

KERFOOT FAMILY HISTORY

Including the memories of
Thomas Jacob Kerfoot

Written by
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PREFACE

Clifford C. Swain gave the Chesapeake & Ohio Canal National Historical Park (C&O Canal NHP) five oral histories, in 1965 and 1973. Those have now been transcribed into electronic form; the oral histories are available on CDs from the C&O Canal NHP and the transcriptions are also available in both printed and electronic form from the C&O Canal NHP. Clifford remembered Tom Kerfoot as the lock keeper at Lock 40, which was very close to Snyder's Landing where the Sharpsburg boat captains tied up for the winter. A check of the C&O Canal Association membership revealed a Tom and Anne Kerfoot now living in Shepherdstown, WV. A telephone call confirmed that Tom Kerfoot of Shepherdstown is the grandson of Tom Kerfoot of Lock 40. Tom and Anne volunteered to help write a family history by providing a transcription of the ORAL HISTORY ABOUT THOMAS FLEMING KERFOOT and photographs of his grandparents.

Tables of vital statistics are provided at the end of this story. The tables were initially built from census data. Then as subsequent census reports provided different data the tables were revised. When obituaries, family bibles or tombstones were found, the data was again refined. Thus the data in the tables is believed to be the most accurate. The correspondents supporting this effort are highlighted in yellow.

We hope the story is interesting reading and welcome any additions, corrections and comments.

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P.S. This story is not finished. As indicated in Appendix A, R. D. Kerfoot bought a canal boat in Sep. 1873. We was required to run day and night. We think he did so through 1874, 1875 and 1876. In 1877 he departed Cumberland on 4/5/77 and on 4/31/77. But then something must have happened because Capt. Anderson took the canal boat J. R. Ray on 6/21/77 and for the balance of 1877 and 1878. The Register of Canal Boats for 1/1/1878 shows the boat owned and built in 1972 by Fred Mertens; the boat was operated by Captain Anderson, who freighted as an outside boat. Was the boat used between 1872 when it was built and Sep. 1873 when R. D. Kerfoot bought it? After the 4/31/77 trip did Fred Mertens repossess the boat? So, we have some missing links in this story and time frames to look.

The first record we have found of Thomas F. Kerfoot was the 1860 census of Funkstown, MD.¹ Thomas' father, Richard Kerfoot was a shoemaker. Thomas Fleming, a 76 year old man born in Ireland was living with the family. Surely he was Richard's father-in-law and his last name became Thomas' middle name. Richard Kerfoot was born in Pennsylvania. His wife, Anne E. Kerfoot and their first four children were born in Maryland, before the War. We read from Richard D. Kerfoot's obituary that he served in the Confederate army and for conspicuous bravery was promoted from the ranks to be a captain.² He served on the staffs of General Robert E. Lee and General Stonewall Jackson. No collaborating documentation has been found to support the statements in his obituary regarding service in the Confederate army.

We can further confirm that the Richard D. Kerfoot family lived in Funkstown, MD in 1860 because Richard Kerfoot sold a cow to William Troxell for \$25,³ sold some furniture and other household utensils to Hiram H. Harvey for \$40⁴ and another cow to William Troxell for \$25.⁵ Sometime between 1860, when the census was taken, and Nov. 1863 Thomas Fleming died. We determine that from the \$25 mortgage Richard and Ann Kerfoot took with Isaac Nesbitt using Ann E. Kerfoot's interest in the Real Estate of the late Thomas Fleming, deceased, her father.⁶

Their fifth child, daughter, Kate N. Kerfoot was born in the District of Columbia in 1867, after the War. This would suggest the family moved to the District of Columbia for a period during or after the War.

By 1870 Richard D. Kerfoot, age 40, had a shoemaking business in Shepherdstown, WV.⁷ His wife, Ann was 36 years old, daughter Mary J. was 19 years old; son Thomas was 14 years old; son William was 12 years old; son Jefferson was 9 years old; and daughter Kate N. was 3 years old. William Arthur, 30 years old; his son George 19 years old and his daughter Annie, 11 years old, were living in the adjacent dwelling; Isaiah Rose, 30 years old and Margaret D. Rose his 32 year old wife, were reported living in the same dwelling. William and George Arthur and Isaiah Rose listed "Boatman" as their occupation. Thomas Kerfoot knew about canal life from an early age.

