

DESCRIPTION OF THE BOUNDARY

OF THE

MRS. J. M. DOWDLE TRACT (18)

Lying on the West Fork of Ocona Lufly River.

Beginning at corner 1, which is corner 26 of the Champion Fibre Co. Tract (1), a planted stone with witnesses.

Thence, with two lines of the Champion Fibre Co. Tract (1).

S. 50-51 W.

10.15 Corner 2, a chestnut stump with witnesses.

A 6" chestnut oak, scribed B.T.-D. Cor. 2, bears S. 20-00 E.
.06 chain distant.

S. 45-42 E.

2.25 Logging railway bears east.

4.50 Collins Creek flows east.

32.20 Corner 3, a chestnut post, scribed D-Cor. 3, in mound of stones, on top of a ridge.

A 10" chestnut oak, scribed B.T.-D, Cor. 3, bears S. 41-00 W.
.14 chain distant.

A 10" mountain birch, scribed B.T. D. Cor. 3, bears N. 10-00 W.
.10 chain distant.

Thence, N. 50-16 E.

With a line of the J. R. Kimsey Tract.

18.65 Corner 4, a stake in place of old black gum corner.

Thence, S. 60-54 E.

5.87 Corner 5, a point in the road bed of the logging railway, the site of old hemlock corner of Grant 74, 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 6, a point in center of river, a corner of the D.F.
Conner Tract.

Thence, S. 55-51 W.

18.01 Corner 7, which is corner 25 of the Champion Fibre Co. Tract (1), a point in a marked line, the corner common to D.F. Conner and Mrs. J. M. Dowdle.

Thence, S. 22-33 E.

With the Champion Fibre Co. Line.

5.00 The place of beginning, containing 97.00 Acres.

NORTH CAROLINA PARK COMMISSION

ASHEVILLE, N.C.

REPORT ON TRACT NO. 18 - MRS. J. M. DOWDLE --- 97 ACRES.

Location: This tract is located above Smokemont at the mouth of Collins Creek where it empties into the Ocona Luffy River and adjoins the land of the Champion Fibre Co.

Description: It is a mountain farm occupied by the owner, has 20 acres flat land under cultivation. Ten acres old fields and pastures, balance cut over woodland, which is steep but has a good growth of young timber.

Improvements: Log house with side kitchen in fairly good condition. One three room box house in good condition, one three room box house in only fair condition and five small box shacks. Twenty acres of flat land in good state of cultivation.

Valuation:	Log dwelling house	\$200.00
	1 3 room box house	150.00
	1 3 room box house	100.00
	5 box shacks	180.00
	20 acres flat land	600.00
	10 acres pasture land	100.00
	67 acres woodland	670.00
		<u>\$2,000.00</u>

The option price is \$2,000.00.

S. F. Chapman

Gene R. Rucker

J. A. R. Rucker
Appraisers

STATE OF NORTH CAROLINA

DESCRIPTION

TRACT

(18)

Lying on the West Fork of Ocona Luffy River.

BEGINNING at corner 1, which is corner 26 of the Champion Fibre Co. Tract (1), a planted stone with witnesses.

Thence, with two lines of the Champion Fibre Co. Tract (1).

S. 50-51 W.

10.15 Corner 2, a chestnut stump with witnesses.

A 6" chestnut oak, scribed B. T. -D. Cor. 2, bears S. 20000 E. .06 chain distant.

S. 45-42 E.

2.25 Logging railway bears east.

4.50 Collins Creek flows east.

32.20 Corner 3, a chestnut post, scribed D-Cor. 3, in mound of stones, on top of a ridge.

A 10" chestnut oak, scribed B. T. -D, Cor. 3, bears S. 41-00 W. .14 chain distant.

A 10" mountain birch, scribed B. T. D. Cor. 3, bears N. 10-00 W. .10 chain distant.

Thence, N. 50-16 E.

With a line of the J. R. Kimsey ~~tract~~ old black gum corner.

18.65 Corner 4, a ~~thence in place of a~~ ^{thence in place of a} ~~thence in place of a~~

5.87 Corner 5, a point in the road bed of the logging railroad, the site of old hemlock corner of Grant 74, 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 6, a point in center of river, a corner of the
D. F. Conner Tract.

