hereunto affixed, and the names of their President and Secretary to be hereunto subscribed, the day and year first above written

A. Mehaffey (L.S.)
President

(The word "all" having been first interlined on 4th line of 3rd page)

Edwd. T. Lennis (L.S.)
Secretary

John Bissell,

State of New York, City and County of New York, SS.

On this twenty second day of April, A.D. 1856 before me, personally came Andrew Mehaffey, President of the Cumberland Coal and Iron Company, to me known, and Edward T. Lennis, Secretary of said Company, also to me known, and the said Andrew Mehaffey and Edward T. Lennis being by me duly sworn, did severally, depose and say, and each for himself said, that he resides in the City of New York; that the seal affixed to the foregoing deed is the corporate seal of said Company, and was affixed thereto by the order and authority of the Board of Directors of said Company, and that each for himself subscribed his name thereto by a like order.

Witness my hand and seal

(L.S.)

John Bissell
Commissioner of Maryland.

State of Maryland, City of Baltimore, to wit:

Be it remembered, and it is hereby certified, that on this twentieth day of May in the year of our Lord Eighteen hundred and fifty six, before us, the subscribers, Justices of the Peace of the State of Maryland, in and for the City of Baltimore, personally appeared A. Mehaffey and Edward T. Lennis, the above named President and Secretary of the Cumberland Coal and Iron Company, and severally acknowledged the foregoing deed and indenture to be their respective act and deed.

In testimony Whereof, we hereunto subscribe our names, on the day and year aforesaid.

Wm. H. Raymond (L.S.)
Edwd. G. Starr (L.S.)

State of Maryland, Baltimore City, Set:

I hereby certify that William H. Raymond and Edward G. Starr Esquires before whom the annexed acknowledgement was made, and who have thereto subscribed their names, were, at the time of so doing, two Justices of the Peace of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn.

In testimony Whereof, I have set my hand and affix the Seal of the Superior Court of Baltimore City, this 20th day of May A.D. 1856.

(Seal)

Edw. Darling
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 Libre H.R. No 11. folio 237 &c. one of the Land Records of Allegany County.

In Testimony Whereof, I hereunto subscribe my name and affix the Seal of the Circuit Court for Allegany County, at Cumberland

(Seal)

this 29th day of October A.D. 1858.

H. Resley
Clerk of the Circuit Court for Allegany County

Exhibit No. 5 A.

This indenture, made this twenty fourth day of September, in the year One thousand Eight hundred and fifty seven, between the Cumberland Coal and Iron Company of the first part, and Allen M. Sherman and William B. Dean of the City of New York of the second part: Witnesseth: That the said Cumberland Coal and Iron Company has agreed to sell, and does hereby sell and convey the lands and premises, hereinafter described, to said Allen M. Sherman and William B. Dean parties of the second part, that is to say: Five undivided Eighth parts thereof, to said Allen M. Sherman, and three undivided Eighth parts thereof, to said William B. Dean, for, and in Consideration of the sum of twenty Eight thousand dollars to the said Company, in hand paid by said parties of the second part, the receipt whereof is hereby acknowledged, and the further sum of one hundred and twelve thousand dollars to be paid by said parties of the second part, by paying and satisfying one hundred and twelve bonds; part and parcel of Eight hundred and twenty five bonds for one thousand dollars each, with interest at the rate of six per cent. per annum, payable semi-annually on the first day of July and January in each year, made and issued by said party hereto of the first part, bearing date the twenty second day of November, in the year one thousand Eight hundred and fifty two, and payable on the first day of January, A.D. 1886, and for the Exact and faithful payment of the principal and interest of each and every of which said Eight hundred and twenty five bonds, the said party of the first part made and delivered a mortgage upon all and singular, their real Estate and Chattels real, situate in the County of Allegany, and State of Maryland, to James Dunn, John C. Williams, and Jonathan Holbrook (of the City of New York), in trust and conditioned for such payment, three hundred and fifty Eight of said bonds having been paid off and satisfied by the party hereto of the first part, at or before the maturity thereof, and the remaining five hundred and sixty seven still remaining unpaid, the payment whereof has been duly extended for the term of Eight years from the first day of January, A.D. 1858, that is to say, until the first day of January, A.D. 1866, upon the condition that the interest thereon, at the rate of six per cent. per annum shall be paid semi-annually, on the first day of July and January, in each year. It is expressly understood that said one hundred and twelve bonds, the payment of the principal and interest whereof is hereby assumed and undertaken by the parties of the second part, are part and parcel of the said five hundred and sixty seven bonds of the party of the first part, the payment whereof is extended as above set forth, and that the parties of the second part take the lands and premises hereinafter described, subject only to the payment of said one hundred and twelve bonds, according to the terms and conditions of such extended time for the payment thereof, as above set forth. And the said party of the first part further covenants and agrees that the payment of said one hundred and twelve bonds, and the interest thereon from the first day of July A.D. 1856, according to the terms of such extension by the said parties of the second part, shall be a full and complete payment and satisfaction of the said one hundred and twelve thousand dollars, the rent and rendue of the price and