

JESSE KORNS FAMILY HISTORY
Volume 2
Deeds and Mortgages

Compiled by
William Bauman
C & O Canal Association Volunteer

MAY 2012

PREFACE

During the writing of the Korns Family History, the number of land deed and mortgages became so large as to nearly dwarf the family history report. So they were moved to this Volume 2, as a repository for the records, which are sometimes difficult to read. The source of the document appears at the top of each record and readers are encouraged to recall the item and verify my transcription.

We hope readers will contact me with additional information or corrections.

William Bauman
C. & O. Canal Association Volunteer
wdbauman@visuallink.com

At the request of the State of Maryland the following Bond was recorded 5th February 1851.

Know all men by these presents that one Francis M. Deems, Jesse Korns, Henry Korns, H. J. McNamee, Daniel Wineow, Frederick Shipley, R. D. Johnson & Jacob Wickard of Allegany County in the State of Maryland are held of and firmly bound unto the State of Maryland in the just and full sum of five thousand dollars current money of the United States, to the payment whereof well & truly to be made and done, we bind ourselves and each of us and each of our heirs, executors & administrators, jointly & severally, firmly by these presents, sealed with our seals and dated this 5th day of February in the year of our Lord one thousand eight hundred and fifty one. Whereas the above bound Francis M. Deems as clerk to the commissioners of Allegany County is by an act of the General Assembly of Maryland passed at December session 1847 Chapter 121 made Treasurer of the school fund of said County, and as such Treasurer is required to give bond for the faithful performance of the duties of his Office.

Now the condition of the above obligation is such that if the above bound Francis M. Deems shall well & truly pay all the monies which shall or may come into his hands agreeably to the orders and direction of the Commissioners of Allegany County and the Acts of Assembly that have been or may be passed on that subject and shall also well & truly account with the same commissioners when regularly called upon for that purpose and make a fair and regular statement of his proceedings to the said commissioners at each annual Levy Court, then this obligation to be void and of no effect, else to be and remain in full force and virtue in law.

Signed, sealed and delivered
in presence of
H. Brotemarkle

Francis M. Deems {Seal}
Henry Korns {Seal}
Jesse Korns {Seal}
H. J. McNamee {Seal}
George Hughes {Seal}
Daniel Wineow {Seal}
Fred Shipley {Seal}
R. D. Johnson {Seal}
Jacob Wickard {Seal}

February 5th 1857. The Board of Commissioners have unanimously approved the within Bond
H. D. Carleton President of
the Board

At the request of the State of Maryland the following Bond was recorded Feb. 3rd 1852.

Know all men by these presents that one Francis M. Deems, John W. Browning, J. Nickard, Jacob F. Saylor, George Hughes, Thomas Devecmon, John Longalagh, Jesse Korn, Henry Korn, & John Hoye, of Allegany County in the State of Maryland are held of and firmly bound unto the State of Maryland in the just and full sum of one thousand dollars, current money, to be paid to the said State or its certain attorney; to which payment shall well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this third day of February in the year of our Lord one thousand eight hundred and fifty two.

Now the condition of the above obligation is made that if the above bound Francis M. Deems shall well and faithfully execute and perform all the duties required of him as Clerk to the Commissioners of Allegany County, and shall also well and faithfully execute the same office in all things appertaining thereto, then this obligation to be void, else to be and remain in full force and virtue in law.

Signed, sealed and delivered
in presence of
Eli Engle, Pres.
Francis M. Deems

Endorsed,
Approved by the Board
of Commissioners
Eli Engle
Pres. of the Board

Francis M. Deems {Seal}
John W. Browning {Seal}
J. Nickard {Seal}
Jacob F. Saylor {Seal}
George Hughes {Seal}
Thomas Devecmon {Seal}
John Longalagh {Seal}
Jesse Korn {Seal}
Henry Korn {Seal}
John Hoye {Seal]
Jacob Fechting {Seal}

At the request of the State of Maryland the following Sheriff's Bond was recorded Jan. 15th 1853.

Know all men by these presents that we George M. Blocher, Daniel Blocher, Benjamin M. Blocher, David W. McCleary, John B. Widener & Jesse Korns of Allegany County in the State of Maryland are held and firmly bound unto the State of Maryland in the full and just sum of twenty six thousand six hundred and sixty six dollars & sixty six and two thirds cents, current money, to be paid to the said State or its certain Attorney; to which payment well and truly to be made and done, we bind ourselves our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals and dated this 18th day of January in the year one thousand eight hundred and fifty three.

Now the condition of the above obligation is made that if the above bound George M. Blocher as Sheriff of Allegany County do and shall well & faithfully execute the same office in all things appertaining thereto and shall also render to the several officers within the State, a just and true account of all fees placed in his hands for collection, within the time limited by law, and shall also well and truly pay all sums of money received by him and also collect and pay all public dues, fines and forfeitures which are due or belonging to the State and shall also well and faithfully execute and return all writs, process and warrants to him directed and delivered and shall also pay and deliver to the person or persons entitled to receive the same all sums or sums of money, tobacco, goods, chattel or property by him lenid, seized or taken separately to the directions of the writ, process or warrant under which the same shall have been lenid, seized or taken, and also shall keep and detain in safe custody all and any person or persons committed to his custody or by him taken in custody or who shall be committed for the want of bail, without suffering them or any of them to escape or depart from his custody and shall also satisfy and pay out all judgments which shall or may be rendered against him as Sheriff & shall also well and truly execute and perform the several duties required of or imposed upon him by the laws of this State, then this obligation to be void and of no effect, otherwise to remain in full force and virtue in law.

Signed, sealed and delivered
in presence of
Wm Neill lus to G. M. Blocher

Approved January 18th 1853
Jacob Fechtig, Clk. of C.
E. Muller, J. of C.
Jasper Rohnett, J. of C.

George M. Blocher {Seal}
Daniel Blocher {Seal}
B. M. Blocher {Seal}
D. W. McCleary {Seal}
Jesse Korns {Seal}
John B. Widener {Seal}

At the request of the State of Maryland the following Bond was recorded Feb. 8th 1853.

Know all men by these presents that we, Francis M. Deems, Thomas Devecmon, N. D. Smith of Allegany County in the State of Maryland are held and firmly bound unto the State of Maryland in the just and full sum of five thousand dollars, current money, to be paid to the said State or its certain attorney; to which payment shall well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this seventh day of February in the year of our Lord one thousand eight hundred and fifty three. Whereas the above bound Francis M. Deems hath been elected Clerk to the Commissioners of Allegany County and is therefore ex-officio Treasurer of the School Fund of Allegany County.

