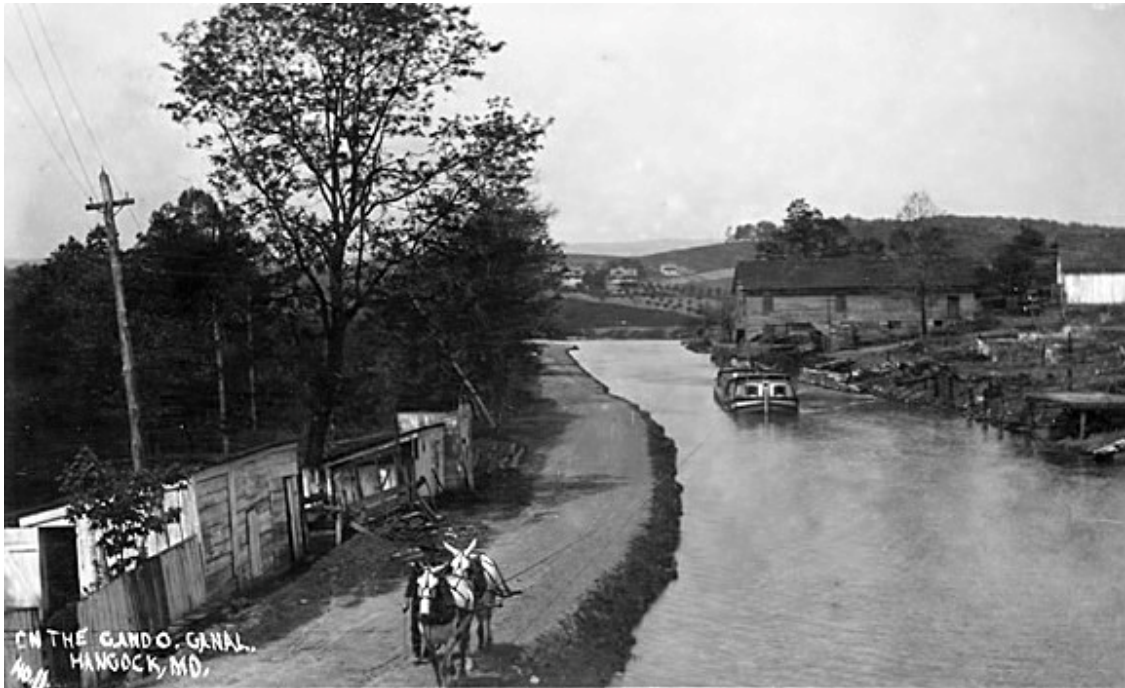


COMPILATION OF
RICHARD & MICHAEL COULEHAN
CANAL BOAT MORTGAGES
1871- 1879
ALLEGANY COUNTY, MD

Compiled by
William Bauman
C & O Canal Association Volunteer

AUGUST 2010

FRONTISPIECE



This canal boat was descending the canal at Hancock, MD based on the heavy draft. The boat was typical of the boats built in the R. & M. Coulehan Boatyard, Cumberland, MD and sold to Allegany County, MD buyers. National Park Service photograph.

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A. PREFACE

In doing research for a Thomas Little Family History, I discovered that Frederick Mertens, of Allegany County, had been the mortgagee for 39 canal boats in Washington County between 1858 and 1872. Mr. Mertens may well have been the mortgagee for additional canal boats in, for example, Allegany County or Frederick County, Maryland. After some research in the Allegany County Courthouse records the General Index to Miscellaneous Instruments (Vol. A to J and Vol. K to Z) was found and it was in that first volume that the following records for Richard & Michael Coulehan were found. Most of the records found were for canal boat mortgages, presumably for new boats built in the R. & M. Coulehan Boat Yard. However, two records were found for mortgages taken on built canal boats to pay for repairs, also presumably for repairs done at the R. & M. Coulehan Boat Yard. Then there was found the 1879 mortgage for the purchase of machinery installed in the steamer "Thomas Venners," which was built at the R. & M. Coulehan Boat Yard and sold to Patrick Gauley in 1876.

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

Volunteers and visitors are encouraged to read the enclosed mortgages as their time and interest permits. Feel free to send additional observations for the benefit of other volunteers and visitors.

William Bauman
Transcribed August 2010
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Richard & Michael Coulehan Canal Boat Mortgages 1871 - 1879, Allegany County, MD

Owner's Name	Book	Page	Date Recorded	Boat's Name	Purchase Cost	1 st installment	Subsequent installments
Martin O'Conner	33	489	7/27/1871	J. & T. Coulehan	\$1,200	\$40	\$40
John Myers	41	637	7/29/1874	George B. Oswald	\$1,100	\$35	\$35
J. V. L. McKaig	42	244	12/27/1873	Dr. R. S. McKaig	\$1,067	\$40	\$40
Charles M. Thomas	42	246	1/12/1874	Johnny & Tommy	\$974	\$35	\$35
Emanuel Hine	43	78	8/25/1874	Henry Loveridge	\$1,800	\$35	\$35
J. P. Troxell	44	485	3/25/1875	William H. Lowe	\$1,800	\$35	\$35
John F. Delaney	45	391	9/18/1875	John W. Harlow & Bros.	\$1,550	\$30	\$30
Charles V. Hammond	45	393	9/23/1875	W. H. Lowe	\$1,500	\$30	\$30
Charles V. Hammond	45	506	9/23/1875	George S. Young	\$1,500	\$30	\$30
William Cunningham	45	624	11/27/1875	Capt. L. H. Kuhn	\$1,600	\$30	\$30
Patrick Gauley	47	190	5/15/1876	Thomas Venners	\$1,840	\$30	\$30

Richard & Michael Coulehan Canal Boat Repair Mortgages

Hugh McPhillyny	47	124	4/18/1876	Mountain City	\$478.21	\$20	\$20
J. W. Pearce	48	596	5/30/1877	Cumberland	\$275	\$275	

Richard & Michael Coulehan Steam Machinery Mortgage

Richard Coulehan	53	215	8/20/1879	Thomas Venners	\$1150	\$25	\$25
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Allegany County Courthouse, Cumberland, MD, Deed Book 33, p 489, 9/5/1871.

At the request of Richard Coulehan and John Heff this mortgage was recorded Sept. 5, 1871.

This Mortgage made this 28th day of July 1871 between Martin O'Conner, party of the first part, and Richard Coulehan and John Heff, parties of the second part, of Allegany County, State of Maryland. 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. & T. Coulehan, and the sum of Twelve hundred dollars of the purchase money of said Canal Boat remains due and owing from said party of the first part to said parties of the second part, which sum, together with interest thereon from the date of this mortgage 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 sum of Forty dollars for each and every trip the said Boat shall make on the Canal from Cumberland to Georgetown, Washington or Alexandria; and the said party of the first part covenants that said Boat shall be run as a night and day Boat, and make three trips each month during the boating season on the Chesapeake and Ohio Canal, excepting such times as navigation may be prevented by breaks on said Canal or strikes at the mines; and the said parties of the second part shall have a right and are hereby authorized to demand and receive said forty dollars for each of said trips from the Company or persons freighting said Boat until the said twelve hundred dollars and interest are paid in full, and to receipt for the same. And Whereas the foregoing provisions were part of said Contract of Sale, and also the following, namely; that the said party of the first part shall use said Boat in freighting coal from Cumberland to Georgetown, Washington or Alexandria, in regular trips as a day and night boat with as much expedience and regularity as may be attained; and to line said Boat in the line of some Company regularly engaged in the shipping of coal from Cumberland to Georgetown, Alexandria or Washington City; and to freight the same at the lowest current rates which shall be paid by a principal Company shipping coal by Canal between said points; and to keep the said Boat at all times in good and proper condition and repair; and not to assign or make over, or by any act of deed, permit or offer said Boat to be assigned or made over to any person or persons without the consent in writing of said parties of the second part first had and obtained; all of which stipulations and provisions 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. And in order to secure to 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 the prompt and faithful performance of the covenants aforesaid, said party of the first part doth execute these presents. Now this Mortgage Witnesseth; that the said party of the first part, for and in consideration of the premises hath bargained and sold and by these presents doth bargain and sell unto the said parties of the second part and their assigns the said Canal Boat called J. & T. Coulehan, to have and to hold the same unto the said parties of the second part and their assigns forever; Provided that if the said party of the first part shall well and truly pay 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 said Twelve hundred dollars & interest 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 it shall be void; and provided further 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 & interest as hereinbefore provided, or in case of a failure to make regular trips as aforesaid with said Boat, or in case of a failure to fulfill or perform any of the covenants, stipulations or provisions contained in this

