

COMPILATION OF
CONSOLIDATION COAL COMPANY
CANAL BOAT MORTGAGES
1870-1873
and
CUMBERLAND COAL COMPANY
CANAL BOAT MORTGAGES
1856-1857
WASHINGTON COUNTY, MD

Compiled by
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A. PREFACE

After looking in the Washington County records online, the following fifteen records were found.

The similarity of the mortgage text over the years suggests that 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. 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.

This revision corrects some administrative matters.

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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Transcribed January 2015
Revised April 2019
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Consolidation Coal Co. Canal Boat Mortgages 1870 - 1873, Washington County, MD
 and
 Cumberland Coal Co. Canal Boat Mortgages 1856 - 1857, Washington County, MD

Owner's Name	Book	Page	Date Recorded	Boat's Name	Purchase Cost
James Creamer	McKK 2	478	5/4/1870	James B. Thomas	\$1,700
Jacob Mose	McKK 2	554	5/27/1870	Charlie & Ada	\$2,100
Benjamin F. Dixon	McKK 2	556	5/27/1870	Julia Manning	\$1,725
Benjamin Miller	McKK 2	599	6/6/1870	E. M. Linthicum	\$1,650
William & J. F. Moore	McKK 5	651	5/2/1873	Captain J. Sheridan	\$2,100
Patrick O'Brian	McKK 5	652	5/2/1873	Laura	\$1,600
David McCarty	McKK 5	654	5/2/1873	Mohawk	\$1,300
Davis McCarty	McKK 5	655	5/2/1873	Sue	\$2,100
Joseph Manon	McKK 5	657	5/2/1873	Energy	\$1,650
Adolphus W. Smith	McKK 5	658	5/2/1873	L. R. Fechtig	\$1,450
William Knode	McKK 5	660	5/2/1873	Thomas Malloy	\$2,000
Benjamin F. Jackson	McKK 5	661	5/2/1873	John A. Graham	\$2,100
Benjamin Bender	McKK 5	663	5/2/1873	Robin	\$1,450
Thomas Mannon	McKK 5	734	5/30/1873	J. M. Forbes	\$2,000
William Little	McKK 5	736	5/30/1873	C. H. Dalton	\$1,900
Cumberland Coal Co.					
Benjamin Mitchell	IN 12	111	9/16/1856	John T. Rowland	\$900
William E. Taylor	IN 11	534	1/24/1857	4 mules	\$250

Washington County Courthouse, Hagerstown, MD, Deed Book McKK 2, p 478, 5/4/1870.

At the request of the Consolidation Coal Company of Allegany Co., Md., the following Mortgage is recorded May 4, 1870.

This Indenture, Made this 29th day of April eighteen hundred and seventy between James Creamer of Washington County, State of Maryland of the first part, and the Consolidation Coal Company, of Allegany County, State of Maryland, of the second part. Whereas the said Consolidation Coal Company have this day sold to the said Creamer the Canal Boat called "James B. Thomas," at and for the sum of seventeen hundred dollars which the said Creamer is to pay unto the said Company and their assigns in installments of forty dollars each for the first twenty trips, and thirty five dollars each for every subsequent trip made by said boat from Cumberland to Georgetown, Alexandria or Washington City, or other intermediate points until the entire purchase money is paid, with interest thereon from this date, crediting the respective payments thereon as of the time when such payments shall be made. **And Whereas**, it was a part of said contract of purchase and sale between the said Creamer and the said Company, that the said Creamer shall use the said boat in freighting coal from Cumberland to the points aforesaid, in regular trips with as much expedition and regularity as can be reasonably done with night and day stock, and to give a preference in freighting to the coal of such company or persons as said Company may from time to time direct; provided such person or persons are ready to load him, at the current rates of freight payable by the large coal companies, for a like service, within a period of twenty four hours exclusive of Sundays, after his reporting for loading, and keep said boat in proper repair; and that the said party of the first part shall not sell, or dispose of, or lease, or Mortgage said boat without the written consent of the agent of the said Company, endorsed on this instrument, before the said boat shall have been entirely paid for; all of which said stipulations the said Creamer hereby covenants and agrees with the said Company and their assigns to fulfill and perform. **Provided Always**, that if, from any cause whatsoever said Company shall not be prepared with coal within twenty four hours of the boat being reported by the Captain as ready to receive her load, then all claims of said Company to the services of the boat for that trip is cancelled, except so far as their right to claim the trip money is concerned. **And Whereas**, the said Creamer is anxious to secure unto the said Company and their assigns, the regular and due payment of each and every installment of said purchase money, and also to secure the said Company and their assigns, the regular, prompt and due performance of the covenants aforesaid, and the said Creamer is willing to execute these presents. **Now this Indenture Witnesseth**; that the said Creamer for and in consideration of the premises, hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said Consolidation Coal Company, their executors, administrators and assigns the Canal Boat called "James B. Thomas," to have and to hold the same unto the said Consolidation Coal Company, their executors, administrators and assigns, forever. **Provided Nevertheless** and it is hereby declared to be the true intent and meaning of these presents, that if the said Creamer shall well and truly pay the said Company, their executors, administrators or 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 Creamer shall well and truly do and perform all the covenants on his part to be done and performed, and 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 Creamer 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 Creamer to freight for the company or person designated by said Company, 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 failure to perform any of the stipulations or recitals in this Mortgage, named to be done and performed on the part of said Creamer then and in either event the said Consolidation Coal Company, or their assigns, are 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 Consolidation Coal Company or their assigns of said purchase money and interest. In Witness whereof the said Creamer hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: John Snyder

his
Kames x Creamer {Seal}
mark

State of Maryland, Washington County, to wit: I hereby certify that on this 29th day of April 1870 before the subscriber a Justice of the Peace of the State of Maryland in and for said County, personally appeared James Creamer and acknowledged the foregoing instrument to be his act and deed.

John Snyder, J.P.

State of Maryland, Washington County, to wit:

Be it remembered, and it is hereby certified that on this 30th day of April 1870, before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Henry Thomas Weld, Agent of the Consolidation Coal Company of Allegany County, Md., the Mortgagee in the foregoing Mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

Washington County Courthouse, Hagerstown, MD, Deed Book McKK 2, p 554, 5/27/1870.