Now the condition of the above obligation is such that if the above bound Francis M. Deems shall well and faithfully execute and perform all the duties required of him as Treasurer of the School Fund of Allegany County, and shall also well and truly account for all monies which may come into his hands as Treasurer aforesaid and at the end of his term pay over to his successor in office all such sum or sums of money as may remain in his hands, then the above obligation to be void, else to be and remain in full force and virtue in law.

	Francis M. Deems {Seal}	George Hughes {Seal}
Signed, sealed & delivered in	Thomas Devecmon {Seal}	Henry Kornis {Seal}
John Elbni, Eli Engle	N. D. Smith {Seal}	L. B. Smnck {Seal}

I, Francis M. Deems, (Clerk to Commission) do swear that I will support the Constitution and that I will be faithful and bear true allegiance to the State of Maryland and support the constitution and laws thereof and that I will to the best of my skill and judgment, diligently and faithfully, without partiality or prejudice, execute the office of Clerk to the Commissioners of Allegany County, according to the constitution and laws of this State and that since the adoption of the present Constitution, I have not in any manner violated the provisions thereof in relation to bribery of voters or preventing legal or processing illegal votes to be given, so help me God.

Francis M. Deems

I certify that the above oath was sworn and subscribed by the above named Francis M. Deems, before me the subscriber one of the Commissioners of Allegany County, State of Maryland, this 8th day of February 1843.
Eli Engle, Pres. of Board.

At the request of the State of Maryland the following Bond was recorded June 26th 1854.

Know all men by these presents that we Lloyd B. Smith, Jonathan Henderson, N. D. Smith, Henry Korn, Alpheus B. Beall, Jesse Korn, Daniel Folck, Francis H. Deems, John Folck of Allegany County in the State of Maryland are held and firmly bound unto the State of Maryland in the just and full sum of thirty five thousand dollars, to be paid to the said State of Maryland or its certain Attorney to the payment whereof well and truly to be made and done, we bind ourselves and each of us and each of our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals and dated this 24th day of June in the year eighteen hundred and fifty four. Whereas the afore bond Lloyd B. Smith has been appointed by the Commissioners of Allegany County, Collector of the State tax for the year 1854 under the Act of the General Assembly of Maryland at an extra session begun at Annapolis on Wednesday the 24th day of March 1841 and ended on Wednesday the 7th day of April 1841 and the several supplements thereto.

Now the condition of the above obligation is such that if the above bound Lloyd B. Smith appointed Collector as aforesaid shall well and faithfully execute the office as such Collector and the several duties required of him by law shall well and truly account for and pay over to the Treasurer of the State of Maryland the several sums of money which he shall receive as being receivable by law at such times as the law shall direct then the above obligation to be void, otherwise to remain in full force and virtue in law.

Signed, sealed and delivered
in presence of
Charles H. Evans
Geo. W. Hoover

Lloyd B. Smith {Seal}
Jonathan Henderson {Seal}
N. D. Smith {Seal}
Henry Korn {Seal}
Alpheus B. Beall {Seal}
Jesse Korn {Seal}
Samuel Folck {Seal}
Francis M. Deems {Seal}
John Folck {Seal}

State of Maryland, Allegany County, Sct: Be it remembered and it is hereby certified that on this sixth day of June in the year 1854 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared George W. Hoover and Charles N. Evans the subscribing witness to the execution of the foregoing bond and severally made oath on the Holy Evangely of Almighty God that the obligors in the said within bond did sign and seal the same in the presence of these affidavits & the said obligors did severally acknowledge the same to be their respective acts and deeds.

Acknowledged and sworn before
J. B. Widener, J.P.

Maryland, Allegany County, to wit: On this 20th day of June 1854 before me the subscriber a Justice of the State of Maryland in & for said County personally appeared Lloyd B. Smith and made oath on the Holy Evangely of Almighty God that as Collector of Allegany County that he will well and truly execute the duties imposed upon him by the Act for the general evaluation and appraisement of property in this State and to provide a tax to pay the debts of the State & its supplements and all duties imposed on him by law. And that he will justly, impartially value all property which he shall

be authorized to value agreeable to the direction of the said Act and its supplements according to the best of his skill and judgment without favor or partiality, so help me God.

Sworn before John White, J.P.

Endorsed June 26th 1854. Approved John Gephart,
Chas. A. Scow, William Bowmin

At the request of the State of Maryland the following Bond was recorded June 26th 1854.

Know all men by these presents that we Lloyd B. Smith, Jonathan Henderson, N. D. Smith, Henry Korns, Alpheus B. Beall, Jesse Korns, Daniel Folck, Francis H. Deems, John Folck of Allegany County in the State of Maryland are held and firmly bound unto the State of Maryland in the just and full sum of eighty nine thousand dollars, to be paid to the said State of Maryland or its certain Attorney to the payment whereof well and truly to be made and done, we bind ourselves and each of us and each of our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals and dated this twenty fourth day of June in the year 1854. Whereas the above bounden Lloyd B. Smith has been appointed by the Commissioners of Allegany County, Collector of the County Charges in said County for the year eighteen hundred and fifty four.

Now the condition of the above obligation is such that if the above bound Lloyd B. Smith shall as such Collector well and faithfully execute his office and the several entities required of him by law and shall well and truly account for and pay to the Commissioners of Allegany County or to their order the several sums of money which he shall receive or be answerable for by law at such times as the law shall direct then the above obligation to be void, else to be and remain in full force and virtue in law.

Signed, sealed and delivered
in presence of
Charles H. Evans
George W. Hoover

Lloyd B. Smith {Seal}
Jonathan Henderson {Seal}
N. D. Smith {Seal}
Henry Korns {Seal}
Alpheus B. Beall {Seal}
Jesse Korns {Seal}
Samuel Folck {Seal}
Francis M. Deems {Seal}
John Folck {Seal}
Henry Korns {Seal}

State of Maryland, Allegany County, Sct: Be it remembered and it is hereby certified that on this 24th of June in the year 1854 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared George W. Hoover and Charles N. Evans the subscribing witness to the execution of the foregoing bond and severally made oath on the Holy Evangely of Almighty God that the obligors in the said within bond did sign and seal the same in their presence of these affidavits and that the said obligors did severally acknowledge the same to be their respective acts and deeds.

Acknowledged and sworn before
J. B. Widener, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 12, p. 442 3/10/1855.

At the request of the State of Maryland the following Bond was recorded March 10th 1855.

