

belonging to the said John Kirkland his heirs and assigns to there only use and behoof forever

And the said A. L. Kirkland and L. B. Kirkland his wife covenant to and with the said John Kirkland his heirs and assigns that they are seized of said premises in fee and have a right to convey the same in fee simple, that the same are free from all incumbrances and that they will warrant and defend the said title to the same against the claims of all all persons whatsoever

In testimony whereof the said A. L. Kirkland and L. B. Kirkland his wife have hereunto set their hands and seals the day and year above written

Attest  
his  
A. L. X Kirkland (Seal)  
mark  
her  
L. B. X Kirkland (Seal)  
mark

North Carolina Swain Co.

I, E. C. Monteith a Notary Public do hereby certify that A. L. Kirkland and L. B. Kirkland his wife personally appeared before me this day and acknowledged the due execution of the annexed deed of conveyance and the said L. B. Kirkland being by me privately examined separate and apart from her said husband touching her voluntary execution of the same doth state she signed the same freely and voluntarily without fear or compulsion of her said husband or any other person and that she doth still voluntarily assent thereto Witness my hand and official seal this 11th day of Nov. 1904

(SEAL AFFIXED) E. C. Monteith, Notary Public  
Swain Co., N.C.

STATE OF NORTH CAROLINA, SWAIN COUNTY:

The foregoing certificate of E. C. Monteith, a Notary Public of Swain County, North Carolina, attested by his official seal, is adjudged to be correct. Let the instrument, and the certificate, be registered.

WITNESS my hand this 22nd day of January, A.D., 1944.

H. J. Truett, Clerk Superior Court.

Filed for registration on the 22nd day of January, 1944, at 11:50 o'clock A. M. and registered in the office of the Register of Deeds for Swain County, North Carolina, 22 day of January, 1944, in Book 68 of Deeds Page 365, etc.

*H. J. Truett*  
Deputy Register of Deeds  
Swain County, North Carolina

TENNESSEE VALLEY AUTHORITY (DOCUMENTARY STAMPS ATTACHED \$.55)

WARRANTY DEED

FR-1065 ✓  
FR-1221  
Map No. 9 R.3

STATE OF NORTH CAROLINA  
SWAIN COUNTY

THIS DEED, Made this 19th day of January, 1944, by and between J. ELIAS WIGGINS and wife, FLORA WIGGINS, of the County of Swain and State of North Carolina; CHARLIE WIGGINS and wife, MAE DeHART WIGGINS; and GEORGE WIGGINS and wife, SYLVIA JOHNSON WIGGINS, of Newport News, and State of Virginia, as parties of the first part, and the UNITED STATES OF AMERICA as party of the second part:

WITNESSETH, that the said parties of the first part, in consideration of the sum of THREE HUNDRED SEVENTY-TWO and 15/100 Dollars (\$372.15) to them paid by the party of the second part, the receipt of which is hereby acknowledged, have bargained and sold, and by these presents do grant, bargain, sell and convey unto the UNITED STATES OF AMERICA, its successors and assigns, certain tracts or parcels of land, situate, lying and being in Swain County, State of North Carolina, and more particularly described as follows, to-wit:

TRACT NO. FR-1065

A tract of land lying in Forneys Creek Township of Swain County, State of North Carolina, on the right side of the Little Tennessee River, approximately 7/8 mile north of the mouth of Chambers Creek, and more particularly described as follows:

Beginning at a 12 inch black oak tree at the top of a ridge, a corner of the land in dispute between George & Charlie Wiggins and John Calhoun, and the lands of Lizzie Thomasson, and Harve Dills et ux, and the most westerly point of the tract herein described; thence with Harve Dills' line and the top of the ridge as it meanders approximately along a bearing and distance of N. 37° 00' E., 110 feet to a point, a corner of the lands of Harve Dills et ux, and the Bryson City Bank; thence leaving the ridge and with the Bank's line N. 87° 00' E., 800 feet to a point; thence due south, 150 feet to a point, a corner of the lands of the Bryson City Bank, and M. A. Chambers;

thence with M. A. Chambers' line due south, 305 feet to a point (prev. desc. as an iron pipe), a corner of the lands of M. A. Chambers, and the Nantahala Power & Light Company, and the land in dispute between George & Charlie Wiggins and John Calhoun; thence with the line claimed by John Calhoun as his north boundary line N. 76° 00' W., 525 feet to a point; thence N. 59° 00' W., 420 feet to the point of beginning, and containing 6.0 acres, more or less.

