Court for Allegany County aforesaid, and in which said deed the names of the several tracts, or portions of which, the piece and parcel of land hereby intended to be conveyed, is comprised, and the courses and distances of the lines thereof, are fully stated, as upon reference to the same will appear. Together with all the rights, members and appurtenances thereto appertaining and all Easements and hereditaments therewith rightfully held, used or Exercised, or rightfully claimable or Exercisable, under any of the grants or covenants of the said deed. Together, also with the benefit and advantage of all covenants contained in said deed, so far as the same are capable of assignment. It being the intention of the parties hereto to grant, bargain and sell, convey, assign and transfer to the said The Hoffman Steam Coal Company, of Allegany County, all the Estate, property, rights Easements, hereditaments, and covenants acquired by or accruing to the use of the said Allen M. Sherman and the said William B. Dean, under and by force of the said deed and the covenants therein contained, in the same right and plight, and in like manner and to the same extent as the same were held or were vested in or belonged to the said Allen M. Sherman and Martha P. Sherman, his wife, and said William B. Dean, next immediately before the Executing and delivery of these presents. Subject nevertheless, to the lien thereon, reserved by the Cumberland Coal and Iron Company, for the payment of the interest in the meantime, and for payment at maturity of the principal of the one hundred and twelve bonds of the said Cumberland Coal and Iron Company, particularly described in said deed; it being the meaning and intention of the parties to the presents, that the said The Hoffman Steam Coal Company of Allegany County, shall take the said land, with the lien thereon, for payment, when the same shall become payable, of the principal of the said one hundred and twelve bonds; and further, that the said The Hoffman Steam Coal Company shall pay the said interest hereafter to become due when and as the same shall become payable; and shall pay the principal of said bonds in Exoneration of all liability on the part of the said Allen M. Sherman and the said William B. Dean, for the payment of the same.

And the said The Hoffman Steam Coal Company, of Allegany County, accepts and receives this deed upon the express understanding and agreement, that said Company shall and will without default, actually pay or provide in the hands of the said Allen M. Sherman and William B. Dean, to be applied by them, the means to pay the interest of the said one hundred and twelve bonds at the respective periods when such interest shall become payable; and will pay or provide, in due time in the hands of the said Allen M. Sherman and said William B. Dean, the means to pay the principal of said bonds at the time, when the same, according to the tenor of the Endorsements thereon, shall become payable, in Exoneration of all liability on the part of the said Allen M. Sherman and the said William B. Dean, and in performance and fulfilment of the undertaking and agreement, in that behalf, of the said Allen M. Sherman and the said William B. Dean with the Cumberland Coal and Iron Company aforesaid.

In Witness Whereof, the said Allen M. Sherman, said Martha P. Sherman, his Wife, and said Wm. B. Dean,

hard hereunto subscribed their names and affixed their seals the day and year first above written.

Signed, Sealed, and delivered in presence of Wm. H. Hayward — A. M. Sherman (L.S.); Martha P. Sherman (L.S.); Wm. B. Dean (L.S.)

State of Maryland, Baltimore City, to wit:

On this twentieth day of August, in the year of our Lord Eighteen hundred and fifty Eight, before the Subscriber, one of the Justices of the Peace of the State of Maryland in and for Baltimore City, personally appeared, Allen M. Sherman and Martha P. Sherman, and William B. Dean, the persons named as grantors in the foregoing deed, and by whom the same was signed, sealed, and delivered, and acknowledged the same to their act and deed.

Wm. H. Hayward.

State of Maryland, Baltimore City, to wit:

I hereby certify that William H. Hayward, before whom the annexed acknowledgment was made, and who has thereto subscribed his name; was at the time of so doing a Justice of the Peace of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn.

(L.S.) In testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, this 20 day of August, A.D. 1858.

Geo. E. Sanderson
Clerk of the Superior Court of Baltimore City

Maryland, Allegany County, to wit:

I hereby certify the above and aforegoing to be a true copy, taken from Liber H.K.K. No. 17. folios 224 &c. one of the Land Records of Allegany County, Md.

(L.S.) In testimony Whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Allegany County, this first day of September, A.D. 1858.

H. Kesley.
Clerk of the Circuit Court for Allegany County Maryland.

Exhibit D

Know all men by the presents, that We, Allen M. Sherman and William B. Dean, jointly and severally, for and in consideration of one dollar to Each of us in hand duly paid, have sold, assigned and transferred, and do hereby sell, assign transfer, and set over unto The Hoffman Steam Coal Company, of Allegany County, Maryland, and to their assigns forever, all our right title, interest, and advantages in and to, or secured by, a certain contract made between the Cumberland Coal and Iron Company and us, the said Allen M. Sherman and William B. Dean, for the transportation of Coal &c. from the Hoffman Mines in Allegany County, Maryland, to the Chesapeake and Ohio Canal, and to the Baltimore and Ohio Railroad, said contract bearing date the 22d