallace of Alexandria, Virginia. Witnesseth, that for and in consideration of the sum of two hundred and twelve dollars I the said James Wallace do grant and hereby convey unto John T. Dixon of the City of Cumberland, Maryland, one Canal Boat known as the "Christopher Segerson," (four mules) one black horse mules, one black mare mule, one sorrel mare mule and one bay mare mule, also the boat rig & cabin fixtures belonging to said boat. Witness my hand and seal.

Test. D. Blocher James Wallace {Seal}

State of Maryland, Allegany County, S. S.: I hereby certify that on this 22^{nd} day of January 1877 personally appeared before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County James Wallace and did acknowledge the above deed to be his act and deed. Also, at the same time personally appeared before me John T. Dixon, the grantee in said deed, and made oath in due form of law that the consideration in the said Deed is true and bona fide as therein set forth.

D. Blocher, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 49, p. 348, 10/6/1877.

At the request of John T. Dixon this Bill of Sale was recorded Oct. 6th 1877 at 11:00 A.M.

I Joseph Magruder of Allegany County, Maryland, in consideration of two hundred dollars (\$200) paid me by John T. Dixon of Allegany County, Maryland, do hereby bargain and sell to the said John T. Dixon the following property, viz: one granny mare mule and bay mare mule and one bay horse. Witness my hand and seal this 27th day of September in the year eighteen hundred & seventy-seven (1877).

Test. D. Blocher

Joseph X Magruder {Seal} mark

State of Maryland, Allegany County, to wit: I hereby certify that on this 27th day of September in the year 1877 before the subscriber a Justice of the Peace of the said State in and for the County aforesaid personally appeared Joseph Magruder and did acknowledge the foregoing Bill of Sale to be his act, and at the same time before me also appeared John T. Dixon and made oath in due form of law that the consideration stated in the said Bill of Sale is true and bona fide as therein set forth.

Allegany County Courthouse, Cumberland, MD, Deed Book 53, p. 488, 3/30/1880.

At the request of Michael Rossworm & Felix Berreis this Mortgage was recorded March 30th 1880 @ 9:30 A.M.

I John T. Dixon of Allegany County, Maryland, being now indebted to Michael Rossworm and Felix Berreis of said Allegany County, Maryland, in the sum of eleven hundred dollars, in consideration thereof do hereby bargain and sell to the said Michael Rossworm & Felix Berreis the canal boat called "Helen V. Dixon." Provided that if I the said John T. Dixon shall pay to the said Michael Rossworm & Felix Berreis the said sum of eleven hundred dollars with interest thereon from the date hereof, on or before the 30th day of May in the year eighteen hundred and eighty, then these presents shall be void. And I the said John T. Dixon covenant that I will pay the money aforesaid and the interest thereon from the date hereof, on or before the 30th day of May in the year eighteen hundred and eighty and I further covenant that in default of payment the said Michael Rossworm & Felix Berreis may enter. [no additional text.]

Witness my hand and seal this 29th day of March, 1880.

Test. D. Blocher

John T. Dixon {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 29th day of March in the year eighteen hundred and eighty before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany personally appeared John T. Dixon and acknowledged the aforegoing instrument of writing to be his act, and at the same time before me also personally appeared Michael Rossworm & Felix Berreis and severally made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

D. Blocher, J.P.

We hereby release the aforegoing mortgage. Witness our hands and seals this 1st day of June, 1880.

Felix Berreis {Seal} Michael Rossworm {Seal} by F. B.

Test: Percival Rowland.

Allegany County Courthouse, Cumberland, MD, Deed Book 58, p. 125, 3/2/1882.

At the request of Andrew Spier this Mortgage was recorded March 2nd 1882 @ 11:35 A.M.

This Mortgage made this 15th day of February 1882 by me John T. Dixon of the City of Cumberland, Maryland. Witnesseth, that whereas Andrew Spier of said City has at my request and for my accommodation endorsed a negotiable note drawn by John T. Dixon & Co. dated Feb. 15, 1882 payable to the order of said Andrew Spier at the Second National Bank of Cumberland six months after date for the sum of three thousand dollars, in consideration of said endorsement and for the purpose of indemnifying the said Andrew Spier against loss by reason of endorsing said note or any renewal thereof and for one dollar, I the said John T. Dixon do bargain and sell and hereby convey unto the said Andrew S. Spier the following Canal Boats their rig and tackle: one canal boat known as "Maggie McCleary," one canal boat known as the "Helen V.," one canal boat known as "Hunter Lee," one canal boat known as "H. S. Dixon," one canal boat known as "Nits K. Phelps," one as "Duncan Sinclair," "Chas. T. Dixon." Provided that if I the said John T. Dixon shall pay said note for three thousand dollars at its maturity or any renewal or renewals thereof or part thereof at their respective maturity, then this mortgage shall be void, but in case I shall fail to pay said note at maturity or any renewal in whole or in part at the respective maturity thereof then it shall be lawful and I hereby authorize the said Andrew Spier to sell said canal boats, rig and tackle at public sale for cash after giving ten days notice of the time, place, manner and terms of sale by advertisement in some newspaper published in Cumberland and with the proceeds thereof he shall pay costs of said sale and then shall pay said note or renewal thereof or any part thereof unpaid, together with the interest to the day of sale and the balance he shall pay over to me.

Witness my hand and seal.

Test: John R. Brooke

John T. Dixon {Seal}

State of Maryland, Allegany County, S.S.: I hereby certify that on this 21st day of February 1882 personally appeared before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County John T. Dixon and did acknowledge the above mortgage to be his act and deed, and at the same time also personally appeared before me Andrew Spier, the mortgage in the above mortgage, and made oath in due form of law that the consideration of the above mortgage is true and bona fide as therein set forth.

John R. Brooke, J.P.

I hereby release the aforegoing Mortgage. Witness my hand and seal this 3rd day of January 1884.

A. Spier {Seal}