Mortgage to be done and performed by said party of the first part; then and in any way, case or event it shall and may be lawful for the said parties of the second part, or their assigns, to take immediate possession of said Boat and after ten days public notice of the time, place, manner and terms of sale published in a newspaper printed in the City of Cumberland, to sell said Canal Boat at public sale to the highest bidder for cash or on credit as they may deem best; and said sale to be made in the City of Cumberland; and out of the proceeds of said sale, pay first the expenses of the sale and advertisement and then the balance of said purchase money and interest in full (all of which shall become due and payable upon any default in payment of any installment or any violation of any covenant or stipulation in this Mortgage) and, the surplus if any shall be paid to the party of the first part. In Witness whereof the said Martin O'Conner hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. T. Flanagan
his
Martin X O'Conner
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty eighth day of July in the year 1871 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County aforesaid personally appeared Martin O'Conner & acknowledged the foregoing mortgage to be his act and deed; and at the same time and place before me also appeared Richard Coulehan one of the Mortgagees named in the foregoing mortgage and made oath on the Holy Evangely of Almighty God that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

H. T. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 41, p 637, 7/29/1874..

At the request of Richard & Michael Coulehan this mortgage was recorded July 29, 1874.

This Mortgage made this 9th day of June 1874 between John Myers, party of the first part, and Richard Coulehan and Michael Coulehan, parties of the second part, of Allegany County, State of Maryland. Whereas the said parties of the second part have this day sold to the said party of the first part the Canal Boat called George B. Oswald, and the sum of Eleven Hundred Dollars of the purchase money of said Canal Boat remains due and owing from said party of the first part to said parties of the second part, which sum, together with interest thereon from the date of this mortgage 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 sum of Thirty Five dollars for each and every trip the said Boat shall make on the Canal from Cumberland to Georgetown, Washington or Alexandria; and the said party of the first part covenants that said Boat shall be run as a night and day Boat, and make three trips each month during the boating season on the Chesapeake and Ohio Canal, excepting such times as navigation may be prevented by breaks on said Canal or strikes at the mines; and the said parties of the second part shall have a right and are hereby authorized to demand and receive said thirty five dollars for each of said trips from the Company or persons freighting said Boat until the said Eleven Hundred Dollars and Interest are paid in full, and to receipt for the same. And Whereas the foregoing provisions were part of said Contract of Sale, and also the following, namely that the said party of the first part shall use said Boat in freighting coal from Cumberland to Georgetown, Washington or Alexandria, in regular trips as a day and night boat with as much expedience and regularity as can be attained; and to line said Boat in the line of some Company regularly engaged in the shipping of coal from Cumberland to Georgetown, Alexandria or Washington City; and to freight the same at the lowest current rates which shall be paid by the principal Company shipping coal by Canal between said points; and to keep the said Boat at all times in good and proper condition and repair; and not to assign or make over, or by any act or deed, permit or suffer said Boat to be assigned or made over to any person or persons without the consent in writing of said parties of the second part first have and obtained; all of which stipulations and provisions 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. And in order to secure to 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 the prompt and faithful performance of the covenants aforesaid, said party of the first part doth execute these presents. Now this Mortgage Witnesseth; that the said party of the first part, for and in consideration of the premises hath bargained and sold and by these presents doth bargain and sell unto the said parties of the second part and their assigns the said Canal Boat called George B. Oswald, to have and to hold the same unto the said parties of the second part and their assigns forever; Provided that if the said party of the first part shall well and truly pay 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 said Eleven Hundred Dollars & interest shall be fully paid; and if the said party of the first part shall well and truly do and perform all the covenants on his part to be done and performed, as set forth in this Mortgage, then it shall be void; and provided further 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 & interest as hereinbefore provided, or in case of a failure to make regular trips as aforesaid with said Boat, or in case of a failure to fulfill or perform any of the covenants,

stipulations or provisions contained in this Mortgage to be done and performed by said party of the first part; then and in any such case or event it shall and may be lawful for the said parties of the second part, or their assigns, to take immediate possession of said Boat and after ten days public notice of the time, place, manner and terms of sale published in a newspaper printed in the City of Cumberland, to sell said Canal Boat at public sale to the highest bidder for cash or on credit as they may deem best; and said sale to be made in the City of Cumberland; and out of the proceeds of said sale, pay first the expenses of the sale and advertisement and then the balance of said purchase money and interest in full (all of which shall become due and payable upon any default in payment of any installment or any violation of any covenant or stipulation in this Mortgage) and the surplus if any shall be paid to the party of the first part. In Witness whereof the said John Myers hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder

John Myers {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 14th day of July in the year 1874 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County aforesaid personally appeared John Myers and acknowledged the foregoing mortgage to be his act and deed; and at the same time and place before me also appeared Richard Coulehan one of the Mortgagees named in the foregoing mortgage and made oath on the Holy Evangely of Almighty God that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

Andrew Gonder, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 42, p 244, 12/27/1873.

At the request of Richard Coulehan this mortgage was recorded Dec. 17, 1873.

This Mortgage made this 22nd day of Dec 1873 between John V. L. McKaig, party of the first part, and Richard Coulehan, party of the second part, of Allegany County, State of Maryland. Whereas the said party of the second part has this day sold to the said party of the first part the Canal Boat called Dr. R. S. McKaig, and the sum of Ten Hundred & Sixty Seven Dollars & Seventy six cents of the purchase money of said Canal Boat remains due and owing from said party of the first part to said party of the second part, which sum, together with interest thereon from the date of this mortgage the said party of the first part is to pay to the said party of the second part in installments and in the manner and upon the terms hereinafter mentioned, to wit: The sum of Forty dollars for each and every trip the said Boat shall make on the Canal from Cumberland to Georgetown, Washington or Alexandria; and the said party of the first part covenants that said Boat shall be run as a night and day Boat during the boating season on the Chesapeake and Ohio Canal, excepting such times as navigation may be prevented by breaks on said Canal or strikes at the mines; and the said party of the second part shall have a right and are hereby authorized to demand and receive forty dollars for each of said trips from the Company or persons freighting said Boat until the said ten hundred & sixty seven dollars and seventy six cents and interest are paid in full, and to receipt for the same. And Whereas the foregoing provisions were part of the said Contract of Sale, and also the following, namely that the said party of the first part shall use said Boat in freighting coal from Cumberland to Georgetown, Washington or Alexandria, in regular trips as a day and night boat with as much expedience and regularity as can be attained; and to line said Boat in the line of some Company regularly engaged in the shipping of coal from Cumberland to Georgetown, Alexandria or Washington City; and to freight the same at the lowest current rates which shall be paid by the principal companies shipping coal by Canal between said points; and to keep the said Boat at all times in good & proper condition and repair; and not to assign or make over, or by any act or deed, permit or suffer said Boat to be assigned or made over to any person or persons without the consent in writing of said party of the second part first had and obtained; all of which stipulations and provisions the said party of the first part hereby covenants and agrees with the said party of the second part and his assigns to fulfill and perform. And in order to secure to the said party of the second part and his assigns the regular and due payment of each and every installment of the said purchase money and the prompt and faithful performance of the covenants aforesaid, said party of the first part doth execute these presents. Now this Mortgage Witnesseth; that the said party of the first part, for and in consideration of the premises hath bargained and sold and by these presents doth bargain and sell unto the said party of the second part and his assigns the said Canal Boat called Dr. R. S. McKaig, to have and to hold the same unto the said party of the second part and his assigns forever; Provided that if the said party of the first part shall well and truly pay the said party of the second part or his assigns the aforesaid installments of purchase money, upon each and every trip as aforesaid until the said Ten Hundred and Sixty Seven Dollars & seventy six cents and interest shall be fully paid; and if the said party of the first part shall well and truly do & perform all the covenants on his part to be done and performed, as set forth in this Mortgage, then it shall be void; and provided further 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 and interest as hereinbefore provided, or in case of a failure to make regular trips as aforesaid with said Boat, or in case of a failure to fulfill or perform any of the covenants,

