

DESCRIPTION OF THE BOUNDARY

OF THE

D. F. CONNER TRACT (17)

Lying on both sides of the West fork of Ocona Lufty River.

Beginning at Corner 1, which is Corner 4 of the Mrs. M. L. Maney Tract (16), a post in a mound of stone, beside a large hemlock stump.

Thence, N. 87-05 E.

With a line of the Mrs. M. L. Maney Tract.

17.76 Corner 2, a planted stone, on bank of the river, Corner 1 of the Mrs. M. L. Maney Tract.

Thence, N. 21-29 W.

Up the River.

.87 Corner 3, which is Corner 1 of the Charles W. Conner Tract (15), a point in center of River.

Thence, N. 47-33 E.

With a line of the Charles W. Conner Tract.

10.82 Corner 4, a stake.

Thence, S. 88-21 E.

2.84 Corner 5, a stake with witnesses on top of a spur ridge.

A 6" red oak, blazed and scribed B.T.-C.C., Cor 3, bears N. 14-00 E. .13 chain distant.

Thence, up the ridge with its meanders.

N. 56-54 E.

1.15 A Point.

N. 59-05 E.

1.34 A Point.

N. 49-11 E.

3.25 A Point.

N. 71-19 E.

1.64 A Point.

N. 59-36 E.

1.51 A Point.

N. 33-48 E.

2.04 A Point.

N. 4-25 E.

1.64 A Point.

N. 3-38 W.

2.84 A Point.

N. 21-31 E.

2.82 Corner 6, a stake in a line of the Champion Fibre Co. Tract (1a).

A 10" pine, blazed and scribed B.T.-C.C. Cor. 4, bears S. 26-30 E. .13 chain distant.

Thence, N. 77-42 E.

With a line of the Champion Fibre Co. Tract (1a).

4.62 Corner 7, a planted stone with witnesses, in line of Grant 74.

Thence, S. 14-11 E.

With line of Grant 74.

9.80 Corner 8, which is Corner 2 of the J. A. Martin Tract (2a), a White Oak with old marks and witnesses, in line of Grant 74.

Thence, S. 13-52 E.

With a line of Grant 74.

- 44.03 Corner 9, a point at intersection with the N.W. boundary of Grant 133.

Thence, S. 15-08 E.

With line of Grant 74.

- 9.91 Corner 10, a 38" poplar, with old marks, in a hollow, the beginning corner of Grant 74.

Thence, S. 31-26 W.

With line of Grant 74.

- 1.83 Corner 11, which is Corner 3 of the J. R. Carver Tract (19), a point in the road.

Thence, with the meanders of the road, a line of the J. R. Carver Tract (19).

S. 77-44 W.

- 3.24 A Point.

N. 63-04 W.

- 5.27 A Point.

S. 65-16 W.

- 2.16 A Point.

N. 83-08 W.

- 1.55 Corner 12, a point with witnesses, on bank of road.

A 14" White Oak, scribed B.T. Cor. 2, bears N. 47-15 E.

Thence, S. 48-15 W.

- 4.12 Corner 13, which is Corner 1 of the J. R. Carver Tract, and corner 5 of the Mrs. J. M. Dowdle Tract, a point in the road bed of the logging railway, the site of old hemlock corner, on bank of river.

Thence, up the river, with its meanders.

N. 8-30 W.

3.25 A Point.

N. 30-25 E.

3.77 A Point.

N. 46-37 W.

5.55 A Point.

N. 21-05 W.

5.80 A Point.

N. 52-58 W.

3.03 A Point.

S. 83-53 W.

2.32 A Point.

N. 33-07 W.

6.98 A Point.

N. 21-40 W.

5.44 A Point.

N. 66-45 W.

3.77 A Point.

N. 42-45 W.

2.47 A Point.

N. 22-29 W.

3.35 Corner 14, a point in center of river.

Thence, S. 55-51 W.

18.01 Corner 15, which is corner 25 of the Champion Fibre Co. Tract (1), a point in marked line of Grant 74.

Thence, N. 22-33 W.

18.17 The place of beginning, containing 145.51 Acres.

Analysis of Title

Tract No. 17

1. Tract No. 17 is embraced by State Grant No. 74 issued to Samuel Beck, March 5, 1877, said to contain 365 acres. This Grant has never been filed for record but is in the possession of D. F. Connor, who lives on Ocona Luffy River in Swain County.

2. On May 31, 1877, Samuel Beck conveyed to W. H. Connor State Grant No. 74. This deed is of record in Swain County. See page 6 of this Abstract.

3. Sometime between 1877 and 1888 W. H. Connor died intestate leaving surviving him the heirs at law set out in the affidavit on page 5 of this Abstract. The following conveyances are from the heirs at law of W. H. Connor to D. F. Connor embracing Tract No. 17:

(a) On September 30, 1895, A. G. Bradley and wife, M. J. Bradley, D. F. Connor and wife, H. E. Connor, Samuel L. Beck and wife C. P. Beck, J. R. Beck and wife N. E. Beck, W. E. Connor and wife, C. A. Connor, J. M. Kimsey and wife, M. H. Kimsey and E. C. Connor conveyed to W. E. Connor and wife, Alice Connor a tract of land containing 72 acres more or less, which said tract is the northern portion of State Grant No. 74, and embraces the northern portion of Tract No. 17. This deed is of record in Swain County. See page 17 of this Abstract.