At the request of the Consolidation Coal Co. of Allegany Co., Md., the following Mortgage is recorded May 27th 1870.

This Indenture, Made this fourth day of May eighteen hundred and seventy between Jacob Mose of Washington County, State of Maryland, of the first part, and the Consolidation Coal Company of Allegany County, State of Maryland of the second part. Whereas the said Consolidation Coal Company have this day sold to the said Mose the Canal Boat called "Charlie & Ada," at and for the sum of twenty one hundred dollars, which the said Mose is to pay unto the said Company and their assigns, in installments of forty dollars each for the first twenty trips and thirty five dollars for every subsequent trip made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, or other intermediate points, until the entire purchase money is paid, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made, and Whereas it was a part of said contract of purchase and sale between the said Mose and the said Company, the said Mose shall use the said boat in freighting coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done, with night and day stock, and to give a preference in freighting to the coal of such company or person as said Company may from time to time direct. **Provided** such person or persons are ready to load him at the current rates of freight payable by the large Companies for a like service, within a period of twenty-four hours, exclusive of Sundays, after his reporting for loading, and keep said boat in proper repair; and that the said party of the first part shall not, sell, or dispose of, or lease or mortgage said boat without the written consent of the Agent of the said Company, endorsed on this instrument, before the said boat shall have been entirely paid for, all of which said stipulations the said Mose hereby covenants and agrees with the said Company and their assigns to fulfill and perform. **Provided Always** that if from any cause whatsoever, said Company shall not be prepared with Coal within twenty-four hours of the boat being reported by the Captain as ready to receive her load, then all claims of said Company to the services of the boat for that trip is cancelled, except so far as their right to claim the trip money is concerned. And Whereas the said Mose is anxious to secure unto the said Company, and their assigns, the regular and due payment of each and every installment of said purchase money, and also to secure the said Company, and their assigns, the regular, prompt and due performance of the covenants aforesaid, and the said Mose is willing to execute these presents. Now this Indenture witnesseth; that the said Mose for and in consideration of the premises, hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said Consolidation Coal Company, their executors, administrators and assigns the Canal Boat called "Charlie & Ada," to have and to hold the same unto the said Consolidation Coal Company, their executors, administrators and assigns, forever. **Provided** nevertheless and it is hereby declared to be the true intent and meaning of these presents, that if the said Mose shall well and truly pay the said Company, their executors, administrators or 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 Mose 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 Mose 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 Mose to freight for

the Company or person designated by said Company, 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 failure to perform any of the stipulations or recitals in this mortgage, named to be done and performed on the part of said Mose, then and in either event, the said Consolidation Coal Company, or their assigns, are 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 mortgagees, 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 Consolidation Coal Company, or their assigns, of said purchase money and interest. In Witness whereof the said Mose hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: John Snyder

his
Jacob x Mose {Seal}
mark

State of Maryland, Washington County, to wit:

I hereby certify that on this fourth day of May 1870 before the subscriber, a Justice of the Peace of the State of Maryland, in and for said County, personally appeared Jacob Mose and acknowledged the foregoing instrument to be his act and deed.

Jacob Snyder, J.P.

State of Maryland, Allegany County, to wit:

Be it remembered, and it is hereby certified that on this 9th day of May 1870, before me the subscriber a Justice of the Peace of the State of the State of Maryland, in and for Allegany County, personally appeared Henry Thomas Weld, Agent of the Consolidation Coal Company of Allegany County, Md., the mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide, as herein set forth. In witness Whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

Washington County Courthouse, Hagerstown, MD, Deed Book McKK 2, p 556, 5/27/1870.

At the request of the Consolidation Coal Co. of Allegany Co., Md., the following Mortgage is recorded May 27th, 1870.

This Indenture, Made this 4th day of May eighteen hundred and seventy between Benjamin Dixon of Washington County, State of Maryland, of the first part, and the Consolidation Coal Company of Allegany County, State of Maryland, of the second part. Whereas the said Consolidation Coal Company have this day sold to the said Dixon the Canal Boat called "Julia Manning," at for the sum of seventeen hundred and twenty five dollars, which the said Dixon is to pay unto the said Company and their assigns, in installments of forty dollars each for the first twenty trips and thirty five dollars each for every subsequent trip made by said boat from Cumberland to Georgetown, Alexandria or Washington City or other intermediate points, until the entire purchase money is paid, with interest thereon from this date, crediting the respective payments thereon as of the time when such payments shall be made. **And Whereas**, it was part of said contract of purchase and sale between the said Dixon and the said Company, that the said Dixon shall use the said boat in freighting Coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done with 4 head of stock, and to give preference in freighting to the Coal of such Company or persons as said Company may from time to time direct, provided such person or persons are ready to load him, at the current rates of freight payable by the large Companies for a like service, within a period of twenty four hours, exclusive of Sundays, after his reporting for loading, and keep said boat in proper repair; and that the said party of the first part shall not, sell or dispose, or lease, or mortgage said boat without the written consent of the Agent of the said Company, endorsed on this instrument, before the said boat shall have been entirely paid, all of which said stipulations the said Dixon hereby covenants and agrees with the said Company and their assigns to fulfill and perform. **Provided** always that if from any cause whatsoever, said Company shall not be prepared with Coal, within twenty four hours of the boat being reported by the Captain as ready to receive her load, then all claims of said Company to the services of the boat for that trip is cancelled, except so far as their right to claim the trip money is concerned. **And Whereas** the said Dixon is anxious to secure unto the said Company, and their assigns, the regular and due payment of each and every installment of said purchase money, and also to secure the said Company, and their assigns, the regular, prompt and due performance of the covenants aforesaid, and the said Dixon is willing to execute these presents. Now, this Indenture witnesseth, that the said Dixon, for and in consideration of the premises, hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said Consolidation Coal Company, their executors, administrators and assigns, the Canal Boat called "Julia Manning," to have and to hold the same unto the said Consolidation Coal Company, their executors, administrators and assigns, forever. **Provided**, nevertheless and it is hereby declared to be the true intent and meaning of these presents, that if the said Dixon shall well and truly pay unto the said Company their executors, administrators and 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 Dixon 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 Dixon 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 Dixon to freight for the Company or person designated by said Company, 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 failure to perform any of the stipulations or recitals in this mortgage, named to be done and performed on the part of said Dixon, then and in either event, the said Consolidated Coal Company, or their assigns, 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 Consolidation Coal Company, or their assigns, of said purchase money and interest. In Witness whereof the said Dixon hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: O. McClain
his
Bennet F. x Dixon {Seal}
mark

State of Maryland, Washington County, to wit:

I hereby certify that on this 4th day of May 1870 before the subscriber a Justice of the Peace of the State of Maryland, in and for said County, personally appeared Bennet F. Dixon and acknowledged the foregoing instrument to be his act and deed.