The 1880 census reported Richard Kerfoot, age 49, had a shoemaking business in Halltown, Bolivar, WV.⁸ His wife Ann E. was 49 years old and their son Jefferson, age 18 was working in a paper mill. He must have been doing reasonably well because we find in 1881 and 1882 he was taxed for a horse; a cow; 2 or 3 wagons; a clock; a dog; a piano or organ and their real estate.⁹ No records were found for 1883 or 1884. Then in 1885 and 1886, Ann E. Kerfoot was taxed for their real estate. And in 1887 and 1888, Anne E. Kerfoot was taxed for a horse; a cow; a piano or organ; a dog; and their real estate. No records were found for 1889, which was possibly when Richard Kerfoot moved his family to the vicinity of Connellsville, PA.

¹ 1860 Census, Maryland, Washington County, Funkstown, enumerated on 6/22/1860, p. 102.

² *The Courier*, Connellsville, PA, newspaper, Friday, June 5, 1903, p. 1.

³ Washington County Courthouse, Hagerstown, MD, Deed Book IN 14, page 552, recorded 3/14/1860.

⁴ Washington County Courthouse, Hagerstown, MD, Deed Book IN 14, page 631, recorded 4/7/1860.

⁵ Washington County Courthouse, Hagerstown, MD, Deed Book IN 14, page 751, recorded 5/17/1860.

⁶ Washington County Courthouse, Hagerstown, MD, Deed Book IN 17, page 421, recorded 11/17/1863.

⁷ 1870 Census, West Virginia, Jefferson County, Shepherdstown, enumerated on 8/8/1870, p. 32.

⁸ 1880 Census, West Virginia, Jefferson County, Bolivar, enumerated on 6/23/1880, p. 34B.

⁹ Shepherdstown [Tax] Assessor's Book for 1881 – 1884.

By 1880 Thomas Kerfoot had married Annie Rose and they were living in Potomac, Jefferson County, WV.¹⁰ Thomas was 22 years old working as a laborer, Annie was 21 years old, and Margaret Rose, the 40 year old, widowed, mother-in-law was living with them. From this we determine that Annie's maiden name was Rose.

Thomas Kerfoot was a large, strong man who, according to family legend, "liked to fight and liked to fish." There is a family story that two men were struggling to load a log on a wagon when Tom came by, offered to help, and ended up loading the log on the wagon by himself.¹¹ The part about fighting can be supported by the story:

"Thomas Kerfoot, a son of R. D. Kerfoot, the Knight of Labor leader, was arrested on Saturday by Constable Frank Campbell, for assault committed upon Yard-boss William Swift at Morgan, four months ago. A warrant had been issued for Kerfoot's arrest just after the assault was committed, but he escaped into West Virginia. As soon as Kerfoot came to town he was nabbed by Campbell and placed in the lockup. The case was compromised Saturday evening."¹²

Thomas Kerfoot had moved his family to Uniontown, PA about 1882 and remained there until about 1890. The big flood of June 1889 had damaged the C & O Canal badly. After a long, involved court case the Canal Company was taken over by court appointed receivers. In Feb. 1891 the citizens of Sharpsburg organized a celebration in anticipation of a ratification of the canal case by the Court of Appeals. Tom Kerfoot

was appointed to the finance committee.¹³ Thus we know the time frame he returned to MD and the part about fishing can be verified by the story:

"Caught a Thirty-Pound Carp.

"Thomas Kerfoot last Wednesday caught a German carp, weighing thirty pounds, in Mr. Samuel D. Piper's fish-pot in the Potomac river about 3 miles northwest of Sharpsburg. This is the largest carp yet caught in the Potomac above tidewater. Kerfoot did not take its dimensions, but it was over three feet in length."¹⁴

Another verification that Tom Kerfoot liked to fish was the one sentence story: "Thomas Kerfoot caught 135 eels in a fish-pot in the Potomac river."¹⁵

"Thomas Fleming Kerfoot ran a tavern at Sharpsburg. However, his wife, Anna Elizabeth (known as Muzzy) objected to raising her children in a tavern. So Thomas Fleming Kerfoot took the job as lock keeper for Lock 40 on the C&O Canal, and he and his wife raised 10 children in that small lockhouse; 4 boys and 6 girls. The children helped



¹⁰ 1880 Census, West Virginia, Jefferson County, Potomac, enumerated on 6/18/1880, p. 31.