Thence, S. 55-51 W.

18.01 Corner 7, which is corner 25 of the Champion Fibre Co.
Tract (1), a point in a marked line, the corner common
to D. F. Conner and Mrs. J. M. Dowdle.

Thence, S. 22-33 E.

With the Champion Fibre Co. line.

5.00 The place of BEGINNING, containing 97.00 acres.

Analysis of Title

Tract No. 18.

Mrs. J. M. Bowdle---97 Acres.

This tract is covered by the following grants:

Grant No. 74 to Samuel Beck
" "7373 to S. L. Beck
" " 114 to W. H. Connor

1. Grant No. 74 was issued to Samuel Beck on March 5, 1877, conveying a tract containing 365 acres. This grant covers the eastern portion of Tract No. 18. This grant is set out on page 7 of the Abstract of Title to Tract No. 17.

2. By deed dated May 31, 1877, Samuel L. Beck and wife, Palestine Beck, conveyed to W. H. Connor a tract of land containing 265 acres and being the lands or a portion thereof included in Grant No. 74. The tract conveyed by this deed covers the eastern part of Tract No. 18. This deed is recorded in Swain Co. page 8 of the Abstract of Title to Tract No. 17.

3. W. H. Connor died leaving the following heirs:

- ✓ M. J. Bradley, wife of A. G. Bradley
- ✓ D. F. Connor
- ✓ W. E. Connor
- ✓ C. P. Beck, wife of S. L. Beck
- ✓ D. K. Connor
- ✓ E. G. Connor
- ✓ M. E. Beck, wife of J. R. Beck
- ✓ M. H. Kimsey, wife of J. M. Kimsey
- ✓ J. D. Connor

See affidavit of _____, page _____ of this Abstract.

4. We then have a conveyance from A. G. Bradley and wife, M. J. Bradley, D. F. Connor and wife, M. E. Connor, J. R. Beck and wife, M. E. Beck, M. E. Connor and wife, C. A. Connor, D. K. Connor, M. H. Kimsey and husband, J. M. Kimsey and E. G. Connor to Samuel L. Beck and wife, C. P. Beck, dated September 30, 1895, conveying a tract of thirtyfive acres, being a part of Grant No. 74 and covering the eastern half of Tract No. 18. The above deed is signed by M. E. Connor and wife, C. A. Connor, as shown by the record should be W. E. Connor and wife, C. A. Connor. This deed is recorded in Swain County. Page 1000 of this Abstract.

5. Apparently J. D. Connor was one of the heirs at law of W. H. Connor, as he appears as one of these heirs in a deed executed by him to D. F. Connor for other lands, which is registered in Book 21, page 555. However, we do not find a deed from said J. D. Connor covering his interest in this tract. Also we call attention to the

fact that C. P. Beck, wife of S. L. Beck, was one of the heirs at law of W. H. Connor. She survived her husband, S. L. Beck, who was named as one of the grantees in the last named deed. Whatever title to the lands covered by said deed became vested in her upon the death of her husband.

GRANT NO. 7373.

6. Grant No. 7373 was issued to S. L. Beck on December 3, 1885 covering a tract of fifty-eight acres which includes the western half of Tract No. 18. This grant is recorded in Swain Co. Page 1001 of this Abstract.

7. Prior to his death, S. L. Beck executed a Bond for Title to J. M. Dowdle in which he obligated himself to convey to said Dowdle two tracts of land, the first tract covering the same lands described in a deed from the heirs at law of W. H. Connor to S. L. Beck and wife, C. P. Beck, above set out, and the second tract in said Bond covering the lands embraced in Grant 7373 issued to S. L. Beck. This Bond for Title, however, was not recorded until the 26th day of September, 1929, the same having been in the possession of Mrs. J. M. Dowdle. This Bond is set out on page _____ of this Abstract.

8. After the death of S. L. Beck, his wife, C. P. Beck, qualified as administrator. Her appointment as such administrator and qualifications are of record in the Office of the Clerk of the Court of Swain County and are therein set out. Page 1002 of this Abstract.

