

COMPILATION OF
FELIX BAREIS & MICHAEL ROSSWORM
CANAL BOAT MORTGAGES
1878- 1881
ALLEGANY COUNTY, MD

Compiled by
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C & O Canal Association Volunteer

OCTOBER 2010

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A. PREFACE

After some research in the Allegany County Courthouse records, the General Index to Miscellaneous Instruments (Vol. A to J and Vol. K to Z) was found and it was in that first volume that the following records were found. All of the records found were for canal boat mortgages.

The 1880 census reported that Felix Bareis, was 45 years old, married, living on Green Street, Cumberland and his occupation was: Boat-builder.¹ Living with him was Mary, his 39 year old wife, and their four children. From the same census we find that Michael Rossworm, was 46 years old, living on Bell Street, Cumberland, and his occupation was: Working in Boatyard.² Living with him was his wife, Mary 46 years old, with no children listed. Note that their first mortgage was recorded 10/9/1878 and the last was recorded on 11/1/1881. Their boat building business did not last very long.

The similarity of the mortgage text over the years suggests they were copied from one mortgage to the next. Upon close inspection of the boat mortgages, you will notice that in all cases the borrower was required to run the boat day and night until the purchase money, with interest, was paid. As a volunteer at Lockhouse 75 I have been under the impression that the canal boats ran primarily in daylight hours, based on transcribing many oral histories. On reflection, those oral histories pertain to the receivership period of the canal operations, when the Canal Company owned most of the boats. Before the flood of June 1889, many of the canal boats were individually owned and operated. But the overwhelming evidence is that, prior to the receivership period, there were boats running 24/7, as we say today. We have a *Register of Boats Passing Lock 75 for 1875* available at the lockhouse for the volunteers. Even a cursory scan will reveal that boats were passing through Lock 75, ascending or descending, at all hours. Now we know why.

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
Transcribed October 2010
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¹ 1880 census, Maryland, Allegany County, Cumberland, enumerated on 6/4/1880, p. 11.

² 1880 census, Maryland, Allegany County, Cumberland, enumerated on 6/1/1880, p. 1.

Felix Bareis & Michael Rossworm Canal Boat Mortgages 1878 - 1881, Allegany County, MD

Owner's Name	Book	Page	Date Recorded	Boat's Name	Purchase Cost	Installment payment
David Yingling	52	360	10/9/1878	C. D. Warfield	\$975	\$25
John Gorman	52	651	4/5/1879	Seyorax	\$1,300	\$25
David Yingling	53	52	5/10/1879	Charles F. Mayer	\$1,050	\$25
Elizabeth Reed	53	450	3/4/1880	Charles F. Mayer	\$1,450	\$25
John T. Dixon	53	488	3/30/1880	Helen V. Dixon	\$1,100	\$1,000
Barney McQuade	57	111	11/1/1881	A. B. Wolfe	\$1,400	\$25

Allegany County Courthouse, Cumberland, MD, Deed Book 52, p 360, 10/9/1878.

At the request of Felix Bareis & M. Rossworm this mortgage was recorded October 9, 1878 @ 2:45 p.m..

This Indenture made this ninth day of October eighteen hundred and seventy eight between David Yingling of Allegany County, State of Maryland party of the one part, and Felix Bareis and Michael Rossworm of Allegany County, State of Maryland parties of the second part: Whereas the said party of the second part has this day sold to the said party of the first part the Canal Boat called C. D. Warfield at and for the sum of nine hundred and seventy five dollars, which the said party of the first part is to pay to the said party of the second part in installments, and in the manner and upon the terms hereinafter mentioned, to wit: Twenty five dollars for each and every trip said Boat shall make from Cumberland to Georgetown, Washington, Alexandria or any other port East of Cumberland until the entire sum of purchase money with interest is fully paid, crediting the respective payments thereon as of the time when such payments shall have been made. And Whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part, that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City in regular trips both day and night, with as much expedition and regularity as can be reasonably done; and to receive the loads of the said boat promptly at each trip with coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire and Baltimore Coal Company, and keep said boat in proper repair; and the said party of the first part will not during the continuance of this instrument of writing; assign, transfer, set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any other person or persons whomsoever, without the consent in writing of the said party of the second part or his authorized agent, all of which said stipulations the said party of the first part hereby covenants and agrees with the said party of the second part and his assigns to fulfill and perform. Provided always that if the said company should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for the trip, if such want of readiness to load the boat is caused by any default on the part of the said company, or its agents; but in case of a glut of boats or in case such default either in loading or unloading happens from any other cause than a personal default of the said company, or its agents, then all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention. And Whereas the said party of the first part is anxious to secure unto the said party of the second part and his assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said party of the second part and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents.