stipulations or provisions contained in this Mortgage to be done and performed by said party of the first part; then and in any such case or event it shall & may be lawful for the said party of the second part, or his assigns, to take immediate possession of said Boat and after ten days notice of the time, place, manner and terms of sale published in a newspaper printed in the City of Cumberland, to sell said Canal Boat at public sale to the highest bidder for cash or on credit as they may deem best; and said sale to be made in the City of Cumberland; and out of the proceeds of said sale, pay first the expenses of the sale and advertisement and then the balance of said purchase money and interest in full (all of which shall become due and payable upon any default in payment of any installment or any violation of any covenant or stipulation in this Mortgage) and the surplus if any shall be paid to the party of the first part. In Witness whereof the said John V. L. McKaig hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

John V. L. McKaig {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty second day of December in the year 1873 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County aforesaid personally appeared John V. L. McKaig and acknowledged the foregoing mortgage to be his act and deed; and at the same time and place before me also appeared Richard Coulehan one of the Mortgagees named in the foregoing mortgage and made oath on the Holy Evangely of Almighty God that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 42, p 246, 1/12/1874.

At the request of Richard Coulehan this mortgage was recorded Jan. 12th 1874.

This Mortgage made this 9th day of January 1874 between Charles M. Thomas, party of the first part, and Richard Coulehan, party of the second part, of Allegany County, State of Maryland. Whereas the said party of the second part has this day sold to the said party of the first part the Canal Boat called Johnny & Tommy, and the sum of Nine Hundred & Seventy Four Dollars & ninety six cents of the purchase money [of] said Canal Boat remains due and owing [from] said party of the first part to the said party of the second part, which sum, together with interest thereon from the date of this Mortgage the said party of the first part is to pay to the said party of the second part in installments and in the manner and upon the terms hereinafter mentioned, to wit: The sum of thirty five dollars for each and every trip the said Boat shall make on the Canal from Cumberland to Georgetown, Washington or Alexandria; and the said party of the first part covenants that said Boat shall be run as a night and day Boat during the boating season on the Chesapeake & Ohio Canal, excepting such times as navigation may be prevented by breaks on said Canal or strikes at the mines; and the said party of the second part shall have a right and are hereby authorized to demand & receive thirty five dollars for each of said trips from the Company or persons freighting said Boat until the said nine hundred & seventy four dollars and ninety six cents and interest are paid in full, and to receipt for the same. And Whereas the foregoing provisions were part of the said Contract of Sale, and also the following, namely that the said party of the first part shall use said Boat in freighting coal from Cumberland to Georgetown, Washington or Alexandria, in regular trips as a day and night Boat with as much expedience and regularity as can be attained; and to line said Boat in the line of some Company regularly engaged in the shipping of coal from Cumberland to Georgetown, Alexandria or Washington City; and to freight the same at the lowest current rates which shall be paid by the principal companies shipping coal by Canal between said points; and to keep the said Boat at all times in good & proper condition and repair; and not to assign or make over, or by any act or deed, permit or suffer said Boat to be assigned or made over to any person or persons without the consent in writing of said party of the second part first had and obtained; all of which stipulations and provisions the said party of the first part hereby covenants and agrees with the said party of the second part and his assigns to fulfill and perform. And in order to secure to the said party of the second part and his assigns the regular and due payment of each and every installment of said purchase money and the prompt and faithful performance of the covenants aforesaid, said party of the first part doth execute these presents. Now this Mortgage Witnesseth; that the said party of the first part, for and in consideration of the premises hath bargained & sold and by these presents doth bargain and sell unto the said party of the second part and his assigns the said Canal Boat called Johnny & Tommy, to have and to hold the same unto the said party of the second part & his assigns forever; Provided that if the said party of the first part shall well and truly pay the said party of the second part or his assigns the aforesaid installments of purchase money upon each and every trip as aforesaid until the said Nine Hundred and Seventy Four Dollars & ninety six cents and interest shall be fully paid; and if the said party of the first part shall well and truly do and perform all the covenants on his part to be done and performed, as set forth in this Mortgage, then it shall be void; and provided further 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 and interest as hereinbefore provided, or in case of a failure to make regular trips as aforesaid with said Boat, or in case of a failure to fulfill or perform any of the covenants,

stipulations or provisions contained in this Mortgage to be done and performed by said party of the first part; then and in any such case or event it shall & may be lawful for the said party of the second part, or his assigns, to take immediate possession of said Boat and after ten days public notice of the time, place, manner and terms of sale published in a newspaper printed in the City of Cumberland, to sell said Canal Boat at public sale to the highest bidder for cash or on credit as they may deem best; and said sale to be made in the City of Cumberland; and out of the proceeds of said sale, pay first the expenses of the sale & advertisement, and then the balance of said purchase money and interest in full (all of which shall become due and payable upon any default in payment of any installment or any violation of any covenant or stipulation in this Mortgage) and the surplus if any shall be paid to the party of the first part. In Witness whereof the said Charles M. Thomas hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan

C. M. Thomas {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 9th day of January in the year 1874 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County aforesaid personally appeared Charles M. Thomas and acknowledged the foregoing mortgage to be his act and deed; and at the same time and place before me also appeared Richard Coulehan one of the Mortgagees named in the foregoing mortgage and made oath on the Holy Evangely of Almighty God that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 43, p 78, 8/25/1874.

At the request of R. & M. Coulehan this mortgage was recorded August 25th 1874.

