

COMPILATION OF  
JESSE & HENRY KORNS  
CANAL BOAT MORTGAGES  
1851- 1870  
ALLEGANY COUNTY, MD

Compiled by  
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## TABLE OF CONTENTS

A.	PREFACE	5
B.	TABULATION OF MORTGAGES	7
C.	CANAL BOAT MORTGAGES, J. & H. KORNS	9



A. PREFACE

After some research in the Allegany County Courthouse records, the General Index to Miscellaneous Instruments (Vol. A to J and Vol. K to Z) was found and it was from that second volume that the following records were found. All the canal boat related mortgages of the Jesse & Henry Korn were transcribed so that the reader may have a fuller understanding of economic conditions of the time.

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

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J. & H. Korn's Canal Boat Mortgages 1851 - 1879					
Buyer's Name	Book	Page	Date Recorded	Boat's name	Purchase Cost
James Terrell	7	383	6/10/1851	James Terrell	\$1,200
Nathaniel Drenner	8	697	9/29/1852	Pioneer	\$1,100
William J. Slicer	10	704	11/18/1853	C. T. Porterfield	\$2,050
James Terrell	15	344	9/30/1856	James Terrell	\$600
John B. Hays	17	199	8/3/1858	Minnie Slack	\$1,205
Adam Shafer	18	217	6/22/1859	Hester A. Korn's	\$1,450
John Cole	19	42	4/3/1860	Alexander Shaw	\$1,250
A. L. Miller	19	88	4/27/1860	C. E. Detmold	\$1,250
James Morgan	19	119	6/26/1860	W. E. Webster	\$1,250
Jeremiah Jackson	19	265	9/25/1860	Lidy W. Jackson	\$1,275
Edward Richter	19	461	10/22/1860	William Walsh	\$1,150
Andrew Snyder	19	570	5/15/1861	Emelia Snyder	\$1,500
Joseph Bohnert	19	571	3/15/1861	Vienna	\$1,500
J. & H. Korn's	20	155	5/16/1862	W. H. Barger Phoebe L. Detmold William Elder	\$1,200
James Boyd	20	156	5/10/1862	W. Elder	\$1,500
J. & H. Korn's	20	198	7/16/1862	Therza Hall Minnie & Zella A. Goodwin	\$1,200
Francis Barger	20	223	5/10/1862	W. H. Barger	\$1,500
James W. Conner Jesse M. Hall	20	233	5/10/1862	Therza Hall	\$1,450
Michael Shannon John Shannon	20	257	6/3/1862	Minie Ann Zilla	\$1,450
Jacob Brengle	20	259	6/3/1862	Phoebe Detmold	\$1,500
Peter Kelly	20	283	7/15/1862	Andrew Goodwin	\$1,450
J. & H. Korn's	20	510	2/19/1863	1776	\$400
J. & H. Korn's	20	521	3/25/1863	James Shaw Mary Willard Mary P. C. Morrison Rosecrans	\$2,800
Jesse Korn's	20	625	5/21/1863	Little Bob	\$600
J. & H. Korn's	20	626	5/21/1863	Josephus Maggie Miller	\$1,400
J. & H. Korn's	20	772	8/3/1863	Hibernian J. McH. Hollingsworth	\$1,400
J. & H. Korn's	21	32	9/15/1863	Charlotte Golden Rule	\$1,400
J. & H. Korn's	21	97	11/13/1863	Gipsy Queen William McHugh	\$1,400
F. M. McCormick	21	206	3/21/1863	James Shaw	\$1,530
George M. Reed, Jr.	21	208	3/30/1863	Mary Willard	\$1,530
John Rinehart	21	210	3/31/1863	Gen'l Rosecrans	\$1,530
William Sigafoose	21	211	4/28/1863	Josephus	\$1,530
J. G. Morrison	21	219	5/12/1863	Mary P. C. Morrison	\$1,500

John Renehan	21	221	5/29/1863	Hibernian	\$1,500
Garrett & Miller	21	261	5/18/1863	Maggie Miller	\$1,525
Thomas Abernathy	21	278	8/27/1863	Charlotte	\$1,550
William McKelvey	21	279	9/15/1863	Golden Rule	\$1,540
Central Coal Mining & Manufacturing Company	21	320	3/14/1864	Mahala C. Dick Industry Hibernian George Waters Cornelia Alvenia	\$4,000
Central Coal Mining & Manufacturing Company	21	553	5/12/1864	Clearspring Filonia Swain H. Mortimer	\$2,400
Jeremiah Dick	21	579	4/7/1864	Mahala C. Dick	\$1,575
John Noble	21	611	4/27/1864	Industry	\$1,600
Samuel Swain	21	658	5/3/1864	Filonia Swain	\$1,650
Thomas A. Crampton	21	711	6/14/1864	Mollie	\$1,700
Central Coal Mining & Manufacturing Company	21	762	6/22/1864	M. E. Hammann Mollie	\$1,600
Central Coal Mining & Manufacturing Company	22	73	9/23/1864	A. M. Thomas Kate Korn Wm N. Boteter	\$2,400
John Renehan	22	100	4/27/1864	Hibernian	\$1,500
William N. Boteter	22	104	10/4/1864	Wm. N. Boteter	\$1,750
Christopher Thomas	22	134	10/26/1864	A. M. Thomas Kate Korn	\$3,500
Central Coal Mining & Manufacturing Company	22	229	11/17/1864	Mollie Reid Filonia Swain	\$1,500
Daniel M. Reid	22	283	11/11/1864	Mollie Reid	\$2,000
James W. Reed	24	395	5/10/1866	1776	\$1,200
Jeremiah Dick	25	136	11/2/1866	C. K. Rentzel	\$1,600
Thomas V. Hays	32	234	5/24/1870	P. J. Smith	\$1,700



Allegany County Courthouse, Cumberland, MD, Deed Book 7, p 383, 6/19/1851.

At the request of Jesse Korn & Henry Korn the following Mortgage was recorded June 10th 1851.

This Indenture made this 9th day of June 1851 between Jesse Korn & Henry Korn of the town of Cumberland, Allegany County and State of Maryland of the one part and James Terrell of said Town, County & State of the other part.

Witnesseth that the said J. & H. Korn have this day sold to the said James Terrell one Canal Boat named "James Terrell" for the sum of twelve hundred dollars, six hundred paid cash in hand at and before the sealing and signing of these presents, the receipt whereof is hereby acknowledged and for the balance of six hundred dollars the said James Terrell has this day executed his two promissory notes for three hundred dollars each, one note payable ninety days after days, dated this 9th day of June 1851 for three hundred dollars and one note payable six months after date for three hundred dollars, both of the above notes made payable to J. and H. Korn or order. And whereas the said James Terrell is willing to secure the better payment of the two above mentioned notes for three hundred dollars each as above described with that intent doth execute these presents.

Now therefore this indenture witnesseth that the said James Terrell for and in consideration of the premises and of the sum of six hundred dollars to him in hand paid by the said J. & H. Korn hath granted, bargained and sold and by these presents doth grant, bargain & sell, alien & convey unto the said J. & H. Korn the following property, to wit: one Canal Boat called "James Terrell" Class C. To have and to hold the said Canal Boat called "James Terrell" unto the said J. & H. Korn, their executors, administrators and assigns forever. Provided nevertheless and it is hereby declared to be the true intent & meaning of these presents and of the parties hereunto that if the said James Terrell shall well and truly pay the aforesaid two promissory notes, before described, then this Instrument of Writing and every matter or thing herein contained shall cease and be utterly null and void; otherwise to be and remain in full force and virtue in law.

In Testimony whereof the said James Terrell hath hereunto set his hand and affixed his seal on the day & year first herein written.

Signed, sealed & Delivered  
in presence of  
Geo. M. Blocher

James Terrell {Seal}

State of Maryland, Allegany County, to wit: Be it remembered that on this 9th day of June 1851 before me the subscriber a Justice of the Peace in and for Allegany County and State of Maryland, personally appeared James Terrell and acknowledged the foregoing instrument of writing to be his act and deed. And I do further certify that at the same time & place personally appeared before me Jesse Korn and Henry Korn & made oath before me on the Holy Evangely of Almighty God that the consideration set forth in foregoing mortgage is true and bona fide as therein set forth.

In Testimony whereof I hereunto subscribe my name on the day & year hereinbefore written.

Geo. M. Blocher



Allegany County Courthouse, Cumberland, MD, Deed Book 8, p 697, 9/29/1852.

At the request of Jesse & Henry Korn's the following Mortgage was recorded September 29, 1852.

This Indenture made this 25th day of September in the year of our Lord eighteen hundred and fifty two, between Nathaniel Drenner of Jefferson County, State of Virginia of the one part, and Jesse Korn's and Henry Korn's of the State of Maryland, Allegany County, of the other part. Whereas the said Nathaniel Drenner hath purchased the Canal Boat "Pioneer" for the sum of eleven hundred and fifty dollars, the payment thereof to be made in this manner, two hundred dollars to be paid on the day of the sealing of these presents, the remaining nine hundred and fifty dollars in thirteen monthly payments, one for fifty dollars and twelve for seventy five dollars each, bearing interest from date.

Now therefore this Indenture witnesseth, that the said Nathaniel Drenner for the better securing of these payments as set forth aforesaid as they shall severally & respectively become due, and in consideration of these presents and of the sum of five dollars, current money, to him in hand paid by the said Jesse and Henry Korn's, the receipt of which is hereby acknowledged, hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said Jesse and Henry Korn's, their executors, administrators and assigns, all and singular the said Canal Boat above mentioned and expressed, that is to say, the Canal Boat "Pioneer" unto the said Jesse and Henry Korn's, their executors, administrators and assigns, to their own use and behoof. Provided always and it is declared to be the true intent and meaning of these presents, that if the said Nathaniel Drenner do and shall well and truly pay or cause to be paid unto the said Jesse and Henry Korn's, their executors, administrators or assigns, the full sum of each respective note as they shall fall due or the full amount of nine hundred and fifty dollars, current money, with legal interest for the same on or before the twenty fifth day of September in the year of our Lord eighteen hundred and fifty three, then and in such case these presents and every matter and thing herein contained shall cease, determine and be utterly void to all intents and purposes, anything herein contained to the contrary notwithstanding.

In Witness whereof the said Nathaniel Drenner hath hereunto set his hand and seal on the day & year first above written.

Signed, sealed and delivered  
in presence of J. M. Strong

Nathaniel Drenner {Seal}

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 25th day of September 1852, before me the subscriber, one of the Justices of the Peace of the State of Maryland in and for Allegany County, personally appeared Nathaniel Drenner, he being known to me to be the person named and described as and professing to be the party to the foregoing deed, [and] acknowledged the said indenture or instrument of writing to be his act and deed. In Testimony whereof I hereunto subscribe my name on the day and year aforesaid.

J. M. Strong, J.P.

And at the same time and place personally appeared Jesse and Henry Korn's, mortgagees, as aforesaid, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing instrument are true and bona fide as therein set forth. Sworn before

J. M. Strong, Justice of the Peace  
in and for Allegany County

Be it remembered that the said Jesse & Henry Korn further covenants and agrees that any detention in consequence of breaks, they will give the said Drenner that much time on any of the notes that is then due as take to repair the break.

At the request of William A. Taylor and Jesse Korn's this Mortgage was recorded Nov. 18th 1853.

This Indenture made this seventh day of November in the year of our Lord one thousand eight hundred and fifty three, between William J. Slicer of the Town of Cumberland in Allegany County, State of Maryland of the first part and William A. Taylor and Jesse Korn's of the same place of the second part. Whereas William A. Taylor as first endorser and Jesse Korn's as second endorser, have endorsed a negotiable promissory note for the said William J. Slicer bearing even date with this indenture for the sum of two thousand and fifty dollars, payable twelve months after date, duly stamped with the stamp of the State of Maryland, and the said William J. Slicer being desirous to secure and save the said William A. Taylor and the said Jesse Korn's against all responsibility as endorsers aforesaid, therefore this Indenture witnesseth that the said William J. Slicer as well for and in consideration of securing the said endorsers upon the payment of the note aforesaid and the sum of one dollar to him in hand paid by the said William A. Taylor and the said Jesse Korn's at and before the sealing and delivery hereof, the receipt whereof he hereby acknowledges,

these presents doth bargain and sell, release and confirm unto the said William A. Taylor and Jesse Korn's, their executors and administrators or assigns, a certain Canal Boat called "C. T. Porterfield," one bay horse seven years old and one sorrel horse seven years old next pricing to the only use and behoof of the said William A. Taylor and the said Jesse Korn's, their executors, administrators and assigns. Provided always nevertheless, that if the said William A. Slicer, his executors, administrators or assigns, shall do well and truly pay or cause to be paid the aforementioned promissory note for two thousand and fifty dollars, on the day and time hereinbefore mentioned and appointed for payment thereof or by other lawful means save, keep harmless and indemnified the said William A. Taylor and the said Jesse Korn's their executors and administrators for the payment of the said note and all costs, damages or charges as sureties as aforesaid, then and from thenceforth this present indenture shall become absolutely null and void, anything herein contained to the contrary notwithstanding. In witness whereof William J. Slicer on the day and year first above written has signed his name and affixed his seal.

Signed, sealed and delivered  
in presence of Andrew Gonder.

Wm. G. Slicer {Seal}

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this day of November in the year of our Lord one thousand eight hundred and fifty three personally appeared William J. Slicer before me the subscriber, a Justice of the Peace in and for Allegany County, State of Maryland, the said William J. Slicer being known to me to be the person who is named and described as and professing to be the party grantor in the foregoing deed or indenture and acknowledges the same to be his act and deed for the purpose therein named. And at the same time and place also appeared before me the subscriber as aforesaid William A. Taylor and Jesse Korn's, mortgagees in said indenture and made oath on the Holy Evangely of Almighty God in due form of law that the consideration set forth in the said mortgage is true and bona fide as therein set forth. In witness I have hereunto subscribed my name on the day and year first above written.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 15, p 344, 9/30/1856.

At the request of Jesse & Henry Korn's this mortgage was recorded September 30th 1856.

I, James Terrell of Allegany County in the State of Maryland, being now indebted to Jesse Korn's and Henry Korn's, late partners doing business under the name and style of J. & H. Korn's of said County and State, in the sum of six hundred dollars, with interest from the first day of October, 1853 in and by virtue of his six several promissory notes duly executed, bearing date the 28th day of September 1853, each being for the sum of one hundred dollars and made payable at one day after date the date thereof in consideration thereof doth hereby bargain and sell to the said Jesse Koens and Henry Korn's late partners doing business as aforesaid, on Canal Boat called the "James Terrell" and one other called the "Reporter" together with all the rigging, furniture and cooking utensils belonging to the said boats, also two bay horses, two roan horses, two bay mares, on a light bay and the other a dark bay, one sorrel horse, one sorrel mare, one gray mare, one brown horse and three mules.

Provided, that if I the said James Terrell shall pay to the said Jesse Korn's and Henry Korn's, late partners doing business as aforesaid, the sum of six hundred dollars with interest thereon from the first day of October 1853, on or before the first day of November next, then these presents shall be void, and the said James Terrell covenants that he will pay the aforesaid money and further covenants that in default of payment the said Jesse Korn's and Henry Korn's may take possession of the above mortgaged premises and provided, that if default shall be made in the payment of the money aforesaid or the interest thereon at the time or in the manner aforesaid, then it shall be lawful for the said Jesse Korn's and Henry Korn's to sell the said mortgaged premises at public auction for cash after giving twenty days notice of the time, place, manner and terms of sale in one or more newspapers published in the town of Cumberland at least once a week for three successive weeks prior to the day of sale to pay the debt and the surplus if any over to the said James Terrell.

Witness my hand and seal.

Test: J. B. Widener

James Terrell {Seal}

State of Maryland, Allegany County, Sct: I hereby certify that on this 27th day of September in the year eighteen hundred and fifty six before the subscriber a Justice of the Peace, of said State, in and for the County aforesaid, personally appeared James Terrell and acknowledged the foregoing Mortgage to be his act and at the same time, before me also personally appeared Jesse Korn's, one of the late firm of J. & H. Korn's, one of the mortgagees named in the said mortgage and made oath in due form of law that the consideration in the said Mortgage is true and bona fide as therein set forth.

J. B. Widener, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 17, p 199, 8/3/1858.

At the request of Henry Korn this mortgage was recorded August 3rd 1858.

I, John B. Hays, of Allegany County, Maryland, being now indebted to Henry Korn of said County and State in the sum of twelve hundred and five dollars, in consideration thereof, do hereby bargain and sell, to the said Henry Korn, one Canal Boat, called "Minnie Slack." Provided that if the said John B. Hays shall pay the said Henry Korn, the said sum of twelve hundred and five dollars, in the following manner: forty five dollars each and every trip the said Boat shall make on the Chesapeake and Ohio Canal from Cumberland to the destination of said Boat, until the whole twelve hundred and five dollars are fully paid; the said forty five dollars to be transferred or placed to the use of the said Henry Korn on the manifest of said Boat each load or trip, then these presents to be void. And provided further that if the said John B. Hays fails to pay the said forty five dollars for each and every trip or load the said Boat may make, then in such event the whole said twelve hundred and five dollars, or so much thereof as may be unpaid, shall become due and payable at once, and the said Henry Korn shall have the power at any time and place to take possession of said Boat and to sell the same at such time and upon such terms as he the said Henry Korn, in his judgment may think proper. And the said John B. Hays covenants to keep the said Boat running constantly when the said Canal is in boating order, to be drawn by not less than four mules or horses, and to keep said Boat well manned by good, skillful and experienced boatmen and to run and manage the same in a safe and skillful manner.

Witness my hand and seal this second day of August in the year eighteen hundred and fifty eight.

Teste: Andrew Gonder

J. B. Hays {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this second day of August, in the year eighteen hundred and fifty eight before the subscriber, a Justice of the Peace of the said State in and for the County aforesaid, personally appeared John B. Hays and acknowledged the foregoing mortgage to be his act. And at the same time also appeared Henry Korn and made oath in due form of law that the consideration in the foregoing mortgage is bona fide as therein set forth. In Testimony whereof I have subscribed my name.

Andrew Gonder, J.P.

I hereby release the foregoing mortgage. Witness my hand and seal this 20th day of October 1863.

Witness C. L. Hoblitzell

Henry Korn {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 18, p 217, 6/22/1859.

At the request of Jesse Korn's this Mortgage was recorded June 22nd 1859.

I, Adam Shafer of Allegany County, Maryland, being now indebted to Jesse Korn's of said County and State in the sum of fourteen hundred and fifty dollars, in consideration thereof, do hereby bargain and sell to said Jesse Korn's, one Canal Boat called "Hester A. Korn's."

Provided that if I, the said Adam Shafer, shall pay to said Jesse Korn's the said sum of fourteen hundred and fifty dollars, with interest, in the following manner: forty dollars for each and every trip the said boat shall make on the Chesapeake and Ohio Canal, from the Port of Cumberland to the destination of said boat, until the said fourteen hundred and fifty dollars shall be paid in full, then these presents to be void.

Provided further that if the said Adam Shafer shall make default in the payment of the said forty dollars, for any one, or more trips the said boat shall make on the said Canal, then the said Jesse Korn's shall have the power at any time, to take possession of said boat, and to sell the same upon such terms as he (the said Jesse Korn's) in his judgment may think proper, after giving at least thirty days public notice of such sale, and the proceeds of such sale or so much thereof as may be necessary for the purpose, to be applied to the payment of any sum of money that may be due and owing upon said Boat, from said Adam Shafer, the surplus if any to be returned to said Adam Shafer, after paying all necessary expenses of said sale. And the said Adam Shafer covenants to keep said Boat running day and night (with the exception of the first trip), until it shall be fully paid for. And the said Adam Shafer further covenants to keep said boat well manned by good, skillful and experienced boatmen and to run and manage the said Boat in a skillful manner.

Witness my hand and seal this \_\_\_ day of June in the year eighteen hundred and fifty nine.

Teste: Henry McKeon

Adam Shafer {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 22nd day of June in the year 1859 before me the subscriber, a Justice of the Peace of the State in and for the County aforesaid, personally appeared Adam Shafer and acknowledged the foregoing Mortgage to be his act. And at the same time, before me also personally appeared Jesse Korn's and made oath in due form of law that the consideration in the said Mortgage is true and bona fide as therein set forth.

George McKeon, J.P.



Allegany County Courthouse, Cumberland, MD, Deed Book 19, p 42, 4/3/1860.