9. On September 17, 1906, C. P. Beck, Administratrix of S. L. Beck, executed a deed to J. M. Dowdle which recites the Bond for Title executed by S. L. Beck to J. M. Dowdle and recites that the purchase money had been paid to said C. P. Beck and contains the following statement "the following described tracts or parcels of land which was the property of myself as to the one tract and the other that of the said S. L. Beck in Swain County, etc." The deed also recites that the purchase money had been paid to Mrs. C. P. Beck and that the deed was made pursuant to the obligation contained in said Bond. It will be observed that C. P. Beck the wife of Samuel L. Beck was in fact the owner of the eastern half of Tract No. 18 and that S. L. Beck, her husband, was the owner of the western half. However, we have no further deed from Mrs. C. P. Beck for her interest in the eastern half of Tract No. 18 but are of the opinion that the execution of this deed by her pursuant to the Bond for Title given by her husband to J. M. Dowdle and the recitals contained therein would have the effect of establishing an estoppel against her and her heirs for that portion of Tract 18. This deed is recorded in Swain County. Page 1005 of this Abstract.

10. Another difficulty in connection with the foregoing deed from C. P. Beck, Administratrix of S. L. Beck grows out of the fact that the Statute, Section 91, Chapter 1 of the Consolidated Statutes of N. C. provides that an executor or administrator shall

have the power to execute deeds conveying lands for which bonds for titles or contracts had been executed by a deceased person, when the bond or other written contract has been duly proven and registered in the county where the lands are situated. It has been intimated by the court that such power did not exist unless such bond had been proven and registered prior to the execution of the deed - "Taylor against Hargrove 101 N.C. 145".

11. J. M. Dowdle and wife, S. L. Dowdle, by deed dated April 4, 1917, conveyed to the Champion Fibre Company a right of way thirty feet in width for a term of thirty years over Tract No 18. This deed is recorded in Swain County. Page 1006 of this Abstract.

12. While seized of the lands covered by Tract 18, J. M. Dowdle died leaving the following widow and heirs at law, to wit:

S. L. Dowdle, Widow
Charles Dowdle, wife Mattie
Mattie, married Fred Dowdle
Nola, married Clark Cass
Ora Dowdle, wife Bessie
John Dowdle, wife Flossie
Algeria, married Lewis Blankenship
Herbert Dowdle, wife Colie
Alfred Dowdle, wife Maud
Amy Dowdle, age 20 years
Jimmie Dowdle, age 17 years
Edward Dowdle, age 13 years

The title of J. M. Dowdle in Tract 18 is vested in the said widow and heirs at law, who are the present claimants.

A D V E R S E C L A I M

13. Grant No. 114 which was issued to W. H. Connor, assignee of R. P. Hyde on March 22, 1880 conveys a tract of 200 acres, covering a large portion of the western part of Tract No. 18 which laps upon Grant 7373, which was issued to S. L. Beck and under which J. M. Dowdle claims title. This grant is Senior to 7373, having issued about five years earlier as will appear from the Abstract. It was recorded in Swain County. Page 1007 of this Abstract.

14. W. H. Connor died and his interest in said grant descended to his heirs at law whose names are hereinbefore set out.

15. We then have a deed from Samuel L. Beck and wife C. P. Beck, A. G. Bradley and wife, M. J. Bradley, J. R. Beck and wife, N. E. Beck, D. F. Connor and wife, Margaret Connor, E. C. Connor, J. M. Kimsey, Guardian of Wilson Kimsey, W. E. Connor and wife, Alice Queen, E. Everett and wife, Lizzie Everett to Emma W. Post and J. L. Wolshaus. This deed is dated August 3, 1902, and covers the lands embraced in Grant 114. This deed is recorded in Swain County. Page 1008 of this Abstract.

16. The title from Emma W. Post and J. L. Welshaus acquired through the foregoing deed, subsequently became vested by mesne conveyances in the Champion Fibre Company, which now appears to be the owner in so far as disclosed by the records of the lands covered by Grant 114. The title to the Champion Fibre Company under this grant is set out in full in the Abstract of Title of the Champion Fibre Company, pages _____.