(b) On September 30, 1895, W. E. Connor and wife conveyed to D. F. Connor a tract of land containing 72 acres which is the same tract mentioned in the above paragraph and also included in said conveyances their interest in the tract known as the dower tract of the widow of W. H. Connor. This dower tract is located in the central part of State Grant No. 74, and embraces a portion of Tract No. 17. This deed is of record in Swain County. See page 10 of this Abstract.

(c) On March 28, 1890, J. D. Connor conveyed to D. F. Connor a tract of land containing thirty-six acres and also included in this conveyance all his interest in the dower tract. This thirty-six acre tract is located on the western side of State Grant No. 74 and embraces the western portion of Tract No. 17. This deed is of record in Swain County. See page 12 of this Abstract.

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(d) On November 12, 1888, J. R. Beck and wife conveyed to D. F. Connor all their interests in the dower tract. This deed is of record in Swain County. See page 14 of this Abstract.

✓
(e) On July 20, 1895, A. G. Bradley and wife conveyed to D. F. Connor all their interest in the tract known as the dower tract. This deed is of record in Swain County. See page 15 of this Abstract.

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(f) On January 24, 1897, E. C. Everett and husband conveyed to D. F. Connor a tract of land containing sixty-seven acres which includes the southern portion of State Grant No. 74 and embraces the southern portion of Tract No. 17. All their interests in the dower tract are included in this deed. This deed is of record in Swain County. See page 16 of this Abstract.

(g) On September 30, 1896, S. L. Beck and wife, C. P. Beck, E. C. Connor, J. M. Kimsey and wife, M. H. Kimsey, J. R. Beck and wife, N. E. Beck, W. E. Connor and wife, C. A. Connor, A. G. Bradley and wife, M. J. Bradley, conveyed to D. F. Connor a tract of land containing 36 acres more or less. This deed is of record in Swain County. See page 9 of this Abstract.

D. F. Connor claims to have bought the interests of all the heirs at law of W. H. Connor, Deceased. However, the records do not disclose that J. D. Connor ever conveyed his interest in the seventy-two acre tract to D. F. Connor. Also the heirs at law failed to deed to E. C. Everett their interest in the sixty-seven acre tract and a Quit Claim Deed must be obtained from all the heirs at law of W. H. Connor except E. C. Everett and D. F. Connor. A Quit Claim Deed conveying all interest in the dower tract should be obtained from S. L. Beck and wife, J. M. Kimsey and wife and E. C. Connor.

4. We find on record a deed for right of way from D. F. Connor and wife to the Champion Fibre Company conveying a right of way thirty feet wide for the purposes of a railroad over tract No. 17. This right of way is of record in Swain County. See page 18 of this Abstract.

5. We find on record a right of way conveyed by D. F. Connor and wife to George W. Morris conveying a strip of land ten feet in width through Tract No. 17 for the purposes of a right of way for a tram road. The time limit in this lease is for a five year period and renewable at the option of the grantee. We have been informed that this right of way has been abandoned and has not been in use for something like fifteen years.

ABSTRACT OF DEED OR GRANT

In Preamble

As Signed

As Acknowledged

North Carolina

Samuel Beck

1. Kind of Conveyance..... **State Grant #74**
3. Is it properly executed..... **Yes**
5. Before what Officer acknowledged.....
7. If irregular, copy in full on back.....
9. Date of acknowledgment.....
11. Did officer affix Seal.....
13. Does conveyance contain convenants—
 - (a) of seizin
 - (b) power to convey.....
 - (c) against encumbrances.....
 - (d) against claims of all others.....

2. Date of Conveyance..... **3-5-77**
4. Date of Entry and No.....
6. Acknowledgments, regular
8. Did all grantors acknowledge.....
10. Was privy examination of wife taken.....
12. Was order of probate correct.....
14. Date of filing for record..... **Not registered**
15. Book Page.....
- for County.
16. Does deed contain any special limitations, provisions or restrictions

17. Habendum clause (Quote fully).....

Exact Description of Property

365 Acres.

BEGINNING, on a Poplar, in Bull Pen Hollow, above the wagon Road, and runs N. 18 W. 365 poles to a Stake, then S. 81 W. 143 poles to a Chestnut, corner of a 100 acre tract, then with its line S. 38 E. 133 poles to a small Chestnut, on the bank of a branch, and road, then S. 78 W. 91 poles to a Chestnut, then S. 25 E. 173 poles to a Dogwood, then S. 62 E. 162 poles to a Spruce Pine, crossing the river at 160 poles, thence East 52 poles to a lynn, then N. 26 E. 19 poles to the beginning.