Now, this Indenture Witnesseth that the said party of the first part for and in consideration of the premises, hath granted, bargained and sold, and by these presents, doth grant, bargain and sell unto the said party of the second part and his assigns the Canal Boat called C. D. Warfield, to have and to hold the same unto the said party of the second part and his assigns forever.

Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said party of the first part shall well & truly pay unto the said party of the second part, or his assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid, until the whole purchase money, with interest as aforesaid, shall be fully paid; and if the said party of the first part shall well and truly do and perform all the covenants on his part to be done and performed, as set forth within this mortgage, then this instrument of writing, and every matter and thing herein contained shall and be utterly null and void, otherwise to remain in full force and virtue in law. And this instrument further Witnesseth: that it is mutually agreed between the parties aforesaid that in case of any default upon the part of the said party of the first part to make regular payments on account of said purchase money, as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of refusal or neglect upon the part of the said party of the first part to freight for the company or person designated by the said party of the second part or his authorized agent, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a transfer without permission as aforesaid, or in case of a failure to perform any of the stipulations or recitals in this mortgage named to be done and performed on the part of the party of the first part, then and in either event the said party of the second part, or his assigns, or any duly authorized agent, is hereby authorized to take immediate possession of said boat, and after ten days public notice thereof in a newspaper printed in the City of Cumberland, to sell said canal boat at public sale, as mortgagee, to the highest bidder, for cash or on credit; and out of the proceeds of such sale pay first the expenses of such sale and advertisement, and then the balance due to said party of the second part or his assigns, of said purchase money and interest, and if there be an overplus the said party or his assigns are to pay the same to the said party of the first part.

In Witnesseth whereof the said David Yingling hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste:
Andrew Gonder

David Yingling {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 9th day of October 1878, before the subscriber personally appeared David Yingling and acknowledged the foregoing instrument to be his act & deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is certified that on this 9th day of October 1878, before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Felix Bareis and Michael Rossworm mortgagees 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.

We hereby release the foregoing Mortgage. Witness our hands and seals this 14th day of November 1896.

Teste: Geo. Lemen, Clerk

Bareis & Rossworm

Allegany County Courthouse, Cumberland, MD, Deed Book 52, p 651, 4/5/1879.

At the request of Felix Bareis & Michael Rossworm this mortgage was recorded April 5, 1879 @ 1:30 p.m..

This Indenture made this twenty eighth (28) day of March eighteen hundred and seventy nine between John Gorman of Allegany County, State of Maryland party of the one part, and Felix Bareis and Michael Rossworm of Allegany County, State of Maryland parties of the second part: Whereas the said party of the second part has this day sold to the said party of the first part the Canal Boat called Seyorax at and for the sum of Thirteen hundred (\$1,300) dollars, which the said party of the first part is to pay to the said party of the second part in installments, and in the manner and upon the terms hereinafter mentioned, to wit: Twenty five dollars for each and every trip said Boat shall make from Cumberland to Georgetown, Washington, Alexandria or any other port East of Cumberland until the entire sum of purchase money with interest is fully paid, crediting the respective payments thereon as of the time when such payments shall have been made. And Whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part, that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City in regular trips both day and night, with as much expedition and regularity as can be reasonably done; and to receive the loads of the said boat promptly at each trip with coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Consolidation Coal Company, the Borden Mining Company, and the Hampshire and Baltimore Coal Company, and keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing; assign, transfer or set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any other person or persons whomsoever, without the consent in writing of the said party of the second part or his authorized agent, all of which said stipulations the said party of the first part hereby covenants and agrees with the said party of the second part and his assigns to fulfill and perform. Provided always that if the said company should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for the trip, if such want of readiness to load the boat is caused by any default on the part of the said company, or its agents; but in case of a glut of boats or in case such default either in loading or unloading happens from any other cause than a personal default of the said company, or its agents, then all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention. And Whereas the said party of the first part is anxious to secure unto the said party of the second part and his assigns, the regular and due payments of each and every installments of said purchase money, and also to secure to the said party of the second part and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents.

