June Term 1863

"Defendants Exhibit A. M. S. No 4"
"Filed with comm. March 12th 1861"
Jdk Pinkney, comm.

A. M. Sherman in a/c with the Cumberland Coal & Iron Company for money loaned & cash paid them. To 4 Jany 1858

Dr.				Cr.			
1857 Sept 12	To Cash	$150 —		1857 Aug 14	By Cash	$3000 —	
" 23	" Cash	1500 —		Sept 14	By Cash	3000 —	
" 25	" Cash	1500 —		" 17	" Cash	2000 —	
" 26	" Cash	1000 —		" 19	" Cash	7683 75	
" 30	" Cash	1500 —		" 21	" Cash	1660 63	
Oct 1	" Cash	1700 —		" 28	" Cash	1000 —	
" 10	" Cash	500 —		" 29	" Cash	1000 —	
" 30	" Cash	2000 —		" 30	" Cash	1900 —	
Nov 7	" Cash proceeds of 4 pt remitted A.M.S. (Oct 6 by Ships)	1206 80		Oct 16	" Cash	30 —	
" 11	" Cash	3000 —		" 23	" Cash pd to G. H. Jr. at Cumberland	25 53	
" 19	" Cash (proceeds of N. Mx.) remitted in bills to A. M. Sherman	300 —		Nov 12	" Cash	3000 —	
" 27	" Cash " " " " "	200 —		" 13	" Cash pd H. H. Wilson on a/c E. H. Sherman	300 —	
Dec 9	" Cash (Rec'd from Bnk Metropolis Wash.)	103 740		" 17	" Cash remitted to J. Magill & J. Balt. (Nov. 17)	1500 —	
" 19	" Cash (bal. of small sums borrowed)	239 93		Dec 10	" Cash pd H. Haarland on a/c Loan & Co.	2000	
		$17384 13					$31,301 93
	Balance	13917 80					
		$31301 93		1858 Jan 1	By Balance due A. M. Sherman		13,917 80

"Defendants Exhibit A. M. S"
"No 5."
"Filed with Commissioner March 13th"
"1861, Jdk Pinkney, comm."

This Mortgage made this twenty third day of September in the year one thousand eight hundred and fifty seven, by Cumberland Coal and Iron Company a corporation created by the State of Maryland to Allen M. Sherman of the City of New York in State of New York.

Whereas the said Allen M. Sherman, party hereto of the second part, has heretofore, at several times, at the special instance and request of the Cumberland Coal and Iron Company aforesaid, advanced different sums of money, and on account of which advances, the sum of fifteen thousand dollars now remains due to the said Allen M. Sherman, and whereas also the said Allen M. Sherman at the like special instance and request has heretofore become bound and liable for and on behalf of said Company party hereto of the first part, by the loan of his credit, either as maker of notes, acceptor of drafts, endorser of notes or drafts, or otherwise, for the use and accommodation of the said Company to an amount, not exceeding in the whole (inclusive of existing liabilities but exclusive of the said advance of money) the sum of forty thousand dollars, and whereas said advance-

Allen, and witnesses at 10 Centre pl. Lord & wife, Mrs. Lord, Mrs. Sherman, 10 Centre pl. witnesses, Mrs. Lord, Mrs. Sherman, 10 Centre pl. witnesses

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ments of money were made, and said existing liabilities were incurred, on the express antecedent premise and agreement that the said Company, party hereto of the first part, should and would secure and indemnify the said Allen M. Sherman, in respect thereof, by the execution of a mortgage on sufficient property, whenever such mortgage should be required by the said Allen M. Sherman. And whereas the said Allen M. Sherman has required the execution of such mortgage, and the said Company party hereto of the first part, being willing to execute such mortgage and being also willing and desirous to protect, save harmless and indemnify the said Allen M. Sherman, his heirs, executors and administrators against any loss or damage on account of any such future liabilities, as aforesaid is completed or expected that he may incur as aforesaid.

Now this mortgage witnesseth, that in consideration of the premises, and of the sum of one dollar, the Cumberland Coal and Iron Company aforesaid, doth grant and convey unto the said Allen M. Sherman, his heirs, assigns forever, all the right, title, interest and estate in and to all that certain lands & premises, situate, lying and being, in or near the City of Cumberland, in the State of Maryland, built, constructed, and now used by the party of the first part, for the purpose of receiving, discharging and shipping coal, and being upon what is known as commercial Mass, together with and including all the structures, improvements, buildings, docks, wharves, railways, easements, and privileges thereon or thereto belonging or in anywise appertaining.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

And also, all the estate, right, title, interest, property possessions, claims and demand whatsoever, as well in law as in Equity, of the said party of the first part, of in and to the same, and every part and parcel thereof, with the appurtenances. To have and to hold the above granted premises with the appurtenances unto the said party of the second part, his heirs and assigns, to his and their sole proper use, benefit and behoof forever.

Provided, that if the Cumberland Coal & Iron Company aforesaid shall pay unto the said Allen M. Sherman, his executors administrators and assigns, the said sum of fifteen thousand dollars, whenever payment thereof shall be demanded, with interest thereon from the date hereof until the same shall be paid, and shall also protect from loss, save harmless and indemnify the said Allen M. Sherman, his heirs, executors and administrators, from any and all loss or damage of any kind, on account of existing