And while they appear to be the owners of the portion of Tract No. 18 covered by Grant 114, we are advised that J. M. Dowdle and those under whom they claim have been in possession probably for a sufficient time to mature title. We also find that the Champion Fibre Company as will appear by the Abstract accepted a lease for a right of way from J. M. Dowdle over these lands which would indicate that they made no specific claim to this portion of Tract 18. However, such interest as the Champion Fibre Company may have in Tract 114 is outstanding.

ABSTRACT OF DEED OR GRANT

Grantors

In Preamble	As Signed	As Acknowledged
W. H. Connor Heirs	A. C. Bradley & wife, M. J., D.F.Connor and wife, M.E., J.R.Beck and wife M.E., M.E.Connor & wife	A. J. Bradley & wf. M.I., D. F. Connor & wf. M.E. J. R.Beck and wife, M.E. W. E. Connor & wife, C.A.
Sam L. Beck and wife, C. P. Beck, Heirs of W. H. Connor	C. A. Connor D. K. Connor, M. H. Kimsey & Husband, J.M. E. C. Connor	E.C.Connor, D.D. Connor J. M. Kimsey M. H. Kimsey

1. Kind of Conveyance.....Warranty Deed.....
2. Date of Conveyance.....9-30-95.....
3. Is it properly executed.....No.....
4. Date of Entry and No.....
5. Before what Officer acknowledged.....J.P......
6. Acknowledgments, regular.....No.....
7. If irregular, copy in full on back.....
8. Did all grantors acknowledge.....No.....
9. Date of acknowledgment.....9-30-95.....
10. Was privity examination of wife taken.....No.....
11. Did officer affix Seal.....Yes.....
12. Was order or probate correct.....Yes.....
13. Does conveyance contain covenants—
14. Date of filing for record.....11-30-02.....
- (a) of seizin.....Yes.....
15. Book.....23..... Page.....585.....
- (b) power to convey.....Yes.....
- for.....Swain..... County.
- (c) against encumbrances.....Yes.....
16. Does deed contain any special limitations, provisions
or restrictions
- (d) against claims of all others.....Yes.....
17. Habendum clause (Quote fully).....To have and to hold the aforesaid tract or
parcel of land all privileges and appurtenances thereto belonging
to parties of the second part, their heirs and assigns, to their
only use and behoof, forever......

Exact Description of Property

BEGINNING at a white oak stump and runs South 54 West
65 poles to a chestnut oak; then South 30 East 20 poles
to a dogwood; then South 62 East 152 poles to a spruce
pine on the East bank of the river; then up the center
of said river as it meanders; then South 54 West to the
BEGINNING, containing 35 acres, the same less or more.

In Preamble

As Signed

As Acknowledged

N.C. 7373

S.L. Beck

1. Kind of Conveyance Grant 7373
2. Date of Conveyance 12-3-1885
3. Is it properly executed yes
4. Date of Entry and No. 12-16-78
5. Before what Officer acknowledged
6. Acknowledgments, regular
7. If irregular, copy in full on back
8. Did all grantors acknowledge
10. Was privy examination of wife taken
12. Was order of probate correct
14. Date of filing for record 7-1-86
15. Book 8 Page 88
for Swain County.
16. Does deed contain any special limitations, provisions or restrictions
17. Habendum clause (Quote fully)

Exact Description of Property

Beginning at a day wound S.W. Corner
of Collins tract (^{meaning} Grant 74) and run
S 50 or 44 poles to a Chestnut then S 45 E. 130
poles to a Chest then N 50 E. 94 poles to a
Spruce Pine then N 58 W. 152 poles to the
beginning.

1. Proceedings in all courts affecting the title of the lands abstracted must be set forth and attached hereto in chronological order, and in such detail as will show all jurisdictional facts averred in the proceedings, proper parties, sufficient service to bring all necessary parties into court, all orders and decrees up to and including confirmation of sale.

