

COMPILATION OF
MISCELLANEOUS WASHINGTON COUNTY
CANAL BOAT MORTGAGES
1853- 1873
WASHINGTON COUNTY, MD

Compiled by
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A. PREFACE

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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October 2012
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Washington County Courthouse, Hagerstown, MD, Deed Book IN 7, page 659, 5/10/1853.

At the request of Jeremiah Chaplin, the following Bill of Sale was recorded May 10th 1853.

Know all men by these presents, that I, William R. Chaplin of Washington County in the State of Maryland, for and in the consideration of the sum of six hundred dollars, current money, to me in hand paid by Jeremiah Chaplin of the said county in the said State, at and before the sealing and delivery of these presents, the receipt whereof I, the said William Chaplin do hereby acknowledge, having granted, bargained and sold, and by these presents do grant, bargain and sell unto the said Jeremiah Chaplin, his executors, administrators and assigns, all the goods, household stuff, implements and furniture, hereinafter mentioned, that is to say one gray horse, one bay horse, one roan mare, one bay mare and all the harness belonging to the horses and one Canal Boat [un-named but probably the "Angemitten" which was registered on 8/27/1852], and one cooking stove, one coal stove, all and singular which said goods and chattels are now remaining, standing and being in a certain messuage or tenement, situate in Washington County, State aforesaid, and now in the occupation of William Chaplin. To have and to hold, all and singular the said goods, household stuff and furniture, and other the premises, above bargained and sold, or mentioned and intended so to be, to the said Jeremiah Chaplin, his heirs, executors, administrators and assigns forever; and I, the said William Chaplin for myself, my heirs, executors and administrators, all and singular the said goods, household stuff and furniture, and other the premises, unto the said Jeremiah Chaplin, his heirs, executors and assigns, against me the said William Chaplin, my executors and administrators, and against all and every other person or persons whatsoever, shall and will warrant and forever defend by these presents. In Witness whereof, I, the said William Chaplin have hereunto set my hand and seal the 4th day of May A.D. 1853.

Signed, sealed and delivered
in presence of Daniel Grim

William R. Chaplin {Seal}

State of Maryland, Washington County, Sct: Be it remembered and it is hereby certified that on this fourth day of May in the year of our Lord, eighteen hundred and fifty three before me the subscriber a Justice of the Peace of the State of Maryland in and for Washington County aforesaid, personally appeared William Chaplin, he being 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 doth acknowledge the said indenture or instrument of writing to be his act and deed. And at the same time personally appeared before the subscriber, Justice of the Peace, the above named grantee and made oath on the Holy Evangely of Almighty God, that the consideration mentioned in the above Bill of Sale, is true and bona fide as therein set forth.

Acknowledged and sworn before

Daniel Grim, J.P.

Washington County Courthouse, Hagerstown, MD, Deed Book IN 12, page 111, 9/16/1856.

At the request of The Cumberland Coal & Iron Co. the following Bill of Sale was recorded September 16th 1856.

I, Benjamin Mitchell of Hancock, Washington County, Maryland, in consideration of nine hundred dollars paid me by The Cumberland Coal and Iron Company, incorporated by an Act of the General Assembly of the State of Maryland, do hereby bargain and sell to the said Cumberland Coal and Iron Company, and its assigns, the Canal Boat "John T. Rowland of Georgetown, D.C.," with her evidence of ownership, registration, &c. And the said Benjamin Mitchell hereby covenants and agrees to and with said Cumberland Coal and Iron Company that he will warrant and defend the said Canal Boat unto the said Company and its assigns against the claim or claims of any person or persons whomsoever. Witness my hand and seal this eleventh day of September in the year eighteen hundred and fifty six.

Teste: Daniel Brosius, John Troxell

Benjamin Mitchell {Seal}

State of Maryland, Washington County, to wit: I hereby certify that on the eleventh day of September in the year eighteen hundred and fifty six personally appeared before the subscriber a Justice of the Peace for Washington County aforesaid, Benjamin Mitchell and acknowledged the foregoing Bill of Sale to be his act.

John Troxell, J.P.

Washington County, MD, Deed Book IN 12, page 121, 9/29/1856

At the request of Joseph Woolf the following Trustees deed was recorded September 29th, 1856.