O. McClain, J.P.

State of Maryland, Washington County, to wit:

Be it remembered, and it is hereby certified that on this 9th day of May 1870, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Henry Thomas Weld, Agent for the Consolidation Coal Company of Allegany County, Md., the mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide, as herein set forth. In witness Whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

Washington County Courthouse, Hagerstown, MD, Deed Book McKK 2, p 599, 6/6/1870.

At the request of the Consolidation Coal Co. of Allegany Co., Md., the following Mortgage is recorded June 6th, 1870.

This Indenture, Made this 25th day of May eighteen hundred and seventy between Benjamin Miller of Washington County, State of Maryland, of the first part, and the Consolidation Coal Company of Allegany County, State of Maryland, of the second part. Whereas, the said Consolidation Coal Company have this day sold to the said Miller the Canal Boat called "E. M. Linthicum," at and for the sum of sixteen hundred and fifty dollars, which the said Miller is to pay unto the said Company, and their assigns, in installments of forty dollars each for the first twenty trips, and thirty five dollars for every subsequent trip made by said boat from Cumberland to Georgetown, Alexandria or Washington City, or other intermediate points, until the entire purchase money, with interest thereon from this date, crediting the respective payments thereon, as of the time when such payments shall be made. And Whereas it was part of said contract of purchase and sale between the said Miller and the said Company, that the said Miller shall use the said boat in freighting Coal from Cumberland to the points aforesaid, in regular trips, with as much expedition and regularity as can be reasonably done, with night and day stock, and to give a preference in freighting to the Coal of such Company or persons as said Company may from time to time direct, provided such person or persons are ready to load him at the current rates of freight payable by the large Companies for a like service, within a period of twenty four hours, excepting Sundays, after his reporting for loading, and keep said boat in proper repair; and that the said party of the first part shall not sell, or dispose of, or lease, or mortgage said boat without the written consent of the Agent of the said Company, endorsed on this instrument, before the said boat shall have been entirely paid for; all of which said stipulations the said Miller hereby covenants and agrees with the said Company and their assigns to fulfill and perform. Provided Always that if from any cause whatsoever, said Company shall not be prepared with Coal within twenty four hours of the boat being reported by the Captain as ready to receive her load, then all claims of said Company to the services of the boat for that trip is cancelled, except so far as their right to claim the trip money is concerned. And Whereas the said Benjamin Miller is anxious to secure unto the said Company, and their assigns, the regular and due payment of each and every installment of said purchase money, and also to secure the said Company, and their assigns, the regular, prompt and due performance of the covenants aforesaid, and the said Miller is willing to execute these presents. Now, this Indenture witnesseth, that the said Miller, for and in consideration of the premises, hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said Consolidation Coal Company, their executors, administrators and assigns the Canal Boat called "E. M. Linthicum" to have and to hold the same unto the said Consolidation Coal Company, their executors, administrators and assigns forever. **Provided** nevertheless, and it is hereby declared to be the true intent and meaning of these presents, that if the said Miller shall well and truly pay unto the said Company, their executors, administrators or 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 Miller shall well and truly do and perform all the covenants on his part to be done and performed, and 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 Miller 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 Miller to freight for the Company or persons designated by said Company 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 failure to perform any of the stipulations or recitals in this mortgage, named to be done and performed on the part of said Miller then and in either event, the said Consolidation Coal Company, or their assigns, are 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 Consolidation Coal Company, or their assigns, of said purchase money and interest. In Witness whereof the said Benjamin Miller hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: O. McClain

Benjamin Miller {Seal}

State of Maryland, Washington County, to wit:

I hereby certify that on this 25th day of May 1870 before the subscriber a Justice of the Peace of the State of Maryland, in and for said County, personally appeared Benjamin Miller and acknowledged the foregoing instrument to be his act and deed.

O. McClain, J.P.

State of Maryland, Allegany County, to wit:

Be it remembered, and it is hereby certified that on this 30th day of May 1870, before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Henry Thomas Weld, Agent of the Consolidation Coal Company of Allegany County, Maryland, the mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide, as herein set forth. In witness Whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J. P.

Washington County Courthouse, Hagerstown, MD, Deed Book McKK 5, p 651, 5/2/1873.

At the instance of the Consolidation Coal Co. the following mortgage is recorded May 2nd 1873.

This Indenture, Made this 24th day of April eighteen hundred and seventy-three between William & J. F. Moore of Washington County, State of Maryland, parties of the first part, and the Consolidation Coal Company of Maryland, 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 parties of the first part the Canal Boat called "Captain J. Sheridan" at and for the sum of Twenty One Hundred Dollars, which the said parties of the first part is to pay unto the said parties of the second part, in installments and in the manner and upon the terms hereinafter, to wit: in trippages of thirty five dollars each, for each and every trip made between Cumberland, Md. and Georgetown, D.C. or Washington D.C. or Alexandria, Va. and a proportionate amount for a for less distance, with interest on amount of purchase money, less amount of trippages as received. **And Whereas**, it was part of said contract of purchase and sale between the said parties of the first part and the said parties of the second part, that the said parties of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of said boat promptly at each trip, with the coal of such company or person as 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 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 parties 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 parties of the second part, or their authorized agent, all of which said stipulations the said parties of the first part hereby covenants and agrees with the said parties of the second part and their 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 parties of the first part shall have the right of loading wherever he chooses for that trip, if such want of readiness to load the boat is caused by any default on the part of said company or its agents; but in case of a glut of boats, or in case of such default either in loading or unloading, happens from any other cause than personal default of the said company, or its agents, then all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention.