TRACT NO. FR-1221

A tract of land lying in Forneys Creek Township of Swain County, State of North Carolina, on the right side of the Little Tennessee River, approximately 3/4 mile north of the mouth of Chambers Creek, and more particularly described as follows:

Beginning at a 12 inch black oak tree at the top of a ridge, a corner of the lands of Lizzie Thomasson, Harve Dills et ux, and George & Charlie Wiggins, and the most northerly point of the tract herein described; thence with the line claimed by John Calhoun as his north boundary line S. 59° 00' E., 420 feet to a point; thence S. 76° 00' E., 525 feet to a point (prev. desc. as an iron pipe); a corner of the lands of George & Charlie Wiggins, M. A. Chambers, and the Nantahala Power & Light Company; thence with the Company's line S. 23° 11' W., 217 feet to a point (prev. desc. as an iron pipe); thence S. 51° 30' W., 267 feet to a point; thence S. 37° 23' W., 129 feet to a point (prev. desc. as an iron pipe); thence S. 77° 24' W., 272 feet to a point (prev. desc. as an iron pipe); thence S. 34° 07' W., 180 feet to a point (prev. desc. as an iron pipe); thence S. 15° 29' W., 95 feet to a point, a corner of the lands of the Nantahala Power & Light Company, and John Calhoun; thence with the line claimed by George & Charlie Wiggins as their south boundary line N. 82° 00' W., 330 feet to a point; thence N. 60° 30' W., 930 feet to a point at the top of a ridge, a corner of the lands of John Calhoun, and Lizzie Thomasson; thence with Lizzie Thomasson's line and the top of the ridge as it meanders approximately along the following bearings and distances: N. 78° 00' E., 240 feet; N. 58° 00' E., 780 feet; N. 46° 00' E., 190 feet to the point of beginning, and containing 23.0 acres, more or less.

It is understood and agreed that the bearings given in the above descriptions are based on the North Carolina State Coordinate System, Lambert Projection, as established by the U. S. Coast and Geodetic Survey. The central meridian for this coordinate system is located at Longitude 79° 00' W.

The above described tracts of land were conveyed to Charlie Wiggins and George Wiggins, two of the first parties hereto, by deed from J. E. Wiggins et ux, dated September 12, 1938, and recorded in Deed Book 62, page 493, in the office of the Register of Deeds for Swain County, North Carolina, the said J. E. Wiggins and wife, Flora Wiggins, grantors in said deed and also being two of the first parties hereto, having retained a life estate in the land above designated as tract FR-1221.

TO HAVE AND TO HOLD the aforesaid tracts or parcels of land and all privileges and appurtenances thereto belonging, to the UNITED STATES OF AMERICA, its successors and assigns, to its own use and behoof forever.

And the said parties of the first part, for themselves, their heirs, successors, administrators and assigns, covenant with the said party of the second part, its successors and assigns that they are seized of said land and premises in fee, and have the right to convey the same in fee simple; that the same are free and clear from all encumbrances and that they will warrant and defend the title to same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals this the day, month and year above written.

Witness to mark and signature of J. E. Wiggins:	s/	his J. Elias X Wiggins mark	(SEAL)
Clarence P. Garrett, Bryson City, N.C.		J. ELIAS WIGGINS	
Crawford Pearson, Bryson City, N.C.	s/	Flora Wiggins FLORA WIGGINS	(SEAL)
	s/	Charlie Wiggins CHARLIE WIGGINS	(SEAL)
	s/	Mae DeHart Wiggins MAE DeHART WIGGINS	(SEAL)
	s/	George Wiggins GEORGE WIGGINS	(SEAL)
	s/	Sylvia Johnson Wiggins SYLVIA JOHNSON WIGGINS	(SEAL)

STATE OF VIRGINIA )  
                          )  
Newport News        )

I, J. T. Darden, a Notary Public for said County and State, do hereby certify that CHARLIE WIGGINS and wife, MAE DeHART WIGGINS, and GEORGE WIGGINS and wife, SYLVIA JOHNSON WIGGINS, personally appeared before me this day and acknowledged the due execution of the foregoing instrument; and the said MAE DeHART WIGGINS and SYLVIA JOHNSON WIGGINS, wives of Charlie Wiggins and George Wiggins, respectively, being by me privately examined, separate and apart from their said husbands, touching their voluntary execution of the same, do state that they signed the same freely and voluntarily, without fear or compulsion of their said husbands or any other person, and that they do still voluntarily assent thereto.