Now, this Indenture Witnesseth that the said party of the first part for and in consideration of the premises, hath granted, bargained and sold, and by these presents, doth grant, bargain and sell unto the said party of the second part and his assigns the Canal Boat called Seyorax, to have and to hold the same unto the said party of the second part and his assigns forever.

Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said party of the first part shall well & truly pay unto the said party of the second part, or his assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid, until the whole purchase money, with interest as aforesaid, shall be fully paid; and if the said party of the first part shall well and truly do and perform all the covenants on his part to be done and performed, as set forth within this mortgage, then this instrument of writing, and every matter and thing herein contained shall cease and be utterly null and void, otherwise to remain in full force and virtue in law.

And this instrument further Witnesseth: that it is mutually agreed between the parties aforesaid that in case of any default upon the part of the said party of the first part to make regular payments on account of said purchase money, as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of refusal or neglect upon the part of the said party of the first part to freight for the company or person designated by the said party of the second part or his authorized agent, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a transfer without permission as aforesaid, or in case of a failure to perform any of the stipulations or recitals in this mortgage named to be done and performed on the part of the party of the first part, then and in either event the said party of the second part, or his assigns, or any duly authorized agent, is hereby authorized to take immediate possession of said boat, and after ten days public notice thereof in a newspaper printed in the City of Cumberland, to sell said canal boat at public sale, as mortgagee, to the highest bidder, for cash or on credit; and out of the proceeds of such sale pay first the expenses of such sale and advertisement, and then the balance due to said party of the second part or his assigns, of said purchase money and interest, and if there be an overplus the said party or his assigns are to pay the same to the said party of the first part.

In Witnesseth whereof the said John Gorman hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder
his
John X Gorman {Seal}
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this 31st day of March 1879, before the subscriber personally appeared John Gorman and acknowledged the foregoing instrument to be his act & deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 31st day of March 1879, before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Felix Bareis and Michael Rossworm mortgagees 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.

We hereby release the foregoing Mortgage. Witness our hands and seals this 24th day of October 1896.

Teste: Theo. Luman, Clerk

Bareis & Rosworm {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 53, p 52, 5/10/1879.

At the request of Felix Bareis & Michael Rossworm this mortgage was recorded May 10, 1879 @ 2:30 p.m..

This Indenture made this first day of April eighteen hundred and seventy nine between David Yingling of Allegany County, State of Maryland party of the one part, and Felix Bareis and Michael Rossworm of Allegany County, State of Maryland parties of the second part: Whereas the said party of the second part has this day sold to the said party of the first part the Canal Boat called Charles F. Mayer at and for the sum of Ten hundred and fifty dollars, which the said party of the first part is to pay to the said party of the second part in installments, and in the manner and upon the terms hereinafter mentioned, to wit: Twenty five dollars for each and every trip said boat shall make from Cumberland to Georgetown, Washington, Alexandria or any other port east of Cumberland until the entire sum of purchase money with interest is fully paid, crediting the respective payments thereon as of the time when such payments shall have been made. And Whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part, that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City in regular trips both day and night, with as much expedition and regularity as can be reasonably done; and to receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company, and the Hampshire and Baltimore Coal Company, and keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign, transfer or set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever, without the consent in writing of the said party of the second part or his authorized agent, all of which said stipulations the said party of the first part hereby covenants and agrees with the said party of the second part and his assigns to fulfill and perform. Provided always that if the said company should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading, ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for the trip, if such want of readiness to load the boat is caused by any default on the part of the said company, or its agents; but in case of a glut of boats or in case such default either in loading or unloading happens from any other cause than a personal default of the said company, or its agents, then all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention. And Whereas the said party of the first part is anxious to secure unto the said party of the second part and his assigns, the regular and due payments of each and every installments of said purchase money, and also to secure to the said party of the second part and his assigns, the regular, prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents.