2. When minors, insane persons or any other persons for whom a guardian *ad litem*, committee and such like are required to be appointed, are interested, the appointment and acceptance must be shown; it must appear that all statutory requirements have been complied with. Give names of all plaintiffs and defendants.

vs

1. Court----- County-----
Before the Clerk Swain
2. Kind of action-----
Appointment of Adm.
3. Date of filing-----
Dec. 30, 1905
4. Date of filing *lis pendens*-----
5. Judgment recorded in Book----- Page-----

PROCEEDINGS

Order of Appointment:

Palestine Beck having applied for letters of Administration for the estate of S. L. Beck deceased and it appearing to the satisfaction of the Court that the said S. L. Beck died without leaving any Last Will and Testament and the said Palestine Beck having given a bond and subscribed to the oath as provided by law; It is ordered and adjudged by the Court that the said Palestine Beck be and she is hereby appointed administratrix of the estate of the said S. L. Beck deceased.

This 30th day of Dec. 1905.

(Signed) O. P. Williams

Clerk Superior Court.

Administrator's Oath.

THE STATE OF NORTH CAROLINA }
 } ss. In the Superior Court.
SWAIN COUNTY

I, Palestine Beck, do swear (or affirm) that I believe that S. L. Beck died without leaving any last Will and Testament; and that I will and truly administer all and singular the Goods and Chattles, Rights and Credits of the said S. L. Beck, and a true and perfect inventory thereof return according to law; and that all other duties appertaining to the charge reposed in me I will well and truly perform according to law with the best of my skill and ability: So help me, God.

her
(Signed) Palestine X Beck
mark

Sworn and subscribed before me, this 30 day of
Dec. 1905.

(Signed) O. P. Williams
C. S. C.

Application for Letters of Administration.

Swain County--in the Superior Court

In the Matter of the Administration) Before
of the Estate of) O. P. Williams, C. S. C.
S. L. Beck, deceased.)

Mrs. Palestine Beck, being sworn, doth say:

That S. L. Beck, late of said County, is dead, without leaving any Will and Testament, and that Palestine Beck is the proper person entitled to Letters of Administration on the estate of the said S. L. Beck. Further, that the value of said estate, so far as can be ascertained at the date of this application, is about \$2.00 and that Laura Jenkins, Leonora Beck, Elmira Ayers, Hettie Sutton, Cling Beck, Victor Beck, Harley Beck, Minnie Beck and Bessie Beck are entitled as heirs and distributees thereof.

Sworn to and subscribed before me this 20
day of Dec. 1905.

O. P. Williams

Clerk Superior Court

(Signed) Palestine X Beck
her
mark

ABSTRACT OF DEED OR GRANT

Grantees	In Preamble		As Signed		As Acknowledged	
	C. P. Beck Administratrix of S. L. Beck		her C. P. X Beck (Seal) mark Administrators		C. P. Beck	
	J. M. Dowdle					

1. Kind of Conveyance Deed
3. Is it properly executed yes
5. Before what Officer acknowledged J. M.
7. If irregular, copy in full on back
9. Date of acknowledgment Sept. 18, 1906
11. Did officer affix Seal
13. Does conveyance contain covenants—
 - (a) of seizin
 - (b) power to convey
 - (c) against encumbrances
 - (d) against claims of all others
2. Date of Conveyance Sept. 17, 1906
4. Date of Entry and No.
6. Acknowledgments, regular yes
8. Did all grantors acknowledge yes
10. Was privity examination of wife taken no
12. Was order or probate correct yes
14. Date of filing for record March 10, 1913
15. Book 58 Page 518
for Twain County.
16. Does deed contain any special limitations, provisions or restrictions
17. Habendum clause (Quote fully) TO HAVE AND TO HOLD the above granted premises to the said J. M. Dowdle, his heirs, to his and their only use and behoof forever.

Exact Description of Property

Witnesseth: That whereas the said S. L. Beck having died intestate, and whereas C. P. Beck has been made his legal representative.

Therefore in pursuance of an obligation by bond from said S. L. Beck to said James M. Dowdle to make him a good and sufficient deed to the following described tracts and premises of land, when a certain sum of money should become due and be paid, and

WHEREAS the said balance of purchase money has become due and being tendered to me, C. P. Beck, S. L. Beck's legal representative and the said payment having been by me accepted.