¹¹ ORAL HISTORY ABOUT THOMAS FLEMING KERFOOT, provided by Thomas J. Kerfoot, 6/27/2009.
¹² *The Courier*, Connellsville, PA, newspaper, Friday, Dec. 13, 1889, p. 5.

¹³ *The Herald and Torch Light*, Hagerstown, MD, newspaper, Thursday, Feb. 26, 1891, p. 3.

¹⁴ *The Herald and Torch Light*, Hagerstown, MD, newspaper, Thursday, Aug. 4, 1892, p. 2.

¹⁵ *The News*, Frederick, MD, newspaper, Nov. 1, 1897.

with the lock and went to school only during those winter months when the canal was closed. The school they went to was within walking distance, and [was] known as Coxe's School because the schoolmaster was named Mr. Cox. Richard D. Kerfoot told of the time one of the older students threatened to beat up the schoolmaster but, when he rose to do so, Coxe drew a gun and fired it over the student's head."¹⁶ The 1900 census report verifies the part about being a Lock Keeper.¹⁷ The previous photograph was taken when Tom Kerfoot was lock keeper at Lock 40 but had taken some time to fish.



The photograph to the left was taken of Anna Elizabeth Kerfoot, also known as "Muzzy," at about the same time. Their first child, daughter, Maude, was born in 1881 in Shepherdstown, WV.¹⁸ Then sometime before Feb. 5, 1883 they moved to Pennsylvania where their second daughter, Mary, was born. Three more daughters: Selma Annette "Nettie;" Annie May; and Ola were also born in Pennsylvania. The obituary for Annie May Kerfoot lists Uniontown, PA as her birthplace.¹⁹ Ola was born in Jan. 1889; then the family returned to Maryland, presumably Sharpsburg, by Mar. 1891 when the first son, Richard Davis Kerfoot, was born. Two more sons followed: William in Apr. 1893; Henry Clay Burgan in Sept. 1895; and a daughter, Margaret Ruth in Feb. 1898. Annie, Ola, Richard and William had attended school for 8 months during the previous year. Son, Thomas Jefferson Kerfoot, was born on 6/16/1900, five days after the 1900 census was taken.

In May 1901 we read: "Mrs. W. L. Arthur returned to her home in Shepherdstown, Md. Saturday after a three weeks' visit with her father, R. D. Kerfoot, and other relatives in Morgan."²⁰ That was second daughter, Mary Kerfoot Arthur; we have added the vital statistics of her branch of the family to the tabulation at the end of this story, for completeness. William Arthur was not involved in the canal life although descendents may be available to provide information on life in Shepherdstown in the early 1900s. Until they are found and interviewed, we return to the story.

In 1910 Thomas F. Kerfoot still listed Lock Keeper [Lock 40] as his occupation, he and Anna had been married 31 years.²¹ The oldest two daughters had left home. Richard D. at 19 years old and William L. at 17 years old were already working as Boatmen.

¹⁶ ORAL HISTORY ABOUT THOMAS FLEMING KERFOOT, provided by Thomas J. Kerfoot, 6/27/2009.

¹⁷ 1900 Census, Maryland, Washington County, Election District No. 1, enumerated on 6/11/1900, p. 3B.

¹⁸ *The Morning Herald*, Hagerstown, MD, newspaper, Friday, Jan. 5, 1962, p. 20.

¹⁹ *The Daily Mail*, Hagerstown, MD, newspaper, Monday, Dec. 27, 1965, p. 2.

²⁰ *The Courier*, Connellsville, PA, newspaper, Friday, May 3, 1901, p. 12.

²¹ 1910 Census, Maryland, Washington County, Election District No. 1, enumerated on 4/21/1910, p. 5B.