ABSTRACT OF DEED OR GRANT

Grantees

In Preamble	As Signed	As Acknowledged
Samuel F Beck & wif Palestine	Samil F Beck C. P. Beck	Samuel F Beck Palestine
W. H. Conner		

1. Kind of Conveyance deed
2. Date of Conveyance 5-31-57
3. Is it properly executed yes
4. Date of Entry and No. SP
5. Before what Officer acknowledged SP
6. Acknowledgments, regular no
7. If irregular, copy in full on back yes
8. Did all grantors acknowledge yes
9. Date of acknowledgment 5-31-57
10. Was privity examination of wife taken yes
11. Did officer affix Seal yes
12. Was order of probate correct yes
13. Does conveyance contain convenant—
14. Date of filing for record 10-9-58
15. Book 2 Page 862
16. Does deed contain any special limitations, provisions or restrictions no
17. Habendum clause (Quote fully) To have & to hold from me & my heirs and assigns forever to the said W. H. Conner, his heirs and assigns

Exact Description of Property

a certain lot of land an entry made by Samuel Beck adj. to Collins lands No. 74 Con. 265-A;

Bay, on a poplar in the bull pen hollow a Cove the road runs North 18° West three hundred and eighty five poles to a stake then South 81° West one hundred and forty eight poles to a chestnut the corner of a hundred acre tract thence with its lines S 38° E one hundred and thirty three poles to a small chestnut on the bank of the branch and road thence South 78° W ninety one poles to a chestnut thence South 25° East one hundred and seventy three poles to a dogwood thence South 62° East one hundred and sixty two poles to a spruce pine crossing the river one hundred and sixty poles thence East fifty two poles to a Lyn thence North 28° East nineteen poles to the beginning.

NORTH CAROLINA PARK COMMISSION

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ABSTRACT OF DEED OR GRANT

Grantees

In Preamble	As Signed	As Acknowledged
Hens of W.H. Conner deed	Same as ack,	S. L. Beck rep. C. Beck; E. C. Conner J. M. Hinson rep. M. K. R. D. Beck rep. M. K. W. H. Conner rep. C. A. W. H. Conner rep. M. J.
D. F. Conner		

1. Kind of Conveyance Warranty Deed
3. Is it properly executed yes
5. Before what Officer acknowledged 9-30-95
7. If irregular, copy in full on back yes
9. Date of acknowledgment 9-30-95
11. Did officer affix Seal yes
13. Does conveyance contain covenants
 - (a) of seizin yes
 - (b) power to convey yes
 - (c) against encumbrances yes
 - (d) against claims of all others against themselves + their heirs
2. Date of Conveyance 9-30-95
4. Date of Entry and No. yes
6. Acknowledgments, regular yes
8. Did all grantors acknowledge yes
10. Was privity examination of wife taken yes
12. Was order of probate correct yes
14. Date of filing for record 11-22-00
15. Book 214 Page 555
for Swain County.
16. Does deed contain any special limitations, provisions or restrictions yes

17. Habendum clause (Quote fully) To have and to hold the above
tract of land to and for the use and behoof of the heirs, assigns
of the said D. F. Conner, his heirs and assigns forever.

Exact Description of Property

A tract or parcel of land in Swain County State of North Carolina
adjoining the lands of D. F. Conner on the North and S. L. Beck on the
South and Southwest, bounded as follows, viz: Beginning at a white oak
stump, S. L. Beck's beginning corner, and runs South 54° West sixty
poles to a chestnut oak, Beck's corner, then North 30° west one hundred
and twenty poles to a stake in the line of Entry No. 707, Grant No. 74
it being D. F. Conner, then North 72° East 48 poles with D. F. Conner's line
to center of river passing chestnut stump corner on bank of river, then
down the center of said river as it meanders, then South 54° West to the
beginning. Containing thirty six acres, be the same less or more.

NORTH CAROLINA PARK COMMISSION

ABSTRACT OF DEED OR GRANT

	In Preamble	As Signed	As Acknowledged
Grantees	W.E. Conner C.A. Conner	W.E. Conner C.A. Conner	W.E. Conner C.A. Conner
	D. J. Conner		

1. Kind of Conveyance Warrant Deed
2. Date of Conveyance 9-30-95
3. Is it properly executed yes
4. Date of Entry and No. yes
5. Before what Officer acknowledged J.D.
6. Acknowledgments, regular yes
7. If irregular, copy in full on back yes
8. Did all grantors acknowledge yes
9. Date of acknowledgment 9-30-95
10. Was privy examination of wife taken yes
11. Did officer affix Seal yes
12. Was order of probate correct yes
13. Does conveyance contain covenants
 - (a) of seizin yes
 - (b) power to convey yes
 - (c) against encumbrances yes
 - (d) against claims of all others yes
14. Date of filing for record 11-28-00
15. Book 21 Page 556 for Swin County.
16. Does deed contain any special limitations, provisions or restrictions
17. Habendum clause (Quote fully) I John & to hold the above tract a piece of land and all priv. & app. thereunto belonging to the first of the second part his heirs and assigns to him and his heirs and assigns forever