First Tract: BEGINNING at a white oak stump and runs South 54 West to a chestnut oak; then South 30 East 20 poles to a dogwood; then South 62 East 152 poles to a spruce pine on East bank of river; then up the center of said river as it meanders to a point that South 54 West will hit to the BEGINNING corner, containing thirty-five acres more or less.

Second Tract: BEGINNING at a dogwood, the Southwest corner of first tract and runs South 50 West 44 poles to a chestnut; then South 45 East 130 poles to a chestnut; then North 50 East 94 poles to a spruce pine; then North 58 West 152 poles to the BEGINNING, containing fifty-eight acres.

ABSTRACT OF DEED OR GRANT

Grantors
Grantees

In Preamble	As Signed	As Acknowledged
J.M. Dowdle and wife, S. L. Dowdle	J. M. Dowdle S. L. Dowdle	J. M. Dowdle S. L. Dowdle
Champion Fibre Company		

- Kind of Conveyance Right of way lease
- Is it properly executed Yes
- Before what Officer acknowledged J.P.
- If irregular, copy in full on back
- Date of acknowledgment 4-4-19
- Does conveyance contain covenants—
 - (a) of seizin
 - (b) power to convey
 - (c) against encumbrances
 - (d) against claims of all others
- Habendum clause (Quote fully)

- Date of Conveyance 4-4-17
- Date of Entry and No.
- Acknowledgments, regular Yes
- Did all grantors acknowledge Yes
- Was privity examination of wife taken Yes
- Was order or probate correct Yes
- Date of filing for record Yes
- Book 44 Page 17
for Spain County.
- Does deed contain any special limitations, provisions or restrictions

Exact Description of Property

On Coosa Luffy River, adjoining lands of D. P. Connor, John Kinsey and Champion Fibre Company, being lands upon which parties of the first part now reside.

Lease of thirty foot right of way for term of thirty years for a yearly rental of \$25.00.

ABSTRACT OF DEED OR GRANT

Grantees

In Preamble	As Signed	As Acknowledged
North Carolina 114		
W. H. Conner, Assignee of R. P. Hyde		

- | | |
|--|---|
| <p>1. Kind of Conveyance..... Grant # 114</p> <p>3. Is it properly executed.....</p> <p>5. Before what Officer acknowledged.....</p> <p>7. If irregular, copy in full on back.....</p> <p>9. Date of acknowledgment.....</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).....</p> | <p>2. Date of Conveyance..... 3-22-80</p> <p>4. Date of Entry and No.....</p> <p>6. Acknowledgments, regular.....</p> <p>8. Did all grantors acknowledge.....</p> <p>10. Was privy examination of wife taken.....</p> <p>12. Was order or probate correct.....</p> <p>14. Date of filing for record..... 11-10-80</p> <p>15. Book 2 Page..... 393</p> <p> for Swain County.</p> <p>16. Does deed contain any special limitations, provisions or restrictions.....</p> |
|--|---|

Exact Description of Property

"BEGINNING at a birch in or near the Love line near the head of Collins Creek on the East side and runs North 50 East with Loves 289 poles to a stake; then North 25 East 75 poles to a dogwood Henry Conner's Northwest corner of No. 74; then with Conner's line South 62 East 91 poles to a stake; then South 16 West 262 poles to a stake; then South 52 West 120 poles to a dogwood; then North 30 West 20 poles to the BEGINNING, containing 200 acres."

(See back of sheet)

(See back of sheet)

(See Back of Sheet)

Emma W. Post

J. L. Welshaus

1. Kind of Conveyance Warranty Deed3. Is it properly executed Yes5. Before what Officer acknowledged J.P., H.P.7. If irregular, copy in full on back 6-11-029. Date of acknowledgment 6-11-0211. 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 Yes2. Date of Conveyance 7-3-024. Date of Entry and No. Yes6. Acknowledgments, regular Yes8. Did all grantors acknowledge Yes10. Was privy examination of wife taken Yes12. Was order or probate correct Yes14. Date of filing for record 2415. Book Swain Page 1for 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 describe tract of land together with all the appurtenances and privileges thereto belonging unto the said Emma W. Post and J. L. Welshaus, their heirs and assigns forever.