"When the Kerfoot children grew older, Thomas Fleming Kerfoot put three of the boys: Richard, Burgan and William to work for a canal boat captain as mule tenders and drivers. Their older sisters - Annie, Ola and Maude - also worked on canal boats, cooking and cleaning. They also took turns steering the boat. At the age of 14, while Maude was employed as a cook on a canal boat, she helped deliver another woman's baby. Richard D. Kerfoot later became a boatman. When he was 20, the canal boat captain did not give him his wages but instead gave them to his father, Thomas Fleming Kerfoot. Richard got mad, and said 'By golly, if I'm going to work, they're going to pay me.' And he hopped off the canal boat at Williamsport and took a trolley to Hagerstown, where he got a job at the B&O Railroad and readied to move to the Halfway, MD area. His mother, Muzzy, is reported to have said, 'Well, if you're going to move, I'm going to move too.' The whole family then moved, leaving the canal life behind."²²

If Richard was 20 years old when he moved to Hagerstown that would have been 1911; after the 1910 census. On May 26, 1916 Thomas F. Kerfoot and John W. Ward bought two adjacent lots on the East side of Mechanic Street, Sharpsburg, MD.²³ Lot No. 1 included a house while Lot No. 2 was a vacant lot. On May 5, 1917 Thomas and Anna Kerfoot conveyed their interest in the two lots to John W. Ward.²⁴ On June 5, 1917, Henry Clay Kerfoot registered for the draft. He was 21 years old, living at 124 East Ave. Hagerstown, MD and working as a machinist for the Western Maryland Railroad.²⁵ On the same day, Richard Davis Kerfoot registered for the draft. He was 26 years old, living at 124 East Ave. Hagerstown, MD and working as a Brakeman for the Western Maryland Railroad.²⁶ On Sept. 12, 1918, Thomas Jefferson Kerfoot registered for the draft. He was 18 years old, living at 801 Virginia Ave., Hagerstown, MD and working as a machinist for the Western Maryland Railroad.²⁷ It was from these three draft registration cards that we have their dates of birth. So it appears that the Kerfoot family did leave canal life between 1911 and 1918. We can surmise that the 801 Virginia Ave. house in Hagerstown was rented as no deed has been found.

The 1920 census reported Thomas Kerfoot, 62 years old, living on Hiland Way, Hagerstown, MD.²⁸ Anna, his 62 year old wife; Thomas J., his 19 year old son; Anna E., his 32 year old daughter; Ola, his 29 year old daughter; Margaret R, his 21 year old daughter; Thomas J. Bender, his 13 year old grandson; Fred Bender, his 11 year old grandson; and William, his 9 year old grandson were all living in the same dwelling. Thomas reported his occupation as Laborer, Federal Milling Co. Mary Jane Kerfoot Bender had died in 1912; her parents were raising these three children. Then Muzzy Kerfoot died on March 16, 1920.

Sometime before Nov. 1, 1920 Richard Davis Kerfoot married Edna Ruth Bailey. We determine that because on that date Richard D. Kerfoot and Edna R. Kerfoot, his wife, bought half of a double frame dwelling house on South Potomac Street in Hagerstown, MD.²⁹ They had to take a

²² ORAL HISTORY ABOUT THOMAS FLEMING KERFOOT, provided by Thomas J. Kerfoot, 6/27/2009.

²³ Washington County Courthouse, Hagerstown, MD, Deed book 149, page 161, recorded 5/27/1916.

²⁴ Washington County Courthouse, Hagerstown, MD, Deed book 151, page 583, recorded 6/21/1917.

²⁵ Draft Registration Card, Washington County, MD, Serial No. 1414, dated June 5, 1917.

²⁶ Draft Registration Card, Washington County, MD, Serial No. 1487, dated June 5, 1917.

²⁷ Draft Registration Card, Washington County, MD, Serial No. 2133, dated Sept. 12, 1918.

²⁸ 1920 Census, Maryland, Washington County, Hagerstown, enumerated on 1/2/1920, p. 1B.

²⁹ Washington County Courthouse, Hagerstown, MD, Deed Book 158, page 674, recorded 11/4/1920.

mortgage to cover some of the purchase money; however the mortgage was released on Nov. 12, 1921 when the property was sold.³⁰

On May 3, 1924 Richard and Edna Kerfoot bought a lot on the North side of Virginia Ave. in the village of Halfway, MD.³¹ On Nov. 29, 1926 Thomas F. Kerfoot and Anna E. Kerfoot, his daughter, bought a lot on the North side of Heisterboro Road in the village of Halfway, MD.³² That was a 50' x 150' vacant lot on which Thomas could build a house; we doubt that he did because the 1930 census reported that Thomas D. Kerfoot, 73 years old, widowed, was living at 136 South Potomac Street, Hagerstown, Md.³³ Living with him were: Anna E., 43 year old daughter; Ola, 41 year old daughter, telephone operator; Frederick Bender, 21 year old nephew, apprentice iron works; and Ruby E. Heuling, 36 year old, divorced, lodger, she was an orthopedic physician. Thomas F. Kerfoot died on Feb. 28, 1931.³⁴

³⁰ *Ibid.*, page 676, recorded 11/12/1921. See also Deed Book 161, page 285, recorded 11/12/1921.