And Whereas the said parties of the first part is anxious to secure unto the said parties of the second part, and their assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said parties of the second part, and assigns, the regular, prompt and due performance of the covenants aforesaid, and the said parties 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 doth grant, bargain and sell unto the said parties of the second part, and their assigns the Canal Boat called "Captain J. Sheridan" 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 parties of the first part shall well and truly pay unto the said parties of the second part, or their assigns, the aforesaid installments of purchase money, 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 parties of the first part shall well and truly do and perform all the covenants on their

part to be done and performed, and 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 parties 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 parties of the first part to freight for the company or person designated by 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 aforementioned, or in case of failure to perform any of the stipulations or recitals in this mortgage, named to be done and performed on the part of said parties of the first part, 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 any overplus the said parties or their assigns, are to pay the same to the said parties of the first part. In Witness whereof the said William & J. F. Moore hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: J. H. Grove

William Moore {Seal}
his
J. F. x Moore {Seal}
mark

State of Maryland, Washington County, to wit:

I hereby certify that on this 24th day of April 1873 before the subscriber, personally appeared William & J. F. Moore and acknowledged the foregoing instrument to be his act and deed.

J. H. Grove, J.P.

State of Maryland, Allegany County, to wit:

Be it remembered, and it is hereby certified that on this 28th day of April 1873, before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared James A. Millholland, President & Agent of the Consolidation Coal Company mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide, as herein set forth. In witness Whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J.P.

Washington County Courthouse, Hagerstown, MD, Deed Book McKK 5, p 652, 5/2/1873.

At the instance of The Consolidation Coal Co. the following Mortgage is recorded May 2nd, 1873.

This Indenture, Made this twenty second day of April eighteen hundred and seventy-three between Patrick O'Brian of Washington County, State of Maryland, party of the first part, and The Consolidation Coal Company of Maryland, of Allegany County, State of Maryland, party of the second part. **Whereas** the said parties of the second part have this day sold to the said party of the first part the Canal Boat called "Laura," at and for the sum of Sixteen Hundred Dollars, which the said party of the first part 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: in trippages of thirty five dollars each, for each and every trip made between Cumberland, Md. and Georgetown, D.C., Washington, D. C. or Alexandria, Va., and a proportionate amount for a less distance, with interest on amount of purchase money, less amount of trippage as paid. **And Whereas** it was part of said contract of purchase and sale between the said party of the first part and the said parties of the second part, that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of said boat promptly at each trip, with the coal of such company or person as 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 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 parties 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 parties of the second part and their assigns to fulfill and perform; provided always that if the said company should not furnish [loading] for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip - if such want of readiness to load the boat is caused by any default on the part of said Company or its agents; but in case of a glut of boats, or in case of such default either in loading or unloading, happens from any other cause than personal default of the said Company, or its agents, then all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention. **And Whereas** the said party of the first part is anxious to secure unto the said parties of the second part, and their assigns, the regular and due payment of each and every installment of said purchase money, and also to secure the said parties of the second part, and their assigns, the regular, prompt and due performance of the covenants aforesaid, and 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 parties of the second part, and their assigns the Canal Boat called "Laura" 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 party of the first part shall well and truly pay unto the said parties of the second part, or their assigns, the aforesaid installments of purchase money, 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, and 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 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 aforementioned, or in case of failure to perform any of the stipulations or recitals in this mortgage, named to be done and performed on the part of said party of the first part, 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 by any overplus, the said parties or their assigns, are to pay the same to the said party of the first part. In Witness whereof the said Patrick O'Brian hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Isaac Richards

Patrick O'Brian {Seal}

State of Maryland, Washington County, to wit:

I hereby certify that on this twenty second day of April 1873 before the subscriber, personally appeared Patrick O'Brian and acknowledged the foregoing instrument to be his act and deed.

W. H. Lowe, J.P.

State of Maryland, Allegany County, to wit:

Be it remembered, and it is hereby certified that on this 28th day of April 1873, before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared James A. Millholland, President & Agent of the Consolidation Coal Company mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide, as herein set forth. In witness Whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J.P.

Washington County Courthouse, Hagerstown, MD, Deed Book McKK 5, p 654, 5/2/1873.

At the insistence of the Consolidation Coal Co. the following mortgage is recorded May 2nd, 1873.

This Indenture, Made this sixteenth day of April eighteen hundred and seventy-three between David McCarty of Washington County, State of Maryland, party of the first part, and The Consolidation Coal Company of Maryland, 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 party of the first part the Canal Boat called "Mohawk" at and for the sum of Thirteen Hundred Dollars, which the said party of the first part 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: the trippages of thirty five dollars each, for each and every trip made between Cumberland, Md. and Georgetown, D.C., Washington D.C. or Alexandria, Va. and a proportionate amount for a less distance, with interest on amount of purchase money, less trippage as paid. **And Whereas** it was part of said contract of purchase and sale between the said party of the first part and the said parties of the second part, that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of said boat promptly at each trip, with the coal of such Company or person as 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 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 parties 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 parties of the second part and their assigns to fulfill and perform; provided always that if the said company should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip - if such want of readiness to load the boat is caused by any default on the part of said company or its agents; but in case of a glut of boats, or in case of such default either in loading or unloading, happens from any other cause than personal default of the said company, or its agents, then all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention. **And Whereas** the said party of the first part is anxious to secure unto the said parties of the second part, and their assigns, the regular and due payment of each and every installment of said purchase money, and also to secure the said parties of the second part, and their assigns, the regular, prompt and due performance of the covenants aforesaid, and 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 parties of the second part, and their assigns the Canal Boat called "Mohawk" 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 party of the first part shall well and truly pay unto the said parties of the second part, or their assigns, the aforesaid installments of purchase money, 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, and

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 amount 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 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 aforementioned, or in case of failure to perform any of the stipulations or recitals in this Mortgage, named to be done and performed on the part of said party of the first part, 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 any overplus to the said parties or their assigns, are to pay the same to the said party of the first part. In Witness whereof the said David McCarty hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: W. H. Lowe

his
David x McCarty {Seal}
mark

State of Maryland, Washington County, to wit:

I hereby certify that on this sixth day of April 1873 before the subscriber, personally appeared David McCarty and acknowledged the foregoing instrument to be his act and deed.