At the request of J. & H. Korn's this Mortgage was recorded April 3rd 1860.

I, John Cole of Allegany County, Maryland, being now indebted to Jesse Korn's and Henry Korn's of said County and State, partners doing business under the name and style of J. & H. Korn's, in the sum of twelve hundred and fifty dollars, in consideration thereof do hereby bargain and sell to the said J. & H. Korn's one scow canal boat called "Alexander Shaw." Provided that if I the said John Cole shall pay to the said J. & H. Korn's the sum of twelve hundred and fifty dollars in the following manner, forty dollars for each and every trip said boat shall make upon the Chesapeake and Ohio Canal until the whole twelve hundred and fifty dollars, with interest, shall be paid, then these presents shall be void. Provided further that if the said John Cole shall be in default for any one or more trips, the said J. & H. Korn's shall have the power to take possession of the said boat and sell the same upon such terms as they may deem most advisable and apply the proceeds of such sale to the payment of whatever sum of money may be due and owing upon said boat after paying the necessary and just expenses of said sale. The said John Cole obligates himself to enter upon the manifest of said boat each and every trip the said sum of forty dollars to the use of said J. & H. Korn's and to use said boat in a skillful and judicious manner night and day at all times when said canal boat shall be in navigable order. Witness my hand and seal this 28th day of May 1860.

Witness: Henry McKeon

his  
John X Cole {Seal}  
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty eighth day of March in the year eighteen hundred and sixty, before the subscriber a Justice of the Peace of the County and State aforesaid personally appeared John Cole and acknowledged the foregoing mortgage to be his act. And also at the same time and place personally appeared before me Jesse Korn's one of the mortgagees in said mortgage named and made oath on the Holy Evangely of Almighty God that the consideration as therein stated is true and bona fide as therein set forth.

Henry McKeon, J.P.

I hereby release the within mortgage. Witness my hand and seal this 30th day of August 1862.

Witness: J. J. McHenry

Jesse Korn's {Seal}  
Henry Korn's  
for Jesse Korn's

Allegany County Courthouse, Cumberland, MD, Deed Book 19, p 88, 4/27/1860.

At the request of J. & H. Kornes this Mortgage was recorded April 27th 1860..

I, A. L. Miller of Allegany County, Maryland, being now indebted to Jesse Kornes and Henry Kornes (of said County and State) trading and doing business under the name and style of "J. & H. Kornes," in the sum of twelve hundred and fifty dollars in consideration thereof, I the said A. L. Miller do hereby bargain and sell to the said J. & H. Kornes one Canal Boat called "C. E. Detmold.". Provided that if I the said A. L. Miller shall pay to the said J. & H. Kornes the said twelve hundred and fifty dollars and the interest thereon from the date hereof, will paid in the following manner: Forty dollars for each and every trip (until the whole \$1,250 is paid) the said Boat shall make on the Chesapeake and Ohio Canal from Cumberland to the destination of said Boat, the said forty dollars to be credited or assigned by the said A. L. Miller to the said J. & H. Kornes on the manifest of said Boat each load or trip it shall make, then these presents to be void. And it is further provided and understood that if the said A. L. Miller shall be in default of the payment of nay one or more of said trips, the said J. & H. Kornes shall thereupon have the power and authority to take possession of said boat and to sell the same on such terms as they shall deem best, giving at least twenty days public notice of such sale, the proceeds of such sale or so much thereof as may be necessary for the purpose to be applied to the payment of whatever sum of money may be unpaid upon said Boat; and the surplus if any to be returned to said A. L. Miller after paying the necessary expenses and charges of said sale. The said A. L. Miller covenants to keep said Boat running constantly day and night until it shall be paid, when the Canal shall be in boating order; and also to keep said Boat well manned, and to run the same in a skillful and boatman like manner.

Witness my hand and seal this 27th day of April in the year eighteen hundred and sixty.

The interlining made before signing.

Teste: Henry McKeon

A. L. Miller {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 27th day of April in the year eighteen hundred and sixty before the subscriber a Justice of the Peace in and for said County and State, personally appeared A. L. Miller and acknowledged the foregoing mortgage to be his act, and at the same time and place also appeared before me Jesse Kornes, one of the mortgagees in said mortgage, and made oath in due form of law that the consideration therein set forth is true and bona fide.

Henry McKeon, J.P.

We hereby release the foregoing mortgage. Witness our hands and seals this 7th day of January 1863.

Witness: H. Kesley

J. & H. Kornes {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 19, p 119, 6/26/1860.

At the request of J. & H. Korns this Mortgage was recorded June 26th 1860.

This Indenture made this 23rd day of June in the year of our Lord 1860 between Jesse Korns and Henry Korns of Allegany County in the State of Maryland of the first part, and James Morgan, of Allegany County in the State of Maryland of the second part. Witnesseth, whereas the said Jesse and Henry Korns have this day sold to the said James Morgan the Canal Boat called "W. E. Webster" at and for the sum of twelve hundred and fifty dollars, which the said James Morgan is to pay unto the said Jesse and Henry Korns and their assigns in installments of forty dollars for each for all the trips made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, or any other place until the entire purchase money with interest from date, crediting the respective payments thereon as of the time when such payments shall be made. And Whereas it was a part of said contract of purchase and sale that the said James shall use said boat in freighting coal from Cumberland to the points aforesaid in regular trips both day and night with as much expedition and regularity as can be reasonably done; and to receive the loads of said boat promptly at each trip with the coal of said company or person, as said J. & H. Korns or their assigns shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal & Iron Company, the Allegany Mining Company, and such other companies as are now shipping coal from Cumberland on the Chesapeake and Ohio Canal, to Georgetown, Alexandria and Washington City; and to keep said boat in proper repair; all of which said stipulations the said James Morgan hereby covenants and agrees with the said Jesse and Henry Korns and their assigns to fulfill and perform.

And whereas the said James Morgan is anxious to secure unto the said Jesse and Henry Korns, and their assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said J. & H. Korns and their assigns the regular, prompt and due performance of the covenants aforesaid; the said James Morgan is willing to execute these presents. Now this Indenture Witnesseth that the said James Morgan for and in consideration of the premises hath granted, bargained and sold unto the said Jesse Korns and Henry Korns, the Canal Boat called "W. E. Webster" to have and to hold the same forever. Provided, nevertheless, that if the said James Morgan shall well and truly pay unto the said Jesse and Henry Korns or their assigns, the aforesaid installments of purchase money, with interest, upon each and every trip as aforesaid, until the whole shall be fully paid; and 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 shall be 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 James Morgan to make regular payments on account of said purchase money, as herein provided, or in case of a failure to perform any of the covenants named in this mortgage, then and in either event the said Jesse Korns and Henry Korns, or their assigns, are hereby authorized to take immediate possession of said boat and after ten days notice thereof in a public newspaper printed in Cumberland City, to sell said Canal Boat at public sale as mortgagee to the highest bidder for cash or credit, and out of the proceeds of such sale pay first the expenses of such sale and publication and the balance due to the said Jesse and Henry Korns, or their assigns, and if there be an overplus, the said J. & H. Korns or their assigns are to pay the same to the said James Morgan. In Witness Whereof, the said James Morgan hath subscribed his name and affixed his seal.

Teste: Andrew Gonder  
Theo. Sheridan

James Morgan {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 23rd of June in the year of our Lord 1860 before the subscriber a Justice of the Peace of Maryland in and for Allegany County, personally appeared James Morgan and acknowledged the foregoing mortgage to be his act.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 23rd day of June 1860 before me the subscriber a Justice of the Peace in and for Allegany County, personally appeared Jesse Korn, one of the firm of Jesse and Henry Korn the mortgagee in the foregoing mortgage and made oath on the Holy Evangelical of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth. In Witness Whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 19, p 265, 9/25/1860.

At the request of Jesse and Henry Korn's this Mortgage was recorded September 25th 1860.

This Indenture made this 22nd day of September in the year of our Lord 1860 between Jesse Korn's and Henry Korn's of Allegany County in the State of Maryland of the first part, and Jeremiah Jackson of Allegany County in the State of Maryland of the second part.

Witnesseth, whereas the said Jesse and Henry Korn's have this day sold to the said Jeremiah Jackson the Canal Boat called "Lidy W. Jackson" at and for the sum of twelve hundred and seventy five dollars, which the said Jeremiah Jackson is to pay unto the said Jesse and Henry Korn's and their assigns in installments of fifty dollars each for all the trips made by said boat from Cumberland or any other Port or Place to Georgetown, Alexandria, or Washington City, until the entire purchase money is paid with interest from date, crediting the respective payments thereon as of the time when such payments shall be made, to the points aforesaid in regular trips both day and night with as much expedition and regularity as can be reasonably done on the Chesapeake and Ohio Canal to Georgetown, Alexandria and Washington City, and to keep said boat in proper repair; all of which said stipulations the said Jeremiah Jackson hereby covenants and agrees with the said Jesse and Henry Korn's and their assigns to fulfill and perform. And whereas the said Jeremiah Jackson is anxious to secure unto the said Jesse and Henry Korn's, and their assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said Jesse and Henry Korn's and their assigns the regular, prompt and due performance of covenants aforesaid; the said Jeremiah Jackson is willing to execute these presents.

Now this Indenture Witnesseth that the said Jeremiah Jackson for and in consideration of the premises hath granted, bargained and sold unto the said Jesse Korn's and Henry Korn's, the Canal Boat called "Lidy W. Jackson" to have and to hold the same forever. Provided, nevertheless, that if the said Jeremiah Jackson shall well and truly pay unto the said Jesse and Henry Korn's or their assigns, the aforesaid installments of purchase money, with interest, upon each and every trip as aforesaid, until the whole shall be fully paid; and 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 to be void; otherwise to remain in full force and virtue in law. And this Indenture further witnesseth, that it is mutually agreed between the parties aforesaid that in case of any default upon the part of the said Jeremiah Jackson to make regular payments on account of said purchase money, as herein provided, or in case of a failure to perform any of the covenants named in this mortgage, then and in either event the said Jesse Korn's and Henry Korn's, or their assigns, are hereby authorized to take immediate possession of said boat and after ten days notice thereof in a public newspaper printed in Cumberland City, to sell said boat at public sale as mortgagee to the highest bidder for cash or credit, and out of the proceeds of such sale pay first the expenses of such sale and publication and the balance due to the said Jesse and Henry Korn's, or their assigns, and if there be an overplus, the said J. & H. Korn's or their assigns are to pay the same to the said Jeremiah Jackson.

In Witness Whereof, the said Jeremiah Jackson hath subscribed his name and affixed his seal.

Test: Thomas McNeill

Andrew Gonder

Jeremiah Jackson {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this the 22nd day of September in the year of our Lord 1860 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County appeared Jeremiah Jackson and acknowledged the foregoing mortgage to be his act.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 22nd day of September 1860 before me the subscriber a Justice of the Peace in and for Allegany County, personally appeared Jesse Korn, one of the firm of Jesse Korn and Henry Korn one of the mortgagees in the foregoing mortgage and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgages is true and bona fide as therein set forth.

In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 19, p 461, 10/22/1860.

At the request of Henry & Jesse Korns this Mortgage was recorded October 22nd 1860.

This Indenture made this 22nd day of October in the year of our Lord 1860 between Jesse and Henry Korns of Allegany County in the State of Maryland of the first part, and Edward Richter of Allegany County in the State of Maryland of the second part.

Witnesseth, whereas the said Jesse & Henry Korns have this day sold to the said Edward Richter the Canal Boat called "William Walsh" at and for the sum of eleven hundred and fifty dollars, which the said Edward Richter is to pay to the said Jesse & Henry Korns and their assigns in installments of forty dollars each, for all the trips made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, or any other place, until the entire purchase money is paid with interest from date, crediting the respective payments thereon as of the time when such payments shall be made. And whereas it was a part of said contract of purchase and sale that the said Edward Richter shall use said boat in freighting coal from Cumberland to the points aforesaid in regular trips both day and night, if loading can be had, with as much expedition and regularity as can be reasonably be done on the Chesapeake and Ohio Canal to Georgetown, Alexandria and Washington City, or any other place, and to keep said boat in proper repair; all of which said stipulations the said Edward Richter hereby covenants and agrees with the said Jesse & Henry Korns and their assigns to fulfill and perform. And whereas the said Edward Richter is anxious to secure unto the said Jesse & Henry Korns, and their assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said J. & H. Korns and their assigns the regular, prompt and due performance of covenants aforesaid; the said Edward Richter is willing to execute these presents.

Now this Indenture Witnesseth that the said Edward Richter for and in consideration of the premises hath granted, bargained and sold unto the said Jesse & Henry Korns, the Canal Boat called "William Walsh" to have and to hold the same forever. Provided, nevertheless, that if the said Edward Richter shall well and truly pay unto the said Jesse & Henry Korns or their assigns, the aforesaid installments of purchase money, with the interest, upon each and every trip as aforesaid, until the whole shall be fully paid; and 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 shall be void; otherwise to remain in full force and virtue in law. And this Indenture further witnesseth, that it is mutually agreed between the parties aforesaid that in case of any default upon the part of the said Edward Richter to make regular payments on account of said purchase money, as herein provided, or in case of a failure to perform any of the covenants named in this mortgage, then and in either event the said Jesse & Henry Korns, or their assigns, are hereby authorized to take immediate possession of said boat and after ten days notice thereof in a public newspaper printed in Cumberland City, to sell said boat at public sale as mortgagee to the highest bidder for cash or credit, and out of the proceeds of such sale pay first the expenses of such sale and publication and the balance due to the said Jesse & Henry Korns, or their assigns, and if there be an overplus, the said Jesse & Henry Korns or their assigns are to pay the same to the said Edward Richter, or his assigns.

In Witness Whereof, the said Edward Richter hath subscribed his name and affixed his seal.  
Test: Andrew Gonder  
Edward Richter {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 22nd day of October in the year of our Lord 1860 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, appeared Edward Richter and acknowledged the foregoing mortgage to be his act.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 22nd day of October 1860 before me the subscriber a Justice of the Peace in and for Allegany County personally appeared Jesse Korn, one of the firm of Jesse and Henry Korn the mortgagees in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God that the consideration in the foregoing mortgage is true and bona fide as herein set forth.

In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.



Allegany County Courthouse, Cumberland, MD, Deed Book 19, p 570, 5/11/1861.

At the request of Jesse & Henry Korns this Mortgage was recorded March 15th 1861.

This Indenture made this 15th day of March in the year of our Lord 1861 between Jesse and Henry Korns of Allegany County in the State of Maryland of the first part, and Andrew Snyder of Allegany County in the State of Maryland of the second part.

Witnesseth, whereas the said Jesse Korns and Henry Korns have this day sold to the said Andrew Snyder the Canal Boat called "Emelia Snyder" at and for the sum of fifteen hundred dollars, which the said Andrew Snyder is to pay to the said Jesse Korns and Henry Korns and their assigns in installments of forty dollars each, for all the trips made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, until the entire purchase money is paid with interest from date, crediting the respective payments thereon as of the time when such payments shall be made. And whereas it was a part of said contract of purchase and sale that the said Andrew Snyder shall use said boat in freighting coal from Cumberland to the points aforesaid in regular trips both day and night, with as much expedition and regularity as can be reasonably done, and to receive the loads of said boat promptly at each trip with the coal of such company or persons or persons as said J & H Korns or their assigns shall direct, and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Allegany Mining Company and such other companies as are now shipping coal from Cumberland on the Chesapeake and Ohio Canal to Georgetown, Alexandria and Washington City; and to keep said boat in proper repair; all of which said stipulations the said Andrew Snyder hereby covenants and agrees with the said Jesse & Henry Korns and their assigns to fulfill and perform. And whereas the said Andrew Snyder is anxious to secure unto the said Jesse & Henry Korns, and their assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said Jesse Korns and Henry Korns and their assigns the regular, prompt and due performance of covenants aforesaid; the said Andrew Snyder is willing to execute these presents.

Now this Indenture Witnesseth that the said Andrew Snyder for and in consideration of the premises hath granted, bargained and sold unto the said Jesse Korns and Henry Korns, the Canal Boat called "Emelia Snyder" to have and to hold the same forever. Provided, nevertheless, that if the said Andrew Snyder shall well and truly pay unto the said Jesse Korns & Henry Korns or their assigns, the aforesaid installments of purchase money, with the interest, upon each and every trip as aforesaid, until the whole shall be fully paid; and 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 shall be void; otherwise to remain in full force and virtue in law. And this Indenture further witnesseth, that it is mutually agreed between the parties aforesaid that in case of any default upon the part of the said Andrew Snyder to make regular payments on account of said purchase money, as herein provided, or in case of a failure to perform any of the covenants named in this mortgage, then and in either event the said Jesse & Henry Korns, or their assigns, is hereby authorized to take immediate possession of said boat and after ten days notice thereof in a public newspaper printed in Cumberland City, to sell said boat at public sale as mortgagee to the highest bidder for cash or credit, and out of the proceeds of such sale pay first the expenses of such sale and publication and the balance due to the said Jesse & Henry Korns, or their assigns, and if there be an overplus, the said J. & H. Korns or their assigns are to pay the same to the said Andrew Snyder, or his assigns.

In Witness Whereof, the said Andrew Snyder hath subscribed his name and affixed his seal.

Test: A. Gonder

Andrew Snyder {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 15th day of March in the year of our Lord 1861 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, appeared Andrew Snyder and acknowledged the foregoing mortgage to be his act.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 15th day of March 1861 before me the subscriber a Justice of the Peace in and for Allegany County personally appeared Jesse Korn, one of the above named firm of Jesse and Henry Korn the mortgagees in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God that the consideration in the foregoing mortgage is true and bona fide as herein set forth.

In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 19, p 571, 3/15/1861.

At the request of Jesse Korn & Henry Korn this Mortgage was recorded March 15th 1861.

This Indenture made this 14th day of March in the year of our Lord 1861 between Jesse Korn and Henry Korn of Allegany County in the State of Maryland of the first part, and Joseph Bohnert of Allegany County in the State of Maryland of the second part.

Witnesseth, whereas the said Jesse Korn and Henry Korn have this day sold to the said Joseph Bohnert the Canal Boat called "Vienna" at and for the sum of fifteen hundred dollars, which the said Joseph Bohnert is to pay to the said Jesse Korn & Henry Korn and their assigns in installments of forty dollars each, for all the trips made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, until the entire purchase money is paid with interest from date, crediting the respective payments thereon as of the time when such payments shall be made. And whereas it was a part of said contract of purchase and sale that the said Joseph Bohnert shall use said boat in freighting coal from Cumberland to the points aforesaid in regular trips both day and night, with as much expedition and regularity as can be reasonably be done, and to receive the loads of said boat promptly at each trip with the coal of such company or person as said Jesse & Henry Korn or their assigns shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Allegany Mining Company and such other companies as are now shipping coal from Cumberland on the Chesapeake and Ohio Canal to Georgetown, Alexandria and Washington City; and to keep said boat in proper repair; all of which said stipulations the said Joseph Bohnert hereby covenants and agrees with the said Jesse & Henry Korn and their assigns to fulfill and perform. And whereas the said Joseph Bohnert is anxious to secure unto the said Jesse Korn & Henry Korn, and their assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said Jesse & Henry Korn and their assigns the regular, prompt and due performance of covenants aforesaid; the said Joseph Bohnert is willing to execute these presents.

Now this Indenture Witnesseth that the said Joseph Bohnert for and in consideration of the premises hath granted, bargained and sold unto the said Jesse Korn and Henry Korn, the Canal Boat called "Vienna" to have and to hold the same forever. Provided, nevertheless, that if the said Joseph Bohnert shall well and truly pay unto the said Jesse Korn & Henry Korn or their assigns, the aforesaid installments of purchase money, with interest, upon each and every trip as aforesaid, until the whole shall be fully paid; and 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 shall be void; otherwise to remain in full force and virtue in law. And this Indenture further witnesseth, that it is mutually agreed between the parties aforesaid that in case of any default upon the part of the said Joseph Bohnert to make regular payments on account of said purchase money, as herein provided, or in case of a failure to perform any of the covenants named in this mortgage, then and in either event the said Jesse Korn & Henry Korn, or their assigns, is hereby authorized to take immediate possession of said boat and after ten days notice thereof in a public newspaper printed in Cumberland City, to sell said boat at public sale as mortgagee to the highest bidder for cash or credit, and out of the proceeds of such sale pay first the expenses of such sale and publication and the balance due to the said Jesse & Henry Korn, or their assigns, and if there be an overplus, the said Jesse & Henry Korn or their assigns are to pay the same to the said Joseph Bohnert, or his assigns.