This Mortgage made this 12th day of August 1874 between Emanuel Hine, party of the first part, and R. & M. Coulehan, parties of the second part, of Allegany County, State of Maryland. Whereas the said parties of the second part have this day sold to the said party of the first part the Canal Boat called Henry Loveridge, and the sum of Eighteen Hundred Dollars of the purchase money of said Canal Boat remains due and owing from said party of the first part to said parties of the second part, which sum, together with interest thereon from the date of this Mortgage 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 sum of thirty five dollars for each and every trip the said Boat shall make on the Canal from Cumberland to Georgetown, Washington or Alexandria; and the said party of the first part covenants that said Boat shall be run as a night and day Boat, and make three trips each month during the boating season on the Chesapeake & Ohio Canal, excepting such times as navigation may be prevented by breaks on said Canal or strikes at the mines; and the said parties of the second part shall have a right and are hereby authorized to demand & receive thirty five dollars for each of said trips from the Company or persons freighting said Boat until the said eighteen hundred dollars and interest are paid in full, and to receipt for the same. And Whereas the foregoing provisions were part of the said Contract of Sale, and also the following, namely that the said party of the first part shall use said Boat in freighting coal from Cumberland to Georgetown, Washington or Alexandria, in regular trips as a day and night Boat with as much expedition and regularity as can be attained; and to line said Boat in the line of some Company regularly engaged in the shipping of coal from Cumberland to Georgetown, Alexandria or Washington City; and to freight the same at the lowest current rates which shall be paid by the principal companies shipping coal by Canal between said points; and to keep the said Boat at all times in good & proper condition and repair; and not to assign or make over, or by any act or deed, permit or suffer said Boat to be assigned or made over to any person or persons without the consent in writing of said parties of the second part first had and obtained; all of which stipulations and provisions 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. And in order to secure to the said parties of the second part & their assigns the regular and due payment of each and every installment of said purchase money and the prompt and faithful performance of the covenants aforesaid, said party of the first part doth execute these presents. Now this Mortgage Witnesseth; that the said party of the first part, for and in consideration of the premises hath bargained and sold and by these presents doth bargain and sell, unto the said parties of the second part, and their assigns, the said Canal Boat called Henry Loveridge, to have and to hold the same unto the said parties of the second part & their assigns forever; Provided that if the said party of the first part shall well and truly pay 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 said eighteen hundred dollars and interest shall be fully paid; and if the said party of the first part shall well and truly do and perform as set forth in this mortgage, then it shall be void; and provided further 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 and interest as hereinbefore provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a failure to fulfill or perform any of the covenants, stipulations or provisions contained in this mortgage to be done and performed by said party of the first part; then and in

any such case or event it shall and may be lawful for the said parties of the second part, or their assigns, to take immediate possession of said Boat and after ten days public notice of the time, place, manner and terms of sale published in a newspaper printed in the City of Cumberland, to sell said Canal Boat at public sale to the highest bidder for cash or on credit as they may deem best; and said sale to be made in the City of Cumberland; and out of the proceeds of said sale, pay first the expenses of the sale & advertisement, and then the balance of said purchase money and interest in full (all of which shall become due and payable upon any default in payment of any installment or any violation of any covenant or stipulation in this Mortgage) and the surplus if any shall be paid to the party of the first part. In Witness whereof the said Emanuel Hine hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: J. Wm. Jones

Emanuel Hine {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty-eighth day of October in the year 1874 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County aforesaid personally appeared Emanuel Hine and acknowledged the foregoing Mortgage to be his act and deed; and at the same time and place before me also appeared Richard Coulehan one of the Mortgagees named in the foregoing mortgage and made oath on the Holy Evangely of Almighty God that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

J. Wm. Jones, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 44, p 485, 3/25/1875.

At the request of R. & M. Coulehan this mortgage was recorded March 25th 1875.

This Mortgage made this 14th day of October 1874 between J. P. Troxell, party of the first part, and R. & M. Coulehan, parties of the second part, of Allegany County, State of Maryland. Whereas the said parties of the second part have this day sold to the said party of the first part the Canal Boat called William H. Lowe, and the sum of Eighteen Hundred Dollars of the purchase money of said Canal Boat remains due and owing from said party of the first part to said parties of the second part, which sum, together with interest thereon from the date of this mortgage, 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 sum of Thirty five dollars for each and every trip the said Boat shall make on the Canal from Cumberland to Georgetown, Washington or Alexandria; and the said party of the first part covenants that said Boat shall be run as a night and day Boat, and make three trips each month during the boating season on the Chesapeake & Ohio Canal, excepting such times as navigation may be prevented by breaks on the Canal or strikes at the mines; and the said parties of the second part shall have a right and are hereby authorized to demand & receive said Thirty five dollars for each of said trips from the Company or persons freighting said Boat until the said eighteen hundred dollars and interest are paid in full, and to receipt for the same. And Whereas the foregoing provisions were part of the said Contract of Sale, and also the following, namely that the said party of the first part shall use said Boat in freighting coal from Cumberland to Georgetown, Washington or Alexandria, in regular trips as a night and day boat with as much expedition and regularity as can be attained; and to line said Boat in the line of some Company regularly engaged in the shipping of coal from Cumberland to Georgetown, Alexandria or Washington City; and to freight the same at the lowest current rates which shall be paid by the principal companies shipping coal by Canal between said points; and to keep the said Boat at all times in good & proper condition and repair; and not to assign or make over, or by any act or deed, permit or suffer said Boat to be assigned or made over to any person or persons without the consent in writing of said parties of the second part first had and obtained; all of which stipulations and provisions 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. And in order to secure to the said parties of the second part & their assigns the regular and due payment of each and every installment of said purchase money and the prompt and faithful performance of the covenants aforesaid, said party of the first part doth execute these presents. Now this Mortgage Witnesseth; that the said party of the first part, for and in consideration of the premises hath bargained & sold and by these presents doth bargain and sell the said Canal Boat called William H. Lowe, to have and to hold the same unto the said parties of the second part & their assigns forever; Provided that if the said party of the first part shall well and truly pay 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 said Eighteen Hundred Dollars and interest shall be fully paid; and if the said party of the first part shall well and truly do and perform all the covenants on his part to be done and performed, as set forth in this Mortgage, then it shall be void; and provided further 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 and interest as hereinbefore provided, or in case of a failure to make regular trips as aforesaid with said Boat, or in case of a failure to fulfill or perform any of the covenants, stipulations or provisions contained in this Mortgage to be done and performed by said party of the first part; then and in

any such case or event it shall and may be lawful for the said parties of the second part, or their assigns, to take immediate possession of said Boat and after ten days public notice of the time, place, manner and terms of sale published in a newspaper printed in the City of Cumberland, to sell said Canal Boat at public sale to the highest bidder for cash or on credit as they may deem best; and said sale to be made in the City of Cumberland; and out of the proceeds of said sale, pay first the expenses of the sale & advertisement, and then the balance of said purchase money and interest in full (all of which shall become due and payable upon any default in payment of any installment or any violation of any covenant or stipulation in this Mortgage) and the surplus if any shall be paid to the party of the first part. In Witness whereof the said J. P. Troxell hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder

John P. Troxell {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty-fourth day of August in the year 1874 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County aforesaid personally appeared John P. Troxell and acknowledged the foregoing Mortgage to be his act and deed; and at the same time and place before me also appeared Richard Coulehan one of the Mortgagees named in the foregoing mortgage and made oath on the Holy Evangely of Almighty God that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

Andrew Gonder, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 45, p 391, 9/18/1875.

At the request of Richard & Michael Coulehan this mortgage was recorded Sept. 18th 1875.