E. H. Lowe, J.P.

State of Maryland, Allegany County, to wit:

Be it remembered, and it is hereby certified that on this 19th day of April 1873, before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared James A. Millholland, President & Agent of the Consolidation Coal Company mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide, as herein set forth. In witness Whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J.P.

Washington County Courthouse, Hagerstown, MD, Deed Book McKK 5, p 655, 5/2/1873.

At the instance of the Consolidation Coal Co. the following Mortgage is recorded May 2nd, 1873.

This Indenture, Made this sixteenth day of April eighteen hundred and seventy-three between David McCarty of Washington County, State of Maryland, party of the first part, and The Consolidation Coal Company 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 party of the first part the Canal Boat called "Sue" at and for the sum of Twenty One Hundred Dollars, which the said party of the first part is to pay unto the said parties of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: in trippages of thirty five dollars each, for each and every trip made between Cumberland, Md. and Georgetown, or Washington D.C., or Alexandria, Va. and a proportionate amount for a less distance, with interest on amount of purchase money, less trippage as paid. **And Whereas** it was part of said contract of purchase and sale between the said party of the first part and the said parties of the second part, that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of said boat promptly at each trip, with the coal of such Company or person as 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 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 parties 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 parties of the second part and their assigns to fulfill and perform; provided always that if the said Company should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip - if such want of readiness to load the boat is caused by any default on the part of said Company or its agents; but in case of a glut of boats, or in case of such default either in loading or unloading, happens from any other cause than personal default of the said Company, or its agents, then all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention.

And Whereas the said party of the first part is anxious to secure unto the said parties of the second part, and their assigns, the regular and due payment of each and every installment of said purchase money, and also to secure the said parties of the second part, and their assigns, the regular, prompt and due performance of the covenants aforesaid, and 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 parties of the second part, and their assigns the canal boat called "Sue" 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 party of the first part shall well and truly pay unto the said parties of the second part, or their assigns, the aforesaid installments of purchase money, 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, and 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 amount 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 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 aforementioned, or in case of failure to perform any of the stipulations or recitals in this Mortgage, named to be done and performed on the part of said party of the first part, 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 any overplus to the said parties or their assigns, are to pay the same to the said party of the first part. In Witness whereof the said David McCarty hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: W. H. Lowe

his
David x McCarty {Seal}
mark

State of Maryland, Washington County, to wit:

I hereby certify that on this sixteenth day of April 1873 before the subscriber, personally appeared David McCarty and acknowledged the foregoing instrument to be his act and deed.

W. H. Lowe, J.P.

State of Maryland, Allegany County, to wit:

Be it remembered, and it is hereby certified that on this 19th day of April 1873, before me the subscriber a Justice of the Peace of the State of Maryland, in and for Washington County, personally appeared James A. Millholland, President & Agent of the Consolidation Coal Company mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide, as herein set forth. In witness Whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J.P.

Washington County Courthouse, Hagerstown, MD, Deed Book McKK 5, p 657, 5/2/1873.

At the instance of the Consolidation Coal Company of Md. the following Mortgage is recorded May 2nd, 1873.

This Indenture, Made this twenty eighth day of April eighteen hundred and seventy-three between Joseph Manon of Washington County, State of Maryland, party of the first part, and The Consolidation Coal Company of Maryland. 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 party of the first part the Canal Boat called "Energy" at and for the sum of Sixteen Hundred and Fifty Dollars, which the said party of the first part 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: in trippages of thirty five dollars each, for each and every trip made between Cumberland, Md. and Georgetown, D.C. or Washington D.C., or Alexandria, Va. and a proportionate amount for a less distance, with interest on amount of purchase money, less amount of trippage as received. **And Whereas** it was part of said contract of purchase and sale between the said party of the first part and the said parties of the second part, that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of said boat promptly at each trip, with the coal of such Company or person as 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 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 parties 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 parties of the second part and their assigns to fulfill and perform; provided always that if the said company should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip - if such want of readiness to load the boat is caused by any default on the part of said Company or its agents; but in case of a glut of boats, or in case of such default either in loading or unloading, happens from any other cause than personal default of the said Company, or its agents, then all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention. **And Whereas** the said party of the first part is anxious to secure unto the said parties of the second part, and their assigns, the regular and due payment of each and every installment of said purchase money, and also to secure the said parties of the second part, and their assigns, the regular, prompt and due performance of the covenants aforesaid, and 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 parties of the second part, and their assigns the Canal Boat called "Energy" 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 party of the first part shall well and truly pay unto the said parties of the second part, or their assigns, the aforesaid installments of purchase money, 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, and 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 amount 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 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 aforementioned, or in case of failure to perform any of the stipulations or recitals in this Mortgage, named to be done and performed on the part of said party of the first part, 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 any overplus to the said parties or their assigns, are to pay the same to the said party of the first part. In Witness whereof the said Joseph Manon hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Morgan Miller

Joseph Manon {Seal}

State of Maryland, Washington County, to wit:

I hereby certify that on this twenty eighth day of April 1873 before the subscriber, personally appeared Joseph Manon and acknowledged the foregoing instrument to be his act and deed.

Morgan Miller, J.P.

State of Maryland, Allegany County, to wit:

Be it remembered, and it is hereby certified that on this 28th day of April 1873, before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared James A. Millholland, President & Agent of the Consolidation Coal Company mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide, as herein set forth. In witness Whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J.P.

Washington County Courthouse, Hagerstown, MD, Deed Book McKK 5, p 658, 5/2/1873.