In Witness Whereof, the said Joseph Bohnert hath subscribed his name and affixed his seal.

Test: Andrew Gonder, A. Willison

his  
Joseph X Bohnert {Seal}  
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this 14th day of March in the year of our Lord 1861 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, appeared Joseph Bohnert and acknowledged the foregoing mortgage to be his act.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 14th day of March 1861 before me the subscriber a Justice of the Peace in and for Allegany County personally appeared Jesse Korn, one of the firm of Jesse and Henry Korn one of the mortgagees in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God that the consideration in the foregoing mortgage is true and bona fide as herein set forth.

In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 20, p 155, 5/16/1862.

At the request of C. E. Detmold this Mortgage was recorded May 16th 1862.

We, Jesse Korn and Henry Korn, partners doing business in the name of J. & H. Korn of the City of Cumberland in Allegany County and State of Maryland, being now indebted to Christian E. Detmold of the City and State of New York in the sum of twelve hundred dollars, in Consideration thereof do hereby bargain and sell to the said Christian E. Detmold the following property, to wit: the Canal Boat called "W. H. Barger," the Canal Boat called "Phoebe L. Detmold" and the Canal Boat called "William Elder."

Provided that if we the said J. & H. Korn shall pay to the said C. E. Detmold the said sum of twelve hundred dollars, in the following manner, that is to say, the sum of fifteen dollars for each and every trip said boats shall make upon said Canal until said twelve hundred dollars with interest are paid in full, then these presents shall be void.

Witness our hand and seals.

Test:

J. M. Strong

Jesse Korn {Seal}

Henry Korn {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this sixteenth day of July in the year 1862, before the subscriber, a Justice of the Peace of the State of the said County and State, personally appeared Jesse Korn and Henry Korn and did each acknowledge the foregoing mortgage to be their respective act. And also at the same time personally appeared Alexander Shaw, Agent for C. E. Detmold and made oath on the Holy Evangel of Almighty God that the consideration mentioned in the within mortgage is just and true as therein set forth.

J. M. Strong, J. P.

I hereby release the within Mortgage. Witness my hand and seal this twenty first day of May 1866.

Jas. J. Shaw {Seal}

Agent of the Central Coal M. & Man. Co



Allegany County Courthouse, Cumberland, MD, Deed Book 20, p 156, 5/10/1862.

At the request of Jesse & Henry Korn's this Mortgage was recorded May 10th 1862.

This Indenture made this 14th day of April in the year of our Lord 1862 between Jesse Korn's and Henry Korn's of Allegany County in the State of Maryland of the first part, and James Boyd of Allegany County in the State of Maryland of the second part.

Witnesseth, whereas the said Jesse Korn's and Henry Korn's have this day sold to the said James Boyd the Canal Boat called "W. Elder" at and for the sum of fifteen hundred dollars, which the said James Boyd is to pay unto the said Jesse Korn's and Henry Korn's and their assigns in installments of forty dollars each, for all the trips made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, or any other port, until the entire purchase money is paid with interest from date, crediting the respective payments thereon as of the time when such payments shall be made.

And Whereas it was a part of said contract of purchase and sale that the said James Boyd shall use said boat in freighting coal from Cumberland to the points aforesaid in regular trips with as much expedition and regularity as can be reasonably done and to receive the loads of said boat promptly at each trip with the coal of such Company or person as said J. & H. Korn's or their assigns shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Allegany Mining Company and such other companies as are now shipping coal from Cumberland on the Chesapeake and Ohio Canal to Georgetown, Alexandria and Washington City; and to keep said boat in proper repair; all of which said stipulations the said James Boyd hereby covenants and agrees with the said Jesse Korn's and Henry Korn's and their assigns to fulfill and perform. And Whereas the said James Boyd is anxious to secure unto the said Jesse Korn's and Henry Korn's, and their assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said Jesse and Henry Korn's and their assigns the regular, prompt and due performance of covenants aforesaid; the said James Boyd is willing to execute these presents.

Now this Indenture Witnesseth that the said James Boyd for and in consideration of the premises hath granted, bargained and sold unto the said Jesse Korn's and Henry Korn's, the Canal Boat called "W. Elder" to have and to hold the same forever. Provided, nevertheless, that if the said James Boyd shall well and truly pay unto the said Jesse Korn's and Henry Korn's or their assigns, the aforesaid installments of purchase money, with interest, upon each and every trip as aforesaid, until the whole shall be fully paid; and 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 shall be void; otherwise to remain in full force and virtue in law. And this Indenture further witnesseth, that it is mutually agreed between the parties aforesaid that in case of any default upon the part of the said James Boyd to make regular payments on account of said purchase money, as herein provided, or in case of a failure to perform any of the covenants named in this mortgage, then and in either event the said Jesse Korn's and Henry Korn's, or their assigns, is hereby authorized to take immediate possession of said boat and after ten days notice thereof in a public newspaper printed in Cumberland City, to sell said boat at public sale as mortgagee to the highest bidder for cash or credit, and out of the proceeds of such sale pay first the expenses of such sale and publication and the balance due to the said Jesse Korn's and Henry Korn's, or their assigns, and if there be an overplus, the said Jesse Korn's and Henry Korn's or their assigns are to pay the same to the said James Boyd, or his assigns.

In Witness Whereof, the said James Boyd hath subscribed his name and affixed his seal.

Test: Andrew Gonder

James Boyd {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 14th day of April in the year of our Lord 1862 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, appeared James Boyd and acknowledged the foregoing mortgage to be his act.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 14th day of April 1862 before me the subscriber a Justice of the Peace in and for Allegany County personally appeared Jesse Korns, one of the above named mortgagees in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God that the consideration in the foregoing mortgage is true and bona fide as herein set forth.

In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.



Allegany County Courthouse, Cumberland, MD, Deed Book 20, p 198, 7/16/1862.

At the request of C. E. Detmold this Mortgage was recorded July 16th 1862.

We, Jesse Korns and Henry Korns, partners doing business in the name of J. & H. Korns of Allegany County, State of Maryland, being now indebted to C. E. Detmold of the City of New York in the sum of twelve hundred dollars for money heretofore advanced to us by said C. E. Detmold in the building of certain Canal Boats, to ply on the Chesapeake and Ohio Canal, in the transportation of coal for said Detmold on said Canal from Cumberland to Georgetown and Alexandria and in order to secure the payment of said twelve hundred dollars to said C. E. Detmold, the said J. & H. Korns are willing to execute this mortgage. Now in consideration of the premises and the sum of one dollar to us paid by the said C. E. Detmold, the receipt whereof is hereby acknowledged, we the said J. & H. Korns do hereby bargain and sell to the said C. E. Detmold three Canal Boats, named as follows: "Therza Hall," "Minnie & Zella" and "A. Goodwin." Provided that if we the said Jesse Korns and Henry Korns, partners trading and doing business under and in the name of **J. & H. Korns** shall pay to the said Christian E. Detmold the said sum of twelve hundred dollars with interest in installments of fifteen dollars on each and every trip said boats may, or shall have made, on the Chesapeake and Ohio Canal in freighting coal or any other merchandise on said canal from the Port of Cumberland to Georgetown, Alexandria, Washington City or any other port east of Cumberland, crediting the payments as of the time when such payments shall be made, until the entire sum of twelve hundred dollars with the interest thereon shall have been fully paid.

In Witness whereof the said Jesse Korns and Henry Korns have subscribed their names and seals on this 29th day of April 1862.

Test:

Andrew Gonder

Jesse Korns {Seal}

Henry Korns {Seal}

State of Maryland, Allegany County, to wit: On this 29th day of April in the year of our Lord 1862 personally appeared before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, Jesse Korns and Henry Korns and severally acknowledged the foregoing Mortgage to be their act. And at the same time also appeared Alexander Shaw, Agent of Christian E. Detmold and made oath on the Holy Evangely of Almighty God that the consideration set forth in the said Mortgage is true and bona fide as therein set forth.

In Testimony whereof I have subscribed my name.

Andrew Gonder, J. P.

I hereby release the within Mortgage. Witness my hand and seal this twenty first day of May 1866.

Jas. J. Shaw {Seal}

Agent of the Central Coal M. & Man. Co



Allegany County Courthouse, Cumberland, MD, Deed Book 20, p 223, 5/10/1862.

At the request of Jesse & Henry Korn's the following Mortgage was recorded May 10th 1862.

This Indenture made this 19th day of April in the year of our Lord 1862 between Jesse Korn's and Henry Korn's of Allegany County in the State of Maryland of the first part, and Francis Barger of Allegany County in the State of Maryland of the second part.

Witnesseth, whereas the said Jesse Korn's and Henry Korn's have this day sold to the said Francis Barger the Canal Boat called "W. H. Barger" at and for the sum of fifteen hundred dollars, which the said Francis Barger is to pay unto the said Jesse Korn's and Henry Korn's and their assigns in installments of forty dollars each, for all the trips made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, or any other port, until the entire purchase money is paid with interest from date, crediting the respective payments thereon as of the time when such payments shall be made. And Whereas it was a part of said contract of purchase and sale, that the said Francis Barger shall use said boat in freighting coal from Cumberland to the points aforesaid in regular trips both day and night with as much expedition and regularity as can be reasonably done, and to receive the loads of said boat promptly at each trip with the coal of such Company or person as said J. & H. Korn's or their assigns shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Allegany Mining Company or such other companies as are now shipping coal from Cumberland on the Chesapeake and Ohio Canal to Georgetown, Alexandria or Washington City; and to keep said boat in proper repair; all of which said stipulations the said Francis Barger hereby covenants and agrees with the said Jesse Korn's and Henry Korn's and their assigns to fulfill and perform.

And Whereas the said Francis Barger is anxious to secure unto the said Jesse Korn's and Henry Korn's, and their assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said Jesse Korn's and Henry Korn's and their assigns the regular, prompt and due performance of covenants aforesaid; the said Francis Barger is willing to execute these presents. Now this Indenture Witnesseth, that the said Francis Barger for and in consideration of the premises, hath granted, bargained and sold unto the said Jesse Korn's and Henry Korn's, the Canal Boat called "W. H. Barger" to have and to hold the same forever. Provided, nevertheless, that if the said Francis Barger shall well and truly pay unto the said Jesse Korn's and Henry Korn's or their assigns, the aforesaid installments of purchase money, with interest, upon each and every trip as aforesaid, until the whole shall be fully paid; and 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 shall be void; otherwise to remain in full force and virtue in law. And this Indenture further witnesseth, that it is mutually agreed between the parties aforesaid that in case of any default upon the part of the said Francis Barger to make regular payments on account of said purchase money, as herein provided, or in case of a failure to perform any of the covenants named in this mortgage, then and in either event the said Jesse Korn's and Henry Korn's, or their assigns, are hereby authorized to take immediate possession of said Boat and after ten days notice thereof in a public newspaper printed in Cumberland City, to sell said boat at public sale as mortgagee to the highest bidder for cash or credit, and out of the proceeds of such sale pay first the expenses of such sale and publication and the balance due to the said Jesse Korn's & Henry Korn's, or their assigns, and if there be an overplus, the said J. & H. Korn's or their assigns are to pay the same to the said Francis Barger, or his assigns.

In Witness Whereof, the said Francis Barger hath subscribed his name and affixed his seal.

Test: Andrew Gonder

Francis Barger {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 19th day of April in the year of our Lord 1862 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, appeared Francis Barger and acknowledged the foregoing mortgage to be his act.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 19th day of April 1862, before me the subscriber a Justice of the Peace in and for Allegany County, personally appeared Jesse Korn, one of the mortgagees in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God that the consideration in the foregoing mortgage is true and bona fide as herein set forth.

In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 20, p 233, 5/10/1862.

At the request of Jesse Korn & Henry Korn the following Mortgage was recorded May 10th 1862.

This Indenture made this 7th day of May, eighteen hundred and sixty two between Jesse Korn and Henry Korn of Allegany County, State of Maryland of the first part, and James W. Conner & Jesse M. Hall of Montgomery County, State of Maryland of the second part.

Whereas the said Jesse Korn and Henry Korn have this day sold to the said Conner and Hall the Canal Scow called "Therza Hall" at and for the sum of fourteen hundred and fifty dollars, which the said James W. Conner & Jesse M. Hall have this day paid the sum of two hundred dollars, and is to pay unto the said J. & H. Korn and their assigns the balance of the said purchase money in installments of forty dollars each, for every the trip made by said Scow from Cumberland to Georgetown, Alexandria, or Washington City, or any other port on the Canal, until the entire balance of said purchase money is paid with interest thereon from this date, crediting the respective payments thereon as of the time when such payments shall be made. And Whereas it was a part of said contract of purchase and sale between the said Conner & Hall and the said J. & H. Korn that the said Conner & Hall shall use the said Boat in freighting coal from Cumberland to the points aforesaid in regular trips, running 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 said J. & H. Korn shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company and the Allegany Mining Company; and keep said boat in proper repair; all of which said stipulations the said J. W. Conner & J. M. Hall hereby covenant and agree with the said J. & H. Korn and their assigns to fulfill and perform. And Whereas the said J. W. Conner & J. M. Hall is anxious to secure unto the said J. & H. Korn, and their assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said J. & H. Korn and their assigns, the regular, prompt and due performance of covenants aforesaid; the said Conner & Hall are willing to execute these presents.

Now this Indenture Witnesseth, that the said J. W. Conner & Jesse M. Hall for and in consideration of the premises hath granted, bargained and sold, and by these presents do grant, bargain and sell unto the said J. & H. Korn, their executors, administrators and assigns, the Canal Boat called "Therza Hall" to have and to hold the same unto the said J. & H. Korn, their executors, administrators and assigns, forever. Provided Nevertheless, and it is hereby declared to be the true intent and meaning of these presents that if the said J. W. Conner & J. M. Hall shall well and truly pay unto the said J. & H. Korn their executors, administrators or assigns, the aforesaid installments of purchase money, upon each and every trip as aforesaid, until the whole purchase money with the interest, as aforesaid, shall be fully paid; and if the said Conner & Hall shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this mortgage, then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void; otherwise to remain in full force and virtue in law.

And this Indenture further witnesseth, that it is mutually agreed between the parties aforesaid that in case of any default upon the part of the said Conner & Hall 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 Conner & Hall to freight for the Company or person designated by said J. & H. Korn or in case of a failure or neglect to use all

diligence, care and skill in making such trips with said boat as before mentioned; or in case said boat is not kept in proper repair, or in case of a failure to perform any of the stipulations or recitals in this mortgage named to be done and performed on the part of the said Conner & Hall then, and in either event the said J. & H. Korns, or their assigns, are hereby authorized to take immediate possession of said boat and after ten days public notice thereof in a newspaper printed in the City of Cumberland, to sell said Canal Boat at public sale as mortgagee to the highest bidder for cash or on credit, and out of the proceeds of such sale pay first the expenses of such sale and advertisement and then the balance due to the said J. & H. Korns, or their assigns, of said purchase money and interest. In witness whereof, the said James W. Conner & Jesse M. Hall hath hereunto subscribed their names and affixed their seals on the day and year first above written.

Test: F. Madore

J. W. Conner {Seal}

Jesse M. Hall {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 7th day of May 1862 before the subscriber a Justice of the Peace of the State of Maryland in and for said County, personally appeared J. W. Conner & Jesse M. Hall and acknowledged the foregoing instrument to be their act and deed.

[F. Madore, J.P.]

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this \_\_\_ day of May 1862 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared J. & H. Korns, mortgagees in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth.

In witness whereof, I hereunto subscribe my name on the day and year aforesaid.

F. Madore, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 20, p 257, 6/3/1862.

At the request of Jesse & Henry Korns this Mortgage was recorded June 3rd 1862.

**This Indenture** made this 3rd day of June, in the year of our Lord 1862 between Jesse & Henry Korns of Allegany County. in the State of Maryland of the first part, and Michael & John Shannon of Allegany County, in the State of Maryland of the second part.

**Witnesseth**, Whereas the said Jesse & Henry Korns have this day sold to the said Michael and John Shannon the Canal Boat called "Minie Ann Zilla" at and for the sum of fourteen hundred & fifty dollars, which the said Michael & John Shannon are to pay unto the said Jesse and Henry Korns and their assigns in installments of forty two 50/100 dollars each, for all the trips made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, or any other port east of Cumberland, until the entire purchase money is paid, with interest from date, crediting the respective payments thereon as of the time when such payments shall be made. And Whereas it was a part of said contract of purchase and sale that the said Michael & John Shannon shall use said boat in freighting coal from Cumberland to the points aforesaid in regular trips, with as much expedition and regularity as can be reasonably done; and to receive the loads of said boat promptly at each trip with the coal of such company or person as said J. & H. Korns, or their assigns, shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Allegany Mining Company and such other companies as are now shipping coal from Cumberland on the Chesapeake & Ohio Canal to Georgetown, Alexandria and Washington City; and keep said boat in proper repair; all of which said stipulations the said Michael & John Shannon hereby covenant and agree with the said Jesse and Henry Korns and their assigns to fulfill and perform. And Whereas the said Michael & John Shannon are anxious to secure unto the said Jesse & Henry Korns, and their assigns, the regular, prompt and due performance of the covenants aforesaid; the said Michael & John Shannon is willing to execute these presents.

Now this Indenture Witnesseth, that the said Michael and John Shannon for and in consideration of the premises hath granted, bargained & sold, unto the said Jesse & Henry Korns the Canal Boat called "Minie Ann Zilla" to have and to hold the same forever. Provided, nevertheless, that if the said Michael and John Shannon shall well & truly pay unto the said Jesse and Henry Korns or their assigns, the aforesaid installments of purchase money, with interest, upon each & every trip as aforesaid, until the whole shall be fully paid; and shall well and truly do and perform all the covenants on their part to be done and performed as set forth in this mortgage, then this instrument of writing shall be void; otherwise to remain in full force and virtue in law.

And this Indenture further witnesseth, that it is mutually agreed between the parties aforesaid that in case of any default upon the part of the said Michael & John Shannon to make regular payments on account of said purchase money, as herein provided, or in case of a failure to perform any of the covenants named in this mortgage then, and in either event the said Jesse and Henry Korns, or their assigns, are hereby authorized to take immediate possession of said boat and after ten days notice thereof in a public newspaper printed in Cumberland City, to sell said boat at public sale as mortgagees to the highest bidder for cash or credit, and out of the proceeds of such sale pay first the expenses of such sale & publication & the balance due to the said J. and H. Korns, or their assigns, and if there be an overplus, the said J. & H. Korns or their assigns are to pay the same to said Michael & John Shannon or their assigns.

In witness whereof, the said Michael & John Shannon hath subscribed their names & affixed their seals.

Test: Andrew Gonder

Michael Shannon {Seal}

John Shannon {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 3rd day of June in the year of our Lord 1862 before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, appeared Michael Shannon & John Shannon & acknowledged the foregoing Mortgage to be their respective act.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 3rd day of June 1862 before me the subscriber, a Justice of the Peace in & for Allegany County, personally appeared Jesse Korns one of the mortgagees in the foregoing mortgage, & made oath on the Holy Evangelical of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth.

In witness whereof, I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.



Allegany County Courthouse, Cumberland, MD, Deed Book 20, p 259, 6/3/1862.

At the request of Jesse & Henry Korns this Mortgage was recorded June 3rd 1862.

**This Indenture** made this 2nd day of June, in the year of our Lord 1862 between Jesse and Henry Korns of Allegany County. in the State of Maryland of the first part, and Jacob Brengle of Allegany County, in the State of Maryland of the second part.

**Witnesseth**, Whereas the said Jesse Korns & Henry Korns have this day sold to the said Jacob Brengle the Canal Boat called "Phoebe Detmold" at and for the sum of fifteen hundred dollars, which the said Jacob Brengle is to pay unto the said Jesse Korns & Henry Korns and their assigns in installments of forty dollars each, for all the trips made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, or any other port, until the entire purchase money is paid, with interest from date, crediting the respective payments thereon as of the time when such payments shall be made. And Whereas it was a part of said contract of purchase and sale that the said Jacob Brengle shall use the said boat in freighting coal from Cumberland to the points aforesaid in regular trips, both day and night, with as much expedition and regularity as can be reasonably done; and to receive the loads of said boat promptly at each trip with the coal of such Company or person as said Jesse & Henry Korns, or their assigns, shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Allegany Mining Company and such other companies as are now shipping coal from Cumberland on the Chesapeake & Ohio Canal to Georgetown, Alexandria and Washington City; and keep said boat in proper repair; all of which said stipulations the said Jacob Brengle hereby covenants and agrees with the said Jesse & Henry Korns & their assigns to fulfill and perform. And Whereas the said Jacob Brengle is anxious to secure unto the said Jesse & Henry Korns, & their assigns, the regular & due payment of each and every installment of said purchase money, and also to secure to the said Jesse Korns & Henry Korns & their assigns, the regular, prompt and due performance of the covenants aforesaid; the said Jacob Brengle is willing to execute these presents.