Know all men by these presents that we Jesse Korn, Henry Korn and Benjamin M. Blocher of Allegany County in the State of Maryland are held and firmly bound unto the State of Maryland in the just and full sum of two thousand dollars, current money, to be paid to the said State or its certain Attorney to which payment well and truly to be made and done, we bind ourselves and each of us and each of our heirs, executors and administrators. Sealed with our seals and dated this ninth day of March in the year of our Lord eighteen hundred and fifty five. Whereas a certain Greenberry Hook by his deed dated on the tenth day of April in the year eighteen hundred and fifty four and recorded among the Land Records of Allegany County in Liber N. B. No. 11, folio 298 &c did convey unto a certain Levi Witt in Trust for certain purposes set forth in said deed certain real and personal property therein mentioned and whereas the said Levi Witt failed to file a bond for the faithful performance of the said Trust as required by the Act of the General Assembly of Maryland passed at December session 1845, Chapter 166 and therefore pursuant to the provisions of the said act by an order of the Circuit Court for Allegany County passed upon the 3rd day of March 1855 the said Jesse Korn was appointed Trustee in lieu and instead of the said Levi Witt and was required to execute bond with security for the faithful performance of the Trust in said deed. Now the condition of the above obligation is such that if the above bound Jesse Korn shall well and faithfully execute the Trust contained and reposed in and of aforesaid deed from the said Greenberry Hook the said Levi Witt then the above obligation to be void, otherwise to remain in full force and virtue in law.

Jesse Korn {Seal}
B. M. Blocher {Seal}
Henry Korn {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 12, p. 519 6/21/1855.

At the request of the State of Maryland the following Bond was recorded June 21st 1855.

Know all men by these presents that we Lloyd B. Smith, N. D. Smith, D. W. McCleary, A. B. Beall, N. J. McNormee, Jesse Korn, and Ashorce Willison of Allegany County in the State of Maryland are held and firmly bound unto the said State of Maryland in the just and full sum of twenty thousand dollars, current money, to be paid to the said State of Maryland or its certain Attorney to which payment well and truly to be made and done, we bind ourselves and each of us and each of our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals and dated this sixteenth day of June in the year of our Lord one thousand eight hundred and fifty five. Whereas the above bound Lloyd B. Smith has been appointed by the County Commissioners of Allegany County, Collector of the State taxes in said County for the year eighteen hundred and fifty five pursuant to an Act of the General Assembly of Maryland passed at an extra session begun and held at Annapolis on Wednesday the 24th day of March 1841, Chapter twenty three and the several supplements thereto.

Now the condition of the above obligation is such that if the above bound Lloyd B. Smith appointed Collector as aforesaid shall well and faithfully execute his office as such Collector and the several duties required of him by law and shall well and truly account and pay over to the Treasurer of the State of Maryland the several sums of money which he shall receive or be responsible for by law at such times as the law shall direct, then the above obligation to be void; else to be and remain in full force and virtue in law.

Signed, sealed & delivered
in presence of
Jas. A. Ferguson
Jno. H. Barnett

Lloyd B. Smith {Seal}
N. D. Smith {Seal}
D. W. McCleary {Seal}
A. B. Beall {Seal}
N. J. McNormee {Seal}
Jesse Korn {Seal}
Ashorce Willison {Seal}

State of Maryland, Allegany County, to wit: be it remembered and it is hereby certified that on this sixteenth day of June in the year of our Lord one thousand eight hundred and fifty five before the subscriber a Justice of the Peace of the State of Maryland in and for said Allegany County personally appeared James A. Ferguson and John B. Barnett the subscribing witnesses to the execution of the foregoing bond and made oath on the Holy Evangelical of Almighty God that the obligors in the said foregoing bond did sign and seal the same in the presence of these applicants and that the said obligors did severally acknowledge the same to be their respective act and deed. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

J. B. Widener, J.P.

Approved, John Gephart P.H.C., Charles A. Scott
William Browning

Allegany County Courthouse, Cumberland, MD, Deed Book 12, p. 520 6/21/1855.

At the request of the State of Maryland the following Bond was recorded June 21st 1855.

Know all men by these presents that we Lloyd B. Smith, N. D. Smith, D. W. McCleary, A. B. Beall, N. J. McNormee, Jesse Korn, Ashorce Willison, Henry Korn, S. T. Little, Y. Smith of Allegany County in the State of Maryland are held and firmly bound unto the said State of Maryland in the just and full sum of ninety thousand dollars, current money, to be paid to the said State of Maryland or its certain Attorney to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals and dated this sixteenth day of June in the year of our Lord one thousand eight hundred and fifty five. Whereas the above bound Lloyd B. Smith has been appointed by the County Commissioners of said Allegany County, Collector of the County charges in said County for the year eighteen hundred and fifty five.

Now the condition of the above obligation is such that if the above bound Lloyd B. Smith appointed Collector as aforesaid shall well and faithfully execute his office and the several duties required of him by law and shall well and truly account for and pay to the County Commissioners of Allegany County or their obligors the several sums of money which he shall receive or be responsible for by law at such times as the law shall direct, then the above obligation to be void.

Signed, sealed & delivered
in presence of
Jas. A. Ferguson
Jno. H. Barnett

Lloyd B. Smith {Seal}
N. D. Smith {Seal}
D. W. McCleary {Seal}
A. B. Beall {Seal}
N. J. McNormee {Seal}
Jesse Korn {Seal}
Ashorce Willison {Seal}
Henry Korn {Seal}
S. T. Little {Seal}
Y. Smith {Seal}

State of Maryland, Allegany County, to wit: be it remembered and it is hereby certified that on this sixteenth day of June in the year of our Lord one thousand eight hundred and fifty five before the subscriber a Justice of the Peace of the State of Maryland in and for said Allegany County personally appeared James A. Ferguson and John B. Barnett the subscribing witnesses to the execution of the foregoing bond and severally made oath on the Holy Evangelical of Almighty God that the obligors in the said foregoing bond did sign and seal the same in their presence and did severally acknowledge the same to be their act and deed. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

J. B. Widener, J.P.

State of Maryland, Allegany County, to wit: I, Lloyd B. Smith do solemnly declare that I believe in the Christian Religion.

Lloyd B. Smith

I, Lloyd B. Smith do swear that I will support the Constitution of the United States and that I will be faithful and bear true allegiance to the State of Maryland and support the constitution and laws thereof.

Lloyd B. Smith

I, Lloyd B. Smith, Collector of Allegany County, do swear that I will well and truly execute the duties imposed upon me by the Act for the General Collection and Assessment of property in this State and to provide a tax to pay the debts of the State and its supplements and all duties imposed on me by law and that I will justly and impartially value all property which I shall be authorized to value agreeably to the directions of the said act and its supplements according to the best of my skill and judgment.