Exact Description of Property

A tract or parcel of land in Swain County State of North Carolina adjoins the lands of Chestain Reagan on on the North and Marget Conner on the West and the dower track on the East, and bounded as follows. Beginning at a chestnut and runs North 58 East one hundred and Eighteen poles to a chestnut oak supposed to be Chestain Reagan corner then North 18 West one hundred and thirty two poles to a chestnut near a branch then South 81 West fifty six poles to a spanish oak on top of the ridge Marget Conner corner then down the top of the Ridge as it meanders to the center of the river to the beginning, containing seventy two acres be the same less or more. Also the parties of the first part conveys their interests in the dower of the late widow of W. H. Conner deceased down to Elizabeth Conner under line the same is butted and bounded as follows towit. Beginning on a chestnut on the North

East bank of Coona Lifty river and runs North sixty four East ninety five
poles to a chestnut in John D. Taber's line, then North Eighteen West one
hundred and ten poles to a stake with pointers then fifty Eight West, one
hundred and Eighteen poles to a chestnut on the bank of the said river
then with the meanders of said river to the beginning. Containing Eighty
three and one half acres or the same less or more.

ABSTRACT OF DEED OR GRANT

Grantors

In Preamble

As Signed

As Acknowledged

Grantees

<i>D. F. Conner</i>	<i>Do</i>	<i>Do</i>
<i>D. F. Conner</i>		

1. Kind of Conveyance *Warrant Deed*
2. Date of Conveyance *3-28-90*
3. Is it properly executed *ys*
4. Date of Entry and No. *ys*
5. Before what Officer acknowledged *ys*
6. Acknowledgments, regular *ys*
7. If irregular, copy in full on back *ys*
8. Did all grantors acknowledge *ys*
9. Date of acknowledgment *3-28-90*
10. Was privy examination of wife taken *—*
11. Did officer affix Seal *ys*
12. Was order of probate correct *ys*
13. Does conveyance contain covenants—
14. Date of filing for record *11-21-90*
15. Book *21* Page *551*
16. Does deed contain any special limitations, provisions or restrictions
- (a) of seizin *ys*
- (b) power to convey *ys*
- (c) against encumbrances *ys*
- (d) against claims of all others *ys*

17. Habendum clause (Quote fully) *I have & hold the above tract of land at all priv & app: that belongs to the said D. F. Conner & his heirs & assigns, to him and his heirs and assigns.*

Exact Description of Property

A tract or parcel of land in said County and in Occo Leuffy Township adjoining the land of D. F. Conner on the North and S. L. Beck on the South and Southwest butted and bounded as follows, viz:

Beginning at a white oak stump S. L. Beck's beginning corner and runs S 54° West sixty poles to a chestnut oak, Beck's corner, then North 30° West one hundred and twenty poles to a stake in the line of Entry No. 707 Grant No. 74 it being D. F. Conner's corner, then North 72° East 48 poles with D. F. Conner line to center of river passing chestnut stump corner on bank of river, then down the center of said river as it meanders to a point opposite the beginning then South 54° West to the beginning. Containing thirty six acres be the same less or more. Also the party of the first part conveys his interest in the dower of the late widow of W. H. Conner,

deceased, down to Elizabeth Conner's upper line, the same is butted and bounded as follows, towit: Beginning at a chestnut on the North East bank of Ocena Lafty River and runs North 64° East ninety five & $\frac{1}{2}$ poles to a chestnut in Jno. D. Tabor's line, then North 18° West one hundred and ten poles to a stake with pointers, then S 58° West one hundred and Eighteen poles to a chestnut on the bank of said river, then with the meanders of said river to the beginning. Containing Eighty three and one half acres, be the same less or more.

NORTH CAROLINA PARK COMMISSION

ABSTRACT OF DEED OR GRANT

	In Preamble	As Signed	As Acknowledged
Grantors	J.R. Beck + Elmina	J.R. Beck + W.E. Beck	J.R. Beck + W.E. Beck
Grantees	D.F. Conner		

1. Kind of Conveyance Quit Claim
3. Is it properly executed yes
5. Before what Officer acknowledged JP
7. If irregular, copy in full on back no
9. Date of acknowledgment 11-13-88
11. Did officer affix Seal yes
13. Does conveyance contain covenants—
 - (a) of seizin no
 - (b) power to convey no
 - (c) against encumbrances no
 - (d) against claims of all others no
17. Habendum clause (Quote fully) none

2. Date of Conveyance 11-12-88
4. Date of Entry and No. _____
6. Acknowledgments, regular yes
8. Did all grantors acknowledge yes
10. Was privity examination of wife taken yes
12. Was order of probate correct yes
14. Date of filing for record 11-21-88
15. Book 21 Page 553
for Swain County.
16. Does deed contain any special limitations, provisions or restrictions all our interest in the land of the late widow of W.H. Conner

Exact Description of Property

All our interest in the dower of the late Widow of W. H. Conner
 Dec. and down to Elizabeth Conner upper line. Bounded as follows:
 Beginning at a chestnut on the N. E. bank of Oconee Lifty River
 and runs N 64 E 95 $\frac{1}{2}$ poles to a chestnut in Jno. D. Tabors line, thence
 N 16 W 110 poles to a stake, thence S. 58 W. 118 poles to a chestnut on
 the bank of the river then with the meanders of the river to the beginning.
 Containing 83 $\frac{1}{2}$ Acres.