At the instance of the Consolidation Coal Company of Md. the following Mortgage is recorded May 2nd, 1873.

This Indenture, Made this seventh day of April eighteen hundred and seventy-three Adolphus W. Smith of Washington County, State of Maryland, party of the first part, and The Consolidation Coal Company of Maryland. 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 party of the first part the Canal Boat called "L. R. Fechtig" at and for the sum of Fourteen Hundred and Fifty Dollars, which the said party of the first part 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: in trippages of thirty five dollars each, for each and every trip made between Cumberland, Md. and Georgetown, D.C. or Washington D.C., or Alexandria, Va. and a proportionate amount for a less distance, with interest on amount of purchase money, less amount of trippage as received.

And Whereas it was part of said contract of purchase and sale between the said party of the first part and the said parties of the second part, that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of said boat promptly at each trip, with the coal of such Company or person as 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 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 parties 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 parties of the second part and their assigns to fulfill and perform; provided always that if the said company should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip - if such want of readiness to load the boat is caused by any default on the part of said Company or its agents; but in case of a glut of boats, or in case of such default either in loading or unloading, happens from any other cause than personal default of the said Company, or its agents, then all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention. **And Whereas** the said party of the first part is anxious to secure unto the said parties of the second part, and their assigns, the regular and due payment of each and every installment of said purchase money, and also to secure the said parties of the second part, and their assigns, the regular, prompt and due performance of the covenants aforesaid, and 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 parties of the second part, and their assigns the Canal Boat called "L. R. Fechtig" 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 party of the first part shall well and truly pay unto the said parties of the second part, or their assigns, the aforesaid installments of purchase money, 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, and 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 amount 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 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 aforementioned, or in case of failure to perform any of the stipulations or recitals in this Mortgage, named to be done and performed on the part of said party of the first part, 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 any overplus to the said parties or their assigns, are to pay the same to the said party of the first part. In Witness whereof the said Adolphus W. Smith hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Isaac Richards

Adolphus W. Smith {Seal}

State of Maryland, Washington County, to wit:

I hereby certify that on this seventh day of April 1873 before the subscriber, personally appeared Adolphus W. Smith and acknowledged the foregoing instrument to be his act and deed.

W. H. Lowe, J.P.

State of Maryland, Allegany County, to wit:

Be it remembered, and it is hereby certified that on this 19th day of April 1873, before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared James A. Millholland, President & Agent of the Consolidation Coal Company mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide, as herein set forth. In witness Whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J.P.

Washington County Courthouse, Hagerstown, MD, Deed Book McKK 5, p 660, 5/2/1873.

At the instance of The Consolidation Coal Company of Md. the following Mortgage is recorded May 2nd, 1873.

This Indenture, Made this 16th day of April eighteen hundred and seventy-three between William Knode of Washington County, State of Maryland, party of the first part, and The Consolidation Coal Company of Maryland. 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 party of the first part the Canal Boat called "Thomas Malloy" at and for the sum of Two Thousand Dollars, which the said party of the first part 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: in trippages of thirty five dollars each, for each and every trip made between Cumberland, Md. and Georgetown, D.C. or Washington D.C., or Alexandria, Va. and a proportionate amount for a less distance, with interest on amount of purchase money, less amount of trippage as paid. **And Whereas** it was part of said contract of purchase and sale between the said party of the first part and the said parties of the second part, that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of said boat promptly at each trip, with the coal of such company or person as 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 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 parties 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 parties of the second part and their assigns to fulfill and perform; provided always that if the said company should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip - if such want of readiness to load the boat is caused by any default on the part of said Company or its agents; but in case of a glut of boats, or in case of such default either in loading or unloading, happens from any other cause than personal default of the said Company, or its agents, then all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention. **And Whereas** the said party of the first part is anxious to secure unto the said parties of the second part, and their assigns, the regular and due payment of each and every installment of said purchase money, and also to secure the said parties of the second part, and their assigns, the regular, prompt and due performance of the covenants aforesaid, and 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 parties of the second part, and their assigns the Canal Boat called "Thomas Malloy" 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 party of the first part shall well and truly pay unto the said parties of the second part, or their assigns, the aforesaid installments of purchase money, 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, and 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 amount 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 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 aforementioned, or in case of failure to perform any of the stipulations or recitals in this Mortgage, named to be done and performed on the part of said party of the first part, 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 any overplus to the said parties or their assigns, are to pay the same to the said party of the first part. In Witness whereof the said William Knode hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Samuel Boyer, J. P.

William Knode {Seal}

State of Maryland, Washington County, to wit:

I hereby certify that on this 16th day of April 1873 before the subscriber, personally appeared William Knode and acknowledged the foregoing instrument to be his act and deed.

Samuel Boyer, J.P.

State of Maryland, Allegany County, to wit:

Be it remembered, and it is hereby certified that on this 19th day of April 1873, before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared James A. Millholland, President & Agent of the Consolidation Coal Company mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide, as herein set forth. In witness Whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J.P.

Washington County Courthouse, Hagerstown, MD, Deed Book McKK 5, p 661, 5/2/1873.

At the instance of the Consolidation Coal Company of Md. the following Mortgage is recorded May 2nd, 1873.

This Indenture, Made this 12th day of April eighteen hundred and seventy-three between Benjamin F. Jackson of Washington County, State of Maryland, party of the first part, and The Consolidation Coal Company of Maryland. 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 party of the first part the Canal Boat called "John A. Graham" at and for the sum of Twenty One Hundred Dollars, which the said party of the first part 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: in trippages of thirty five dollars each, for each and every trip made between Cumberland, Md. and Georgetown, D.C. or Washington D.C., or Alexandria, Va. and a proportionate amount for a less distance, with interest on amount of purchase money, less amount of trippage as received. **And Whereas** it was part of said contract of purchase and sale between the said party of the first part and the said parties of the second part, that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of said boat promptly at each trip, with the coal of such Company or person as 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 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 parties 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 parties of the second part and their assigns to fulfill and perform; provided always that if the said company should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip - if such want of readiness to load the boat is caused by any default on the part of said Company or its agents; but in case of a glut of boats, or in case of such default either in loading or unloading, happens from any other cause than personal default of the said Company, or its agents, then all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention. **And Whereas** the said party of the first part is anxious to secure unto the said parties of the second part, and their assigns, the regular and due payment of each and every installment of said purchase money, and also to secure the said parties of the second part, and their assigns, the regular, prompt and due performance of the covenants aforesaid, and 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 parties of the second part, and their assigns the Canal Boat called "John A. Graham" 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 party of the first part shall well and truly pay unto the said parties of the second part, or their assigns, the aforesaid installments of purchase money, 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, and 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 amount 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 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 aforementioned, or in case of failure to perform any of the stipulations or recitals in this Mortgage, named to be done and performed on the part of said party of the first part, 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 any overplus to the said parties or their assigns, are to pay the same to the said party of the first part. In Witness whereof the said Benjamin F. Jackson hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: J. H. Grove