Lloyd B. Smith

The above oaths subscribed and sworn to by the above named Lloyd B. Smith before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County on this 21st day of June in the year 1855.

J. B. Widener, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 15, p. 291 8/6/1856.

At the request of the State of Maryland this Bond was recorded August 6th 1856.

Know all men by these presents that we William W. McKaig, Azer Beall, and Jesse Korns of Allegany County and State of Maryland are held and firmly bound unto the said State of Maryland in the just and full sum of two thousand five hundred dollars, current money, to be paid to the said State of Maryland or its certain Attorney, to which payment to be well and truly made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals and dated this 1st day of August 1856. Whereas the above bound William W. McKaig was appointed Trustee by a certain deed of trust executed and delivered to him by a certain David G. Blair on the 11th day of March 1856 wherein the said David G. Blair conveyed and transferred certain goods, wares and merchandise then in his Store Room in Cumberland to the said W. W. McKaig in trust to be sold and disposed of for the benefit of the Creditors of the said David G. Blair upon the terms specified in said deed of trust, and which said deed of trust has been recorded in the office of the Clerk of the County Court for Allegany County amongst the land records of said County.

Now the condition of the above obligation is such that if the above bound William W. McKaig shall well and faithfully perform all the duties of the trust reposed in him by the said above described deed of trust as such Trustee that then the above obligation shall be void; otherwise to remain full force and virtue in law.

W. W. McKaig {Seal}

Azer Beall {Seal}

Jesse Korns {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 16, p. 287 8/8/1857.

At the request of Horace Resley & Jesse Korn's this Mortgage was recorded August 8th 1857.

This Mortgage made this fourth day of August in the year eighteen hundred and fifty seven, by Jacob Couter, of Allegany County, in the State of Maryland. Witnesseth, that whereas Jesse Korn's and Horace Resley, of said County and State, have this day become sureties as endorsers upon a promissory note for the sum of sixty dollars bearing even date herewith and made payable, with interest at the Cumberland Bank of Allegany, at three months after date thereof. And whereas the said Horace Resley and Jesse Korn's have become sureties, as endorsers, upon one other promissory note for the sum of seventy five dollars, bearing even date herewith and made payable, with interest, at the said Bank, at six months after date thereof. And whereas, with a view to secure, save harmless and keep indemnified the said Horace Resley and Jesse Korn's and each of them, of, from and against all loss or damage they or either of them, may or shall sustain by reason of the surety ship aforesaid, he, the said Jacob Couter doth execute these presents.

Now therefore, the said Jacob Couter, in consideration of the premises and of the sum of one dollar, doth hereby bargain and sell to the said Jesse Korn's and Horace Resley, one bay horse and one gray mare. Provided, that if the said Jacob Couter shall pay off and discharge the said promissory notes, with the interest thereon, at the maturity, and shall in every respect, save harmless and keep indemnified the said Horace Resley and Jesse Korn's and each of them, of, from and against all loss or damage, which they or either of them, shall or may sustain by reason of the surety ship, aforesaid, then this mortgage shall be void. And the said Jacob Couter covenants that he will pay off and discharge the said promissory notes at maturity and that if default shall be made in the payment of the money aforesaid or the interest thereon at the time and in the manner aforesaid, then it shall be lawful for the said Horace Resley and Jesse Korn's, or either of them, to sell the said Mortgaged premises at Cumberland, by public auction for cash or on credit after giving at least ten days public notice, of the time, place, manner and terms of sale, by hand bills set up in the town of Cumberland at least ten days prior to the day of sale, to pay the debt and the surplus, if any, over to the said Jacob Couter.

Witness my hand and seal

Test: J. B. Widener

Jacob Couter {Seal}

State of Maryland, Allegany County, Sct: I hereby certify that on this fourth day of August, in the year eighteen hundred and fifty seven, before the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County aforesaid, personally appeared Jacob Couter 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.

J. B. Widener, J.P.

State of Maryland, Allegany County, Sct: I hereby certify that on this eighth day of August, in the year eighteen hundred and fifty seven, before the subscriber, a Justice of the Peace. of the State of Maryland, in and for Allegany County aforesaid, personally appeared Horace Resley, and made oath in due form of law, that the consideration in the foregoing mortgage is true and bona fide as therein set forth.

J. B. Widener, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 19, p. 9 6/4/1860.

At the request of the State of Maryland this Bond was recorded June 4th 1860.

Know all men by these presents that we John B. Widener, William W. McKaig, Jesse Korn, Abraham Russell, Valentine A. Buckey, and David W. McCleary of Allegany County in the State of Maryland are held and firmly bound unto the said State of Maryland in the just and full sum of thirty thousand dollars, current money, money to be paid to the said State or its certain Attorney to which payment well and truly to be made and done, we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this fourth day of June in the year of our Lord eighteen hundred and sixty. Whereas the said John B. Widener was appointed on the 29th day of May 1860 by the Board of Commissioners of Public Schools of Allegany County, Treasurer of said Board for one year from said last date under and in virtue of the provisions of an Act of the General Assembly of the State of Maryland passed at January session 1860 entitled An Act to Establish a Uniform System of Public Schools in Allegany County.

Now the condition of the above obligation is such that if the said John B. Widener shall perform faithfully the duties of Treasurer of the Board of Commissioners of Public Schools of Allegany County and pay over and apply all monies that shall come into his hands or care as Treasurer aforesaid to such person or persons and in such manner as the said Board shall direct, and keep and enter in a book kept for that purpose a full and fair account of all monies received and paid by him and of all matters relating to his duties and office and preserve the same and all vouchers relating thereto and deliver up all books and vouchers relating to said office whenever they are required by the said Board to such persons as they shall appoint to receive the same and shall also well and truly execute and perform the several duties required of or impressed upon the Treasurer of the Board of Commissioners of Public Schools of Allegany County by the Act of Assembly aforesaid then the above obligation to be void; else to remain in full force and virtue in law.

Signed, sealed & delivered
in presence of
J. J. McHenry
J. B. H. Campbell
Geo. A. Thurston

J. B. Widener {Seal}
William W. McKaig {Seal}
Jesse Korn {Seal}
Abraham Russell {Seal}
V. A. Buckey {Seal}
D. W. McCleary {Seal}

Approved this 4th day of June 1860
J. B. H. Campbell, Secty., Pro-Tem

J. J. McHenry, President of Board
Geo. A. Thurston, Commissioner

Allegany County Courthouse, Cumberland, MD, Deed Book 19, p. 637 5/11/1861.

At the request of Henry Korn this Mortgage was recorded May 11th 1861.