³¹ Washington County Courthouse, Hagerstown, MD, Deed Book 168, page 357, recorded 5/3/1924.

³² Washington County Courthouse, Hagerstown, MD, Deed Book 176, page 468, recorded 3/5/1927.

³³ 1930 Census, Maryland, Washington County, Hagerstown, enumerated on 4/10/1930, p. 8A.

³⁴ *The Daily Mail*, Hagerstown, MD, newspaper, Monday, Mar. 2, 1931, p. 16.

VITAL STATISTICS OF KERFOOT FAMILY

Name	Rel.	Born	Married	Died
Richard D. Kerfoot ³⁵	hus	1830	1847?	6/2/1903 ³⁶
Anne E. Fleming	wife	1834		
Mary J. Kerfoot (Arthur)	dau	2/1849		
Thomas Fleming Kerfoot	son	6/20/1857	1879	2/28/1931 ³⁷
William Kerfoot	son	7/1858		8/21/1902 ³⁸
Jefferson D. Kerfoot	son	1861		
Kate N. Kerfoot	dau	1867		
Thomas Fleming	f in law	1784		2/1861
William Arthur ³⁹	hus	6/1841	1880	
Mary J. Kerfoot	wife	2.1849		
Katie Arthur	dau	5/1881	Never	
Richard Arthur	son	3/1883		
Robert Arthur	son	1/1885		
Anna Belle Arthur (Early)	dau	8/1886	1911	
Mary Arthur	dau	4/1893		
Thomas Fleming Kerfoot	hus	6/20/1857	1879	2/28/1931
Anna Elizabeth "Muzzy" Rose	wife	3/19/1859		
Maude Kerfoot (Ainsworth)	dau	7/1881		1/4/1962 ⁴⁰
Mary Jane Kerfoot (Bender)	dau	2/5/1883	1899?	6/30/1912
Selma Annette "Nettie" Kerfoot (Browning)	dau	1/1885		1959
Annie May Kerfoot	dau	4/1887	Never	12/25/1965 ⁴¹
Ola Kerfoot (Ball)	dau	1/1889		10/22/1971 ⁴²
Richard Davis Kerfoot	son	3/9/1891 ⁴³		6/28/1960 ⁴⁴
William Lee Kerfoot	son	4/14/1893		3/24/1917
Henry Clay Burgan Kerfoot	son	9/9/1895 ⁴⁵		
Margaret Ruth Kerfoot	dau	2/25/1898		10/1983 ⁴⁶
Thomas Jefferson Kerfoot	son	6/16/1900 ⁴⁷		

³⁵ 1860 US Census, Maryland, Washington County, Funkstown, enumerated on 6/22/1860, p. 102.

³⁶ *The Courier*, Connellsville, PA, newspaper, Friday, June 5, 1902, p. 1.

³⁷ *The Daily Mail*, Hagerstown, MD, newspaper, Monday, Mar. 2, 1931, p. 16.

³⁸ *The Courier*, Connellsville, PA, newspaper, Friday, Aug. 22, 1902, p. 8.

³⁹ 1900 Census, West Virginia, Jefferson County, Shepherdstown, enumerated on 6/4/1900, p. 3B.

⁴⁰ *The Morning Herald*, Hagerstown, MD, newspaper, Friday, Jan. 5, 1962, p. 20.

⁴¹ *The Daily Mail*, Hagerstown, MD, newspaper, Monday, Dec. 27, 1965, p. 2.

⁴² *The Daily Mail*, Hagerstown, MD, newspaper, Saturday, Oct. 23, 1971, p. 3.

⁴³ WW-I Draft Registration Card, Washington County, MD, Serial No. 1487, dated 6/5/1917.

⁴⁴ *The Morning Herald*, Hagerstown, MD, newspaper, Wednesday, June 29, 1960, p. 22.

⁴⁵ WW-I Draft Registration Card, Washington County, MD, Serial No. 1414, dated 6/5/1917.