This deed made this 29th day of September in the year eighteen hundred and fifty six by Owen Ardinger, Witnesseth that whereas the said Owen Ardinger by various miscarriages and misfortunes hath become indebted to divers persons in diverse large sums of money as security and in other respects and being desirous to have the same paid in the manner hereinafter set forth in consideration of the premises and also in consideration of the sum of five dollars to the said Ardinger in hand paid at and before the sealing and delivery of these presents by Joseph Woolf, the said Owen Ardinger doth grant unto the said Joseph Woolf as Trustee the following described property, to wit: two canal boats now lying at Williamsport, Washington County, Maryland in the Chesapeake and Ohio Canal, one called "Isaac Motter" the other called "J. H. Davies," also three mules and one bay mare, three shoats, one sow and five pigs, also gear for mules and fixtures for the said boats, also household and kitchen furniture now remaining and being in a certain messuage or tenement occupied by the said Ardinger situated in Conococheague Street in the town of Williamsport, in Washington County, also all the right, title and interest at law and equity of the said Ardinger in and to the house and premises now owned by him, in Trust for the following purposes, first to defray the expenses of this deed and secondly to sell the same on a credit of six months for all sums above five dollars and to apply the proceeds as follows: 1st to pay off all of the debts owed by me in my own individual name, and after the payment thereof to apply the residue to the payment of such notes, bonds or other liabilities as I the said Owen Ardinger stand security for other persons, and after the payment of all such debts and after reserving to him the said Woolf a commission of six percent to pay over to the said Owen Ardinger any balance that may be remaining in the hands of him the said Joseph Woolf. Witness my hand and seal the day and year first above written.

Signed, sealed & delivered

in presence of J. Cook, Peter Ardinger

Owen Ardinger, {Seal}

State of Maryland, Washington County, to wit: I hereby certify that on this 29th day of September in the year 1856, before the subscriber a Justice of the Peace duly commissioned and sworn in and for Washington County, State of Maryland personally appeared Owen Ardinger and acknowledged the foregoing to be his act.

J. Cook, J.P.

Washington County Courthouse, Hagerstown, MD, Deed Book IN 13, page 648, 12/27/1858.

At the request of Edgar H. Chaplin the following Bill of Sale was recorded December 27th 1858.

I, William R. Chaplin of Jefferson County, and State of Virginia, in consideration of seven hundred and seventy five dollars, paid to me by Edgar H. Chaplin of Washington County and State of Maryland, do hereby bargain and sell to the said Edgar H. Chaplin the following property, to wit: my interest in the two tow Canal Boats "C. B. Thurston" and "V. Marmaduke," 4 mules, 1 bay mare, 1 brown horse, 6 sets harness and boat rigging, also 1 sleigh, 2 sets harness and sleigh bells, 1 wagon and ladder, 5 bedsteads and bedding, 1-1/2 doz. chairs, 2 bureaus, 1 safe, 3 tables, 2 stands, 3 looking glasses, 3 stoves and pipe, 80 yards carpeting, 10 window curtains & blinds, 2 sets Queensware dishes and plates, 1 dozen spoons, 3 buckets, 2 dozen knives & forks, 2 iron kettles, 2 iron pots, also a lot of household and kitchen furniture and 5 hogs. Witness my hand & seal the 27th day of December 1858.

Witness: Theo. Curtis

William R. Chaplin {Seal}

State of Maryland, Washington County, to wit: I hereby certify that on this 27th day of December in the year eighteen hundred & fifty eight, before me the subscriber, a Justice of the Peace of the State of Maryland in and for Washington County, personally appeared William R. Chaplin and acknowledged the above Bill of Sale to be his act. And at the same time personally appeared Edgar H. Chaplin, and made oath on the Holy Evangely of Almighty God that the consideration mentioned in the above Bill of Sale, is true and bona fide as therein set forth.

Theo. Curtis, J.P.

Washington County Courthouse, Hagerstown, MD, Deed Book IN 13, page 104, 4/12/1858.

At the request of Joseph L. Russell the following Bill of Sale was recorded April 12th 1858.