his
Benjamin x F. Jackson {Seal}
mark

State of Maryland, Washington County, to wit:

I hereby certify that on this twelfth day of April 1873 before the subscriber, personally appeared Benjamin F. Jackson and acknowledged the foregoing instrument to be his act and deed.

J. H. Grove, J.P.

State of Maryland, Allegany County, to wit:

Be it remembered, and it is hereby certified that on this 19th day of April 1873, before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared James A. Millholland, President & Agent of the Consolidation Coal Company mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide, as herein set forth. In witness Whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J.P.

Washington County Courthouse, Hagerstown, MD, Deed Book McKK 5, p 663, 5/2/1873.

At the instance of The Consolidation Coal Company of Md. the following Mortgage is recorded May 2nd, 1873.

This Indenture, Made this 17th day of April eighteen hundred and seventy-three between Benjamin Bender of Washington County, State of Maryland, party of the first part, and The Consolidation Coal Company of Maryland, 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 party of the first part the Canal Boat called "Robin" at and for the sum of Fourteen Hundred and Fifty Dollars, which the said party of the first part 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: in trippages of thirty five dollars each, for each and every trip made between Cumberland, Md. and Georgetown, D.C. or Washington D.C., or Alexandria, Va. and a proportionate amount for a less distance, with interest on amount of purchase money, less amount of trippage as received. **And Whereas** it was part of said contract of purchase and sale between the said party of the first part and the said parties of the second part, that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of said boat promptly at each trip, with the coal of such Company or person as 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 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 parties 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 parties of the second part and their assigns to fulfill and perform; provided always that if the said company should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip - if such want of readiness to load the boat is caused by any default on the part of said Company or its agents; but in case of a glut of boats, or in case of such default either in loading or unloading, happens from any other cause than personal default of the said Company, or its agents, then all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention. **And Whereas** the said party of the first part is anxious to secure unto the said parties of the second part, and their assigns, the regular and due payment of each and every installment of said purchase money, and also to secure the said parties of the second part, and their assigns, the regular, prompt and due performance of the covenants aforesaid, and 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 parties of the second part, and their assigns the Canal Boat called "Robin" 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 party of the first part shall well and truly pay unto the said parties of the second part, or their assigns, the aforesaid installments of purchase money, 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, and 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 amount 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 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 aforementioned, or in case of failure to perform any of the stipulations or recitals in this Mortgage, named to be done and performed on the part of said party of the first part, 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 any overplus to the said parties or their assigns, are to pay the same to the said party of the first part. In Witness whereof the said Benjamin Bender hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: J. H. Grove

Benjamin Bender {Seal}

State of Maryland, Washington County, to wit:

I hereby certify that on this 16th day of April 1873 before the subscriber, personally appeared Benjamin Bender and acknowledged the foregoing instrument to be his act and deed.

J. H. Grove, J.P.

State of Maryland, Allegany County, to wit:

Be it remembered, and it is hereby certified that on this 19th day of April 1873, before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared James A. Millholland, President & Agent of the Consolidation Coal Company mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide, as herein set forth. In witness Whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J.P.

Washington County Courthouse, Hagerstown, MD, Deed Book McKK 5, p 734, 5/30/1873.

At the instance of the Consolidation Coal Company the following Mortgage is recorded May 30th, 1873.

This Indenture, Made this first day of May eighteen hundred and seventy-three between Thomas Mannon of Washington County, State of Maryland, party of the first part, and The Consolidation Coal Company of Maryland. 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 party of the first part the Canal Boat called "J. M. Forbes" at and for the sum of Two Thousand Dollars, which the said party of the first part 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: in trippages of thirty five dollars each, for each and every trip made between Cumberland, Md. and Georgetown, D.C. or Washington D.C., or Alexandria, Va. and a proportionate amount for a less distance, with interest on amount of purchase money, less amount of trippage as received. **And Whereas** it was part of said contract of purchase and sale between the said party of the first part and the said parties of the second part, that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of said boat promptly at each trip, with the coal of such Company or person as 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 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 parties 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 parties of the second part and their assigns to fulfill and perform; provided always that if the said company should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip - if such want of readiness to load the boat is caused by any default on the part of said Company or its agents; but in case of a glut of boats, or in case of such default either in loading or unloading, happens from any other cause than personal default of the said Company, or its agents, then all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention. **And Whereas** the said party of the first part is anxious to secure unto the said parties of the second part, and their assigns, the regular and due payment of each and every installment of said purchase money, and also to secure the said parties of the second part, and their assigns, the regular, prompt and due performance of the covenants aforesaid, and 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 parties of the second part, and their assigns the Canal Boat called "J. M. Forbes" 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 party of the first part shall well and truly pay unto the said parties of the second part, or their assigns, the aforesaid installments of purchase money, 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, and 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 amount 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 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 aforementioned, or in case of failure to perform any of the stipulations or recitals in this Mortgage, named to be done and performed on the part of said party of the first part, 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 any overplus to the said parties or their assigns, are to pay the same to the said party of the first part. In Witness whereof the said Thomas Mannon hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: W. H. Lowe

Thomas Mannon {Seal}

State of Maryland, Washington County, to wit:

I hereby certify that on this first day of April 1873 before the subscriber, personally appeared Thomas Mannon and acknowledged the foregoing instrument to be his act and deed.