Now, this Indenture Witnesseth that the said party of the first part for and in consideration of the premises, hath granted, bargained and sold, and by these presents, doth grant, bargain and sell unto the said party of the second part and his assigns the Canal Boat called Charles F. Mayer, to have and to hold the same unto the said party of the second part and his assigns forever.

Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said party of the first part shall well and truly pay unto the said party of the second part, or his assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid and if the said party of the first part shall well and truly do and perform all the covenants on his part to be done and performed, as set forth in this mortgage then this instrument of writing, and every matter & thing herein contained shall cease and be utterly null and void, otherwise to remain in full force and virtue in law.

And this instrument further Witnesseth: that it is mutually agreed between the parties aforesaid that in case of any default upon the part of the said party of the first part to make regular payments on account of said purchase money, as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect upon the part of the said party of the first part to freight for the company or person designated by the said party of the second part or his authorized agent, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a transfer without permission as aforesaid, or in case of a failure to perform any of the stipulations or recitals in this mortgage named to be done and performed on the part of the party of the first part, then and in either event the said party of the second part, or his assigns, or any duly authorized agent, is hereby authorized to take immediate possession of said boat, and after ten days public notice thereof in a newspaper printed in the City of Cumberland, to sell said canal boat at public sale, as mortgagee, to the highest bidder, for cash or on credit; and out of the proceeds of such sale pay first the expenses of such sale and advertisement, and then the balance due to said party of the second part or his assigns, of said purchase money and interest, and if there be an overplus the said party or his assigns are to pay the same to the said party of the first part.

In Witnesseth whereof the said David Yingling hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste:

David Yingling {Seal}

Andrew Gonder

State of Maryland, Allegany County, to wit: I hereby certify that on this tenth day of May 1879, before the subscriber personally appeared David Yingling and acknowledged the foregoing instrument to be his act & deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this tenth day of May 1879, before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Felix Bareis and Michael Rossworm mortgagees 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.

We hereby release the foregoing Mortgage. Witness our hands and seals this 1st day of June 1880.

Teste: Theo. Luman, Clerk

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

Allegany County Courthouse, Cumberland, MD, Deed Book 53, p 450, 3/4/1880.

At the request of Felix Bareis & Michael Rossworm this mortgage was recorded March 4, 1880 @ 3:10 p.m..

This Indenture made this fourth day of March eighteen hundred and eighty between Elizabeth Reed & James Reed her husband of Allegany County, State of Maryland parties of the first part, and Felix Bareis and Michael Rossworm of Allegany County, State of Maryland parties of the second part: Whereas the said parties of the second part have this day sold to the said Elizabeth Reed the Canal Boat called Charles F, Mayer at and for the sum of fourteen hundred and fifty dollars, which the said Elizabeth Reed is to pay to the said parties of the second part in installments, and in the manner and upon the terms hereinafter mentioned, to wit: Twenty five dollars for each and every trip said boat shall make from Cumberland to Georgetown, Washington, Alexandria or any other port East of Cumberland until the entire amount of purchase money with interest is fully paid, crediting the respective payments thereon as of the time when such payments shall have been made. And Whereas it was part of said contract of purchase and sale between the said Elizabeth Reed and the said parties of the second part, that the said Elizabeth Reed shall use the said boat exclusively in freighting Coal from Cumberland to Georgetown, Alexandria or Washington City in regular trips both day and night, with as much expedition and regularity as can be reasonably done; and to receive the loads of the said boat promptly at each trip with coal of such company or person as the said parties of [the] second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal & Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire & Baltimore Coal Company, and keep said boat in proper repair; and that the said Elizabeth Reed will not during the continuance of this instrument of writing; assign, transfer or set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any other person or persons whomsoever, without the consent in writing of the said parties of the second part or their authorized agent, and when of the said purchase money is paid off, the boat aforesaid shall continue to carry coal for the said parties of the second part at the current rates aforesaid, to the end of the season of navigation in the year when the last payment of purchase money under this present instrument shall be made; all of which said stipulations the said party of the first part hereby covenants and agrees with the said parties of the second part and his assigns to fulfill and perform.