Now this Indenture Witnesseth, that the said Jacob Brengle for and in consideration of the premises hath granted, bargained & sold, unto the said Jesse Korns & Henry Korns the Canal Boat called "Phoebe Detmold" to have and to hold the same forever. Provided, nevertheless, that if the said Jacob Brengle shall well and truly pay unto the said Jesse Korns & Henry Korns or their assigns, the aforesaid installments of purchase money, with interest, upon each & every trip as aforesaid, until the whole shall be fully paid; and 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 shall be void; otherwise to remain in full force and virtue in law.

And this Indenture further witnesseth, that it is mutually agreed between the parties aforesaid that in case of any default upon the part of the said Jacob Brengle to make regular payments on account of said purchase money, as herein provided, or in case of a failure to perform any of the covenants named in this mortgage then, and in either event the said Jesse Korns & Henry Korns, or their assigns, are hereby authorized to take immediate possession of said boat and after ten days notice thereof in a public newspaper printed in Cumberland City, to sell said boat at public sale as mortgagees to the highest bidder for cash or on credit, and out of the proceeds of such sale pay first the expenses of such sale and publication and the balance due to the said Jesse and Henry Korns, or

their assigns, and if there be an overplus, the said J. & H. Korns or their assigns are to pay the same to said Jacob Brengle or his assigns.

In witness whereof, the said Jacob Brengle hath subscribed his name & affixed his seal.

Test: Andrew Gonder

Jacob Brengle {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 2nd day of June in the year of our Lord 1862 before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County aforesaid, appeared Jacob Brengle & acknowledged the foregoing instrument to be his act.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 2nd day of June 1862 before me the subscriber, a Justice of the Peace in & for Allegany County, personally appeared Jesse Korns one of the mortgagees in the foregoing mortgage, & made oath on the Holy Evangelical of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth.

In witness whereof, I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

We hereby release the within mortgage. Witness our hands and seals this 12th day of May 1865.

Witness: Horace Resley, Clerk

Henry Korns

for J. & H. Korns {Seal}

Allegheny County Courthouse, Cumberland, MD, Deed Book 20, p 283, 7/15/1862.

At the request of Jesse & Henry Korns this Mortgage was recorded July 15th 1862.

**This Indenture** made this 15th day of July, in the year of our Lord 1862 between Jesse Korns & Henry Korns of Allegheny County. in the State of Maryland of the first part, and Peter Kelly of Allegheny County, in the State of Maryland of the second part.

**Witnesseth**, Whereas the said Jesse Korns and Henry Korns have this day sold to the said Peter Kelly the Canal Boat called "Andrew Goodwin" at & for the sum of fourteen hundred & fifty dollars, which the said Peter Kelly is to pay unto the said Jesse & Henry Korns and their assigns, in installments of fifty dollars each, for all the first ten trips made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, or any other port east of Cumberland & forty dollars for the remaining trips, until the entire purchase money is paid, with interest from date, crediting the respective payments thereon as of the time when such payments shall be made. And Whereas it was a part of said contract of purchase and sale that the said Peter Kelly shall use the said boat in freighting coal from Cumberland to the points aforesaid in regular trips, both day & night, with as much expedition & regularity as can be reasonably done; and to receive the loads of said boat promptly at each trip with the coal of such Company or person as said J. & H. Korns, or their assigns, shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Allegheny Mining Company and such other companies as are now shipping coal from Cumberland on the Chesapeake & Ohio Canal to Georgetown, Alexandria and Washington City; and keep said boat in proper repair; all of which said stipulations the said Peter Kelly hereby covenants and agrees with the said Jesse Korns & Henry Korns and their assigns to fulfill & perform. And Whereas the said Peter Kelly is anxious to secure unto the said Jesse Korns & Henry Korns and their assigns the regular & due payment of each and every installment of said purchase money, & also to secure to the said Jesse & Henry Korns & their assigns, the regular, prompt and due performance of the covenants aforesaid; the said Peter Kelly is willing to execute these presents.

**Now this Indenture Witnesseth**, that the said Peter Kelly for and in consideration of the premises, hath granted, bargained & sold, unto the said Jesse Korns and Henry Korns the Canal Boat called "Andrew Goodwin" to have and to hold the same forever. Provided, nevertheless, that if the said Peter Kelly shall well and truly pay unto the said Jesse & Henry Korns or their assigns, the aforesaid installments of purchase money, with interest, upon each & every trip as aforesaid, until the whole shall be fully paid; and shall well and truly do & perform all the covenants on his part to be done and performed as set forth in this mortgage, then this instrument of writing shall be void; otherwise to remain in full force and virtue in law. And this Indenture further witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said Peter Kelly to make regular payments on account of said purchase money, as herein provided, or in case of a failure to perform any of the covenants named in this mortgage then, and in either event the said Jesse Korns & Henry Korns, or their assigns, are hereby authorized to take immediate possession of said boat and after ten days notice thereof in a public newspaper printed in Cumberland City, to sell said boat at public sale as mortgagees to the highest bidder for cash or credit, and out of the proceeds of such sale pay first the expenses of such sale and publication and the balance due to the said Jesse and Henry Korns, or their assigns, and if there be an overplus, the said Jesse & Henry Korns or their assigns are to pay the same to said Peter Kelly or his assigns.

In witness whereof, the said Peter Kelly hath subscribed his name & affixed his seal.  
Test: Andrew Gonder Peter Kelly {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 15th day of July in the year of our Lord 1862 before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, appeared Peter Kelly and acknowledged the foregoing mortgage to be his act.  
Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 15th day of July 1862 before me the subscriber, a Justice of the Peace in & for Allegany County, personally appeared Jesse Korn one of the mortgagees in the foregoing mortgage, & made oath on the Holy Evangelical of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth.  
In witness whereof, I hereunto subscribe my name on the day and year aforesaid.  
Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 20, p 510, 2/19/1863.

At the request of C. E. Detmold this Mortgage was recorded February 19th 1863.

We, Jesse Korn and Henry Korn, trading and doing business in the name of J. & H. Korn of Allegany County, State of Maryland, being now indebted to C. E. Detmold of the City of New York in the sum of four hundred dollars for money heretofore advanced to us by said C. E. Detmold in the building of a certain Canal Boat, to ply on the Chesapeake and Ohio Canal, in the transportation of coal for said Detmold on said Canal from Cumberland to Georgetown and Alexandria and in order to secure the payment of said four hundred dollars to said C. E. Detmold, the said J. & H. Korn are willing to execute this mortgage.

Now in consideration of the premises and the sum of one dollar to us paid by the said C. E. Detmold, the receipt whereof is hereby acknowledged, we the said J. & H. Korn do hereby bargain and sell to the said C. E. Detmold the Canal Boat, named "1776."

Provided that if we the said J. & H. Korn shall pay to the said C. E. Detmold the said sum of four hundred dollars in the following manner, that is to say: the sum of fifteen dollars for each and every trip said boat shall make upon the said Canal until the said four hundred dollars, with interest, are paid in full, then these presents shall be void.

Witness our hands and seals on this 18th day of Feb. 1863.

Test:

Andrew Gonder

Jesse Korn {Seal}

Henry Korn {Seal}

State of Maryland, Allegany County, to wit: On this 18th day of February in the year of our Lord 1863 personally appeared before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, Jesse Korn and Henry Korn and severally acknowledged the foregoing mortgage to be their act. And at the same time also appeared Alexander Shaw, Agent of the said C. E. Detmold and made oath in due form of law that the consideration set forth in the said foregoing Mortgage is true and bona fide as therein set forth and that he is authorized to make such oath.

In Testimony whereof I have subscribed my name.

Andrew Gonder, J. P.

I hereby release the within Mortgage. Witness my hand and seal this twenty first day of May 1866.

Jas. J. Shaw {Seal}

Agent of the Central Coal M. & Man. Co

Allegany County Courthouse, Cumberland, MD, Deed Book 20, p 521, 3/25/1863.

At the request of C. E. Detmold this Mortgage was recorded March 25th 1863.

We, Jesse Korn and Henry Korn (trading and doing business in the name of J. & H. Korn) of Allegany County, State of Maryland, being now indebted to C. E. Detmold of the City of New York in the sum of twenty eight hundred dollars for money heretofore advanced to us by said C. E. Detmold in the building of certain Canal Boats, to ply on the Chesapeake and Ohio Canal, in the transportation of coal for said Detmold on said Canal from Cumberland to Georgetown and Alexandria and in order to secure the payment of said twenty eight hundred dollars to said C. E. Detmold, the said J. & H. Korn are willing to execute this Mortgage.

Now in consideration of the premises and the sum of one dollar to us paid by the said C. E. Detmold, the receipt whereof is hereby acknowledged, we the said J. and H. Korn do hereby bargain and sell to the said C. E. Detmold four Canal Boats named as follows: "James Shaw," "Mary Willard," "Mary P. C. Morrison" and "Rosecrans."

Provided that if we the said J. & H. Korn shall pay to the said C. E. Detmold the sum of twenty eight hundred dollars in the following manner, that is to say: the sum of twenty five dollars for each and every trip each of said Boats shall make, or one half the trippage, upon the said Canal until the said twenty eight hundred dollars, with interest, are paid in full, then these presents shall be void.

Witness our hands and seals on this 18th day of Feb. 1863.

Test:

Andrew Gonder

Jesse Korn {Seal}

Henry Korn {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty fifth day of March in the year 1863, before me the subscriber a Justice of the Peace of the State of the said County and State, personally appeared Jesse Korn & Henry Korn and did each acknowledge the foregoing Mortgage to be their respe+ctive act. And also at the same time personally appeared Alexander Shaw, Agent for C. E. Detmold and made oath on the Holy Evangely of Almighty God that the consideration mentioned in the within mortgage is just and true as therein set forth and that he is authorized to make such oath.

Andrew Gonder, J. P.

I hereby release the within Mortgage. Witness my hand and seal this twenty first day of May 1866.

Jas. J. Shaw, Agent {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 20, page 625, 5/21/1863.

At the request of C. E. Detmold this Mortgage was recorded May 21st 1863.

I, Jesse Korn of Allegany County, State of Maryland, being now indebted to C. E. Detmold of the City of New York in the sum of six hundred dollars for money heretofore advanced to me by said C. E. Detmold, in the building a certain Canal Boat to ply on the Chesapeake and Ohio Canal in the transportation of coal for said Detmold on said Canal from Cumberland to Georgetown & Alexandria and in order to secure the payment of said six hundred dollars to said C. E. Detmold the said Jesse Korn is willing to execute this Mortgage.

Now in consideration of the premises & the sum of one dollar to me in hand paid by C. E. Detmold, the receipt whereof is hereby acknowledged, I the said Jesse Korn, do hereby bargain & sell to C. E. Detmold the Canal Boat called "Little Bob."

Provided, that if I, the said Jesse Korn, shall pay to the said C. E. Detmold the said sum of six hundred dollars in the following manner, that is to say: the sum of twenty dollars for each & every trip said boat shall make upon said Canal until said six hundred dollars, with interest, are paid in full, then these presents shall be void.

Witness my hand & seal.

Teste: Andrew Gonder

Jesse Korn {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 20th day of May in the year 1863, before the subscriber a Justice of the Peace of the said County & State personally appeared Jesse Korn & did acknowledge the foregoing Mortgage to be his act. And also at the same time personally appeared Alexander Shaw, Agent for C. E. Detmold, & made oath on the Holy Evangely of Almighty God that the consideration mentioned in the within mortgage is just & true as therein set forth. In testimony whereof I have subscribed my name.

Andrew Gonder, J.P.

I hereby release the within mortgage. Witness my hand and seal this twenty first day of May 1866.

Jas. J. Shaw

Agent Central Coal Mining & Manufacturing Co.

Allegany County Courthouse, Cumberland, MD, Deed Book 20, page 626, 5/21/1863.

At the request of C. E. Detmold this Mortgage was recorded May 21st 1863.

We, Jesse Korn and Henry Korn (trading and doing business under the name of J. & H. Korn) of Allegany County, State of Maryland, being now indebted to C. E. Detmold of the City of New York in the sum of fourteen hundred dollars for money heretofore advanced to us by said C. E. Detmold, in the building certain Canal Boats to ply on the Chesapeake and Ohio Canal in the transportation of coal for said Detmold on said Canal from Cumberland to Georgetown & Alexandria and in order to secure the payment of said fourteen hundred dollars to said C. E. Detmold the said J. & H. Korn is willing to execute this Mortgage.

Now in consideration of the premises & the sum of one dollar to us paid by C. E. Detmold, the receipt whereof is hereby acknowledged, we the said J. & H. Korn, do hereby bargain & sell to C. E. Detmold two Canal Boats named as follows: "Josephus" and "Maggie Miller."

Provided, that if we, the said J. & H. Korn, shall pay to the said C. E. Detmold the said sum of fourteen hundred dollars in the following manner, that is to say: the sum of twenty seven and fifty one hundredths dollars or one half the amount of trippage for each & every trip each of said Boats shall make upon said Canal until said fourteen hundred dollars, with interest, are paid in full, then these presents shall be void. Witness our hands & seals.

Teste: Andrew Gonder

Jesse Korn {Seal}

Henry Korn {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 20th day of May 1863, before the subscriber a Justice of the Peace of the said County & State personally appeared Jesse Korn & Henry Korn and did acknowledge the foregoing mortgage to be their respective act. And also at the same time personally appeared Alexander Shaw, Agent for C. E. Detmold, & made oath on the Holy Evangely of Almighty God that the consideration mentioned in the within mortgage is just & true as therein set forth. In testimony whereof I have subscribed my name.

Andrew Gonder, J.P.

I hereby release the within mortgage. Witness my hand and seal this 22nd November 1866.

Jas. J. Shaw

Agent Central Coal Mining & Manufacturing Co.



Allegany County Courthouse, Cumberland, MD, Deed Book 20, page 772, 8/3/1863.

At the request of J. & H. Korn's this Mortgage was recorded Aug. 3rd 1863.

We, Jesse Korn's and Henry Korn's (trading and doing business under the name of J. & H. Korn's) of Allegany County, State of Maryland, being now indebted to C. E. Detmold of the City of New York in the sum of fourteen hundred dollars for money heretofore advanced to us by said C. E. Detmold, in the building certain Canal Boats to ply on the Chesapeake and Ohio Canal in the transportation of coal for said Detmold on said Canal from Cumberland to Georgetown & Alexandria and in order to secure the payment of said fourteen hundred dollars to said C. E. Detmold the said J. & H. Korn's is willing to execute this Mortgage.

Now in consideration of the premises & the sum of one dollar to us paid by C. E. Detmold, the receipt whereof is hereby acknowledged, we the said J. & H. Korn's, do hereby bargain & sell to C. E. Detmold two Canal Boats named as follows: "Hibernian" and "J. McH. Hollingsworth."

Provided, that if we, the said J. & H. Korn's, shall pay to the said C. E. Detmold the said sum of fourteen hundred dollars in the following manner, that is to say: the sum of twenty seven and fifty one hundredths dollars or one half the amount of trippage for each & every trip each of said boats shall make upon said Canal until said fourteen hundred dollars, with interest, are paid in full, then these presents shall be void.

In Witness whereof we have subscribed our names & seals on this 3rd day of August 1863.

Teste: Andrew Gonder

Jesse Korn's {Seal}

Henry Korn's {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 3rd day of August in the year 1863, before the subscriber a Justice of the Peace of the said County and State personally appeared Jesse Korn's & Henry Korn's and did acknowledge the foregoing mortgage to be their respective act. And also at the same time personally appeared Alexander Shaw, Agent for C. E. Detmold, and made oath on the Holy Evangely of Almighty God that the consideration mentioned in the within mortgage is just & true as therein set forth, & that he is authorized to make such oath.

Andrew Gonder, J.P.

I hereby release the within mortgage. Witness my hand and seal this twenty first May 1866.

Jas. J. Shaw

Agent Central Coal Mining & Manufacturing Co.

Allegany County Courthouse, Cumberland, MD, Deed Book 21, page 32, 9/15/1863.

At the request of C. E. Detmold this Mortgage was recorded Sep. 15th 1863.

We, Jesse Korn and Henry Korn (trading and doing business under the name of J. & H. Korn) of Allegany County, State of Maryland, being now indebted to C. E. Detmold of the City of New York in the sum of fourteen hundred dollars for money heretofore advanced to us by said C. E. Detmold, in the building certain Canal Boats to ply on the Chesapeake and Ohio Canal in the transportation of coal for said Detmold on said Canal from Cumberland to Georgetown & Alexandria and in order to secure the payment of said fourteen hundred dollars to said C. E. Detmold the said J. & H. Korn is willing to execute this Mortgage.

Now in consideration of the premises & the sum of one dollar to us paid by C. E. Detmold, the receipt whereof is hereby acknowledged, we the said J. & H. Korn, do hereby bargain & sell to C. E. Detmold two Canal Boats named as follows: "Charlotte" and "Golden Rule."

Provided, that if we, the said J. & H. Korn, shall pay to the said C. E. Detmold the said sum of fourteen hundred dollars in the following manner, that is to say: the sum of twenty five dollars or one half the trippage for each & every trip each of said boats shall make upon said Canal until said fourteen hundred dollars, with interest, are paid in full, then these presents shall be void.

In Witness whereof we have subscribed our names & seals on this 14th day of September 1863.

Teste: Andrew Gonder

Jesse Korn {Seal}

Henry Korn {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 14th day of September in the year 1863, before the subscriber a Justice of the Peace of the said County and State personally appeared Jesse Korn and Henry Korn and did each acknowledge the foregoing mortgage to be their respective act. And also at the same time personally appeared Alexander Shaw, Agent for C. E. Detmold, and made oath on the Holy Evangely of Almighty God that the consideration mentioned in the within mortgage is just & true as therein set forth, & that he is authorized to make such oath.

Andrew Gonder, J.P.

I hereby release the within mortgage. Witness my hand and seal this 22 November 1866.

Jas. J. Shaw

Agent Central Coal Mining & Manufacturing Co.

Allegany County Courthouse, Cumberland, MD, Deed Book 21, page 97, 11/13/1863.

At the request of C. E. Detmold this Mortgage was recorded Nov. 13th 1863.

We, Jesse Korn and Henry Korn (trading and doing business under the name of J. & H. Korn) of Allegany County, State of Maryland, being now indebted to C. E. Detmold of the City of New York in the sum of fourteen hundred dollars for money heretofore advanced to us by said C. E. Detmold, in the building certain Canal Boats to ply on the Chesapeake and Ohio Canal in the transportation of coal for said Detmold on said Canal from Cumberland to Georgetown & Alexandria and in order to secure the payment of said fourteen hundred dollars to said C. E. Detmold the said J. & H. Korn is willing to execute this Mortgage.

Now in consideration of the premises & the sum of one dollar to us paid by C. E. Detmold, the receipt whereof is hereby acknowledged, we the said J. & H. Korn, do hereby bargain & sell to C. E. Detmold two Canal Boats named as follows: "Gipsy Queen" and "William McHugh."

Provided, that if we, the said J. & H. Korn, shall pay to the said C. E. Detmold the said sum of fourteen hundred dollars in the following manner, that is to say: the sum of twenty five dollars or one half the trippage for each and every trip each of said boats shall make upon said Canal until said fourteen hundred dollars, with interest, are paid in full, then these presents shall be void.

In Witness whereof we have subscribed our names & seals on this 14th day of September 1863.

Teste: Andrew Gonder

Jesse Korn {Seal}

Henry Korn {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 13th day of November in the year 1863, before the subscriber a Justice of the Peace of the said County and State personally appeared Jesse Korn and Henry Korn and did each acknowledge the foregoing mortgage to be their respective act. And also at the same time personally appeared Alexander Shaw, Agent for C. E. Detmold, and made oath on the Holy Evangely of Almighty God that the consideration mentioned in the within mortgage is just & true as therein set forth, & that he is authorized to make such oath.