ABSTRACT OF DEED OR GRANT

In Preamble

As Signed

As Acknowledged

No names shown in
Heading of Deed

A. B. Bradley &
M. J. Bradley

A. B. Bradley &
M. J. Bradley

D. J. Conner

1. Kind of Conveyance *Warranty Deed*
3. Is it properly executed *Yes*
5. Before what Officer acknowledged *Yes*
7. If irregular, copy in full on back *Yes*
9. Date of acknowledgment *9-20-95*
11. Did officer affix Seal *Yes*
13. Does conveyance contain convenants
- (a) of seizin *Yes*
- (b) power to convey *Yes*
- (c) against encumbrances *Yes*
- (d) against claims of all others *Yes*
2. Date of Conveyance *7-20-95*
4. Date of Entry and No. *Yes*
6. Acknowledgments, regular *Yes*
8. Did all grantors acknowledge *Yes*
10. Was privity examination of wife taken *Yes*
12. Was order of probate correct *Yes*
14. Date of filing for record *11-21-00*
15. Book *21* Page *550*
- for *Durham* County.
16. Does deed contain any special limitations, provisions or restrictions *Conveys their undivided interest in the dower tract of the widow W. H. Conner deceased, with all adjoining lands, to the heirs and assigns of the said widow.*
17. Habendum clause (Quote fully) *To have and to hold the above described land, with all adjoining lands, to the heirs and assigns of the said widow.*

Exact Description of Property

Their undivided interest in a certain piece or parcel of land known as the dower tract of the widow of W. H. Conner deceased and joins the lands of Elizabeth Conner on the East and S. L. Beck on the West, and more particularly described and bounded as follows. Beginning on a chestnut on the N East bank of Coon Laffy river and runs North 64 East 95 poles to a chestnut in J. D. Taber line then N 18° W. 110 poles to a stake and pointers; then S 58-00 W 118 poles to a chestnut on the bank of said river then with the meanders of said river to the beginning. Containing 83 1/2 acres more or less.

ABSTRACT OF DEED OR GRANT

Grantors	In Preamble	As Signed	As Acknowledged
	E. C. Everett & hns. E. M. Everett	E. M. Everett E. C. Everett	Do
Grantees	D. F. Connor		

- Kind of Conveyance *Warranty deed*
- Is it properly executed *yes*
- Before what Officer acknowledged *not*
- If irregular, copy in full on back *—*
- Date of acknowledgment
- Did officer affix Seal
- Does conveyance contain covenants—
 - a) of seizin
 - b) power to convey
 - c) against encumbrances
 - d) against claims of all others
- Date of Conveyance *1-21-97*
- Date of Entry and No.
- Acknowledgments, regular *yes*
- Did all grantors acknowledge *yes*
- Was privity examination of wife taken *yes*
- Was order of probate correct *yes*
- Date of filing for record *1-21-97*
- Book *21* Page *548*

for *Swain* County.
- Does deed contain any special limitations, provisions or restrictions

17. Habendum clause (Quote fully) *I do hereby give, sell, grant, convey, release, quitclaim, warrant, confirm, ratify, confirm, and all priv. and app. rights belonging to me and my heirs and assigns, forever, the second forty three hundred and one one hundredths of the land and assigns, forever.*

Exact Description of Property

A certain piece or parcel of land said land lying and and being in Swain County and State of North Carolina and lying on Ocona Lifty River being part of the late W. H. Connor deceased land and bounded as follows: Beginning at a chestnut on the North East bank of Ocona Lifty River and runs North 64° East ninety five and one half poles to a chestnut in J. D. Tabor line then South 18° East one hundred and forty poles to a poplar in Bull Pen Hollow, then South 28 West nineteen poles to a lynn then West fifty two poles to a spruce pine at the bank of river then up the center of the river as its meanders to the beginning. Containing sixty seven acres to be the same less or more and also one undivided interest in a dower tract of Mary Connor widow of the late W. H. Connor deceased. Said land joins S. L. Beck on the West and D. F. Connor on the North and J. D. Tabor on the East and joins the above described land said Dower tract contains fifty acres less or more.