I, Michael Speelman of Allegany County, Maryland being now indebted unto Henry Korn of said County, in the sum of twenty five dollars with interest from the seventeenth day of March 1861 and I, the said Michael Speelman, being also indebted unto one Francis Haley of said [County] in the sum of fifty nine dollars on a note dated March 31st 1861, payable four months after date to said Haley, on which note the said Henry Korn did at my request become a part obligor as my surety for the payment of the same, and whereas it is my intention hereby to secure to said Henry Korn the full payment of said sum of twenty five dollars, and also to save himself and indemnify the said Henry Korn from any loss he may sustain by reason of his surety ship aforesaid.

Now therefore in consideration thereof I do hereby bargain and sell to the said Henry Korn the following property: all of the household and kitchen furniture now in and about my dwelling house in the City of Cumberland and County and State aforesaid, consisting of one mahogany bureau, three tables, chairs, bedsteads, beds and bedding, two stoves, looking glass and other articles. Provided that if I the said Michael Speelman shall pay to the said Henry Korn the said sum of twenty five dollars and interest as aforesaid and shall also pay to said Haley or whoever may be entitled thereto the said sum of fifty nine dollars and all interest that may accrue thereon before the first day of October 1861 then these presents shall be void, and provided further that if I, the said Michael Speelman, shall fail said sum of twenty five dollars and interest to said Henry Korn on or before the day last aforesaid, to fully pay and satisfy; or if I, said Michael Speelman shall fail to pay and satisfy any part of said sum so due and owing from me to said Francis Haley as aforesaid, and by reason of such failure on my part the said Henry Korn shall be obliged to and shall pay part of the same or any costs by reason of my said failure to pay said Haley as aforesaid, then said Korn shall sell for cash at public sale to the highest bidder the aforesaid property, or so much thereof as may be necessary for the purpose, first giving ten days notice by advertisement in some newspaper published in the City of Cumberland of the time, place, manner and terms of sale, and after paying the expenses attending upon sale and the costs of drawing this instrument to George A. Thurston, Attorney, he shall next pay to himself said Henry Korn all of the sum of twenty five dollars and interest which may then remain due and unpaid to him the said Henry Korn, and also such further sum as may there be due to said Henry Korn by reason of his payment of any part of said sum so due to said Haley as aforesaid from myself, said Speelman, and said Henry Korn as my surety and which said Henry Korn may be obliged to pay as aforesaid, by reason of his said surety for me or any costs growing out of the same.

Witness my name and seal.

Test: The words "Henry" changed to Michael
four times before signing and sealing.
Andrew Gonder

M. Speelman {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this eleventh day of May in the year of our Lord eighteen hundred and sixty one before the subscriber a Justice of the Peace of the State of Maryland in and for the County aforesaid, personally appeared Michael Speelman and acknowledged the aforesaid deed to be his act. And at the same time, also appeared Henry Korn and made oath in due form of law that the consideration set forth in the aforesaid bill of sale or deed of mortgage is true and bona fide as therein set forth. Acknowledged and sworn before

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 24, p. 555 7/10/1866.

At the request of Jesse & Henry Korn's this Mortgage was recorded July 10th 1866..

I, William Connor of Allegany County, Maryland being now indebted unto Jesse Korn's and Henry Korn's partners doing business under the name and style of J. & H. Korn's, in the sum of two hundred and twenty five, in consideration thereof do hereby bargain and sell to the said Jesse Korn's and Henry Korn's, partners doing business as aforesaid, the following property: two hogs, one mare, one cart and one set of cart harness. Provided that if I the said William Connor shall pay to the said Jesse Korn's and Henry Korn's, partners doing business as aforesaid, the sum of two hundred and twenty five dollars, with interest thereon, on or before the first day of July 1867 then these presents shall be void. Witness my hand and seal this 9th day of July 1866.

Attest: J. B. Widener

William J. Connor {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 9th day of July in the year eighteen hundred and sixty six before me, the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared William Connor and acknowledged the foregoing Mortgage to be his act.

J. B. Widener, J.P.

State of Maryland, Allegany County, to wit: On this day of July 1866 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County, personally appeared Jesse Korn's and Henry Korn's, the mortgagees named in the foregoing Mortgage and made oath in due form of law, that the consideration in said mortgage is true and bone fide as therein set forth.

J. B. Widener, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 24, p. 687 8/27/1866.

At the request of Henry Korn this Mortgage was recorded August 27th 1866.

I, Jacob Long of Allegany County, Maryland being now indebted to Henry Korn of the County and State aforesaid, in the sum of one hundred and fifty dollars for which I executed a note bearing date of the 23rd day of August 1866 and made payable one day after date and in consideration thereof I hereby bargain & sell to the said Henry Korn the following property: one black horse named "Bill" and one Cart No. 14. Provided that if I the said Jacob Long shall pay to the said Henry Korn the sum of one hundred and fifty dollars, with the interest thereon, on or before the 23rd day of August 1867 then these presents shall be void. Witness my hand and seal this 23rd day of August 1866.

Attest: J. M. Strong

his
Jacob X Long {Seal}
mark

State of Maryland, Allegany County, to wit: I hereby certify that on this 29th day of August 1866 before the subscriber a Justice of the Peace of the State and County aforesaid, personally appeared Jacob Long and acknowledged the foregoing mortgage to be his act; and at the same time before me also appeared Henry Korn 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. M. Strong, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 25, p. 616 8/27/1867.

At the request of Jesse Korn's the following Mortgage was recorded August 27th 1867.

This Mortgage made on this 27th day of August in the year 1867 by me John J. Brotemarkle of Allegany County, in the State of Maryland to Jesse Korn's of said County and State.

Whereas the said Jesse Korn's Superseded a Judgment now against me the said John J. Brotemarkle in favor of Philip Kirby for the sum of twenty dollars and fifteen cents and cash \$2.48 on Andrew Gonder docket a Justice of the Peace of the State of Maryland in and for Allegany County being Number 17270 on said docket and being desirous to secure the said Jesse Korn's from all loss. Therefore, this Indenture Witnesseth in consideration thereof I the said John J. Brotemarkle do hereby bargain and sell to the said Jesse Korn's the following property, to wit: one brown horse and one spring wagon. Provided that if I the said John J. Brotemarkle shall pay said judgment above mentioned with the interest thereon and all the costs that may hereafter and thereon and keep the said Jesse Korn's harmless in the payment of all or any part thereof then this Mortgage shall be void.

Witness my hand and seal.