Andrew Gonder, J.P.



Allegany County Courthouse, Cumberland, MD, Deed Book 21, p 206, 3/21/1863.

At the request of Jesse & Henry Korns this Mortgage was recorded March 21st 1863.

This Indenture made this 20th day of March, in the year of our Lord 1863 between Jesse & Henry Korns of Allegany County. in the State of Maryland of the first part, and F. M. McCormick of Washington County, in the State of Maryland of the second part.

Witnesseth, Whereas the said Jesse & Henry Korns have this day sold to the said F. M. McCormick the Canal Boat called "James Shaw" at and for the sum of fifteen hundred & thirty dollars, which the said F. M. McCormick is to pay unto the said Jesse & Henry Korns and their assigns, in installments of fifty five dollars each, freight being one & 75/100 dollars from Cumberland to Georgetown and should freight increase the trippage is to ne increased in proportion, and if freights decrease the trippage is to decrease in proportion but never to be less than forty dollars per trip, for all the trips made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, or any other port, until the entire purchase money is paid, with interest from date, crediting the respective payments thereon as of the time when such payments shall be made. And Whereas it was a part of said contract of purchase and sale that the said F. M. McCormick shall use the said boat in freighting coal from Cumberland to the points aforesaid in regular trips, both day & night, with as much expedition & regularity as can be reasonably done; and to receive the loads of said boat promptly at each trip with the coal of such company or person as said Jesse & Henry Korns, or their assigns, shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Allegany Mining Company and such other companies as are now shipping coal from Cumberland on the Chesapeake & Ohio Canal to Georgetown, Alexandria and Washington City; and to keep said boat in proper repair; all of which said stipulations the said F. M. McCormick hereby covenants and agrees with the said Jesse & Henry Korns and their assigns to fulfill & perform. And Whereas the said F. M. McCormick is anxious to secure unto the said Jesse & Henry Korns and their assigns the regular and due payment of each and every installment of said purchase money, and also to secure to the said Jesse & Henry Korns and their assigns, the regular, prompt and due performance of the covenants aforesaid; the said F. M. McCormick is willing to execute these presents.

Now this Indenture Witnesseth, that the said Jesse & Henry Korns for and in consideration of the premises, hath granted, bargained & sold, unto the said F. M. McCormick the Canal Boat called "James Shaw" to have and to hold the same forever. Provided, nevertheless, that if the said F. M. McCormick shall well and truly pay unto the said Jesse & Henry Korns or their assigns, the aforesaid installments of purchase money, with interest, upon each & every trip as aforesaid, until the whole shall be fully paid; and 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 shall be void; otherwise to remain in full force and virtue in law. And this indenture further witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said F. M. McCormick to make regular payments on account of said purchase money, as herein provided, or in case of a failure to perform any of the covenants named in this mortgage, then and in either event the said Jesse & Henry Korns, or their assigns, are hereby authorized to take immediate possession of said boat and after ten days notice thereof in a public newspaper printed in Cumberland City, to sell said boat at public sale as mortgagees to the highest bidder for cash or credit, and out of the proceeds of such sale pay first the expenses of such sale and publication and the balance due to the said Jesse

and Henry Korns, or their assigns, and if there be an overplus, the said Jesse & Henry Korns or their assigns are to pay the same to said F. M. McCormick or his assigns.

In witness whereof, the said F. M. McCormick hath subscribed his name & affixed his seal.

Test: F. Madore

F. M. McCormick {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 20th day of March in the year of our Lord 1863 before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, appeared [F. M. McCormick] and acknowledged the foregoing mortgage to be his act.

F. Madore, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 20th day of March 1863 before me the subscriber, a Justice of the Peace in and for Allegany County, personally appeared J. & H. Korns, the mortgagees in the foregoing mortgage, and made oath on the Holy Evangelical of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof, I hereunto subscribe my name on the day and year aforesaid.

F. Madore, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 21, p 208, 3/30/1863.

At the request of J. & H. Korns this Mortgage was recorded March 30th 1863.

This Indenture made this 17th day of March, in the year of our Lord 1863 between Jesse & H. Korns of Allegany County. in the State of Maryland of the first part, and George M. Reed, Jr. of Allegany County, in the State of Maryland of the second part.

Witnesseth, Whereas the said Jesse & Henry Korns have this day sold to the said George M. Reed, Jr. the Canal Boat called "Mary Willard" at & for the sum of fifteen hundred & 30 dollars, which the said George M. Reed, Jr. is to pay unto the said Jesse & Henry Korns and their assigns, in installments of fifty dollars each, for all the trips made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, or any other port, until the entire purchase money is paid, with interest from date, crediting the respective payments thereon as of the time when such payments shall be made. And Whereas it was a part of said contract of purchase and sale that the said George M. Reed, Jr. shall use the said boat in freighting coal from Cumberland to the points aforesaid in regular trips, both day & night, with as much expedition & regularity as can be reasonably done; and to receive the loads of said boat promptly at each trip with the coal of such company or person as said J. & H. Korns, or their assigns, shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Allegany Mining Company and such other companies as are now shipping coal from Cumberland on the Chesapeake & Ohio Canal to Georgetown, Alexandria and Washington City; and to keep said boat in proper repair; all of which said stipulations the said George M. Reed, Jr. hereby covenants and agrees with the said Jesse & Henry Korns and their assigns to fulfill and perform. And Whereas the said George M. Reed, Jr. is anxious to secure unto the said Jesse & Henry Korns and their assigns the regular & due payment of each and every installment of said purchase money, and also to secure to the said Jesse & Henry Korns and their assigns, the regular, prompt and due performance of the covenants aforesaid; the said George M. Reed, Jr. is willing to execute these presents.

Now this Indenture Witnesseth, that the said Jesse & H. Korns for and in consideration of the premises, hath granted, bargained & sold, unto the said George M. Reed, Jr. the Canal Boat called "Mary Willard" to have and to hold the same forever. Provided, nevertheless, that if the said George M. Reed, Jr. shall well and truly pay unto the said Jesse & Henry Korns or their assigns, the aforesaid installments of purchase money, with interest, upon each & every trip as aforesaid, until the whole shall be fully paid; and 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 shall be void; otherwise to remain in full force and virtue in law. And this Indenture further witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said George M. Reed, Jr. to make regular payments on account of said purchase money, as herein provided, or in case of a failure to perform any of the covenants named in this mortgage then, and in either event the said Jesse Korns & Henry Korns, or their assigns, are hereby authorized to take immediate possession of said boat and after ten days notice thereof in a public newspaper printed in Cumberland City, to sell said boat at public sale as mortgagees to the highest bidder for cash or credit, and out of the proceeds of such sale pay first the expenses of such sale and publication and the balance due to the said Jesse and Henry Korns, or their assigns, and if there be an overplus, the said Jesse & Henry Korns or their assigns are to pay the same to said George M. Reed, Jr. or his assigns.

In witness whereof, the said George M. Reed, Jr. hath subscribed his name & affixed his seal.

Test: J. M. Strong

his  
George X M. Reed, Jr. {Seal}  
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this 17th day of March in the year of our Lord 1863 before me the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, appeared George M. Reed, Jr. and acknowledged the foregoing mortgage to be his act.

J. M. Strong, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 17th day of March 1863 before me the subscriber, a Justice of the Peace in and for Allegany County, personally appeared Jesse Korns one of the mortgagees in the foregoing mortgage, & made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof, I hereunto subscribe my name on the day and year aforesaid.

J. M. Strong, J.P.



Allegany County Courthouse, Cumberland, MD, Deed Book 21, p 210, 3/31/1863.

At the request of J. & H. Korns this Mortgage was recorded March 31st 1863.

This Indenture made this 23rd day of March, in the year of our Lord 1863 between Jesse and Henry Korns of Allegany County. in the State of Maryland of the first part, and John Rinehart of Washington County, in the State of Maryland of the second part.

Witnesseth, Whereas the said Jesse & Henry Korns have this day sold to the said John Rinehart the Canal Boat called "Gen'l Rosecrans" at and for the sum of fifteen hundred & thirty dollars, which the said John Rinehart is to pay unto the said Jesse & Henry Korns and their assigns, in installments of fifty five dollars each, current rates of freight being one and 75/100 dollars from Cumberland to Georgetown and should the current rates of freight increase the trippage is to increase in proportion and should current rates of freight decrease the trippage is to decrease in proportion but never to be less than forty dollars per trip for all the trips made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, or any other port, until the entire purchase money is paid, with interest from date, crediting the respective payments thereon as of the time when such payments shall be made. And Whereas it was a part of said contract of purchase and sale that the said John Rinehart shall use said boat in freighting coal for Christian E. Detmold from Cumberland to the points aforesaid in regular trips, both day & night, with as much expedition & regularity as can be reasonably done; and to receive the loads of said boat promptly at each trip with the coal of said Detmold, and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Co. and the American Coal Co. on the Chesapeake & Ohio Canal to Georgetown, Alexandria and Washington City, or other points on the Chesapeake and Ohio Canal; and to keep said boat in proper repair; and in case the mortgage is paid off the boat shall nevertheless continue to carry coal for C. E. Detmold at current rates of freight to the end of the season of navigation during which the last payment of mortgage has been made; all of which said stipulations the said John Rinehart hereby covenants and agrees with the said Jesse and Henry Korns and their assigns to fulfill and perform. And Whereas the said John Rinehart is anxious to secure unto the said Jesse and Henry Korns and their assigns the regular and due payment of each and every installment of said purchase money, and also to secure to the said Jesse and Henry Korns and their assigns, the regular, prompt and due performance of the covenants aforesaid; the said John Rinehart is willing to execute these presents.

Now this Indenture Witnesseth, that the said Jesse & Henry Korns for and in consideration of the premises, hath granted, bargained & sold, unto the said John Rinehart the Canal Boat called "Gen'l Rosecrans" to have and to hold the same forever. Provided, nevertheless, that if the said John Rinehart shall well and truly pay unto the said Jesse and Henry Korns or their assigns, the aforesaid installments of purchase money, with interest, upon each & every trip as aforesaid, until the whole shall be fully paid; and 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 shall become void; otherwise to remain in full force and virtue in law. And this Indenture further witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said John Rinehart to make regular payments on account of said purchase money, as herein provided, or in case of a failure to perform any of the covenants named in this mortgage then, and in either event the said Jesse and Henry Korns, or their assigns, are hereby authorized to take immediate possession of said boat and after ten days notice thereof in a public newspaper printed in Cumberland City, to sell

said boat at public sale as mortgagees to the highest bidder for cash or credit, and out of the proceeds of such sale pay first the expenses of such sale and publication and the balance due to the said Jesse and Henry Korns, or their assigns, and if there be an overplus, the said Jesse and Henry Korns or their assigns are to pay the same to said John Rinehart or his assigns.

In witness whereof, the said John Rinehart hath subscribed his name & affixed his seal.

Test:

John Rinehart {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 27th day of March 1863 before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, appeared John Rinehart and acknowledged the foregoing mortgage to be his act.

F. Madore, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 27th day of March 1863 before me the subscriber, a Justice of the Peace in and for Allegany County, personally appeared Jesse and Henry Korns the mortgagees in the foregoing mortgage, & made oath on the Holy Evangelical of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof, I hereunto subscribe my name on the day and year aforesaid.

F. Madore, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 21, p 211, 4/28/1863.

At the request of Jesse & Henry Korns this Mortgage was recorded April 28th 1863.

This Indenture made this 28th day of April, in the year of our Lord 1863 between Jesse and Henry Korns of Allegany County. in the State of Maryland of the first part, and William Sigafoose of Frederick County, in the State of Maryland of the second part.

Witnesseth, Whereas the said Jesse and Henry Korns have this day sold to the said William Sigafoose the Canal Boat called "Josephus" at and for the sum of fifteen hundred & thirty dollars, which the said William Sigafoose is to pay unto the said Jesse and Henry Korns and their assigns, in installments of sixty five dollars each, the first ten trips and fifty five dollars for the remaining trips, current rates of freight being one and 75/100 dollars from Cumberland to Georgetown and should the current rates of freight increase the trippage is to increase in proportion and should current rates of freight decrease the trippage is to decrease in proportion but never to be less than forty dollars per trip for all the trips made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, or any other port, until the entire purchase money is paid, with interest from date, crediting the respective payments thereon as of the time when such payments shall be made. And Whereas it was a part of said contract of purchase and sale that the said William Sigafoose shall use said boat in freighting coal for Christian E. Detmold from Cumberland to the points aforesaid in regular trips, both day & night, with as much expedition & regularity as can be reasonably done; and to receive the loads of said boat promptly at each trip with the coal of said Detmold, and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Co. and the American Coal Co. on the Chesapeake & Ohio Canal to Georgetown, Alexandria and Washington City, or other points on the Chesapeake and Ohio Canal; and to keep said boat in proper repair; and in case the mortgage is paid off the boat shall nevertheless continue to carry coal for C. E. Detmold at current rates of freight to the end of the season of navigation during which the last payment of mortgage has been made; all of which said stipulations the said William Sigafoose hereby covenants and agrees with the said Jesse and Henry Korns and their assigns to fulfill and perform. And Whereas the said William Sigafoose is anxious to secure unto the said Jesse and Henry Korns and their assigns the regular and due payment of each and every installment of said purchase money, and also to secure to the said Jesse and Henry Korns and their assigns, the regular, prompt and due performance of the covenants aforesaid; the said William Sigafoose is willing to execute these presents.

Now this Indenture Witnesseth, that the said Jesse and Henry Korns for and in consideration of the premises, hath granted, bargained & sold, unto the said William Sigafoose the Canal Boat called "Josephus" to have and to hold the same forever. Provided, nevertheless, that if the said William Sigafoose shall well and truly pay unto the said Jesse & Henry Korns or their assigns, the aforesaid installments of purchase money, with interest, upon each and every trip as aforesaid, until the whole shall be fully paid; and 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 shall become void; otherwise to remain in full force and virtue in law. And this Indenture further witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said William Sigafoose to make regular payments on account of said purchase money, as herein provided, or in case of a failure to perform any of the covenants named in this mortgage then, and in either event the said Jesse and Henry Korns, or their assigns, are hereby authorized to take immediate

possession of said boat and after ten days notice thereof in a public newspaper printed in Cumberland City, to sell said boat at public sale as mortgagees to the highest bidder for cash or credit, and out of the proceeds of such sale pay first the expenses of such sale and publication and the balance due to the said Jesse and Henry Korns, or their assigns, and if there be an overplus, the said Jesse and Henry Korns or their assigns are to pay the same to said William Sigafoose or his assigns.

In witness whereof, the said William Sigafoose hath subscribed his name & affixed his seal.

Test: F. Madore

William Sigafoose {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 28th day of April 1863 before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, appeared William Sigafoose and acknowledged the foregoing mortgage to be his act.

F. Madore, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 28th day of April 1863 before me the subscriber, a Justice of the Peace in and for Allegany County, personally appeared Jesse and Henry Korns the mortgagees in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof, I hereunto subscribe my name on the day and year aforesaid.

F. Madore, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 21, p 219, 5/12/1863.

At the request of J. & H. Kornes this Mortgage was recorded May 12th 1863.

This Indenture made this 19th day of March, in the year of our Lord 1863 between Jesse & Henry Kornes of Allegany County. in the State of Maryland of the first part, and J. G. Morrison of Frederick County, in the State of Maryland of the second part.

Witnesseth, Whereas the said Jesse and Henry Kornes have this day sold to the said J. G. Morrison the Canal Boat called "Mary P. C. Morrison" at and for the sum of fifteen hundred dollars, which the said J. G. Morrison is to pay unto the said Jesse & Henry Kornes and their assigns, in installments of fifty five dollars each, freights being \$1.75 from Cumberland to Georgetown and should freights increase the trippage is to increase in proportion and if the freights decrease the trippage is to decrease in proportion but never less than forty dollars per trip for all the trips made by said boat from Cumberland to Georgetown, Alexandria or Washington City or any other port, until the entire purchase money is paid, with interest from date, crediting the respective payments thereon as of the time when such payments shall be made. And Whereas it was a part of said contract of purchase and sale that the said J. G. Morrison shall use said boat in freighting coal from Cumberland to the points aforesaid in regular trips, both day & night, with as much expedition & regularity as can be reasonably done; and to receive the loads of said boat promptly at each trip with the coal of such company or person as said Jesse & Henry Kornes or their assigns shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Allegany Mining Co. and such other companies as are now shipping coal from Cumberland, on the Chesapeake & Ohio Canal to Georgetown, Alexandria and Washington City; and to keep said boat in proper repair; all of which said stipulations the said J. G. Morrison hereby covenants and agrees with the said Jesse and Henry Kornes and their assigns to fulfill and perform. And Whereas the said J. G. Morrison is anxious to secure unto the said Jesse & Henry Kornes and their assigns the regular and due payment of each and every installment of said purchase money, and also to secure to the said Jesse and Henry Kornes and their assigns, the regular, prompt and due performance of the covenants aforesaid; the said J. G. Morrison is willing to execute these presents.

Now this Indenture Witnesseth, that the said Jesse and Henry Kornes for and in consideration of the premises, hath granted, bargained & sold, unto the said J. G. Morrison the Canal Boat called "Mary P. C. Morrison" to have and to hold the same forever. Provided, nevertheless, that if the said J. G. Morrison shall well and truly pay unto the said Jesse & Henry Kornes or their assigns, the aforesaid installments of purchase money, with interest, upon each and every trip as aforesaid, until the whole shall be fully paid; and 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 shall be void; otherwise to remain in full force and virtue in law. And this Indenture further witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said J. G. Morrison to make regular payments on account of said purchase money, as herein provided, or in case of a failure to perform any of the covenants named in this mortgage then, and in either event the said Jesse and Henry Kornes, or their assigns, are hereby authorized to take immediate possession of said boat and after ten days notice thereof in a public newspaper printed in Cumberland City, to sell said boat at public sale as mortgagees to the highest bidder for cash or credit, and out of the proceeds of such sale pay first the expenses of such sale and publication and the balance due to the said Jesse

and Henry Korn, or their assigns, and if there be an overplus, the said Jesse and Henry Korn or their assigns are to pay the same to said J. G. Morrison or his assigns.

In witness whereof, the said J. G. Morrison hath subscribed his name & affixed his seal.

Test: F. Madore, J.P.

J. G. Morrison {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 12th day of May in the year of our Lord 1863 before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, appeared J. G. Morrison and acknowledged the foregoing mortgage to be his act.

F. Madore, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 12th day of May 1863 before me the subscriber, a Justice of the Peace in and for Allegany County, personally appeared J. and H. Korn the mortgagees in the foregoing mortgage, and made oath on the Holy Evangelical of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof, I hereunto subscribe my name on the day and year aforesaid.

F. Madore, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 21, p 221, 5/29/1863.

At the request of J. & H. Korns this Mortgage was recorded May 29th 1863.

This Indenture made this 29th day of May, in the year of our Lord 1863 between Jesse and Henry Korns of Allegany County. in the State of Maryland of the first part, and John Renehan of Frederick County, in the State of Maryland of the second part.

Witnesseth, Whereas the said Jesse and Henry Korns have this day sold to the said John Renehan the Canal Boat called "Hibernian" at and for the sum of fifteen hundred dollars, which the said John Renehan is to pay unto the said Jesse and Henry Korns and their assigns, in installments of fifty five dollars each, current rates of freight being one and 75/100 dollars from Cumberland to Georgetown and should the current rates of freight increase the trippage is to increase in proportion and should current rates of freight decrease the trippage is to decrease in proportion but never to be less than forty dollars per trip for all the trips for all the trips made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, or any other port, until the entire purchase money is paid, with interest from date, crediting the respective payments thereon as of the time when such payments shall be made. And Whereas it was a part of said contract of purchase and sale that the said John Renehan shall use said boat in freighting coal for Christian E. Detmold from Cumberland to the points aforesaid in regular trips, both day & night, with as much expedition & regularity as can be reasonably done; and to receive the loads of said boat promptly at each trip with the coal of said Detmold, and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Co., the Borden Mining Co. and the American Coal Co. on the Chesapeake & Ohio Canal to Georgetown, Alexandria, Washington City, or other points on the Chesapeake and Ohio Canal; and to keep said boat in proper repair; and in case the mortgage is paid off the boat shall nevertheless continue to carry coal for C. E. Detmold at current rates of freight to the end of the season of navigation during which the last payment of mortgage has been made; all of which said stipulations the said John Renehan hereby covenants and agrees with the said Jesse and Henry Korns and their assigns to fulfill and perform. And Whereas the said John Renehan is anxious to secure unto the said Jesse and Henry Korns and their assigns the regular and due payment of each and every installment of said purchase money, and also to secure to the said Jesse and Henry Korns and their assigns, the regular, prompt and due performance of the covenants aforesaid; the said John Renehan is willing to execute these presents.