And Whereas the said Elizabeth Reed is 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 party of the first part is willing to execute these presents. Now, this Indenture Witnesseth that the said parties of the first part for and in consideration of the premises, hath granted, bargained and sold, and by these presents, do grant, bargain and sell unto the said parties of the second part and their assigns the Canal Boat called Charles F. Mayer, to have and to hold the same unto the said parties of the second part and their assigns forever. Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Elizabeth Reed shall well & truly pay unto the said parties of the second part, or their assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid, until the whole purchase money, with interest as aforesaid, shall be fully paid; and if the said Elizabeth Reed shall well and truly do and perform all the covenants

on her part to be done and performed, as set forth in this mortgage, then this instrument of writing, and every matter and thing herein contained shall cease and be utterly null and void, otherwise to remain in full force and virtue in law.

And this instrument further Witnesseth: that it is mutually agreed between the parties aforesaid that in case of any default upon the part of the said Elizabeth Reed to make regular payments on account of said purchase money, as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of refusal or neglect upon the part of the said Elizabeth Reed to freight for the company or person designated by the said parties of the second part or their authorized agent, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a transfer without permission as aforesaid, or in case of a failure to perform any of the stipulations or recitals in this mortgage named to be done and performed on the part of the said Elizabeth Reed, then and in either event the said parties of the second part, or their assigns, or any duly authorized agent, is hereby authorized to take immediate possession of said boat, and after ten days public notice thereof in a newspaper printed in the City of Cumberland, to sell said canal boat at public sale, as mortgagee, to the highest bidder, for cash or on credit; and out of the proceeds of such sale pay first the expenses of such sale and advertisement, and then the balance due to said parties of the second part or their assigns, of said purchase money and interest, and if there be an overplus the said parties or their assigns are to pay the same to the said Elizabeth Reed.

In Witnesseth whereof the said Elizabeth Reed and James Reed her husband hath hereunto subscribed their names and affixed their seals on the day and year first above written.

Teste: Elizabeth Reed {Seal}
J. B. Widener James Reed {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this fourth day of March 1880, before the subscriber personally appeared Elizabeth Reed and James Reed her husband and acknowledged the foregoing instrument to be their respective act & deed.

J. B. Widener, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this fourth day of March 1880, before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Felix Bareis and Michael Rossworm mortgagees 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.

J. B. Widener, J.P.

We hereby release the foregoing Mortgage. Witness our hands and seals this 24th day of November 1896.

Teste: Theo. Luman, Clerk Bareis & Rosworm {Seal}

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

At the request of Michael Rossworm & Felix Bareis this mortgage was recorded March 30, 1880 @ 9:30 a.m..

I John T. Dixon of Allegany County, Maryland being now indebted to Michael Rossworm and Felix Bareis of said Allegany County, Maryland in the sum of eleven hundred dollars in consideration thereof I hereby bargain and sell to the said Michael Rossworm and Felix Bareis the canal boat called "Helen V. Dixon." Provided that if the said John T. Dixon shall pay to the said Michael Rossworm and Felix Bareis the said sum of eleven hundred dollars with interest 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 and Felix Bareis may enter

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

Teste:

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 the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared John T. Dixon and acknowledged the foregoing instrument of writing to be his act, and at the same time before me also personally appeared Michael Rossworm and Felix Bareis 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 foregoing Mortgage. Witness our hands and seals this 1st day of June 1880.

Teste: Percival Rowland

Felix Bareis {Seal}

Michael Rossworm {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 57, p 111, 11/1/1881.

At the request of Felix Bareis & Michael Rossworm this mortgage was recorded November 1st 1881 @ 8:55 a.m..