Wm. H. Lowe, J.P.

State of Maryland, Allegany County, to wit:

Be it remembered, and it is hereby certified that on this 28th day of May 1873, before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared James A. Millholland, President & Agent of the Consolidation Coal Company mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide, as herein set forth. In witness Whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J.P.

Washington County Courthouse, Hagerstown, MD, Deed Book McKK 5, p 736, 5/30/1873.

At the instance of the Consolidation Coal Company of Md. the following Mortgage is recorded May 30th, 1873.

This Indenture, Made this 9th day of April eighteen hundred and seventy-three between William Little of Washington County, State of Maryland, party of the first part, and The Consolidation Coal Company of Maryland. 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 party of the first part the Canal Boat called "C. H. Dalton" at and for the sum of Nineteen Hundred Dollars, which the said party of the first part 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: in trippages of thirty five dollars each, for each and every trip made between Cumberland, Md. and Georgetown, D.C. or Washington D.C., or Alexandria, Va. and a proportionate amount for a less distance, with interest on amount of purchase money after the deduction for trippage is made.

And Whereas it was part of said contract of purchase and sale between the said party of the first part and the said parties of the second part, that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of said boat promptly at each trip, with the coal of such Company or person as 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 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 parties 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 parties of the second part and their assigns to fulfill and perform; provided always that if the said company should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip - if such want of readiness to load the boat is caused by any default on the part of said Company or its agents; but in case of a glut of boats, or in case of such default either in loading or unloading, happens from any other cause than personal default of the said Company, or its agents, then all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention. **And Whereas** the said party of the first part is anxious to secure unto the said parties of the second part, and their assigns, the regular and due payment of each and every installment of said purchase money, and also to secure the said parties of the second part, and their assigns, the regular, prompt and due performance of the covenants aforesaid, and 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 parties of the second part, and their assigns the Canal Boat called "C. H. Dalton" 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 party of the first part shall well and truly pay unto the said parties of the second part, or their assigns, the aforesaid installments of purchase money, 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, and 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 amount 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 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 aforementioned, or in case of failure to perform any of the stipulations or recitals in this Mortgage, named to be done and performed on the part of said party of the first part, 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 any overplus to the said parties or their assigns, are to pay the same to the said party of the first part. In Witness whereof the said William Little hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: A. T. Breneman

William Little {Seal}

State of Maryland, Washington County, to wit:

I hereby certify that on this 9th day of April 1873 before the subscriber, personally appeared Joseph William Little and acknowledged the foregoing instrument to be his act and deed.

Wm. H. Hawken, J.P.

State of Maryland, Allegany County, to wit:

Be it remembered, and it is hereby certified that on this 30th day of April 1873, before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared James A. Millholland, President & Agent of the Consolidation Coal Company mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage is true and bona fide, as herein set forth. In witness Whereof I hereunto subscribe my name on the day and year aforesaid.

H. J. Flanagan, J.P.

Washington County Courthouse, Hagerstown, MD, Deed Book IN 12, p 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 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, Register D.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 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.

Test: Daniel Brosius, John Troxell

Benjamin Mitchell {Seal}

State of Maryland, Washington County, to wit: I hereby certify that on this 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 Courthouse, Hagerstown, MD, Deed Book IN 11, p 534, 1/24/1857.

At the request of the Cumberland Coal & Iron Company the following Mortgage is recorded January 24th, 1857.

I, William E. Taylor, of Washington County, in the State of Maryland, being now in debt to the Cumberland Coal and Iron Company, incorporated by an Act of the General Assembly of the State of Maryland, in the sum of two hundred and fifty dollars, with interest from the date hereof, in consideration thereof, do hereby bargain and sell to the said Cumberland Coal and Iron Company and its assigns, the following property, now in my possession, to wit: one sorrel mare mule, one roan mare mule, one brown mare mule and one brown horse mule. Provided, that if I the said William E. Taylor shall pay to the said Cumberland Coal and Iron Company, the said sum of two hundred and fifty dollars, with interest as aforesaid, on or before the first day of October, 1857, then these presents shall be void; and provided also that as I have agreed to and with said Company to boat coal for them on the Chesapeake and Ohio Canal with the canal boats the "Mary W. Hale and Rebecca Henderson" exclusively during the Spring and Summer of 1857, and until the above sum with interest from the date hereof is fully paid, and that the said Company shall retain out of the freight money which shall be payable by them to said Taylor out of each trip of said canal boats the sum of twenty dollars to be credited to said Taylor on the above indebtedness until the retentions so made shall amount to said sum of two hundred and fifty dollars, and the interest that may have accrued thereon that then if the retention of twenty dollars on each trip of each of said canal boats, shall amount , previously to October 1st, 1857, to the sum of two hundred and fifty dollars, and whatever interest may have accrued thereon, then these presents shall be void. And provided also that in default of payment, the said Cumberland Coal and Iron Co, its agent, attorney, or assigns, may sell the above mortgaged property for cash in the Town of Cumberland in front of the H. Nicholas Hotel, (having first given two weeks notice of such sale in some newspaper printed in the Town of Cumberland, and of the terms, place and time thereof) to the highest bidder at public sale. Witness my hand and seal this eighth day of January eighteen hundred and fifty-seven.

Test: Andrew Gonder

William E. Taylor {Seal}

State of Maryland, Allegany County, to wit:

Be it remembered, and it is hereby certified that on this 8th day of January in the year of our Lord 1857, before me the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany Co., personally appeared William E. Taylor, the above named and described mortgagor, and acknowledged the foregoing mortgage to be his act. In witness Whereof I have subscribed my name on the day and year first above written.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit:

On this 8th day of January in the year of our Lord 1857 personally appeared before the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County, B. W. Blocher agent of The Cumberland Coal and iron Co. and made oath on the Holy Evangely of Almighty God that the consideration in the foregoing or above mortgage is bone fide and true as therein set forth. In testimony whereof I have subscribed my name.

Andrew Gonder, J. P.