Now this Indenture Witnesseth, that the said Jesse and Henry Korns for and in consideration of the premises, hath granted, bargained & sold, unto the said John Renehan the Canal Boat called "Hibernian" to have and to hold the same forever. Provided, nevertheless, that if the said John Renehan shall well and truly pay unto the said Jesse & Henry Korns or their assigns, the aforesaid installments of purchase money, with interest, upon each and every trip as aforesaid, until the whole shall be fully paid; and 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 shall become void; otherwise to remain in full force and virtue in law. And this Indenture further witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said John Renehan to make regular payments on account of said purchase money, as herein provided, or in case of a failure to perform any of the covenants named in this mortgage then, and in either event the said Jesse and Henry Korns, or their assigns, are hereby authorized to take immediate possession of said boat and after ten days notice thereof in a public newspaper printed in Cumberland City, to

sell said boat at public sale as mortgagees to the highest bidder for cash or credit, and out of the proceeds of such sale pay first the expenses of such sale and publication and the balance due to the said Jesse and Henry Korns, or their assigns, and if there be an overplus, the said Jesse and Henry Korns or their assigns are to pay the same to said John Renehan or his assigns.

In witness whereof, the said John Renehan hath subscribed his name & affixed his seal.

Test: F. Madore

John Renehan {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 29th day of May 1863 before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, appeared John Renehan and acknowledged the foregoing mortgage to be his act.

F. Madore, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 29th day of May 1863 before me the subscriber, a Justice of the Peace in and for Allegany County, personally appeared Jesse and Henry Korns, the mortgagees in the foregoing mortgage, and made oath on the Holy Evangelical of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof, I hereunto subscribe my name on the day and year aforesaid.

F. Madore, J.P.



Allegany County Courthouse, Cumberland, MD, Deed Book 21, p 261, 5/18/1863.

At the request of J. & H. Korns this Mortgage was recorded May 18th 1863.

This Indenture made this 9th day of May, in the year of our Lord 1863 between Jesse and Henry Korns of Allegany County. in the State of Maryland of the first part, and Garrett & Miller of Frederick County, in the State of Maryland of the second part.

Witnesseth, Whereas the said Jesse and Henry Korns have this day sold to the said Garrett & Miller the Canal Boat called "Maggie Miller" at and for the sum of fifteen hundred and twenty five dollars, which the said Garrett & Miller are to pay unto the said Jesse & Henry Korns and their assigns, in installments of fifty five dollars each, current rates of freight being one and 75/100 dollars from Cumberland to Georgetown and should the current rates of freight increase the trippage is to increase in proportion and should current rates of freight decrease the trippage is to decrease in proportion but never to be less than forty dollars per trip for all the trips for all the trips made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, or any other port, until the entire purchase money is paid, with interest from date, crediting the respective payments thereon as of the time when such payments shall be made. And Whereas it was a part of said contract of purchase and sale that the said Garrett & Miller shall use said boat in freighting coal for Christian E. Detmold from Cumberland to the points aforesaid in regular trips, both day & night, with as much expedition & regularity as can be reasonably done; and to receive the loads of said Boat promptly at each trip with the coal of said Detmold, and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Co., the Borden Mining Co. and the American Coal Co. on the Chesapeake & Ohio Canal to Georgetown, Alexandria, Washington City, or other points on the Chesapeake and Ohio Canal; and to keep said Boat in proper repair; and in case the mortgage is paid off the boat shall nevertheless continue to carry coal for C. E. Detmold at current rates of freight to the end of the season of navigation during which the last payment of mortgage has been made; all of which said stipulations the said Garrett & Miller hereby covenants and agrees with the said Jesse and Henry Korns and their assigns to fulfill and perform. And Whereas the said Garrett & Miller is anxious to secure unto the said Jesse and Henry Korns and their assigns the regular and due payment of each and every installment of said purchase money, and also to secure to the said Jesse and Henry Korns and their assigns, the regular, prompt and due performance of the covenants aforesaid; the said Garrett & Miller is willing to execute these presents.

Now this Indenture Witnesseth, that the said Jesse and Henry Korns for and in consideration of the premises, hath granted, bargained & sold, unto the said Garrett & Miller the Canal Boat called "Maggie Miller" to have and to hold the same forever. Provided, nevertheless, that if the said Garrett & Miller shall well and truly pay unto the said Jesse and Henry Korns or their assigns, the aforesaid installments of purchase money, with interest, upon each and every trip as aforesaid, until the whole shall be fully paid; and 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 shall become void; otherwise to remain in full force and virtue in law. And this Indenture further witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said Garrett & Miller to make regular payments on account of said purchase money, as herein provided, or in case of a failure to perform any of the covenants named in this mortgage then, and in either event the said Jesse and Henry Korns, or their assigns, are hereby authorized to take immediate possession of said boat and after ten days notice thereof in a public newspaper printed in Cumberland City, to

sell said boat at public sale as mortgagees to the highest bidder for cash or credit, and out of the proceeds of such sale pay first the expenses of such sale and publication and the balance due to the said Jesse and Henry Korns, or their assigns, and if there be an overplus, the said Jesse and Henry Korns or their assigns are to pay the same to said Garrett & Miller or his assigns.

In witness whereof, the said Garrett & Miller hath subscribed his name & affixed his seal.  
Test: J. Goodman John Renehan {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 9th day of May 1863 before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Frederick County, appeared Garrett & Miller and acknowledged the foregoing mortgage to be his act.  
Joseph Goodman, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 9th day of May 1863 before me the subscriber, a Justice of the Peace in and for Allegany County, personally appeared Jesse and Henry Korns, the mortgagees in the foregoing mortgage, and made oath on the Holy Evangelical of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof, I hereunto subscribe my name on the day and year aforesaid.

F. Madore, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 21, p 278, 8/27/1863.

At the request of J. & H. Korns the following Mortgage was recorded 27th August 1863.

This Indenture made this 26th day of August, in the year of our Lord 1863 between Jesse & Henry Korns of Allegany County. in the State of Maryland of the first part, and Thomas Abernathy of Allegany County, in the State of Maryland of the second part.

Witnesseth, Whereas the said Jesse and Henry Korns have this day sold to the said Thomas Abernathy the Canal Boat called "Charlotte" at and for the sum of fifteen hundred and fifty dollars, which the said Thomas Abernathy is to pay unto the said Jesse and Henry Korns and their assigns, in installments of fifty five dollars each, current rates of freight being \$1.75 dollars from Cumberland to Georgetown and should the current rates of freight increase the trippage is to increase in proportion and should current rates of freight decrease the trippage is to decrease in proportion but never to be less than forty dollars per trip for all the trips made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, or any other port, until the entire purchase money is paid, with interest from date, crediting the respective payments thereon as of the time when such payments shall be made. And Whereas it was a part of said contract of purchase and sale that the said Thomas Abernathy shall use said boat in freighting coal for Christian E. Detmold from Cumberland to the points aforesaid in regular trips, both day & night, with as much expedition & regularity as can be reasonably done; and to receive the loads of said boat promptly at each trip with the coal of said Detmold, and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Co., the Borden Mining Co. and the American Coal Co. on the Chesapeake & Ohio Canal to Georgetown, Alexandria, Washington City, or other points on the Chesapeake and Ohio Canal; and to keep said boat in proper repair; all of which said stipulations the said Thomas Abernathy hereby covenants and agrees with the said Jesse and Henry Korns and their assigns to fulfill and perform. And Whereas the said Thomas Abernathy is anxious to secure unto the said Jesse and Henry Korns and their assigns the regular and due payment of each and every installment of said purchase money, and also to secure to the said Jesse and Henry Korns and their assigns, the regular, prompt and due performance of the covenants aforesaid; the said Thomas Abernathy is willing to execute these presents.

Now this Indenture Witnesseth, that the said Jesse and Henry Korns for and in consideration of the premises, hath granted, bargained & sold, unto the said Thomas Abernathy the Canal Boat called "Charlotte" to have and to hold the same forever. Provided, nevertheless, that if the said Thomas Abernathy shall well and truly pay unto the said Jesse and Henry Korns or their assigns, the aforesaid installments of purchase money, with interest, upon each and every trip as aforesaid, until the whole shall be fully paid; and 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 shall become void; otherwise to remain in full force and virtue in law. And this Indenture further witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said Thomas Abernathy to make regular payments on account of said purchase money, as herein provided, or in case of a failure to perform any of the covenants named in this mortgage then, and in either event the said Jesse and Henry Korns, or their assigns, are hereby authorized to take immediate possession of said boat and after ten days notice thereof in a public newspaper printed in Cumberland City, to sell said boat at public sale as mortgagees to the highest bidder for cash or credit, and out of the proceeds of such sale pay first the expenses of such sale and publication and the balance due to

the said Jesse and Henry Korn, or their assigns, and if there be an overplus, the said Jesse & Henry Korn or their assigns are to pay the same to said Thomas Abernathy or his assigns.

In witness whereof, the said Thomas Abernathy hath subscribed his name & affixed his seal.

Test:

Thomas Abernathy {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 26th day of August 1863 before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, appeared Thomas Abernathy and acknowledged the foregoing mortgage to be his act.

J. M. Strong, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 26th day of August 1863 before me the subscriber, a Justice of the Peace in and for Allegany County, personally appeared Jesse & Henry Korn, the mortgagees in the foregoing mortgage, and made oath on the Holy Evangelical of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In testimony whereof, I hereunto subscribe my name on the day and year aforesaid.

J. M. Strong, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 21, p 279, 8/27/1863.

At the request of Jesse & Henry Korns the following Mortgage was recorded 15th Sept. 1863.

This Indenture made this 11th day of September, in the year of our Lord 1863 between Jesse & Henry Korns of Allegany County. in the State of Maryland of the first part, and William McKelvey of Allegany County, in the State of Maryland of the second part.

Witnesseth, Whereas the said Jesse and Henry Korns have this day sold to the said William McKelvey the Canal Boat called "Golden Rule" at and for the sum of fifteen hundred and fifty dollars, which the said William McKelvey is to pay unto the said Jesse & Henry Korns and their assigns, in installments of fifty five dollars each, current rates of freight being \$1.75 dollars from Cumberland to Georgetown and should the current rates of freight increase the trippage is to increase in proportion and should current rates of freight decrease the trippage is to decrease in proportion but never to be less than forty dollars per trip for all the trips made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, or any other port, until the entire purchase money is paid, with interest from date, crediting the respective payments thereon as of the time when such payments shall be made. And Whereas it was a part of said contract of purchase and sale that the said William McKelvey shall use said boat in freighting coal for Christian E. Detmold from Cumberland to the points aforesaid in regular trips, both day & night, with as much expedition & regularity as can be reasonably done; and to receive the loads of said boat promptly at each trip with the coal of said Detmold, and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Co., the Borden Mining Co. and the American Coal Co. on the Chesapeake & Ohio Canal to Georgetown, Alexandria, Washington City, or other points on the Chesapeake and Ohio Canal; and to keep said boat in proper repair; all of which said stipulations the said William McKelvey hereby covenants and agrees with the said Jesse & Henry Korns and their assigns to fulfill and perform. And Whereas the said William McKelvey is anxious to secure unto the said Jesse and Henry Korns and their assigns the regular and due payment of each and every installment of said purchase money, and also to secure to the said Jesse and Henry Korns and their assigns, the regular, prompt and due performance of the covenants aforesaid; the said William McKelvey is willing to execute these presents.

Now this Indenture Witnesseth, that the said Jesse and Henry Korns for and in consideration of the premises, hath granted, bargained & sold, unto the said William McKelvey the Canal Boat called "Golden Rule" to have and to hold the same forever. Provided, nevertheless, that if the said William McKelvey shall well and truly pay unto the said Jesse and Henry Korns or their assigns, the aforesaid installments of purchase money, with interest, upon each and every trip as aforesaid, until the whole shall be fully paid; and 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 shall become void; otherwise to remain in full force and virtue in law. And this Indenture further witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said William McKelvey to make regular payments on account of said purchase money, as herein provided, or in case of a failure to perform any of the covenants named in this mortgage then, and in either event the said Jesse and Henry Korns, or their assigns, are hereby authorized to take immediate possession of said boat and after ten days notice thereof in a public newspaper printed in Cumberland City, to sell said boat at public sale as mortgagees to the highest bidder for cash or credit, and out of the proceeds of such sale pay first the expenses of such sale and publication and the balance due to

the said Jesse and Henry Korns, or their assigns, and if there be an overplus, the said Jesse & Henry Korns or their assigns are to pay the same to said William McKelvey or his assigns.

In witness whereof, the said William McKelvey hath subscribed his name & affixed his seal.

Test: J. Madore

William McKelvey {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 11th day of September 1863 before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, appeared William McKelvey and acknowledged the foregoing mortgage to be his act.

J. Madore, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 11th day of September 1863 before me the subscriber, a Justice of the Peace in and for Allegany County, personally appeared Jesse and Henry Korns, the mortgagees in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof, I hereunto subscribe my name on the day and year aforesaid.

J. Madore, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 21, page 320, 3/14/1864.

At the request of Central Coal Mining & Manufacturing Company this Mortgage was recorded March 14th 1864.

We, Jesse Korns and Henry Korns (trading and doing business under the name of J. & H. Korns) of Allegany County, State of Maryland, being now indebted to the Central Coal Mining and Manufacturing Company of New York in the sum of four thousand dollars for money heretofore advanced to us by said Central Coal Mining and Manufacturing Company, in the building certain Canal Boats to ply on the Chesapeake and Ohio Canal for the transportation of coal for said Central Coal Mining and Manufacturing Company on said Canal from Cumberland to Georgetown and Alexandria and in order to secure the payment of said four thousand dollars to said Central Coal Mining and Manufacturing Company the said J. & H. Korns are willing to execute this Mortgage.

Now in consideration of the premises & the sum of one dollar to us paid by Central Coal Mining and Manufacturing Company, the receipt whereof is hereby acknowledged, we the said J. and H. Korns, do hereby bargain and sell to the Central Coal Mining and Manufacturing Company five Canal Boats named as follows: "Mahala C. Dick," "Industry," "Hibernian," "George Waters" and "Cornelia Alvenia."

Provided, that if we, the said J. and H. Korns, shall pay to the said Central Coal Mining and Manufacturing Company the said sum of four thousand dollars, in the following manner that is to say: the sum of twenty five dollars or one half the trippage for each and every trip each of said boats shall make upon said Canal until said four thousand dollars, with interest, are paid in full, then these presents shall be void.

In Witness whereof we have subscribed our names & seals on this 14th day of March 1864.

Teste: Andrew Gonder

Henry Korns {Seal}

Jesse Korns {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 14th day of March in the year 1864, before the subscriber a Justice of the Peace of the said County and State personally appeared Jesse Korns and Henry Korns and did each acknowledge the foregoing mortgage to be their respective act. And also at the same time personally appeared Alexander Shaw, Agent for the Central Coal Mining and Manufacturing Company, and made oath on the Holy Evangely of Almighty God that the consideration mentioned in the within mortgage is just & true as therein set forth, and that he is authorized to make such oath. In testimony whereof I have subscribed my name.

Andrew Gonder, J.P.

I hereby release the within mortgage. Witness my hand and seal this 22nd November 1866.

Joseph P. Shaw, Agent {Seal}

Central Coal M. & M. Co.

Allegany County Courthouse, Cumberland, MD, Deed Book 21, page 553, 5/12/1864.

At the request of Central Coal Mining & Manufacturing Company this Mortgage was recorded May 12th 1864.

We, Jesse Korns and Henry Korns (trading and doing business under the name of J. & H. Korns) of Allegany County, State of Maryland, being now indebted to the Central Coal Mining and Manufacturing Company of the same County and State, in the sum of twenty four hundred dollars for money heretofore advanced to us by said Central Coal Mining and Manufacturing Company, in the building certain Canal Boats to ply on the Chesapeake and Ohio Canal in the transportation of coal for said Central Coal Mining and Manufacturing Company on said Canal from Cumberland to Georgetown and Alexandria and in order to secure the payment of said twenty four hundred dollars to said Central Coal Mining and Manufacturing Company the said J. & H. Korns are willing to execute this Mortgage.

Now in consideration of the premises and the sum of one dollar to us paid by Central Coal Mining and Manufacturing Company, the receipt whereof is hereby acknowledged, we the said J. and H. Korns, do hereby bargain and sell to the Central Coal Mining and Manufacturing Company three Canal Boats named as follows: "Clearspring," "Filonia Swain" and "H. Mortimer."

Provided, that if we, the said J. & H. Korns, shall pay to the said Central Coal Mining and Manufacturing Company the said sum of twenty four hundred dollars, in the following manner that is to say: the sum of twenty five dollars or one half the trippage for each and every trip each of said boats shall make upon said Canal until said twenty four hundred dollars, with interest, are paid in full, then these presents shall be void.

In Witness whereof we have subscribed our names & seals on this twelfth day of May 1864.

Teste: Andrew Gonder

Jesse Korns {Seal}

Henry Korns {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twelfth day of May in the year 1864, before the subscriber a Justice of the Peace of the said County and State personally appeared Jesse Korns and Henry Korns and did each acknowledge the foregoing mortgage to be their respective act. And also at the same time personally appeared James P. Shaw, Agent for the Central Coal Mining and Manufacturing Company, and made oath on the Holy Evangely of Almighty God that the consideration mentioned in the within mortgage is just & true as therein set forth, and that he is authorized by said Company to make such oath. In testimony whereof I have subscribed my name.

Andrew Gonder, J.P.

I hereby release the within mortgage. Witness my hand and seal this 22nd November 1866.

Joseph P. Shaw, Agent {Seal}

Central Coal M. & M. Co.



Allegany County Courthouse, Cumberland, MD, Deed Book 21, p 579, 4/7/1864.

At the request of Jesse & Henry Korn this Mortgage was recorded April 7th 1864.

This Indenture made this 4th day of April in the year of our Lord 1864 between Jesse and Henry Korn of Allegany County. in the State of Maryland of the first part, and Jeremiah Dick of Washington County, in the State of Maryland of the second part.

Witnesseth, Whereas the said Jesse and Henry Korn have this day sold to the said Jeremiah Dick the Canal Boat called "Mahala C. Dick" at and for the sum of fifteen hundred and seventy five dollars, which the said Jeremiah Dick is to pay unto the said Jesse and Henry Korn and their assigns, in installments of fifty dollars each, current rates of freight being \$1.75 dollars from Cumberland to Georgetown and should the current rates of freight increase the trippage is to increase in proportion and should current rates of freight decrease the trippage is to decrease in proportion but never to be less than forty dollars per trip for all the trips made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, or any other port, until the entire purchase money is paid, with interest from date, crediting the respective payments thereon as of the time when such payments shall be made.

And Whereas it was a part of said contract of purchase and sale that the said Jeremiah Dick shall use said boat in freighting coal for Central Coal Mining and Manufacturing Company from Cumberland to the points aforesaid in regular trips, both day & night, with as much expedition and regularity as can be reasonably done; and to receive the loads of said boat promptly at each trip with the coal of said Detmold, and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Co., the Borden Mining Co. and the American Coal Co. on the Chesapeake & Ohio Canal to Georgetown, Alexandria, Washington City, or other points on the Chesapeake and Ohio Canal; and to keep said boat in proper repair; all of which said stipulations the said Jeremiah Dick hereby covenants and agrees with the said Jesse & Henry Korn and their assigns to fulfill and perform.

And Whereas the said Jeremiah Dick is anxious to secure unto the said Jesse and Henry Korn and their assigns the regular and due payment of each and every installment of said purchase money, and also to secure to the said Jesse and Henry Korn and their assigns, the regular, prompt and due performance of the covenants aforesaid; the said Jeremiah Dick is willing to execute these presents.