Attest: Andrew Gonder

John J. Brotemarkle {Seal}

State of Maryland, Allegany County, to wit: On this 27th day of August in the year of our Lord 1867 personally appeared before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County; John J. Brotemarkle and acknowledged the foregoing Mortgage to be his act. And at the same time also appeared before me 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. In testimony whereof I have subscribed my name.

Andrew Gonder, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 30, p. 695 2/10/1870.

At the request of Henry Korn this Bill of Sale was recorded February 10th 1870.

I, Ferdinand Thress, of Cumberland, Allegany County, Maryland, in consideration of the sum of one thousand & twenty five dollars paid me by Henry Korn of Cumberland, Allegany County, Maryland, do hereby bargain and sell to the said Henry Korn the following property, to wit: one parlor set, green fete rep., curtains, 1 fete fetes, 2 arm chairs, one rocking chair and four parlor chairs, also four Fete Fetes covered with haircloth, two fete fetes covered with white, one iron frame lounge, four arm chairs covered with hair cloth, eight parlor and one rocking chairs covered with hair cloth, four ottomans covered with hair cloth, one arm chair, one fancy reception chair and two easy rocking chairs each covered with crimson rep., three arm chair frames, one single hair mattress, six husk mattresses, four boat mattresses, two marble top side boards, one wood top side board, Queensberry safe and book case, two common safes, one walnut wardrobe, one marble top bureau, two marble top wash stands, one imitation marble top wash stand, one imitation marble top bureau, one imitation marble top bureau with glass, two common bureaus, one bed stead, one walnut extension table, one walnut hat rack, eight stands, two cherry tables, six looking glasses, one secretary, one lot varnish in kegs and cans, four bales of husks, and other upholstering material, three stoves with pipes, and one show case all contained in my wareroom on Baltimore Street No. sixty nine (69). Witness my hand & seal this 10th day of February 1870.

Test: W. H. Price

Ferdinand Thress {Seal}

J. M. Strong

State of Maryland, Allegany County, to wit: I hereby certify that on this tenth day of February in the year 1870 before me the subscriber a Justice of the Peace of the said State in and for the County aforesaid personally appeared Ferdinand Thress and acknowledged the foregoing Bill of Sale to be his act; and at the same time before me also appeared Henry Korn and made oath in due form of law that the consideration in the said Bill of Sale is true and bona fide as therein set forth.

J. M. Strong, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 35, p. 383 12/30/1871.

At the request of Henry Korn this Bill of Sale was recorded Dec. 30, 1871.

I, Charles D. Rohm of Cumberland, Allegany, Maryland in consideration of eighty four dollars and seventy four cents paid for me by Henry Korn of Allegany County, Maryland do hereby bargain and sell to the said Henry Korn the following property, to wit: three bedsteads and beds and bedding, one cook stove and cooking utensils, one parlor stove, forty yards of carpeting, twelve chairs, one mirror, one bureau, one safe, one sausage grinder and stuffer, four wash tubs, and one wheelbarrow.

Witness my hand and seal this twenty ninth day of December in the year one thousand eight hundred and seventy one.

Attest: J. M. Strong

Charles D. Rohm {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 29th day of December 1871 before the subscriber a Justice of the Peace of the State of Maryland in & for Allegany County personally appeared Charles D. Rohm and acknowledged the foregoing Bill of Sale to be his act. And at the same time and place also appeared Henry Korn and made oath in due form of law that the consideration in said Bill of Sale is true and bona fide as therein set forth.

J. M. Strong, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 41, p. 164 1/5/1874.

At the request of Henry Korn this Bill of Sale was recorded Jan. 5th 1874.

I, Edward Hadra of Cumberland, Md. in consideration of two hundred dollars paid me by Henry Korn of Cumberland, Allegany County, Maryland do hereby bargain and sell to the said Henry Korn the following property, to wit: one cooking stove, steamer and utensils, one heating stove, one lot carpet (70 yds.), one lot oil cloth, one French and 3 common bedsteads, 13 chairs, 3 tables, 2 chandeliers, 1 Singer sewing machine, lot dishes, knives, forks, spoons and coasters, new in my house on Mechanic Street in said City. Witness my hand and seal.

Test: H. J. Flanagan

E. Hadra {Seal}

State of Maryland, Allegany County, Sct. I hereby certify that on this 5th day of January 1874 before me the subscriber a Justice of the Peace in and for the County & State aforesaid personally appeared Edward Hadra and acknowledged the foregoing Bill of Sale to be his act and deed; also came Henry Korn and made oath in due form of law that the consideration set forth in the within Bill of Sale is true and bona fide as therein set forth.\

H. J. Flanagan, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 41, p. 377 5/4/1874.

At the request of Samuel D. Hays, Jr. this Agreement was recorded May 4th 1874.

This Agreement made and entered into this 25th day of March in the year 1874 by Wm. Landwehr, Jesse Korn & Henry Korn trading as Landwehr & Korn, and Samuel D. Hays, Jr., all of the City of Cumberland, Allegany County, Maryland. Witnesseth, that the said Landwehr & Korn have agreed to sell unto said Samuel D. Hays, Jr. all that lot or parcel of ground that was conveyed to them by Samuel D. Hays & others by deed dated Sept. 1st 1870 & recorded in Liber H. R. No. 32, folio 576 and now occupied by said Samuel D. Hays, Jr. as a dwelling house, at and for the sum of fifteen hundred & sixty dollars, to be paid as follows: the Samuel D. Hays, Jr. is to subscribe for six shares of the stock of the Queen City Perpetual Building Association and have the same entered in the books of said Association in the name & for the use of said Landwehr & Korn, and the said Samuel D. Hays, Jr. is to pay all dues, fines, &c. on said six shares until the said shares are worth in cash the sum of two hundred & sixty dollars each, their par value, without default, and it is further agreed that when said shares are worth in cash their par value and the said Association will & does pay the said Landwehr & Korn the said sum of \$1,560 in cash, then they are to make said Samuel D. Hays, Jr. a good & sufficient deed for said house & lot. And it is further agreed that if the said Samuel D. Hays, Jr. shall refuse & neglect to make the necessary & above set out payments said shares of stock at any time for a period of three months at one time, then all monies that have been paid on said shares shall be forfeited to said Landwehr & Korn as rent for said house & lot, & the said Samuel D. Hays, Jr. will upon thirty days lawful notice as tenant of said Landwehr & Korn vacate & give up said house & lot to said Landwehr & Korn. And the said Samuel D. Hays, Jr. upon his part accepts said house & lot on the within & above named terms and covenants to perform all the covenants upon his part in full. Witness our hands and seals.