Know all men by these presents, that I, Israel Russell of Jefferson County and State of Virginia, for and in consideration of thirteen hundred and sixty five dollars and forty six cents (\$1,365.46), paid me by Joseph L. Russell of the same County and State aforesaid, do hereby bargain and sell to the said Joseph L. Russell the following property, that is to say: one Canal Boat named the "James H. Essex," with furniture and apparatus - one Canal Boat named "J. F. Wheatly," with furniture and apparatus, one hundred and seventeen fish tubs or hogsheads, thirty three fish barrels, a lot of ropes, block & tackle, and three sets of Boat gears - all said property being in Washington County, in the State of Maryland, and said Boat with furniture and apparatus being in the Chesapeake & Ohio Canal, in said Washington County, and State of Maryland.

Witness my hand and seal this 10th day of April, in the year of our Lord, eighteen hundred & fifty eight.

Teste: John Savin, John T. O'Byran

Israel Russell {Seal}

State of Maryland, Washington County, to wit: I hereby certify that on the 10th day of April in the year of our Lord, eighteen hundred and fifty eight, before me the subscriber, a Justice of the Peace, for Washington County aforesaid, personally appeared, Israel Russell and acknowledged the foregoing Bill of Sale to be his act. And at the same time before me also appeared Joseph L. Russell and made oath in due form of law that the consideration set forth in said Bill of Sale is true and bona fide as therein set forth.

Acknowledged and sworn before me,

John Savin, J.P.

Washington County Courthouse, Hagerstown, MD, Deed Book WMcKK 2, page 708,
8/13/1870.

At the request of Margaret A. Chaplin the following Deed of Trust was recorded Aug. 13th 1870.

This Deed, made this 8th day of August in the year 1870, between William R. Chapline of the first part and Margaret A. Chaplin of the other part, both of the County of Jefferson in the State of West Virginia. Witnesseth that the said party of the first part doth grant unto the said Margaret A. Chaplin all his right, title and interest in four Mules and four sets of harness belonging to said William R. Chapline in said County, the interest hereby intended to be conveyed on trust to secure the payment of two notes given in June and July 1870, given by the party of the first part to Benjamin Graves and Washburn payable in ninety days subject to a credit June 1870 for twenty five dollars, any sale of property made by virtue of this trust may be for cash after giving reasonable notice of such sale by advertising in some newspaper published in Jefferson County, and proceeds of such sale shall be applied first to the discharge of the expenses attending the execution of this trust, then in satisfaction of the debt herein secured and the remainder if any shall be paid to the said William R. Chapline or his assigns. Witness the following signature and seals.

Wm. R. Chapline {Seal}

West Virginia, County of Jefferson, Sct: I, A. A. Cook a Justice for the Township of Shepherd in the County of Jefferson & State of West Virginia do certify that William R. Chapline whose name is signed to the writing hereto annexed bearing date on the 8th day of August 1870, has acknowledged the same before me in my Township aforesaid.

Given under my hand this 8th day of August, 1870.

A. A. Cook, J.P.

Washington County, MD, Deed Book WMcKK 5, page 485, 3/18/1873.

At the insistence of Samuel Boyer the following mortgage is recorded March 18th 1873

We, Charles H. Swain & Frisby Renner of Washington County and State of Maryland being now indebted to Sam'l Boyer of the same County and State in the sum of Four Hundred Dollars with interest thereon from the 14th day of March 1873 in consideration thereof do bargain and sell to the said Boyer the following property: One brown mare mule (Duckett); 1 brown mare mule (Sis); 1 brown male mule (Patrick); one bay mare mule (Beck); four sets of harness rigging on boat "S. S. Cunningham." Provided that if we the said Renner & Swain shall pay to the said Boyer the sum of four hundred dollars and interest thereon on or before the 14th day of March 1873[4] then these presents shall be void. Witness our hands and seals this 14th day of March 1873.

Charles H. Swain {Seal}
Frisby Renner {Seal}

State of Maryland, Washington County, to wit,

I hereby certify that on this 14th day of March 1873 before me the subscriber a Justice of the Peace of the State of Maryland in and for said County personally appeared Charles H. Swain and Frisby Renner and acknowledged the foregoing to be their act. And at the same time before me also appeared Samuel Boyer and made oath in form of law that the consideration in said mortgage is true and bona fide as therein set forth.

J. H. Grove, J. P.