This Mortgage made this 17th day of September 1875 between John F. Delaney, party of the first part, and Richard & Michael Coulehan, parties of the second part, of Allegany County, State of Maryland. 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 W. Harlow & Brothers, and the sum of Fifteen hundred and fifty dollars of the purchase money of said Canal Boat remains due and owing from said party of the first part to said parties of the second part, which sum, together with interest thereon from the date of this Mortgage, 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 sum of Thirty dollars for each and every trip the said Boat shall make on the Canal from Cumberland to Georgetown, Washington or Alexandria; and the said party of the first part covenants that said Boat shall be run as a night and day Boat, and make three trips each month during the boating season on the Chesapeake & Ohio Canal, excepting such times as navigation may be prevented by breaks on said Canal or strikes at the mines; and the said parties of the second part shall have a right and are hereby authorized to demand & receive thirty dollars for each of said trips from the Company or persons freighting said Boat until the said fifteen hundred and fifty dollars and interest are paid in full, and to receipt for the same. And Whereas the foregoing provisions were part of the said contract of sale, and also the following, namely that the said party of the first part shall use said Boat in freighting coal from Cumberland to Georgetown, Washington or Alexandria, in regular trips as a day and night Boat with as much expedition and regularity as can be attained; and to line said Boat in the line of some Company regularly engaged in the shipping of coal from Cumberland to Georgetown, Alexandria or Washington City; and to freight the same at the lowest current rates which shall be paid by the principal Companies shipping coal by Canal between said points; and to keep the said Boat at all times in good & proper condition and repair; and not to assign or make over, or by any act or deed, permit or suffer said Boat to be assigned or made over to any person or persons without the consent in writing of said parties of the second part first had and obtained; all of which stipulations and provisions 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. And in order to secure to the said party of the second part and their assigns the regular and due payment of each and every installment of said purchase money and the prompt and faithful performance of the covenants aforesaid, said party of the first part doth execute these presents. Now this Mortgage Witnesseth; that the said party of the first part, for and in consideration of the premises hath bargained and sold and by these presents doth bargain and sell unto the said parties of the second part, and their assigns, the said Canal Boat called John W. Harlow & Brothers, to have and to hold the same unto the said parties of the second part, or their assigns, forever; Provided that if the said party of the first part shall well and truly pay 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 said Fifteen hundred and fifty dollars and interest shall be fully paid; and if the said party of the first part shall well and truly do and perform all the covenants on his part to be done and performed, as set forth in this Mortgage, then it shall be void; and provided further 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 and interest as hereinbefore provided, or in case of a failure to make regular trips as aforesaid with said Boat, or in case of a failure to fulfill or perform any of the covenants,

stipulations or provisions contained in this Mortgage to be done and performed by said party of the first part; then and in any such case or event it shall and may be lawful for the said parties of the second part, or their assigns, to take immediate possession of said Boat and after ten days public notice of the time, place, manner and terms of sale published in a newspaper printed in the City of Cumberland, to sell said Canal Boat at public sale to the highest bidder for cash or on credit as they may deem best; and said sale to be made in the City of Cumberland; and out of the proceeds of said sale, pay first the expenses of the sale & advertisement, and then the balance of said purchase money and interest in full (all of which shall become due and payable upon any default in payment of any installment or any violation of any covenant or stipulation in this Mortgage) and the surplus if any shall be paid to the party of the first part. In Witness whereof the said John F. Delaney hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder

his

John F. X Delaney {Seal}
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this 17th day of September 1875 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County aforesaid personally appeared John F. Delaney and acknowledged the foregoing Mortgage to be his act and deed; and at the same time and place before me also appeared Richard Coulehan one of the Mortgagees named in the foregoing mortgage and made oath on the Holy Evangely of Almighty God that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

Andrew Gonder, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 45, p 393, 9/23/1875.

At the request of Richard & Michael Coulehan this Mortgage was recorded Sept. 23rd 1875.

This Mortgage made this 21st day of September 1875 between Charles V. Hammond, party of the first part, and Richard Coulehan & Michael Coulehan, parties of the second part, of Allegany County, State of Maryland. Whereas the said parties of the second part have this day sold to the said party of the first part the Canal Boat called W. H. Lowe, and the sum of Fifteen Hundred Dollars of the purchase money of said Canal Boat remains due and owing from said party of the first part to said parties of the second part; Which sum together with interest thereon from the date of this Mortgage 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 sum of Thirty dollars for each and every trip the said Boat shall make on the Canal from Cumberland to Georgetown, Washington or Alexandria; and the said party of the first part covenants that said Boat shall be run as a night and day Boat, and make three trips each month during the boating season on the Chesapeake & Ohio Canal, excepting such times as navigation may be prevented by breaks on said Canal or strikes at the mines; and the said parties of the second part shall have a right and are hereby authorized to demand & receive thirty dollars for each of said trips from the Company or persons freighting said Boat until the said Fifteen Hundred Dollars and interest are paid in full, and to receipt for the same. And Whereas the foregoing provisions were part of the said Contract of Sale, and also the following, namely that the said party of the first part shall use said Boat in freighting coal from Cumberland to Georgetown, Washington or Alexandria, in regular trips as a day and night Boat with as much expedition and regularity as can be attained; and to line said Boat in the line of some Company regularly engaged in the shipping of coal from Cumberland to Georgetown, Alexandria or Washington City; and to freight the same at the lowest current rates which shall be paid by the principal companies shipping coal by Canal between said points; and to keep the said Boat at all times in good and proper condition and repair; and not to assign or make over, or by any act or deed, permit or suffer said Boat to be assigned or made over to any person or persons without the consent in writing of said parties of the second part first had and obtained; all of which stipulations and provisions 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. And in order to secure to 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 the prompt and faithful performance of the covenants aforesaid, said party of the first part doth execute these presents. Now this Mortgage Witnesseth; that the said party of the first part, for and in consideration of the premises hath bargained and sold and by these presents doth bargain and sell unto the said parties of the second part, and their assigns, the said Canal Boat called W. H. Lowe, to have and to hold the same unto the said parties of the second part and their assigns forever; Provided that if the said party of the first part shall well and truly pay 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 said Fifteen hundred dollars & interest shall be fully paid; and if the said party of the first part shall well and truly do and perform all the covenants on his part to be done and performed, as set forth in this Mortgage, then it shall be void; and provided further 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 & interest as hereinbefore provided, or in case of a failure to make regular trips as aforesaid with said Boat, or in case of a failure to fulfill or perform any of the covenants, stipulations or provisions contained in this Mortgage to be done

and performed by said party of the first part; then and in any such case or event it shall and may be lawful for the said parties of the second part, or their assigns, to take immediate possession of said Boat and after ten days public notice of the time, place, manner and terms of sale published in a newspaper printed in the City of Cumberland, to sell said Canal Boat at public sale to the highest bidder for cash or on credit as they may deem best; and said sale to be made in the City of Cumberland; and out of the proceeds of said sale, pay first the expenses of the sale and advertisement, and then the balance of said purchase money and interest in full (all of which shall become due and payable upon any default in payment of any installment or any violation of any covenant or stipulation in this Mortgage) and the surplus if any shall be paid to the party of the first part. In Witness whereof the said Charles V. Hammond hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder

C. V. Hammond {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 21st day of September in the year 1875 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County aforesaid personally appeared Charles V. Hammond and acknowledged the foregoing mortgage to be his act and deed; and at the same time and place before me also appeared Richard Coulehan one of the Mortgagees named in the foregoing mortgage and made oath on the Holy Evangely of Almighty God that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

Andrew Gonder, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 45, p 506, 9/23/1875.

At the request of Richard & Michael Coulehan this mortgage was recorded Sept. 23rd 1875.