ABSTRACT OF DEED OR GRANT

Grantees

In Preamble

As Signed

As Acknowledged

The Heirs of W.H. Conner,
Deceased

A.G. Bradley, M.J. Bradley, D.F. Conner, H.E. Conner,
Samuel L. Beck, C.F. Beck, J. R. Beck, H.E. Beck, W. E.
Conner, C.A. Conner, J. M. Kinsey, M.H. Kinsey, E. C.
Conner

W. E. Conner and wife
Alice Conner, heirs of W.
H. Conner, Deceased.

- | | |
|--|---|
| <p>1. Kind of Conveyance..... Deed</p> <p>3. Is it properly executed..... Yes</p> <p>5. Before what Officer acknowledged..... J. P.</p> <p>7. If irregular, copy in full on back.....</p> <p>9. Date of acknowledgment..... 9-30-95</p> <p>11. Did officer affix Seal.....</p> <p>13. Does conveyance contain covenants—</p> <p> (a) of seizin.....</p> <p> (b) power to convey.....</p> <p> (c) against encumbrances.....</p> <p> (d) against claims of all others.....</p> <p>17. Habendum clause (Quote fully)..... To have and to hold the aforesaid tract or piece of land and all privileges and appurtenances thereto belonging to the parties of the second part, their heirs and assigns, to their only use and behoof</p> | <p>2. Date of Conveyance..... 9-30-95</p> <p>4. Date of Entry and No.....</p> <p>6. Acknowledgments, regular..... Yes</p> <p>8. Did all grantors acknowledge..... Yes</p> <p>10. Was privy examination of wife taken..... Yes</p> <p>12. Was order of probate correct..... Yes</p> <p>14. Date of filing for record..... November 22, 1900</p> <p>15. Book..... 21..... Page..... 559</p> <p> for..... Swain..... County.</p> <p>16. Does deed contain any special limitations, provisions or restrictions.....</p> |
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Exact Description of Property

A tract or parcel of land in Swain County, State of North Carolina, adjoining the lands of Chastain Reagan on the North and Margaret Conner on the West and Dower tract on the East et al and bounded as follows: Beginning at a chestnut and runs N 58 E 116 poles to a chestnut oak, supposed to be Chastain Reagan's corner; then N 18 W 132 poles to a chestnut near a branch; then S 81 W 56 poles to a spanish oak on top of a ridge, Margaret Conner's corner; then down the top of the ridge as it meanders to the center of the river; then down the center of the river to the beginning, containing 72 acres, be the same less or more.

ABSTRACT OF DEED OR GRANT

Grantees

In Preamble	As Signed	As Acknowledged
D. F. Connor and wife Margaret Connor	do	do
Champion Fibre Company		

1. Kind of Conveyance..... Right of Way
3. Is it properly executed.....
5. Before what Officer acknowledged..... J. P.
7. If irregular, copy in full on back.....
9. Date of acknowledgment..... 4-4-17
11. Did officer affix Seal.....
13. Does conveyance contain covenants—
 - (a) of seizin..... None
 - (b) power to convey.....
 - (c) against encumbrances.....
 - (d) against claims of all others.....
2. Date of Conveyance..... 4-4-17
4. Date of Entry and No.....
6. Acknowledgments, regular..... Yes
8. Did all grantors acknowledge..... Yes
10. Was privy examination of wife taken..... Yes
12. Was order of probate correct..... Yes
14. Date of filing for record..... 4-11-17
15. Book..... 44 Page..... 240
for..... Swain County.
16. Does deed contain any special limitations, provisions or restrictions.....
17. Habendum clause (Quote fully)..... To have and to hold the above granted Right of Way and other rights hereinbefore granted, through and over said lands together with all the privileges and appurtenances thereunto belonging unto the Champion Fibre Company, its successors or assigns for a period of thirty years from this date.

Exact Description of Property

The parties of the first part grant unto the party of the second part a Right of Way 30 feet in width through and over the lands of the parties of the first part for the purpose of constructing, maintaining and operating a standard or narrow gauge railroad, either as a common or private carrier.

The lands of the parties of the first part over which this Right of Way is granted, being on Ocona Luffy River in Swain County, North Carolina, and described as follows:

Being the lands upon which the parties of the first part now reside adjoining the lands of J. M. Dowdle, M. L. Maney and the Champion Fibre Company.

ABSTRACT OF DEED OR GRANT

Grantees

In Preamble

As Signed

As Acknowledged

D. F. Connor and wife
Margaret Connor

D. F. Connor
Margaret Connor

D. F. Connor
Margaret Connor

George W. Morris

1. Kind of Conveyance..... Right of Way
3. Is it properly executed.....
5. Before what Officer acknowledged..... J. P.
7. If irregular, copy in full on back.....
9. Date of acknowledgment..... 11-12-03
11. Did officer affix Seal.....
13. Does conveyance contain covenants—
 - (a) of seizin..... None
 - (b) power to convey.....
 - (c) against encumbrances.....
 - (d) against claims of all others.....
15. Book..... 25 Page..... 142
16. Does deed contain any special limitations, provisions or restrictions.....
17. Habendum clause (Quote fully)..... None

Exact Description of Property

The parties of the first part lease unto the parties of the second part for a period of five years renewable yearly after the expiration of said five years at the option of the party of the second part, a strip of land 10 feet wide through my farm in the main fork of Ocona Luffy river for the purpose of a Right of Way for a tran-road.