Test: W. M. Price

Landwehr & Korn {Seal}
S. D. Hays, Jr. {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 43, p. 293 10/2/1874.

At the request of Henry Korns this Bill of Sale was recorded October 2nd 1874.

This Bill of Sale made this first day of October in the year of our Lord one thousand, eight hundred and seventy four, by Henry W. Magruder of Cumberland, Allegany County, and State of Maryland. Witnesseth: That in consideration of the sum of fifty two dollars, current money, the said Henry W. Magruder does hereby bargain and sell unto Henry Korns, of the City, County and State aforesaid, the following personal property, to wit: one Singer sewing machine, one Heating stove, one cooking stove, one carpet and oil cloth, and the bar and bar fixtures with counter case, mirror and furniture therein, which said property is now in my house in which I reside in Cumberland, aforesaid. Witness my hand and seal.

Witness: Herman H. Hobrock

H. W. Magruder {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this first day of October in the year eighteen hundred and seventy four before the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Henry W. Magruder and acknowledged the foregoing Bill of Sale to be his act. And at the same [time] also personally appeared Henry Korns the grantee in said Bill of Sale and made oath on the Holy Evangely of Almighty God that the consideration stated in said Bill of Sale is true and bona fide as therein set forth.

Herman H. Hobrock, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 44, p. 307 3/1/1875.

At the request of Henry Korn this Bill of Sale was recorded March 1st 1875.

I, Frederick Wiltig of Cumberland, Md. in consideration of three hundred dollars paid me by Henry Korn of Cumberland, Maryland, do hereby bargain and sell to the said Henry Korn the following property, to wit: 2 bedsteads & bedding, 1 bureau, 1 crib & cradle, 1 washstand, 9 chairs, 1 stand & 2 tables, 1 clock, 1 lot of matting, 26 jars, lot of glass dishes, 1 show case, 2 pair of scales & weights, 4 glass stands, 28 bread pans, 1 lot of cake molds & cutters, 1 bread trough, 2 peals & one bench, 1 lamp, 1 gray horse named "Jim," 1 set of harness, 1 cooking stove, 1 brown horse & bread wagon, 2 horse stools, all the bakery and fixtures, all other goods, wares & merchandize, flour and other things now in my store room on Centre Street, corner Polk & Centre Streets. Provided, that if I, the said Frederick Wiltig shall pay to the said Henry Korn, the sum of three hundred dollars, with interest thereon from date, on or before the 23rd day of August 1876, then these presents shall be void.

Witness my hand and seal this 23rd day of February 1875.

Frederick Wiltig {Seal}

Test: D. Blocker

State of Maryland, Allegany County, to wit: I hereby certify that on this 23rd day of February in the year 1875, before the subscriber a Justice of the Peace in the said State, in and for the County aforesaid, personally appeared Frederick Wiltig, and acknowledged the foregoing Mortgage to be his act, and at the same time before me also appeared Henry Korn and made oath in due form of law, that the consideration set forth in the said Mortgage is true and bona fide as therein set forth.

D. Blocker, J.P.

Allegheny County Courthouse, Cumberland, MD, Deed Book 45, p. 586 11/24/1875.

At the request of Henry Korn this Chattel Mortgage was recorded Nov. 24th 1875.

I, Louis Peacock of Allegheny County, State of Maryland being now indebted Henry Korn of County and State aforesaid in the sum of six hundred (\$600) dollars in consideration thereof do hereby bargain and sell to the said Henry Korn the following property, to wit: two bay mares, one bay horse, one black pony, one two-horse wagon, one double set of harness. Provided and it is understood that it is the true intent and meaning of this instrument, that the said property so as aforesaid Mortgaged, is to secure the said Henry Korn from any liability or loss he may sustain as security for me upon a note for the aforesaid amount of six hundred dollars, and that in order to pay the same by or before maturity thereof, I, the said Louis Peacock shall have the right to sell and dispose of the said property to the best advantage and pay the proceeds over to the credit of the said note and further provided that if I shall pay or cause said indebtedness to be paid by or before its maturity then these presents to be void.

Witness my hand and seal this Nov. 24th 1875.

Louis Peacock {Seal}

Test: D. Blocker

State of Maryland, Allegheny County, to wit: I hereby certify that on this 24th day of November in the year eighteen hundred and seventy five before the subscriber a Justice of the Peace personally appeared Louis Peacock, and acknowledged the foregoing deed of mortgage to be his act, and at the same time personally appeared Henry Korn the Mortgagee named in the above Mortgage and made oath that the consideration set forth in the above Mortgage named is true and bona fide as therein set forth.

D. Blocker, J.P.

I hereby release the foregoing Mortgage. Witness my hand and seal this 15th day of August 1877.

Test: Theo. Luman Ockey

Henry Korn {Seal}

Allegany County Courthouse, Cumberland, MD, Deed Book 46, p. 516 1/11/1876.

At the request of W. M. Price this Bill of Sale was recorded Jan. 11th 1876.

I, C. H. Korns of Allegany County, State of Maryland in consideration of four hundred & seventy five dollars paid me by William M. Price of Cumberland, Allegany County, Maryland do hereby bargain and sell to the said William M. Price the following property; six thousand four hundred and fifty four cigars, one hundred and fifty four pounds of tobacco, twenty pounds of snuff, one hundred and fifty pipes, twenty six pipe stems, eighteen mouth pieces, ten cigar cutters, ten cigar smokers, ten tobacco pouches, six tobacco boxes together with the fixtures, stove, gas fixtures, desk, pictures, step ladder, Captain Jack stand, cutter for lighters and all other articles, cigars, tobacco, snuff, smokers, articles, notions, show cases and all other things now contained in store room No. 22 Bucks Block, Centre Street, Cumberland, Maryland. Witness my hand and seal this eleventh day of January eighteen hundred and seventy six.

Test: D. Blocker

Charles H. Korns {Seal}'

State of Maryland, Allegany County, to wit: I hereby certify that on this eleventh day of January in the year eighteen hundred and seventy six before the subscriber a Justice of the Peace of the [State] of Maryland, in and for Allegany County, personally appeared C. H. Korns and acknowledged the foregoing Bill of Sale to be his act and deed, and at the same time also came W. M. Price the willing grantee and made oath in due form of law that the consideration in the within Bill of Sale is true and bona fide as therein set forth.

D. Blocker, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 47, p. 293 6/22/1876.

At the request of Jesse Korn's this Bill of Sale was recorded June 22nd 1876.