⁴⁶ Social Security Death Index, Ancestry.com, Provo, UT, USA.

⁴⁷ WW-I Draft Registration Card, Washington County, MD, Serial No. 2133, dated 9/12/1918.

Name	Rel	Born	Married	Died
Richard Davis Kerfoot	hus	3/9/1891		
Edna Ruth Bailey	wife			
<i>Phyllis Kerfoot</i> (Schindel)	dau	1/5/1917		3/31/1989
<i>Mary Jane Kerfoot</i> (Michael)	dau	4/13/1919		7/2/2002
<i>Ruth Kerfoot</i> (Raaum)	dau	2/13/1921		
Richard Davis Kerfoot, Jr.	son	1923	Never	1938
<i>Robert Lee (Bob) Kerfoot</i>	son	8/14/1925		9/23/2007
<i>Elizabeth V. (Betty) Kerfoot</i> (Rinehart)	dau	12/23/1927	2/5/1950	12/20/1979
<i>Margaret Johanna (Judy) Kerfoot</i> (Braun)	dau	2/26/1930	2/27/1954	
Thomas Jacob Kerfoot	son	12/7/1932	11/2/1957	

APPENDIX A

Allegany County Courthouse, Cumberland, Md., Deed Book 40, page 234, 9/22/1873.

At the request of Frederick Mertens this Mortgage was recorded Sep. 22, 1873.

This Indenture made this fifteenth day of September eighteen hundred and seventy two between R. D. Kerfoot of Allegany County, State of Maryland, party of the first part, and F. A. Mertens of Allegany County, State of Maryland, party of the second part. Whereas the said party of the second part has sold to the said party of the first part, the canal boat called "J. R. Ray" at and for the sum of twenty one hundred dollars, which the said party of the first part is to pay to the said party of the second part in installments and in the manner and upon the terms hereinafter mentioned, to wit: Forty (\$40) dollars for each & every trip said boat shall make from Cumberland to Georgetown, Washington, Alexandria or any other point, until the entire purchase money with interest is fully paid crediting the respective payments thereon as of the time when such payments shall have [been] made. And whereas it was part of this contract of purchase and sale between the said party of the first part and the said party of the second part, that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City in regular trips, both day and night, with as much expedition and regularity as can be reasonably done; and to receive the loads of the said boat promptly at each trip with the coal of such company or person as the said party of the second part shall devise; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire and Baltimore Coal Company and keep said boat in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign, transfer, or set over, or otherwise by any act or deed permit the said boat to be assigned, transferred, or set over unto any person or persons whomsoever, without the consent in writing of the said party of the second part or his authorized agent, all of which said stipulations the said party of the first part hereby covenants and agrees with the said party of the second part and his assigns to fulfill and perform. Provided always that if the said company should not furnish loading for said boat within twenty four hours after the boat has been reported by the Captain at the place of loading ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip – if such want of readiness to load the boat is caused by any default on the part of the said company, or their agents, but in case of a glut of boats, or in case such defaults, either in loading or unloading, happens from any other cause than a personal default of the said company, or its agents, then all the said company coal boats must take their turn in loading and unloading, and no claim shall be made for such detention.

And whereas the said party of the first part is anxious to secure unto the said party of the second part, and his assigns, the regular and due payment of each and every installment of said purchase money and also to secure to the said party of the second part and his assigns, the regular, prompt and due performance of the covenants aforesaid; the said party of the first part is willing to execute these presents. Now this Indenture, Witnesseth, that the said party of the first part, for and in consideration of the premises, hath granted, bargained, and sold and by these presents doth grant, bargain and sell unto the said party of the second part and his assigns the canal boat called "J. T. Ray." To have and to Hold the same unto the said party of the second part and his assigns forever. Provided nevertheless and it is hereby declared to be the true intent and

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

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

In witness whereof the said R. D. Kerfoot hath herewith subscribed his name and affixed his seal on the day and year first above written.

Teste: Jas. M. Beall

R. F. Kerfoot {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 10th day of September 1873, before the subscriber, personally appeared R. D. Kerfoot and acknowledged the foregoing instrument to be his act and deed.

Jas. M. Beall, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 15th day of September 1873 before the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County personally appeared F. A. Mertens, Jr. 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 and that he is the agent of and authorized by [Frederick Mertens] to make such affidavit. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

Jas. M. Beall, J. P.