ATTORNEY'S CERTIFICATE AND OPINION

Tract No. 17.

IT IS HEREBY CERTIFIED: That the title to the within described land as disclosed in the attached abstract which contains a full, complete and correct abstract of all instruments and court proceedings of record affecting the same from and including the beginning entry there of has been carefully examined and noted, and that the following named owner.....:

D.F.Connor

is seized in fee simple of a good and valid title to the same, subject only to any lien, charge or encumbrance shown in this abstract and listed hereon.

ENCUMBRANCES

1. Taxes for the year 1928.
2. A right of way to the Champion Fibre Company for a period of twenty-five years. See page 18 of this Abstract.
3. A Quit Claim Deed must be obtained from S. L. Beek and wife, J. M. Kimsey and wife and E.C.Connor conveying all their interest in the lower tract.
4. A Quit Claim Deed must be obtained from all the heirs at law of W. H. Connor except E.C. Everett and husband and D. F.Connor conveying all their interest in the sixty-seven acre tract.
5. A Quit Claim Deed must be obtained from J. D.Connor conveying his interest in the seventy-two acre tract.

NORTH CAROLINA

SWAIN COUNTY

THIS AGREEMENT, Made this the 9th day of April, 1930, by and between D.F. Connor, unmarried and C. W. Connor and wife, E. J. Connor, parties of the first part hereinafte called the Vendors, and State of North Carolina, party of the second part, hereinafter called the Vendee,

W I T N E S S E T H:

That whereas heretofore, towit: On the ____ day of _____, 1930, the Vendors executed and delivered to the Vendee an option or contract for the sale to the vendee of certain lands lying and being in Swain County and being a portion of the lands lying within the Great Smoky Mountains National Park area and being Tracts 15 and 17 as shown by the Survey made by the North Carolina Park Commission, Tract 17 containing 145.51 acres and Tract 15 containing 36.34 acres, said lands being fully described in said option, the price to be paid therefor being the sum of \$9,000.00 (Nine Thousand Dollars); and,

Whereas all the parties to said option are desirous of consummating the sale and transfer of said lands at said price of Nine Thousand Dollars (\$9,000.00) as soon as the titles thereto can be satisfactorily ascertained; and,

Whereas the Vendee has this day paid to the vendors the sum of Forty-five Hundred Dollars (\$4,500.00) in part payment for said lands, the receipt of which is hereby acknowledged by the Vendors; and

Whereas the said C. W. Connor and wife, E. J. Connor

have this day conveyed to the vendee all of the lands embraced in Tract 15, containing 36.34 acres.

Now, therefore, it is agreed by the vendors that upon the receipt of the balance of said purchase money, towit: Forty-five Hundred Dollars (\$4,500.00), that they will make, execute and deliver to the vendee a good and sufficient deed with covenants and warranties for the lands embraced in tract No. 17, said deed to be made and said money to be paid as soon as the titles to said land are found to be satisfactory to the vendee and the vendee agrees forthwith to proceed to take such steps as are necessary to clear said title so that said balance of purchase money will be paid without undue delay.

In witness whereof the parties hereto have signed and executed this agreement and affixed their seals thereto in duplicate.

D. F. Connor (SEAL)

G. W. Connor (SEAL)

E. J. Connor (SEAL)

NORTH CAROLINA PARK COMMISSION

BY Johnson Kern (SEAL)
Attorney.

NORTH CAROLINA

SWAIN COUNTY

I, Will W. Wiggins, a Notary Public in and for said County and State do hereby certify that D. F. Connor, unmarried personally appeared before me this day and acknowledged the due execution by him of the foregoing agreement for the purposes therein expressed.

Witness my hand and Notarial Seal, this the 9th day of
April, 1930.

Will Wiggins
Notary Public

My Commission expires: 12-19-1930.

NORTH CAROLINA

SWAIN COUNTY

I, Will W. Wiggins, a Notary Public in and for said County and State, do hereby certify that C. W. Connor and wife E. J. Connor, personally appeared before me this day and acknowledged the due execution by them of the foregoing agreement for the purposes therein expressed; and thereupon the said E. J. Connor being by me privately examined separate and apart from her said husband, touching her voluntary execution of the same, doth state that 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 Notarial Seal, this the 9th day of
April, 1930.

Will Wiggins
Notary Public

My Commission expires: 12-19-1930.

THIS DEED, Made this 10th day of July

A.D. 1930, by and between

D. F. CONNOR, SINGLE

of SWAIN

County, North Carolina, hereinafter called GRANTORS, whether one or more, and
THE STATE OF NORTH CAROLINA, hereinafter called GRANTEE:

WITNESSETH:

That the said grantors for certain good and valuable considerations moving them thereto, and particularly the sum of ----SIX THOUSAND FIVE HUNDRED----- (\$6500.00) Dollars, to them paid by the Grantee the receipt of which is hereby acknowledged, have bargained and sold, and by these presents do hereby bargain, sell and convey unto the said grantee, its successors and assigns, the following described lands in Ocona Luffy Township Swain County, State of North Carolina, particularly described as follows, viz:

TRACT NO. 17:

NOTE: All bearings in this description were turned from the true meridian and all distances are expressed in chains of 66 feet.