Now this Indenture Witnesseth, that the said Jesse and Henry Korn for and in consideration of the premises, hath granted, bargained & sold, unto the said Jeremiah Dick the Canal Boat called "Mahala C. Dick" to have and to hold the same forever. Provided, nevertheless, that if the said Jeremiah Dick shall well and truly pay unto the said Jesse and Henry Korn or their assigns, the aforesaid installments of purchase money, with interest, upon each and every trip as aforesaid, until the whole shall be fully paid; and 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 shall become void; otherwise to remain in full force and virtue in law. And this Indenture further witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said Jeremiah Dick to make regular payments on account of said purchase money, as herein provided, or in case of a failure to perform any of the covenants named in this mortgage then, and in either event the said Jesse and Henry Korn, or their assigns, are hereby authorized to take immediate possession

of said boat and after ten days notice thereof in a public newspaper printed in Cumberland City, to sell said boat at public sale as mortgagees to the highest bidder for cash or credit, and out of the proceeds of such sale pay first the expenses of such sale and publication and the balance due to the said Jesse and Henry Korns, or their assigns, and if there be an overplus, the said Jesse & Henry Korns or their assigns are to pay the same to said Jeremiah Dick or his assigns.

In witness whereof, the said Jeremiah Dick hath subscribed his name & affixed his seal.

Test: J. M. Strong

J. Dick {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 4th day of April 1864 before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, appeared Jeremiah Dick and acknowledged the foregoing mortgage to be his act.

J. M. Strong, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 4th day of April 1864 before me the subscriber, a Justice of the Peace in and for Allegany County, personally appeared Jesse and Henry Korns, the mortgagees in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof, I hereunto subscribe my name on the day and year aforesaid.

J. M. Strong, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 21, p 611, 4/27/1864.

At the request of Jesse & Henry Korns this Mortgage was recorded April 27th 1864.

This Indenture made this 12th day of April, in the year of our Lord 1864 between Jesse & Henry Korns of Allegany County. in the State of Maryland of the first part, and John Noble of Allegany County, in the State of Maryland of the second part.

Witnesseth, Whereas the said Jesse and Henry Korns have this day sold to the said John Noble the Canal Boat called "Industry" at and for the sum of sixteen hundred dollars, which the said John Noble is to pay unto the said Jesse & Henry Korns and their assigns, in installments of fifty five dollars each, current rates of freight being two dollars from Cumberland to Georgetown and should the current rates of freight increase the trippage is to increase in proportion, and should current rates of freight decrease the trippage is to decrease in proportion, but never to be less than forty dollars per trip for all the trips made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, or any other port, until the entire purchase money is paid, with interest from date, crediting the respective payments thereon as of the time when such payments shall be made. And Whereas it was a part of said contract of purchase and sale that the said John Noble shall use said boat in freighting coal for Central Coal Mining and Manufacturing Co. from Cumberland to the points aforesaid, in regular trips, both day & night, with as much expedition & regularity as can be reasonably done; and to receive the loads of said boat promptly at each trip with the coal of said Company, and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Co., the Borden Mining Co. and the American Coal Co. on the Chesapeake & Ohio Canal to Georgetown, Alexandria, Washington City, or other points on the Chesapeake and Ohio Canal; and to keep said boat in proper repair; and in case the mortgage is paid off the boat shall nevertheless continue to carry coal for Central Coal Mining and Manufacturing Co. at current rates of freight to the end of the season of navigation, during which the last payment of mortgage had been made; all of which said stipulations the said John Noble hereby covenants and agrees with the said Jesse & Henry Korns and their assigns to fulfill and perform. And Whereas the said John Noble is anxious to secure unto the said Jesse and Henry Korns and their assigns the regular and due payment of each and every installment of said purchase money, and also to secure to the said Jesse and Henry Korns and their assigns, the regular, prompt and due performance of the covenants aforesaid; the said John Noble is willing to execute these presents.

Now this Indenture Witnesseth, that the said Jesse and Henry Korns for and in consideration of the premises, hath granted, bargained & sold, unto the said John Noble the Canal Boat called "Industry" to have and to hold the same forever. Provided, nevertheless, that if the said John Noble shall well and truly pay unto the said Jesse and Henry Korns or their assigns, the aforesaid installments of purchase money, with interest, upon each and every trip as aforesaid, until the whole shall be fully paid; and 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 shall become void; otherwise to remain in full force and virtue in law. And this Indenture further witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said John Noble to make regular payments on account of said purchase money, as herein provided, or in case of a failure to perform any of the covenants named in this mortgage then, and in either event the said Jesse and Henry Korns, or their assigns, are hereby authorized to take immediate possession of said boat and after ten days notice thereof in a public newspaper printed in Cumberland City, to sell said boat at

public sale as mortgagees to the highest bidder for cash or credit, and out of the proceeds of such sale pay first the expenses of such sale and publication and the balance due to the said Jesse and Henry Korns, or their assigns, and if there be an overplus, the said Jesse & Henry Korns or their assigns are to pay the same to said John Noble or his assigns.

In witness whereof, the said John Noble hath subscribed his name & affixed his seal.

Test: John Noble {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 12th day of April 1864 before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, appeared John Noble and acknowledged the foregoing mortgage to be his act.

J. B. Widener, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 12th day of April 1864 before me the subscriber, a Justice of the Peace in and for Allegany County, personally appeared Jesse Korns, one of the mortgagees in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof, I hereunto subscribe my name on the day and year aforesaid.

J. B. Widener, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 21, p 658, 5/3/1864.

At the request of J. & H. Korn's this Mortgage was recorded May 3rd 1864.

This Indenture made this 3rd day of May, in the year of our Lord 1864 between Jesse & Henry Korn's of Allegany County, in the State of Maryland of the first part, and Samuel Swain of Washington County, in the State of Maryland of the second part.

Witnesseth, Whereas the said Jesse and Henry Korn's have this day sold to the said Samuel Swain at and for the sum of sixteen hundred & fifty dollars, which the said Samuel Swain is to pay unto the said Jesse & Henry Korn's and their assigns, in installments of fifty dollars each, current rates of freight being two dollars from Cumberland to Georgetown and should the current rates of freight increase the trippage is to increase in proportion, and should current rates of freight decrease the trippage is to decrease in proportion, but never to be less than forty dollars per trip for all the trips made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, or any other port, until the entire purchase money is paid, with interest from date, crediting the respective payments thereon as of the time when such payments shall be made. And Whereas it was a part of said contract of purchase and sale that the said Samuel Swain shall use said boat in freighting coal for Central Coal Mining and Manufacturing Co. from Cumberland to the points aforesaid, in regular trips, both day & night, with as much expedition & regularity as can be reasonably done; and to receive the loads of said boat promptly at each trip with the coal of said Central Coal Mining & Manufacturing Company, and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Co., the Borden Mining Co. and the American Coal Co. on the Chesapeake & Ohio Canal to Georgetown, Alexandria, Washington City, or other points on the Chesapeake and Ohio Canal; and to keep said boat in proper repair; and in case the mortgage is paid off the boat shall nevertheless continue to carry coal for the Central Coal Mining and Manufacturing Co. at current rates of freight to the end of the season of navigation, during which the last payment of mortgage had been made; all of which said stipulations the said Samuel Swain hereby covenants and agrees with the said Jesse & Henry Korn's and their assigns to fulfill and perform. And Whereas the said Samuel Swain is anxious to secure unto the said Jesse and Henry Korn's and their assigns the regular and due payment of each and every installment of said purchase money, and also to secure to the said Jesse & Henry Korn's and their assigns, the regular, prompt and due performance of the covenants aforesaid; the said Samuel Swain is willing to execute these presents.

Now this Indenture Witnesseth, that the said Jesse and Henry Korn's for and in consideration of the premises, hath granted, bargained & sold, unto the said Samuel Swain the Canal Boat called "Filonia Swain" to have and to hold the same forever. Provided, nevertheless, that if the said Samuel Swain shall well and truly pay unto the said Jesse & Henry Korn's or their assigns, the aforesaid installments of purchase money, with interest, upon each and every trip as aforesaid, until the whole shall be fully paid; and 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 shall become void; otherwise to remain in full force and virtue in law. And this Indenture further Witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said Samuel Swain to make regular payments on account of said purchase money, as herein provided, or in case of a failure to perform any of the covenants named in this mortgage then, and in either event the said Jesse & Henry Korn's, or their assigns, are hereby authorized to take immediate possession of said boat and after ten days notice thereof in a public newspaper printed in Cumberland City, to sell said boat at

public sale as mortgagees to the highest bidder for cash or credit, and out of the proceeds of such sale pay first the expenses of such sale and publication and the balance due to the said Jesse & Henry Korns, or their assigns, and if there be an overplus, the said Jesse & Henry Korns or their assigns are to pay the same to said Samuel Swain or his assigns.

In witness whereof, the said Samuel Swain hath subscribed his name & affixed his seal.

Test: Henry McKeon

his  
Samuel X Swain {Seal}  
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this 3rd day of May 1864 before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, appeared Samuel Swain and acknowledged the foregoing mortgage to be his act.

Henry McKeon, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 3rd day of May 1864 before me the subscriber, a Justice of the Peace in and for Allegany County, personally appeared Jesse & Henry Korns, the mortgagees in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof, I hereunto subscribe my name on the day and year aforesaid.

Henry McKeon, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 21, p 711, 6/14/1864.

At the request of Jesse & Henry Korns this Mortgage was recorded June 17th 1864.

This Indenture made this 14th day of June, in the year of our Lord 1864 between Jesse and Henry Korns of Allegany County. in the State of Maryland of the first part, and Thomas A. Crampton of Frederick County, in the State of Maryland of the second part.

Witnesseth, Whereas the said Jesse and Henry Korns have this day sold to the said Thomas A. Crampton the Canal Boat called "Mollie" at and for the sum of seventeen hundred dollars, which the said Thomas A. Crampton is to pay unto the said Jesse and Henry Korns and their assigns, in installments of fifty five dollars each, current rates of freight being two dollars from Cumberland to Georgetown and should the current rates of freight increase the trippage is to increase in proportion, and should current rates of freight decrease the trippage is to decrease in proportion, but never to be less than forty dollars per trip for all the trips made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, or any other port, until the entire purchase money is paid, with interest from date, crediting the respective payments thereon as of the time when such payments shall be made. And Whereas it was a part of said contract of purchase and sale that the said Thomas A. Crampton shall use said boat in freighting coal for Central Coal Mining and Manufacturing Co. from Cumberland to the points aforesaid, in regular trips, both day & night, with as much expedition & regularity as can be reasonably done; and to receive the loads of said boat promptly at each trip with the coal of said Company, and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Co., the Borden Mining Co. and the American Coal Co. on the Chesapeake & Ohio Canal to Georgetown, Alexandria, Washington City, or other points on the Chesapeake and Ohio Canal; and to keep said boat in proper repair; all of which said stipulations the said Thomas A. Crampton hereby covenants and agrees with the said Jesse and Henry Korns and their assigns to fulfill and perform. And Whereas the said Thomas A. Crampton is anxious to secure unto the said Jesse and Henry Korns and their assigns the regular and due payment of each and every installment of said purchase money, and also to secure to the said Jesse and Henry Korns and their assigns, the regular, prompt and due performance of the covenants aforesaid; the said Thomas A. Crampton is willing to execute these presents.

Now this Indenture Witnesseth, that the said Jesse and Henry Korns for and in consideration of the premises, hath granted, bargained and sold, unto the said Thomas A. Crampton the Canal Boat called "Mollie" to have and to hold the same forever. Provided, nevertheless, that if the said Thomas A. Crampton shall well and truly pay unto the said Jesse and Henry Korns or their assigns, the aforesaid installments of purchase money, with interest, upon each and every trip as aforesaid, until the whole shall be fully paid; and 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 shall become void; otherwise to remain in full force and virtue in law.

And this Indenture further witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said Thomas A. Crampton to make regular payments on account of said purchase money, as herein provided, or in case of a failure to perform any of the covenants named in this mortgage then, and in either event the said Jesse and Henry Korns, or their assigns, are hereby authorized to take immediate possession of said boat and after ten days notice thereof in a public newspaper printed in Cumberland City, to sell said boat at public sale as

mortgagees to the highest bidder for cash or credit, and out of the proceeds of such sale pay first the expenses of such sale and publication and the balance due to the said Jesse and Henry Korns, or their assigns, and if there be an overplus, the said Jesse & Henry Korns or their assigns are to pay the same to said Thomas A. Crampton or his assigns.

In witness whereof, the said Thomas A. Crampton hath subscribed his name & affixed his seal.

Test:

Thomas A. Crampton {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 14th day of June 1864 before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, appeared Thomas A. Crampton and acknowledged the foregoing mortgage to be his act.

J. B. Widener, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 14th day of June 1864 before me the subscriber, a Justice of the Peace in and for Allegany County, personally appeared Jesse and Henry Korns, the mortgagees in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth. In witness whereof, I hereunto subscribe my name on the day and year aforesaid.

J. B. Widener, J.P.



Allegany County Courthouse, Cumberland, MD, Deed Book 21, page 762, 6/22/1864.

At the request of Central Coal Mining & Manufacturing Company this Mortgage was recorded June 22nd 1864.

We, Jesse Korn and Henry Korn (trading and doing business under the name of J. & H. Korn) of Allegany County, State of Maryland, being now indebted to the Central Coal Mining and Manufacturing Company of the same County and State, in the sum of sixteen hundred dollars for money heretofore advanced to us by said Central Coal Mining and Manufacturing Company, in the building certain Canal Boats to ply on the Chesapeake and Ohio Canal in the transportation of coal for said Central Coal Mining and Manufacturing Company on said Canal from Cumberland to Georgetown and Alexandria and in order to secure the payment of said sixteen hundred dollars to said Central Coal Mining and Manufacturing Company the said J. & H. Korn are willing to execute this Mortgage. Now in consideration of the premises and the sum of one dollar to us paid by Central Coal Mining and Manufacturing Company, the receipt whereof is hereby acknowledged, we the said J. & H. Korn, do hereby bargain and sell to the Central Coal Mining and Manufacturing Company two Canal Boats named as follows: "M. E. Hammann" and "Mollie" provided, that if we, the said J. & H. Korn, shall pay to the said Central Coal Mining and Manufacturing Company the said sum of sixteen hundred dollars, in the following manner that is to say: the sum of twenty five dollars or one half the trippage for each and every trip each of said boats shall run upon said Canal until said sixteen hundred dollars, with interest, are paid in full, then these presents shall be void.

In Witness whereof we have subscribed our names & seals on this twenty first day of June in the year 1864.

Teste: Andrew Gonder

Jesse Korn {Seal}

Henry Korn {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty first day of June in the year 1864, before the subscriber a Justice of the Peace of the said County and State personally appeared Jesse Korn and Henry Korn and did each acknowledge the foregoing mortgage to be their respective act and at the same time personally appeared James P. Shaw, Agent for the Central Coal Mining and Manufacturing Company, and made oath on the Holy Evangely of Almighty God that the consideration mentioned in the within mortgage is just & true as therein set forth, and that he is authorized by said Company to make such oath. In testimony whereof I have subscribed my name.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 22, page 73, 9/23/1864.

At the request of Central Coal Mining & Manufacturing Company this Mortgage was recorded Sep. 23rd 1864.

We, Jesse Kornes and Henry Kornes (trading and doing business under the name of J. & H. Kornes) of Allegany County, State of Maryland, being now indebted to the Central Coal Mining and Manufacturing Company of the same County and State, in the sum of twenty four hundred dollars for money heretofore advanced to us by said Central Coal Mining and Manufacturing Company, in the building certain Canal Boats to ply on the Chesapeake and Ohio Canal in the transportation of coal for said Company on said Canal from Cumberland to Georgetown and Alexandria and in order to secure the payment of said twenty four hundred dollars to said Central Coal Mining and Manufacturing Company the said J. & H. Kornes are willing to execute this Mortgage. Now in consideration of the premises and the sum of one dollar to us paid by Central Coal Mining and Manufacturing Company, the receipt whereof is hereby acknowledged, we the said J. & H. Kornes, do hereby bargain and sell to the Central Coal Mining and Manufacturing Company three Canal Boats named as follows: "A. M. Thomas, "Kate Kornes" and "Wm N. Boteter" provided, that if we, the said J. & H. Kornes, shall pay to the said Central Coal Mining and Manufacturing Company the said sum of twenty four hundred dollars, in the following manner that is to say: the sum of twenty five dollars or one half the trippage for each and every trip each of said boats shall run upon said Canal until said twenty four hundred dollars, with interest, are paid in full, then these presents shall be void.

In Witness whereof we have subscribed our names & seals on this twenty second day of September in the year eighteen hundred and sixty four.

Teste: Andrew Gonder

Jesse Kornes {Seal}

Henry Kornes {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty second day of September 1864, before the subscriber a Justice of the Peace of the said County and State personally appeared Jesse Kornes and Henry Kornes and did each acknowledge the foregoing mortgage to be their respective act and also at the same time personally appeared James P. Shaw, Agent for the Central Coal Mining and Manufacturing Company, and made oath on the Holy Evangely of Almighty God that the consideration mentioned in the within mortgage is just & true as therein set forth, and that he is authorized by said Company to make such oath. In testimony whereof I have subscribed my name.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 22, p 100, 4/27/1864.

At the request of Jesse Korn & Henry Korn this Mortgage was recorded April 27th 1864.

This Indenture made this 19th day of April, in the year of our Lord 1864 between Jesse and Henry Korn of Allegany County. in the State of Maryland of the first part, and John Renehan of Allegany County, in the State of Maryland of the second part.

Witnesseth, Whereas the said Jesse and Henry Korn have this day sold to the said John Renehan the Canal Boat called "Hibernian" at and for the sum of fifteen hundred dollars, which the said John Renehan is to pay unto the said Jesse and Henry Korn and their assigns, in installments of fifty five dollars each, current rates of freight being two dollars from Cumberland to Georgetown and should the current rates of freight increase the trippage is to increase in proportion, and should current rates of freight decrease the trippage is to decrease in proportion, but never to be less than forty dollars per trip for all the trips made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, or any other port, until the entire purchase money is paid, with interest from date, crediting the respective payments thereon as of the time when such payments shall be made.

And Whereas it was a part of said contract of purchase and sale that the said John Renehan shall use said boat in freighting coal for the Central Coal Mining and Manufacturing Company from Cumberland to the points aforesaid, in regular trips, both day & night, with as much expedition & regularity as can be reasonably done; and to receive the loads of said boat promptly at each trip with the coal of said Central Coal Mining & Manufacturing Company, and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Co., the Borden Mining Co. and the American Coal Co. on the Chesapeake & Ohio Canal to Georgetown, Alexandria, Washington City, or other points on the Chesapeake and Ohio Canal; and to keep said boat in proper repair; and in case the mortgage is paid off the boat shall nevertheless continue to carry coal for the Central Coal Mining & Mfg. Co. at current rates of freight to the end of the season of navigation during which the payment of mortgage has been made; all of which said stipulations the said John Renehan hereby covenants and agrees with the said Jesse and Henry Korn and their assigns to fulfill and perform.

And Whereas the said John Renehan is anxious to secure unto the said Jesse and Henry Korn and their assigns the regular and due payment of each and every installment of said purchase money, and also to secure to the said Jesse and Henry Korn and their assigns, the regular, prompt and due performance of the covenants aforesaid; the said John Renehan is willing to execute these presents.

Now this Indenture Witnesseth, that the said Jesse and Henry Korn for and in consideration of the premises, hath granted, bargained and sold, unto the said John Renehan the Canal Boat called "Hibernia" to have and to hold the same forever, provided, nevertheless, that if the said John Renehan shall well and truly pay unto the said Jesse and Henry Korn or their assigns, the aforesaid installments of purchase money, with interest, upon each and every trip as aforesaid, until the whole shall be fully paid; and 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 shall become void; otherwise to remain in full force and virtue in law. And this Indenture further witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said John Renehan to make regular payments on account of said purchase money, as herein provided, or

in case of a failure to perform any of the covenants named in this mortgage then, and in either event the said Jesse and Henry Korns, or their assigns, are hereby authorized to take immediate possession of said boat and after ten days notice thereof in a public newspaper, printed in Cumberland City, to sell said boat at public sale, as mortgagees, to the highest bidder for cash or credit, and out of the proceeds of such sale pay first the expenses of such sale and publication and the balance due to the said Jesse and Henry Korns, or their assigns, and if there be an overplus, the said Jesse & Henry Korns or their assigns are to pay the same to said John Renehan or his assigns.

In witness whereof, the said John Renehan hath subscribed his name & affixed his seal.

Test: Henry McKeon

John Renehan {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 19th day of April 1864, before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, appeared John Renehan and acknowledged the foregoing mortgage to be his act.