I, James P. Conley of the City of Cumberland and Allegany County, Maryland being now indebted to Jesse Korn's in the full and just sum of two hundred & Fifty dollars (\$250) do hereby bargain & sell unto the said Jesse Korn's the following personal property now situated in my dwelling house on Bedford Street in Cumberland, Maryland, viz: 2 walnut bedsteads, 1 marble top dressing case, 1 marble top wash stand, 5 walnut cane seat chairs, 1 towel rack, 2 walnut stands, 1 hair cloth sofa, 2 hair cloth large arm chairs, 4 side chairs, 1 marble top table, 1 looking glass (large) with bracket, 1 rocking chair, 30 yards of carpeting, 6 wooden chairs, 2 office chairs, 3 rocking chairs, 9 cane seat maple chairs, 1 walnut extension table, 1 lounge, 2 popular washstands, 2 heating stoves, 1 cook stove, 1 poplar wardrobe. Witness my hand & seal June 21st 1876.

Test: D. Blocher

Jas. P. Conley {Seal}'

State of Maryland, Allegany County, Sct: I hereby certify that on this 21st day of June 1876 before me the subscriber a Justice of the Peace in & for the County & State aforesaid, personally appeared James P. Conley and acknowledged the foregoing Bill of Sale to be his act and deed. Also at [the] same time also came Jesse Korn's & made oath in due form of law that the consideration set forth in the within Bill of Sale is true and bona fide as therein set forth.

D. Blocher, J.P.

Allegany County Courthouse, Cumberland, MD, Deed Book 48, p. 39 9/7/1876.

At the request of Jesse Korn & others this Mortgage was recorded Sep. 7, 1876 at 11:20 A.M.

This Mortgage made this 20th day of August in the year eighteen hundred and seventy six by me George W. Dougherty of the City of Cumberland, Allegany County, State of Maryland. Witnesseth, Whereas Jesse Korn, H. H. Hartsock, R. J. Morris, S. T. Little and L. W. Brant of said City, County and State have at my request become my endorsers and sureties for certain sums of money upon certain promissory notes made by me and endorsed by them, respectively as herein described, to wit: a promissory note dated March 29, 1876 for four hundred dollars payable four months after date, signed by G. W. Dougherty and endorsed by G. W. Dougherty, Jesse Korn, H. H. Hartsock; a promissory note dated April 1st 1876 for four hundred dollars payable four months after date signed G. W. Dougherty, endorsed by G. W. Dougherty, R. J. Morris, S. T. Little; a promissory note dated April 26th 1876 for five hundred dollars payable four months after date signed G. W. Dougherty, endorsed L. W. Brant, S. T. Little, R. J. Morris; a promissory note dated May 22nd 1876 for five hundred dollars payable four months after date signed G. W. Dougherty, endorsed S. T. Little, L. W. Brant, R. J. Morris; which promissory notes were endorsed as aforesaid to enable me the said George W. Dougherty to obtain money thereon; and whereas I am desirous and willing to secure and save harmless the said parties against loss on account of said endorsements, and endorsements that may be made by them or either of them hereafter upon my note or notes as renewals of the above notes or any of them, I make and execute these presents; therefore in consideration of the premises, I the said George W. Dougherty do hereby bargain and sell unto the said Jesse Korn, H. H. Hartsock, R. J. Morris, S. T. Little and L. W. Brant the following property, to wit: two boilers valued at twenty five hundred dollars and situated in the Cotton Factory in the City of Cumberland now operated by me, provided that if I shall pay said notes when they become due, or the renewals thereof endorsed by said parties in case there should be any renewals endorsed by them of any of them and shall keep said parties from loss, liability to pay said notes or any of them by suit or otherwise then this Mortgage shall be void: but nothing in this Mortgage shall be construed or deemed an obligation or agreement upon the part of said endorsers to endorse any renewal notes for said sums or any part thereof, and provided further that if I shall fail to pay said notes at maturity or the renewals thereof at maturity so that by such failures or any act of omission upon my part said parties shall suffer any loss, or be obliged or liable to pay or secure to be paid any sum or sums of monies on account of said endorsements by suit or otherwise, then after it shall have been ascertained how many of said endorsers have paid or become liable as aforesaid, and how many have ceased to be liable as such endorsers and suffered no loss thereby, the number of said parties so losing or paying or securing to be paid as aforesaid, or their attorneys, make take possession of said boilers and sell the same for cash or on credit, or part cash and part credit, as they shall deem most expedient, at public or private sale in the City of Cumberland after giving at least twenty days public notice of the time, place, manner and terms of sale by advertisement in some newspaper published in the City of Cumberland and apply the proceeds of sale to the payment of the expenses of sale in the first place, and in the second place to the payment of the amount lost, paid or secured to be paid by said parties in proportion to the loss &c. sustained by each, and the balance if any pay to the said George W. Dougherty.

Witness my hand and seal.

Test. H. H. Hobrack

G. W. Dougherty {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 20th day of August in the year eighteen hundred and seventy six before me the subscriber a Justice of the Peace of the State of Maryland, in & for Allegany County, personally appeared George W. Dougherty and acknowledged

the foregoing Mortgage to be his act. And at the same time before me also appeared H. H. Hartsock, R. J. Morris, S. T. Little, L. W. Brant & Jesse Korn and made oath in due form of law that the consideration in the said Mortgage is true and bona fide as therein set forth.

Herman H. Hobrack J.P.

Allegheny County Courthouse, Cumberland, MD, Deed Book 48, p. 712 8/15/1877.

At the request of Henry Korn this Mortgage was recorded August 15th 1877 at 9:10 a.m.

I Louis Peacock of Allegheny County, State of Maryland, being now indebted unto Henry Korn in the sum of three hundred dollars in consideration thereof do bargain and sell to the said Henry Korn the following property, to wit: one black mare mule, one bay horse called "Longfellow." Provided and it is understood to be the true intent and meaning of this instrument that the said property so as aforesaid sold or Mortgaged is to secure the said Henry Korn from any liability or loss he may sustain as security for me upon a note for the aforesaid amount of three hundred dollars, and that in order to pay the same on or before maturity thereof, I the said Peacock shall have the right to sell and dispose of the said property to the best advantage, upon giving notice of such sale to said Korn and to pay the proceeds over to the credit of said notes.

Witness my hand and seal this 14th day of August 1877.

Test: D. Blocher

Louis Peacock {Seal}

I hereby certify that on this 14th day of August in the year 1877 before me the subscriber a Justice of the Peace, personally appeared Louis Peacock and acknowledged the foregoing deed of Mortgage to be his act and deed and at same time personally appeared Henry Korn the Mortgagee in the within Mortgage and made oath that the consideration in the within Mortgage is true and bona fide as therein set forth.

D. Blocher, J.P.