Lying on both sides of the West Fork of Ocona Luffy River

BEGINNING at corner 1, which is corner 4 of the Mrs. M. L. Maney Tract (16), a post in a mound of stones, beside a large hemlock stump; thence North 87-05 East with a line of the Mrs. M. L. Maney Tract 17.76 chains, corner 2, a planted stone, on bank of the river, corner 1 of the Mrs. M. L. Maney Tract; thence North 21-29 West up the river .87 chains, corner 3, which is corner 1 of the Charles W. Connor Tract (15) a point in center of river; thence North 47-33 East with a line of the Charles W. Connor tract 10.82 chains, corner 4, a stake; thence South 88-21 East 2.84 chains, corner 5, a stake with witnesses on top of a spur ridge, a 6" red oak, blazed and scribed B.T.C.C. Cor. 3, bears North 14-00 East .13 chain distant; thence up the ridge with its meanders North 56-54 East 1.15 chains; North 59-05 East 1.34 chains; North 49-11 East 3.25 chains; North 71-19 East 1.64 chains; North 59-36 East 1.51 chains; North 33-48 East 2.04 chains; North 4-25 East 1.64 chains; North 3-38 West 2.84 chains; North 21-31 East 2.82 chains, corner 6, a stake in a line of the Champion Fibre Co. Tract (1-a), a 10" pine, blazed and scribed B.T.C.C. Cor. 4, bears South 26-30 East .13 chain distant; thence North 77-42 East with a line of the Champion Fibre Co. Tract (1-a) 4.62 chains, corner 7, a planted stone with witnesses, in line of Grant 74; thence South 14-11 East with line of Grant 74 9.80 chains, corner 8, which is corner 2 of the J. A. Martin Tract (1-a), a white oak with old marks and witnesses in line of Grant 74; thence South 13-52 East with a line of Grant 74 44.03 chains, corner 9, a point at intersection with the N. W. boundary of Grant 133; thence South 15-08 East with line of Grant 74 9.91 chains, corner 10, a 38" poplar, with old marks, in a hollow, the beginning corner of Grant 74; thence South 31-26 West with line of Grant 74 1.83 chains, corner 11, which is corner 3 of the J. R. Carver Tract (19), a point in the road; thence with the meanders of the road, a line of the J. R. Carver Tract (19) South 77-44 West 3.24 chains; North 63-04 West 5.27 chains; South 65-16 West 2.16 chains; North 83-08 West 1.55 chains, corner 12, a point with witnesses, on bank of road, a 14" white oak, scribed B.T. Cor 2, bears North 47-15 East; thence South 48-15 West 4.12 chains, corner 13, which is corner 1 of the J. R. Carver tract and corner 5 of the Mrs. J. M. Dowdle Tract, a point in the road bed of the logging railway, the site of old hemlock corner, on bank of river; thence up the river, with its meanders North 8-30 West 3.25 chains; North 30-25 East; 3.77 chains; North 46-37 West 5.55 chains; North 21-05 West 5.80 chains; North 52-58 West 3.63 chains; South 83-53 West 2.32 chains; North 33-07 West 6.98 chains; North 21-40 West 5.44 chains; North 66-45 West 3.77 chains; North 42-45 West 2.47 chains; North 22-29 West 3.35 chains, corner 14, a point in center of river; thence South 55-51 West 18.01 chains, corner 15, which is corner 25 of the Champion Fibre Co. Tract (1), a point in marked line of Grant 74; thence North 22-33 West 18.17 chains the place of beginning, containing 145.51 acres.

N.C. #74

next
Reg.

3-5-77

365 A.

Samuel Best

5-31-77

(21/86)

G. 74

365 A

W. H. Cairns

Heirs of W. H. Cairns and
A. G. Bradley, M. G. Bradley
S. J. Cairns, W. J. Cairns
Samuel L. Best, C. P. Best, J. H. Best
W. E. Best, W. E. Cairns, C. A. Cairns
J. M. Kinney, W. H. Kinney & C. C.
Cairns

(21/559)

9-30-95-

* 2 am muf

72 A.

W. E. Cairns

wife Allie

9-30-95-

* 2 am muf

72 Acres

Also but in Denver

Cross Country
Team

J. D. Cairns

J. R. Best & wife

A. G. Bradley & wife

E. C. Everett & husband

S. L. Best & a. l.

(21/551)

3-28-90

* 3 am muf

36 A.

but in Denver

(21/553)

11-12-88

but in Denver

(21/550)

but in
Denver

(21/548)

1-21-97

* 4 am muf 67 A

but in
Denver

J. D. F.

Cairns

(21/555)

9-30-95-

36 Acres 6 minutes

* 3 am muf

(21/556)

J. H. Cairns
J. R. Best & wife
A. G. Bradley
E. C. Everett
W. E. Cairns