This Indenture made this twelfth day of September eighteen hundred and eighty one between Barney McQuade of Washington City, Washington County, D.C. party of the first part, and Felix Bareis and Michael Rossworm of Allegany County, State of Maryland parties of the second part: Whereas the said party of the second part has this day sold to the said party of the first part the Canal Boat called A. B. Wolfe at and for the sum of Fourteen hundred (\$1,400) dollars, which the said party of the first part is to pay to the said party of the second part in installments, and in the manner and upon the terms hereinafter mentioned, to wit: Twenty five dollars for each and every trip said boat shall make from Cumberland to Georgetown, Washington, Alexandria or any other port east of Cumberland until the entire sum of purchase money with interest is fully paid, crediting the respective payments thereon as of the time when such payments shall have been made and whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part, that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City on regular trips both day and night, with as much expedition and regularity as can be reasonably done; and to receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Consolidation Coal Company, Borden Mining Company, Maryland Company, New Central Company or any other Company and keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign, transfer or set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever, without the consent in writing of the said party of the second part or their authorized agent, all of which said stipulations the said party of the first part hereby covenants and agrees with the said party of the second part and his assigns to fulfill and perform. Provided always that if the said Company should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading, ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip, if such want of readiness to load the boat is caused by any default on the part of the said company, or its agents; but in case of a glut of boats or in case such default either in loading or unloading happens from any other cause than a personal default of the said company, or its agents, then all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention. And Whereas the said party of the first part is anxious to secure unto the said party of the second part and his assigns, the regular and due payments of each and every installments of said purchase money, and also to secure to the said party of the second part and their assigns, the regular, prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents.

Now, this Indenture Witnesseth that the said party of the first part for and in consideration of the premises, hath granted, bargained and sold, and by these presents, doth grant, bargain and sell unto the said party of the second part and their assigns the Canal Boat called A. B. Wolfe, to have and to hold the same unto the said party of the second part and their assigns forever.

Provided nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said party of the first part shall well and truly pay unto the said party of the second part, or their assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid, until the whole purchase money, with the interest as aforesaid, shall be fully paid and if the said party of the first part shall well and truly do and perform all the covenants on his part to be done and performed, as set forth in this mortgage then this instrument of writing, and every matter and thing herein contained shall cease and be utterly null and void, otherwise to remain in full force and virtue in law.

And this instrument further Witnesseth: that it is mutually agreed between the parties aforesaid that in case of any default upon the part of the said party of the first part to make regular payments on account of said purchase money, as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect upon the part of the said party of the first part to freight for the company or person designated by the said party of the second part or his authorized agent, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat, as before mentioned, or in case said boat is not kept in proper repair, or in case of a transfer without permission as aforesaid, or in case of a failure to perform any of the stipulations or recitals in this mortgage named to be done and performed on the part of the party of the first part, then and in either event the said party of the second part, or their assigns, or any duly authorized agent, is hereby authorized to take immediate possession of said boat, and after ten days public notice thereof in a newspaper printed in the City of Cumberland, to sell said canal boat at public sale, as mortgagee, to the highest bidder, for cash or on credit; and out of the proceeds of such sale pay first the expenses of such sale and advertisement, and then the balance due to said party of the second part or his assigns, of said purchase money and interest, and if there be an overplus the said party or his assigns are to pay the same to the said party of the first part.

In Witnesseth whereof the said Barney McQuade hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste:

Barney McQuade {Seal}

Andrew Gonder

State of Maryland, Allegany County, to wit: I hereby certify that on this twelfth day of September 1881, before the subscriber personally appeared Barney McQuade and acknowledged the foregoing instrument to be his act & deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this twelfth day of September 1881, before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Felix Bareis and Michael Rossworm mortgagees 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.

State of Maryland, Allegany County, S.S.: I Theo Luman, Clerk of the Circuit Court for Allegany County, the same being a Court of Law and of Records, do hereby certify that Andrew Gonder, Esq. before whom the foregoing acknowledgement & affidavit were made and whose genuine signature thereto appears was at the time thereof and still is, a Justice of the Peace of the State of Maryland, in and for Allegany County, duly commissioned and sworn, and authorized by law to administer oaths and take acknowledgements.

In Testimony whereof I hereunto set my hand and affix the seal of the said Circuit Court for Allegany County at Cumberland this 13th day of September 1881.

Theodore Luman, Clerk

We hereby release the within Mortgage. Witness our hands and seals this 30th day of October 1896.

Teste: Theo. Luman, Clerk

Bareis & Rossworm {Seal}