Exact Description of Property

On waters of Coona Luffy River bounded on the East by Grant 10022, on South by Grant 10024, on North by lands of Samuel Beck, being lands covered by Grant 114 on Collins Creek, BEGINNING at a beech near Love line near head of Collins Creek on the East side N. 5 E. parallel with Love's line 200 poles to a stake N. 25 E. 75 poles to a dogwood; S. 32 E. 91 poles to a stake; S. 16 W. 262 poles to a stake; S. 52 W. 122 poles to a dogwood; N. 20 W. 20 poles to the BEGINNING, 200 acres.

IN PREAMBLE

AS SIGNED

AS ACKNOWLEDGED

Samuel L. Beck and
 wife, C. P. Heck
 A. J. Bradley and wife,
 M. J. Bradley,
 J. R. Beck and wife
 N. E. Beck,
 D. F. Connor and wife
 Margaret,
 E. C. Connor
 J. M. Kinsey Guardian
 of Wilson Kinsey,
 W. E. Connor and wife,
 Alice Connor
 E. Everett and wife
 Lizzie Everett

E. Everett
 E.C. Everett
 W. E. Connor
 Alice Connor
 S. L. Beck
 C. P. Beck
 E. C. Connor
 A. G. Bradley
 N. J. Bradley
 J. R. Beck
 N. E. Beck
 D. F. Connor
 Margaret Connor
 J. M. Kinsey, Gdn.

(the same)

ATTORNEY'S CERTIFICATE AND OPINION

Tract No. 18.

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.....:

Mrs. J. M. Dowdle

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. Subject to taxes.

2. The eastern half of this tract is a part of Grant No. 74, which became vested in W. H. Connor. He died leaving a number of heirs who conveyed this portion of Tract 18 to S. L. Beck and wife C. P. Beck, by deed dated September 30, 1895. Apparently, however, one of the heirs of W. H. Connor, to wit: J. D. Connor, did not join in this conveyance and if he is living or died leaving heirs, this interest would be outstanding.

3. The western half of Tract 18 became vested in S. L. Beck through Grant No. 7373 and subsequently S. L. Beck executed a Bond for Title to J. M. Dowdle for the whole of Tract 18. His wife, C. P. Beck, did not join in this Bond. It was not registered until September 6, 1929, after the death of J. M. Dowdle and after the death of S. L. Beck. Mrs. C. P. Beck, wife of S. L. Beck, qualified as Administratrix of S. L. Beck and executed a deed pursuant to said Bond for Title to said J. M. Dowdle. This deed is dated September 17, 1906. As the Bond for Title was not registered until 1929 there is some question as to the effect of this deed executed by Mrs. C. P. Beck, Administratrix, because of the fact that the statute Section 91, Chapt. 1 of the Consolidated Statute provides that an executor or administrator may execute a deed conveying lands for which a bond or contract had been executed by a deceased person, when the bond or other written contract has been duly proven and registered in the county where the land was situated. In the case of Taylor against Hargrave 101 N.C. 145, a question is raised as to whether this power is effective when such bond or contract is not registered.

Mrs. C. P. Beck, however, was the owner of the eastern half of Tract 18 and from the recitals contained in the deed made by her as Executrix, we are of opinion that this would be sufficient to convey good title as far as the eastern half of Tract 18 is concerned. The title to the western half will depend upon the validity of the deed made by Mrs. C. P. Beck, Administratrix to J. M. Dowdle.

4. Subject to outstanding claim now vested in the Champion Fibre Company under grant 114 dated March 22, 1860, which covers a

large portion of the western part of Tract No. 18, and is older than Grant 7373 under which J. M. Dowdle acquired title. It is quite probably, however, that the title of J. M. Dowdle has matured by adverse possession. It appears that the Champion Fibre Company subsequently accepted a deed for right of way from the said Dowdle over this tract, and as we understand it, the Champion Fibre Company does not claim any part of Tract 18. However, this defective title should be explained or cured.