This Mortgage made this 21st day of September 1875 between Charles V. Hammond, party of the first part, and Richard Coulehan & Michael Coulehan, parties of the second part, of Allegany County, State of Maryland. Whereas the said parties of the second part have this day sold to the said party of the first part the Canal Boat called George S. Young, and the sum of Fifteen Hundred Dollars of the purchase money of said Canal Boat remains due and owing from said party of the first part to said parties of the second part, which sum, together with interest thereon from the date of this Mortgage 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 sum of Thirty dollars for each and every trip the said Boat shall make on the Canal from Cumberland to Georgetown, Washington or Alexandria; and the said party of the first part covenants that said Boat shall be run as a night and day Boat, and make three trips each month during the boating season on the Chesapeake & Ohio Canal, excepting such times as navigation may be prevented by breaks on said Canal or strikes at the mines; and the said parties of the second part shall have a right and are hereby authorized to demand & receive said thirty dollars for each of said trips from the Company or persons freighting said Boat until the said Fifteen hundred dollars and interest are paid in full, and to receipt for the same. And Whereas the foregoing provisions were part of the said Contract of Sale, and also the following, namely that the said party of the first part shall use said Boat in freighting coal from Cumberland to Georgetown, Washington or Alexandria, in regular trips as a day and night Boat with as much expedition and regularity as can be attained; and to line said Boat in the line of some Company regularly engaged in the shipping of coal from Cumberland to Georgetown, Alexandria or Washington City; and to freight the same at the lowest current rates which shall be paid by the principal Companies shipping coal by Canal between said points; and to keep the said Boat at all times in good and proper condition and repair; and not to assign or make over, or by any act or deed, permit or suffer said Boat to be assigned or made over to any person or persons without the consent in writing of said parties of the second part first had and obtained; all of which stipulations and provisions 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. And in order to secure to the said party of the second part and their assigns the regular and due payment of each and every installment of said purchase money and the prompt and faithful performance of the covenants aforesaid, said party of the first part doth execute these presents. Now this Mortgage Witnesseth; that the said party of the first part, for and in consideration of the premises hath bargained and sold and by these presents doth bargain and sell unto the said parties of the second part, and their assigns, the said Canal Boat called George S. Young, to have and to hold the same unto the said parties of the second part and their assigns forever; provided that if the said party of the first part shall well and truly pay 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 said Fifteen Hundred dollars and interest shall be fully paid; and if the said party of the first part shall well and truly do and perform all the covenants on his part to be done and performed, as set forth in this Mortgage, then it shall be void; and provided further 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 and interest as hereinbefore provided, or in case of a failure to make regular trips as aforesaid with said Boat, or in case of a failure to fulfill or perform any of the covenants, stipulations or

provisions contained in this mortgage to be done and performed by said party of the first part; then and in any such case or event it shall and may be lawful for the said parties of the second part, or their assigns, to take immediate possession of said Boat and after ten days public notice of the time, place, manner and terms of sale published in a newspaper printed in the City of Cumberland, to sell said Canal Boat at public sale to the highest bidder for cash or on credit as they may deem best; and said sale to be made in the City of Cumberland; and out of the proceeds of said sale, pay first the expenses of the sale & advertisement, and then the balance of said purchase money and interest in full (all of which shall become due and payable upon any default in payment of any installment or any violation of any covenant or stipulation in this Mortgage) and the surplus if any shall be paid to the party of the first part. In Witness whereof the said Charles V. Hammond hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder

C. V. Hammond {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 21st day of September in the year 1875 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County aforesaid personally appeared Charles V. Hammond and acknowledged the foregoing Mortgage to be his act and deed; and at the same time and place before me also appeared Richard Coulehan one of the Mortgagees named in the foregoing mortgage and made oath on the Holy Evangely of Almighty God that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

Andrew Gonder, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 45, p 624, 11/27/1875.

At the request of Richard & Michael Coulehan this mortgage was recorded Nov. 27th 1875.

This Mortgage made this 13th day of November 1875 between William Cunningham, party of the first part, and Richard Coulehan & Michael Coulehan, parties of the second part, of Allegany County, State of Maryland. Whereas the said parties of the second part have this day sold to the said party of the first part the Canal Boat called Capt. L. H. Kuhn, and the sum of Sixteen Hundred Dollars of the purchase money of said Canal Boat remains due and owing from said party of the first part to said parties of the second part, which sum, together with interest thereon from the date of this Mortgage, 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 sum of Thirty Dollars for each and every trip the said Boat shall make on the Canal from Cumberland to Georgetown, Washington or Alexandria; and the said party of the first part covenants that said Boat shall be run as a night and day Boat, and make three trips each month during the boating season on the Chesapeake & Ohio Canal, excepting such times as navigation may be prevented by breaks on said Canal or strikes at the mines; and the said parties of the second part shall have a right and are hereby authorized to demand & receive Thirty dollars for each of said trips from the Company or persons freighting said Boat until the said Sixteen Hundred dollars and interest are paid in full, and to receipt for the same. And Whereas the foregoing provisions were part of the said Contract of Sale, and also the following, namely that the said party of the first part shall use said Boat in freighting coal from Cumberland to Georgetown, Washington or Alexandria, in regular trips as a day and night Boat with as much expedition and regularity as can be attained; and to line said Boat in the line of some Company regularly engaged in the shipping of coal from Cumberland to Georgetown, Alexandria or Washington City; and to freight the same at the lowest current rates which shall be paid by the principal Companies shipping coal by Canal between said points; and to keep the said Boat at all times in good & proper condition and repair; and not to assign or make over, or by any act or deed, permit or suffer said Boat to be assigned or made over to any person or persons without the consent in writing of said parties of the second part first had and obtained; all of which stipulations and provisions 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. And in order to secure to 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 the prompt and faithful performance of the covenants aforesaid, said party of the first part doth execute these presents. Now this Mortgage Witnesseth; that the said party of the first part, for and in consideration of the premises hath bargained and sold and by these presents doth bargain and sell, unto the parties of the second part, and their assigns, the said Canal Boat called Capt. L. H. Kuhn to have and to hold the same unto the said parties of the second part and their assigns forever; Provided that if the said party of the first part shall well and truly pay 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 said Sixteen Hundred Dollars and interest shall be fully paid; and if the said party of the first part shall well and truly do and perform all the covenants on his part to be done and performed, as set forth in this Mortgage, then it shall be void; and provided further 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 and interest as hereinbefore provided, or in case of a failure to make regular trips as aforesaid with said Boat, or in case of a failure to fulfill or perform any of the covenants,

stipulations or provisions contained in this Mortgage to be done and performed by said party of the first part; then & in any such case or event it shall & may be lawful for the said parties of the second part, or their assigns, to take immediate possession of said Boat and after ten days public notice of the time, place, manner and terms of sale published in a newspaper printed in the City of Cumberland, to sell said Canal Boat at public sale to the highest bidder for cash or on credit as they may deem best; and said sale to be made in the City of Cumberland; and out of the proceeds of said sale, pay first the expenses of the sale & advertisement, and then the balance of said purchase money and interest in full (all of which shall become due and payable upon any default in payment of any installment or any violation of any covenant or stipulation in this Mortgage) and the surplus if any shall be paid to the party of the first part. In Witness whereof the said William Cunningham hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder

W. H. Cunningham {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 12th day of November 1875 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County aforesaid personally appeared Wm. Cunningham and acknowledged the foregoing Mortgage to be his act and deed; and at the same time & place before me also appeared Richard Coulehan one of the Mortgagees named in the foregoing mortgage and made oath on the Holy Evangely of Almighty God that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

Andrew Gonder, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 47, p 124, 4/18/1876.

At the request of R. & M. Coulehan this mortgage was recorded April 18th 1876.