WITNESS my hand and official seal this 19 day of Jany., A. D., 1944.

(SEAL AFFIXED)

J. T. Darden, Notary Public

My commission expires: 9/14/47

STATE OF NORTH CAROLINA)  
SWAIN COUNTY )

I, Crawford Pearson, a Notary Public for Graham County, North Carolina, do hereby certify that J. ELIAS WIGGINS and FLORA WIGGINS, his wife, personally appeared before me this day and acknowledged the due execution of the foregoing instrument; and the said FLORA WIGGINS, wife of J. Elias Wiggins, being by me privately examined, separate and apart from her said husband, touching her voluntary execution of the same, does state that she signed the same freely and voluntarily, without fear or compulsion of her said husband or any other person, and that she does still voluntarily assent thereto.

WITNESS my hand and official seal this 22 day of Jan., A. D., 1944, and I further certify that I am qualified as Notary Public to act in all counties of North Carolina under Section 3167, N.C. Code.

(SEAL AFFIXED)

Crawford Pearson, Notary Public

My commission expires: 5/3/1945


STATE OF NORTH CAROLINA, SWAIN COUNTY

The foregoing certificate of J. T. Darden, a Notary Public of Newport News, Virginia, and Crawford Pearson, a Notary Public of Graham County, N.C., attested by their official seals, is adjudged to be correct. Let the instrument, and the certificates, be registered.

WITNESS my hand this 22nd day of January, A. D. 1944.

H. J. Truett, Clerk Superior Court

Filed for registration on the 22 day of Jan., 1944, at 11:55 o'clock A. M., and registered in the office of the Register of Deeds for Swain County, N. C., 22 day of January, 1944, at 3:50 o'clock P. M., in Book 68 of Deeds, and Page 376, etc.

  
Deputy Register of Deeds  
Swain County, North Carolina

NORTH CAROLINA,

SWAIN COUNTY.

(1). THIS LEASE, made and entered into this the 22nd day of October, 1943, by and between William E. Morefield and wife, Virgie Morefield, of Swain County, North Carolina, parties of the first part, and called the Lessors, and Oscar Pittman of Swain County, North Carolina, party of the second part hereinafter designated the Lessee.

WITNESSETH,

(2). That the Lessors, for and in consideration of the sum of one dollar (\$1.00) from the Lessee, the receipt of which is hereby acknowledged by said Lessors, and in further consideration of the covenants and agreements herein made by the Lessee, do by these presents grant unto the said Lessee, his heirs successors and assigns, for a period of two years from date hereof, with the privilege of renewal of this lease for an additional period of two years upon notice of such renewal being given to said Lessors, provided the mine is being operated at a profit, the exclusive right and privilege to mine, search for and take from the following described lands all the mica, feldspar and other minerals:

(3) Being all the lands referred to and described in a deed dated March 12th, 1942, by Will Mason and wife, Relie Mason to William E. Morefield and wife, Virgie Morefield, registered in Book No. 64, page 391, Record of Deeds of Swain County, North Carolina, to which said deed and record reference is hereby made for a full and complete description of said lands.

(4). That the said Lessors grant and convey to said Lessee, his heirs, successors and assigns all the mining rights and privileges, such as ingress, egress, wood, water, mine timber and all other rights and privileges necessary for the successful operation of any mine or mines upon and under said lands above described hereby waiving any and all claims for damages to the above described lands.

(5). The Lessors grant and convey to the said Lessee, his heirs and assigns, the right to erect, maintain and remove machinery, buildings and structures, to, on or from said lands and premises.

(6). That said Lessee will begin operations within sixty days from date hereof and conduct mining operations diligently and in good faith as the market for the products obtainable from said lands is such as to permit profitable operations.

(7). That the Lessee will pay as royalty to the Lessors fifty cents per ton of 2240 pounds for each ton of feldspar removed from said lands and one-eighth of the selling price at the mines for all mica sold from said lands and eight