Henry McKeon, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 19th day of April 1864 before me the subscriber, a Justice of the Peace in and for Allegany County, personally appeared Jesse and Henry Korns, the mortgagees in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth. In witness whereof, I hereunto subscribe my name on the day and year aforesaid.

Henry McKeon, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 22, p 104, 10/4/1864.

At the request of Jesse & Henry Korn's this Mortgage was recorded Oct. 4th 1864.

This Indenture made this 30th day of September, in the year of our Lord 1864 between Jesse and Henry Korn's of Allegany County. in the State of Maryland of the first part, and Wm. N. Boteter of Allegany County, in the State of Maryland of the second part.

Witnesseth, Whereas the said Jesse and Henry Korn's have this day sold to the said Wm. N. Boteter the Canal Boat called " Wm. N. Boteter " at and for the sum of seventeen hundred & fifty dollars, which the said Wm. N. Boteter is to pay unto the said Jesse and Henry Korn's and their assigns, in installments of fifty five dollars each, but never to be less than fifty five dollars per trip for all the trips made by said boat from Cumberland to Georgetown, Alexandria, or Washington City, or any other port, until the entire purchase money is paid, with interest from date, crediting the respective payments thereon as of the time when such payments shall be made.

And Whereas it was a part of said contract of purchase and sale that the said Wm. N. Boteter shall use said boat in freighting coal for Central Coal M. & M. Co. from Cumberland to the points aforesaid, in regular trips, both by day & night, with as much expedition and regularity as can be reasonably done; and to receive the loads of said boat promptly at each trip with the coal of said Central Co., and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Co., the Borden Mining Co. and the American Coal Co. on the Chesapeake & Ohio Canal to Georgetown, Alexandria, Washington City, or other points on the Chesapeake and Ohio Canal; and to keep said boat in proper repair; all of which said stipulations the said Wm. N. Boteter hereby covenants and agrees with the said Jesse and Henry Korn's and their assigns to fulfill and perform.

And Whereas the said Wm. N. Boteter is anxious to secure unto the said Jesse and Henry Korn's and their assigns the regular and due payment of each and every installment of said purchase money, and also to secure to the said Jesse and Henry Korn's and their assigns, the regular, prompt and due performance of the covenants aforesaid; the said Wm. N. Boteter is willing to execute these presents.

Now this Indenture Witnesseth, that the said Jesse and Henry Korn's for and in consideration of the premises, hath granted, bargained and sold, unto the said Wm. N. Boteter the Canal Boat called " Wm. N. Boteter " to have and to hold the same forever. Provided, nevertheless, that if the said Wm. N. Boteter shall well and truly pay unto the said Jesse and Henry Korn's or their assigns, the aforesaid installments of purchase money, with interest, upon each and every trip as aforesaid, until the whole shall be fully paid; and 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 shall become void; otherwise to remain in full force and virtue in law. And this Indenture further witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said Wm. N. Boteter to make regular payments on account of said purchase money, as herein provided, or in case of a failure to perform any of the covenants named in this mortgage then, and in either event the said Jesse and Henry Korn's, or their assigns, are hereby authorized to take immediate possession of said boat and after ten days notice thereof in a public newspaper, printed in Cumberland City, to sell said boat at public sale, as mortgagees, to the highest bidder for cash or credit, and out of the proceeds of such sale pay first the expenses of such sale and publication and the balance due to the

said Jesse and Henry Korn, or their assigns, and if there be an overplus, the said Jesse & Henry Korn or their assigns are to pay the same to said Wm. N. Boteter or his assigns.

In witness whereof, the said Wm. N. Boteter hath subscribed his name & affixed his seal.

Test:

Wm. N. Boteter {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 30th day of September 1864, before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, appeared Wm. N. Boteter and acknowledged the foregoing mortgage to be his act.

J. M. Strong, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 30th day of September 1864 before me the subscriber, a Justice of the Peace in and for Allegany County, personally appeared Jesse and Henry Korn, the mortgagees in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth. In witness whereof, I hereunto subscribe my name on the day and year aforesaid.

J. M. Strong, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 22, p 134, 10/26/1864.

At the request of Jesse & Henry Korn this Mortgage was recorded Oct. 26th 1864.

This Indenture made this fourteenth day of October, in the year of our Lord 1864 between Jesse and Henry Korn of Allegany County, in the State of Maryland of the first part, and Christopher Thomas of Allegany County, in the State of Maryland of the second part.

Witnesseth, Whereas the said Jesse and Henry Korn have this day sold to the said Christopher Thomas the two canal boats: "A. M. Thomas" and "Kate Korn" at and for the sum of thirty five hundred dollars, which the said Christopher Thomas is to pay unto the said Jesse and Henry Korn and their assigns, in installments of fifty five dollars each, each per trip for all the trips made by said boats from Cumberland to Georgetown, Alexandria, Washington City, or any other port, until the entire purchase money is paid, with interest from date, crediting the respective payments thereon as of the time when such payments shall be made.

And Whereas it was a part of said contract of purchase and sale that the said Christopher Thomas shall use said boat in freighting coal for The Central Coal Mining & Mfg. Co. from Cumberland to the points aforesaid, in regular trips, both by day & night, with as much expedition and regularity as can be reasonably done; and to receive the loads of said boat promptly at each trip with the coal of said Central C. M. & M. Co., and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Co., the Borden Mining Co. and the American Coal Co. on the Chesapeake & Ohio Canal to Georgetown, Alexandria, Washington City, or other points on the Chesapeake and Ohio Canal; and to keep said boat in proper repair; all of which said stipulations the said Christopher Thomas hereby covenants and agrees with the said Jesse and Henry Korn and their assigns to fulfill and perform.

And Whereas the said Christopher Thomas is anxious to secure unto the said Jesse and Henry Korn and their assigns the regular and due payment of each and every installment of said purchase money, and also to secure to the said Jesse and Henry Korn and their assigns, the regular, prompt and due performance of the covenants aforesaid; the said Christopher Thomas is willing to execute these presents.

Now this Indenture Witnesseth, that the said Jesse and Henry Korn for and in consideration of the premises, hath granted, bargained and sold, unto the said Christopher Thomas the two canal boats "A. M. Thomas" and "Kate Korn" to have and to hold the same forever, provided, nevertheless, that if the said Christopher Thomas shall well and truly pay unto the said Jesse and Henry Korn or their assigns, the aforesaid installments of purchase money, with interest, upon each and every trip as aforesaid each of said boats shall make, until the whole shall be fully paid; and 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 shall become void; otherwise to remain in full force and virtue in law. And this indenture further witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said Christopher Thomas to make regular payments on account of said purchase money, as herein provided, or in case of a failure to perform any of the covenants named in this mortgage then, and in either event the said Jesse and Henry Korn, or their assigns, are hereby authorized to take immediate possession of said boats and after ten days notice thereof in a public newspaper, printed in Cumberland City, to sell said boats at public sale, as mortgagees, to the

highest bidder for cash or credit, and out of the proceeds of such sale pay first the expenses of such sale and publication and the balance due to the said Jesse and Henry Korns, or their assigns, and if there be an overplus, the said Jesse & Henry Korns or their assigns are to pay the same to said Christopher Thomas or his assigns.

In witness whereof, the said Christopher Thomas hath subscribed his name & affixed his seal.

Test:

Christopher Thomas {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 15th day of October, 1864, before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, appeared Christopher Thomas and acknowledged the foregoing mortgage to be his act.

J. B. Widener, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 15th day of October, 1864, before me the subscriber, a Justice of the Peace in and for Allegany County, personally appeared Henry Korns, [one of] the mortgagees in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof, I hereunto subscribe my name on the day and year aforesaid.

J. B. Widener, J.P.



Allegany County Courthouse, Cumberland, MD, Deed Book 22, page 229, 11/17/1864.

At the request of The Central Coal Mining & Manufacturing Company this Mortgage was recorded November 17th 1864.

We, Jesse and Henry Korn (trading and doing business under the name of J. & H. Korn) of Allegany County, State of Maryland, being now indebted to the Central Coal Mining and Manufacturing Company of the same County and State, in the sum of fifteen hundred dollars for money heretofore advanced to us by said Central Coal Mining and Manufacturing Company, in the building certain Canal Boats to ply on the Chesapeake and Ohio Canal in the transportation of coal for said Central Coal Mining and Manufacturing Company on said Canal from Cumberland to Georgetown & Alexandria and in order to secure the payment of said sixteen hundred dollars to said Central Coal Mining and Manufacturing Company the said J. & H. Korn are willing to execute this Mortgage. Now in consideration of the premises and the sum of one dollar to us paid by Central Coal Mining and Manufacturing Company, the receipt whereof is hereby acknowledged, we the said J. & H. Korn, do hereby bargain and sell to the Central Coal Mining and Manufacturing Company two Canal Boats named as follows: "Mollie Reid" and "Filonia Swain;" provided, that if we, the said J. & H. Korn, shall pay to the said Central Coal Mining and Manufacturing Company the said sum of sixteen hundred dollars, in the following manner that is to say: the sum of twenty five dollars or one half the trippage for each and every trip each of said boats shall run upon said Canal until said sixteen hundred dollars, with interest, are paid in full, then these presents shall be void.

In Witness whereof we have subscribed our names and seals on this sixteenth day of November in the year eighteen hundred and sixty four.

Witness our hands and seals.

Teste: Andrew Gonder

Jesse Korn {Seal}

Henry Korn {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this sixteenth day of November in the year eighteen hundred and sixty four, before the subscriber a Justice of the Peace of the said County and State personally appeared Jesse Korn and Henry Korn and did each acknowledge the foregoing mortgage to be their respective act and at the same time personally appeared James P. Shaw, Agent for the Central Coal Mining and Manufacturing Company, and made oath on the Holy Evangely of Almighty God that the consideration mentioned in the within mortgage is just & true as therein set forth, and that he is authorized by said Company to make such oath. In testimony whereof I have subscribed my name.

Andrew Gonder, J.P.



Allegany County Courthouse, Cumberland, MD, Deed Book 22, p 283, 11/11/1864.

At the request of Jesse & Henry Korn's this Mortgage was recorded Nov. 11th 1864.

This Indenture made this 27th day of October, in the year of our Lord 1864 between Jesse and Henry Korn's of Allegany County, in the State of Maryland of the first part, and Daniel M. Reid of Allegany County, in the State of Maryland of the second part.

Witnesseth, Whereas the said Jesse and Henry Korn's have this day sold to the said Daniel M. Reid the canal boat called : "Mollie Reid" at and for the sum of two thousand dollars, which the said Daniel M. Reid is to pay unto the said Jesse and Henry Korn's and their assigns, in installments of fifty five dollars each per trip for all the trips made by said boat from Cumberland to Georgetown, Alexandria, Washington City, or any other port, until the entire purchase money is paid, with interest from date, crediting the respective payments thereon as of the time when such payments shall be made.

And Whereas it was a part of said contract of purchase and sale that the said Daniel M. Reid shall use said boat in freighting coal for The Central Coal Mining & Mfg. Co. from Cumberland to the points aforesaid, in regular trips, both by day & night, with as much expedition and regularity as can be reasonably done; and to receive the loads of said boat promptly at each trip with the coal of said Company and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Co., the Borden Mining Co. and the American Coal Co. on the Chesapeake & Ohio Canal to Georgetown, Alexandria, Washington City, or other points on the Chesapeake and Ohio Canal; and to keep said boat in proper repair; all of which said stipulations the said Daniel M. Reid hereby covenants and agrees with the said Jesse and Henry Korn's and their assigns to fulfill and perform.

And Whereas the said Daniel M. Reid is anxious to secure unto the said Jesse and Henry Korn's and their assigns the regular and due payment of each and every installment of said purchase money, and also to secure to the said Jesse and Henry Korn's and their assigns, the regular, prompt and due performance of the covenants aforesaid; the said Daniel M. Reid is willing to execute these presents.

Now this Indenture Witnesseth, that the said Jesse and Henry Korn's for and in consideration of the premises, hath granted, bargained and sold, unto the said Daniel M. Reid the canal boat called "Mollie Reid" to have and to hold the same forever. Provided, nevertheless, that if the said Daniel M. Reid shall well and truly pay unto the said Jesse and Henry Korn's or their assigns, the aforesaid installments of purchase money, with interest, upon each and every trip as aforesaid until the whole shall be fully paid; and 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 shall become void; otherwise to remain in full force and virtue in law. And this indenture further witnesseth, that it is mutually agreed between the parties aforesaid, that in case of any default upon the part of the said Daniel M. Reid to make regular payments on account of said purchase money, as herein provided, or in case of a failure to perform any of the covenants named in this mortgage then, and in either event the said Jesse and Henry Korn's, or their assigns, are hereby authorized to take immediate possession of said boats and after ten days notice thereof in a public newspaper, printed in Cumberland City, to sell said boats at public sale, as mortgagees, to the highest bidder for cash or credit, and out of the proceeds of such sale pay first the expenses of such sale and publication and the balance due to the

said Jesse and Henry Korns, or their assigns, and if there be an overplus, the said Jesse & Henry Korns or their assigns are to pay the same to said Daniel M. Reid or his assigns.

In witness whereof, the said Daniel M. Reid hath subscribed his name & affixed his seal.

Test: Andrew Gonder

Daniel M. Reid {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 27th day of October, 1864, before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Allegany County, appeared Daniel M. Reid and acknowledged the foregoing mortgage to be his act.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this 27th day of October, 1864, before me the subscriber, a Justice of the Peace in and for Allegany County, personally appeared Jesse Korns, one of the firm of J. & H. Korns the mortgagees in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth. In witness whereof, I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 24, page 395, 5/10/1866.

At the request of the Central Coal M. & M. Company this Mortgage was recorded May 10th 1866.

This Indenture made this tenth day of May eighteen hundred and sixty six between James W. Reed of Allegany County, State of Maryland party of the first part and the Central Coal Mining and Manufacturing Company and Jesse Korns of Allegany County, State of Maryland parties of the second part. Whereas the said parties of the second part have this day sold to the said party of the first part the canal boat called "1776" at and for the sum of twelve hundred dollars which the said party of the first part is to pay to the said parties of the second part in installments, and in the manner and upon the terms hereinafter mentioned, to wit: Sixty dollars per trip for the first ten trips said boat shall make after which for each and every trip said boat shall make from Cumberland to Georgetown, Alexandria, Washington City or any other port, forty dollars per trip until the entire purchase money with interest from date is paid, crediting the respective payments thereon as of the time when such payments shall have been made.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said parties of the second part, that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips both day and night with as much expedition and regularity as can be reasonably done and to receive the loads of said boat promptly at each trip with the coal of such company or person as the said parties of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and I. Company, the Borden Mining Company, the Consolidated Coal Company and the Hampshire & 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 or transfer or set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever without the consent in writing of the said parties of the second part or their authorized agent; and when all of said purchase money is paid off, the boat aforesaid shall nevertheless continue to carry coal for the said party of the second part at the current rates as aforesaid, to the end of the season of navigation in the year when the last payment of purchase money under this present instrument shall be made. All or which said stipulations the said party of the first part covenants and agrees with the said party of the second part and their assigns, to fulfill and perform.

And whereas the said party of the first part is anxious to secure unto the said party of the second part, and its 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 its 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 its assigns the Canal Boat called "George Albert" to have and to hold the same unto the said party of the second part and its 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 party of the second part or its

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

And this instrument further Witnesseth that it is mutually agreed between the parties aforesaid that in case of any default upon the part of the said party of the first part to make regular payments on account of said purchase money as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect on 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 its authorized agent, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boat as before mentioned, or in case said boat is not kept in proper repair, or in case of a transfer without permission as aforesaid, or in case of a failure to perform any of the stipulations or recitals in this mortgage named to be done and performed on the part of the said party of the first part, then and in either event the said party of the second part, or its 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 to pay the expenses of such sale and advertisement and then the balance due to said party of the second part or its assigns of said purchase money and interest, and if there be any overplus the said party or its assigns are to pay the same to the said party of the first part.

In witness whereof the said Thomas Danner hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder

his  
Thomas X Danner {Seal}  
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this fifteenth day of May 1866 before the subscriber personally appeared Thomas Danner and acknowledged the aforesaid instrument to be his act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this fifteenth day of May 1866 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared James P. Shaw, Agent for the Central Coal Mining and Manufacturing Company, Mortgagee in the foregoing mortgage, and made oath on the Holy Evangelical 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 the Central Coal Mining and Manufacturing Company to make such affidavit. In witness whereof I hereby subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 25, page 136, 11/2/1866.

At the request of J. & H. Korns this Mortgage was recorded November 2nd 1866.

This Indenture made this fifteenth day of October eighteen hundred and sixty six between Jeremiah Dick of Allegany County, State of Maryland of the first part and J. & H. Korns of Allegany County, State of Maryland of the second part. Whereas the said parties of the second part have this day sold to the said party of the first part the canal boat called "C. K. Rentzel" at and for the sum of sixteen hundred dollars which the said party of the first part is to pay to the said parties of the second part in installments, and in the manner and upon the terms hereinafter mentioned, to wit: Fifty dollars per trip for each and every trip said boat shall make from Cumberland to Georgetown, Alexandria, Washington City or any other port, forty dollars per trip until the entire purchase money with interest from date is paid, crediting the respective payments thereon as of the time when such payments shall have been made.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said parties of the second part, that the said party of the first part shall use the said boat exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips both day and night with as much expedition and regularity as can be reasonably done and to receive the loads of said boat promptly at each trip with the coal of such company or person as the said parties of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and I. Company, the Borden Mining Company, the Consolidated Coal Company and the Hampshire & 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 or transfer or set over or otherwise by any act or deed permit the said boat to be assigned, transferred or set over unto any person or persons whomsoever without the consent in writing of the said parties of the second part or their authorized agent; and when all of said purchase money is paid off, the boat aforesaid shall nevertheless continue to carry coal for the said party of the second part at the current rates as aforesaid, to the end of the season of navigation in the year when the last payment of purchase money under this present instrument shall be made. All or which said stipulations the said party of the first part covenants and agrees with the said party of the second part and their assigns, to fulfill and perform.

And whereas the said party of the first part is anxious to secure unto the said party of the second part, and its 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 its 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 parties of the second part and their assigns the Canal Boat called "C. K. Rentzel" to have and to hold the same unto the said party of the second part and its 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 parties of the second part or their assigns the aforesaid installments of purchase money upon each and every trip as aforesaid until the whole purchase money with the interest as aforesaid, shall be fully paid and if the said party of the first part shall well

and truly do and perform all the covenants on his part to be done and performed as set forth in this Mortgage, then this instrument of writing and every matter and thing herein contained shall cease and be utterly null and void; otherwise to remain in full force and virtue in law.

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

In witness whereof the said Jeremiah Dick hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder

Jeremiah Dick {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this fifteenth day of October 1866 before the subscriber personally appeared Jeremiah Dick and acknowledged the foregoing instrument to be his act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this fifteenth day of October 1866 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared Jesse Korn, 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 owner authorized by \_\_\_\_\_ to make such affidavit. In witness whereof I hereby subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.



Allegany County Courthouse, Cumberland, MD, Deed Book 32, page 234, 5/24/1870.

At the request of Henry Korn the following Mortgage was recorded May 24th 1870.

I, Thomas V. Hays of Allegany County, Maryland, being now indebted to Henry Korn of said County and State in the sum of seventeen hundred dollars with interest thereon from the seventh day of April 1870 in consideration thereof and of the further sum of one dollar to me in hand paid, do hereby bargain and sell to the said Henry Korn the following property, to wit: one Canal Boat named "P. J. Smith" now in my possession and run by me on the Chesapeake & Ohio Canal. Provided that if I the said Thomas V. Hays shall pay the said Henry Korn the sum of thirty five dollars per trip for each trip said boat shall make down said Canal until the whole sum of seventeen hundred dollars with the interest thereon from the seventh day of April 1870 is paid, then these presents shall be void. Witness my hand and seal this 3rd day of May 1870.

Test: W. M. Price

Thomas V. Hays

State of Maryland, Allegany County, Sct: I hereby certify that on this third day of May 1870 before me the subscriber, a Justice of the Peace in and for the County and State aforesaid personally appeared Thomas V. Hays and acknowledged the foregoing Mortgage to be his act and deed. And at the same time and place also appeared Henry Korn, the within named Mortgagee, and made oath in due form of law that the consideration set forth in said Mortgage is true & bona fide as therein set forth.

Andrew Gonder, J.P.