This Mortgage made this seventeenth day of April in the year eighteen hundred and seventy six by me Hugh McPhillemy of Allegany County, State of Maryland. Witnesseth that in consideration of the sum of four hundred and seventy eight dollars and twenty one cents, now due and owing from me, the said Hugh McPhillemy to Richard Coulehan and Michael Coulehan, partners doing business under the firm name and style of R. & M. Coulehan, said sum being due for repairs upon the Canal Boat called Mountain City, I the said Hugh McPhillemy do hereby bargain and sell unto the said Richard Coulehan and Michael Coulehan, partners as aforesaid, the following property, namely the Canal Boat called Mountain City, provided that if the said Hugh McPhillemy, my heirs, executors, administrators and assigns shall pay the said sum of four hundred and seventy eight dollars and twenty one cents with the interest thereon in the manner and at the terms hereinafter set forth, and shall perform the covenants and obligations hereinafter mentioned to be done and performed by me, then this mortgage shall be void; And the said Hugh McPhillemy covenants, promises and agrees with the said Richard Coulehan and Michael Coulehan, partners as aforesaid, to bring to them, the survivor of them or their assigns, the said sum of four hundred and seventy eight dollars and twenty one cents and the interest thereon from this date in regular installments of twenty dollars per trip for each and every trip said Canal Boat shall make until said sum and the interest thereon shall be fully paid, except the last trip which shall be eighteen dollars and twenty one cents and the interest that shall be then due and unpaid. And the said Hugh McPhillemy does also covenant, promise and agree that I will use said Canal 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 will put and keep said Canal Boat on the line of some Coal Company shipping its coal upon said Canal to said points or some one of said points and will receive the loads of said coal promptly, at each trip, with the coal of whatever Company in whose service said Canal Boat may be and will keep said Boat in good repair during the continuance of this mortgage. And I do also covenant and agree that the said Richard Coulehan and Michael Coulehan, partners as aforesaid, the survivor of them, their assigns, may collect the said sum of twenty dollars per trip, and all moneys to be paid under this mortgage from the Agent of whatever Coal Company in whose service said Canal Boat may be and I hereby authorize such Agent to retain at the end of each trip or at whatever time my freight may be due, the said sum above mentioned and pay the same to the said Richard Coulehan and Michael Coulehan, partners as aforesaid, the survivor of them, or their assigns. And I do also covenant and agree that I will do no act by which said Richard Coulehan and Michael Coulehan, the survivor of them, or their assigns may be delayed or hindered in collecting said sum at the times and in the manner above set forth. And provided further that if I shall make default in payment of said sum of four hundred and seventy eight dollars and twenty one cents and the interest thereon in the manner and at the times above set forth or shall do any act by which the said mortgagee or survivor of them or their assigns shall be delayed or hindered in receiving and collecting the said trippage in the manner set forth, or shall fail to perform any of the covenants and obligations herein set forth, then it shall be lawful for the said mortgagees, the survivor of them, their certain Attorney or assigns, to take immediate possession of said Canal Boat and sell the same at public sale for cash in the City of Cumberland after giving at least twenty days public notice of the time, place, manner and terms of sale by advertisement in some newspaper published in the City of

Cumberland and apply the proceeds of sale, in the first place to the expenses of said sale, and then to the payment of as much of said sum of four hundred and seventy eight dollars and twenty one cents and the interest thereon as shall then be unpaid, and the balance if any to pay to the said Hugh McPhilleny, his personal representatives and assigns. Witness my hand and seal.

Teste: D. Blocher

his
Hugh X McPhilleny {Seal}
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this 17th day of April in the year eight hundred and seventy six, before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County aforesaid personally appeared Hugh McPhilleny and acknowledged the foregoing mortgage to be his act and deed; and at the same time and place before me also appeared Richard Coulehan one of the members of the firm of Richard Coulehan and Michael Coulehan, partners doing business under the firm name and style of R. & M. Coulehan, and made oath in due form of law that the consideration set forth in the foregoing Mortgage is true and bona fide as therein set forth.

D. Blocher, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 47, p 190, 11/27/1875.

At the request of R. & M. Coulehan this mortgage was recorded May 15th 1876.

This Mortgage made this 29th day of April 1876 between Patrick Gauley, party of the first part, and Richard Coulehan and Michael Coulehan, parties of the second part, of Allegany County, State of Maryland. 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 Venners, excepting such machinery and material furnished by W. W. McKaig and Son, and the sum of eighteen hundred and forty dollars of the purchase money of said Canal Boat remains due and owing from said party of the first part to said parties of the second part, which sum, together with interest thereon from the date of this mortgage, 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 sum of Thirty dollars for each and every trip the said boat shall make on the Canal from Cumberland to Georgetown, Washington or Alexandria; and the said party of the first part covenants that said Boat shall be run as a night and day Boat, and make three trips each month during the boating season on the Chesapeake & Ohio Canal, excepting such times as navigation may be prevented by breaks on said Canal or strikes at the mines; and the said parties of the second part shall have a right and are hereby authorized to demand & receive said thirty dollars for each of said trips from the company or persons freighting said Boat until the said eighteen hundred and forty dollars and interest are paid in full, and to receipt for the same. And Whereas the foregoing provisions were part of the said Contract of Sale, and also the following, namely that the said party of the first part shall use said Boat in freighting coal from Cumberland to Georgetown, Washington or Alexandria, in regular trips as a day and night Boat with as much expedition and regularity as can be attained; and to line said Boat in the line of some Company regularly engaged in the shipping of coal from Cumberland to Georgetown, Alexandria or Washington City; and to freight the same at the lowest current rates which shall be paid by the principal Companies shipping coal by Canal between said points; and to keep the said Boat at all times in good & proper condition and repair; and not to assign or make over, or by any act or deed, permit or suffer said Boat to be assigned or made over to any person or persons without the consent in writing of said parties of the second part first had and obtained; all of which stipulations and provisions 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. And in order to secure to 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 the prompt and faithful performance of the covenants aforesaid, said party of the first part doth execute these presents. Now this Mortgage Witnesseth; that the said party of the first part, for and in consideration of the premises hath bargained and sold and by these presents doth bargain and sell, unto the parties of the second part, and their assigns, the said Canal Boat called Thomas Venners to have and to hold the same unto the said parties of the second part and their assigns forever; Provided that if the said party of the first part shall well and truly pay 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 said eighteen hundred and forty dollars and interest shall be fully paid; and if the said party of the first part shall well and truly do and perform all the covenants on his part to be done and performed, as set forth in this Mortgage, then it shall be void; and provided further 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 and interest as hereinbefore provided, or in case of a failure to make regular

trips as aforesaid with said Canal Boat, or in case of a failure to fulfill or perform any of the covenants, stipulations or provisions contained in this Mortgage to be done and performed by said party of the first part; then and in any such case or event it shall and may be lawful for the said parties of the second part, or their assigns, to take immediate possession of said Boat and after ten days public notice of the time, place, manner and terms of sale published in a newspaper printed in the City of Cumberland, to sell said Canal Boat at public sale to the highest bidder for cash or on credit as they may deem best; and said sale to be made in the City of Cumberland; and out of the proceeds of said sale, pay first the expenses of the sale and advertisement, and then the balance of said purchase money and interest in full (all of which shall become due and payable upon any default in payment of any installment or any violation of any covenant or stipulation in this Mortgage) and the surplus if any shall be paid to the party of the first part. In Witness whereof the said Patrick Gauley hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder

Patrick Gauley {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this thirteenth day of May in the year 1876 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County aforesaid personally appeared Patrick Gauley and acknowledged the foregoing Mortgage to be his act and deed; and at the same time & place before me also appeared Richard Coulehan one of the mortgagees named in the foregoing mortgage and made oath on the Holy Evangely of Almighty God that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

Andrew Gonder, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 48, p 596, 5/30/1877.

At the request of R. & M. Coulehan this mortgage was recorded May 30th 1877 @ 2:15 P.M.

This Mortgage made this 13th day of May in the year Eighteen hundred and Seventy Seven by me J. W. Pearce of the City of Cumberland, Allegany County, State of Maryland. Witnesseth, Whereas I the said J. W. Pearce being indebted to Richard Coulehan and Michael Coulehan, partners trading and doing business under the firm name and style of R. & M. Coulehan, in the sum of Two Hundred and Seventy Five dollars, have given the said R. & M. Coulehan my promissory note for said sum of two hundred and seventy five dollars dated May 28 1877 and payable to the order of R. & M. Coulehan four months after date and whereas I am desirous to secure unto the said R. & M. Coulehan or their assigns the payment of said sum of money, when said note shall become due and to protect & secure them the said R. & M. Coulehan against all loss on account of said promissory note or the renewal thereof for said sum or any part of said sum of two hundred and seventy four dollars in case they shall consent or agree to the renewal of said note, for said sum of money or any part of said sum of money. Nothing herein shall be construed to mean that said R. & M. Coulehan shall take a renewal note for said sum or any part thereof, when the aforesaid note shall become due and payable. Therefore in consideration of the premises and the sum of five dollars, I the said J. W. Pearce have bargained and sold, and by these presents do grant, bargain and sell unto the said R. & M. Coulehan the Canal Boat called "Cumberland." Provided that if I the said J. W. Pearce shall pay to the said R. & M. Coulehan or their assigns the said sum of two hundred and seventy five dollars according to the tenor & terms of said promissory note or the renewal note for said sum or any part of said sum when such renewal note shall become due and payable in case there shall be any renewal note agreed to as aforesaid, then this Mortgage shall be void. And provided further that in case I shall make default in the payment of said sum of two hundred and seventy five dollars according to the tenor and terms of said promissory note or shall fail to pay the renewal note for said sum of two hundred and seventy five dollars or any part of said sum, when such renewal note shall become due and payable, in case there shall be any renewable note agreed to as aforesaid, then it shall be lawful for the said R. & M. Coulehan or their assigns, to take possession of said Canal Boat and sell the same at public auction for cash in the City of Cumberland, Maryland, at the giving of at least twenty days public notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in the City of Cumberland, prior to the day of sale, and to apply the proceeds of such sale to the payment in the first place of the expenses attending said sale, and then to the payment of said sum of two hundred & seventy five dollars or such part thereof as may be unpaid at the day of sale, and the surplus if any to pay to the said J. W. Pearce. Witness my hand and seal.

Teste: H. J. Flanagan

J. W. Pearce {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this thirteenth day of May in the year eighteen hundred and seventy seven, before me the subscriber a Justice of the Peace of the State of Maryland in and for County, personally appeared J. W. Pearce and acknowledged the foregoing Mortgage to be his act and deed; and at the same time also personally appeared Richard Coulehan one of the members of the firm of Richard and Michael Coulehan, partners doing business under the firm name and style of R. & M. Coulehan and under oath in due form

of law, that the consideration set forth in the foregoing Mortgage is true and bona fide as therein set forth.

H. J. Flanagan, J. P.

Allegany County Courthouse, Cumberland, MD, Deed Book 53, p 215, 8/20/1879.

At the request of W. W. McKaig & Son this mortgage was recorded Aug 20th 1879 @ 11:55 A.M.

This Mortgage made this 22nd day of April 1879 between Richard Coulehan, party of the first part, and W. W. McKaig, trading as W. W. McKaig & Son, party of the second part. Whereas the said party of the second part has this day sold and furnished to the said party of the first part all the machinery now contained in the Canal Boat known and called the Thomas Venners which said canal boat belongs to and is owned by the said party of the first part, the said machinery consisting of one Locomotive Boiler and Vertical Adjustable Propeller Engine with Rudder, Propeller, Steering Wheel and all necessary fixtures and attachments belonging thereto. And whereas the sum of Eleven hundred & fifty dollars (\$1,150.00) being the purchase money of said machinery so in said Canal Boat located remains due and owing from the said party of the first part to the said party of the second part, which sum together with interest thereon from the date of this mortgage, the said party of the first part is to pay to the said party of the second part in installments and in the manner and upon the time hereinafter mentioned, to wit: The sum of twenty five dollars for each and every trip the said boat shall make on the Chesapeake & Ohio Canal from Cumberland to Georgetown, Washington, Alexandria or any point on said Canal. And the said party of the first part covenants that the said boat shall be run as a night and day boat, and make as many trips as possible each month during the boating season on the Chesapeake & Ohio Canal, excepting such time as navigation may be prevented by breaks on said Canal or strikes at the mines, and the said party of the second part shall have a right and is hereby authorized to demand and receive said twenty dollars for each of said trips from the company or persons freighting said boat, until the said sum of Eleven hundred and fifty dollars (\$1,150.00) and interest are paid in full and to receipt for the same. And whereas the foregoing provisions were part of the said contract of sale, and also the following; that said party of the first part shall use said boat in freighting coal from Cumberland to Georgetown, Washington or Alexandria in regular trips as a day and night boat with as much expedition and regularity as can be obtained, and to line said boat in the line of some company regularly engaged in the shipping of coal from Cumberland to Georgetown, Washington City or Alexandria, and to freight the same at the lowest current rates which shall be paid by the principal companies shipping coal by Canal between said points and to keep the said boat and machinery at all times in good and proper condition and repair, and not to assign or make over, or by any act or deed permit or suffer said machinery to be assigned or made over to any person or persons without the consent in writing of said party of the second part first had and obtained all of which stipulations and provisions the said party of the first part hereby covenants and agrees with the said party of the second part and his assigns to fulfill and perform. And in order to secure to the said party of the second part and his assigns the regular and due payment of each and every installment of said purchase money and the prompt and faithful performance of the covenants aforesaid, said party of the first part doth execute these presents.

Now this mortgage Witnesseth that the said party of the first part for and in consideration of the premises hath bargained and sold and by these presents doth bargain and sell unto the said party of the second part and his assigns the said machinery so located in said boat called Thomas Venners to have and to hold the same unto the said party of the second part and his assigns forever. Provided that if the said party of the first part shall well and truly pay the said party of

the second part or his assigns the aforesaid installments of purchase money upon each and every trip aforesaid until the said Eleven hundred & fifty dollars (\$1,150.00) and interest thereon shall be fully paid and if the said party of the first part shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this mortgage, then it shall be void, and provided further that in case of any default upon the part of the party of the first part to make regular payments on account of said purchase money and interest as hereinbefore provided, or in case of a failure to make regular trips as aforesaid with said Canal Boat, or in case of a failure to fulfill or perform any of the covenants, stipulations or provisions contained in this mortgage to be done and performed by said party of the first part, then and in any case or event it shall and may be lawful for the said party of the second part or his assigns to take immediate possession of said machinery and after ten days public notice of the time, place, manner and terms of sale published in a newspaper printed in the City of Cumberland, to sell said machinery at public sale to the highest bidder for cash or on credit as he may deem best, and said sale to be made in the City of Cumberland, and out of the proceeds of said sale, pay first the expenses of the sale and advertisement, and then the balance of said purchase money and interest in full, all of which shall become due and payable upon any default in payment of any installment or any violation of any covenant or stipulation in this mortgage, and the surplus if any shall be paid to the party of the first part.

In Witnesseth whereof the said Richard Coulehan hath subscribed his name and affixed his seal on the day and year first above written.

Teste: J. Wm. Jones

Richard Coulehan {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this Twentieth day of August in the year 1879, before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County aforesaid personally appeared Richard Coulehan and acknowledged the foregoing mortgage to be his act and deed; and at the same time and place before me also appeared Mervin McKaig who made oath that he is the agent of said W. W. McKaig, mortgagee, and that the consideration in said mortgage is true and bona fide as therein set forth.

J. Wm. Jones, J. P.