5. The title to J. M. Dowdle in tract 18 is now vested in his widow and heirs at law as follows:

S. L. Dowdle, Widow
Charles Dowdle, wife Hattie
Mattie, married Fred Dowdle
Nola, married Clark Cass
Ora Dowdle, wife Bessie
John Dowdle, wife Flossie
Algeria, married Lewis Blankenship
Herbert Dowdle, wife Golie
Alfred Dowdle, wife Maud
Amy Dowdle, age 20 years
Jimmie Dowdle, age 17 years
Edward Dowdle, age 13 years.

6. Perhaps under all the circumstances in order to secure perfect title and on account of the number of minor children involved, it would probably be better to secure title by condemnation proceedings.

Heirs at law of J.M.Dowdel, deceased,

S.L.Dowdel, Widow

Swaine

Charles Dowdel, (wife Hattie)

~~H~~attie, married Fred Dowdle

Eola, married Clark Cass

Swaine

Ora Dowdle, wife Bessie

Ohio

John Dowdle, wife Flossie

Swaine

Algeria, married Lewis Blankinship

Swaine

Herbert Dowdle, wife Golie

Alfred Dowdle, wife Maud

Amy Dowdle, age 20 years

Swaine

Jimmie Dowdle, age 17 yeras

Swaine

Edward Dowdle, age 13 years.

Swaine

THIS AGREEMENT, made this 5th day of Sept 1927
 by and between (Mrs.) S. L. Dawdle widow

A.D. 1927,

of Swain County, North Carolina, hereinafter called the VENDOR, whether one or more, and THE STATE OF NORTH CAROLINA, hereinafter called the VENDEE:

WITNESETH:

That whereas Vendor is the owner of certain lands within the area designated by the Secretary of the Interior of the United States of America for a national park to be known as the Great Smoky Mountains National Park, under the provisions of the Act of Congress, 44 Statutes at Large 616, which lands are also embraced within the boundary mentioned in Chapter 48 of the Public Laws of North Carolina, Session of 1927:

And whereas the Vendee is desirous of acquiring title to said premises for inclusion in said Great Smoky Mountain National Park;

NOW, THEREFORE, the Vendor for and in consideration of the sum of ONE DOLLAR to him in hand paid, receipt of which is hereby acknowledged, and other valuable considerations moving him thereto, agrees to sell and convey in fee simple to the Vendee at the option and upon the demand of said Vendee, its successors and assigns, at any time within three (3) months from the date of these presents, all those certain lands situate in

Township,

County and State aforesaid, containing

acres, more or less, adjoining the lands of
 and others, bounded and described as follows:

T R A C T N O. 1 8.

Lying on the west fork of Ocona Luffy River.

Beginning at Corner 1; thence, with two lines of the Champion Fibre Co. Tract (1) South 50-51 West 10.15 chains, Corner 2 South 45-42 East 32.20 chains, Corner 3; thence, North 50-16 East with a line of the J. R. Kimsey Tract 16.65 chains, Corner 4; thence South 60-54 East 5.87 chains, Corner 5; 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 3.03 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 6; thence South 55-51 West 18.01 Corner 7; thence, South 22-33 East with the Champion Fibre Company line 5.00 chains, the place of beginning, containing 97.00 acres.

Also all other pieces, parcels or lots of land or interest in lands located within the area designated by the Secretary of the Interior as the "Great Smoky Mountains National Park".

The Vendor agrees to procure and have recorded at his own expense all such deeds and other evidences of title which he may be advised by the Attorney-General of North Carolina or his assistants are necessary and proper to vest in the Vendee good and sufficient title to said land.

The price to be paid for said lands by the Vendee is the sum of \$ 2000⁰⁰/₁₀₀ ~~xx~~, payable as follows:

Cash on delivery of deed

In the event the price is by the acre, such acreage shall be ascertained by an accurate survey made by the Vendee.

In the event that the title of the Vendor is not satisfactory to the Attorney-General of North Carolina, title may be acquired by the institution of condemnation proceedings, in which event the evidence to be presented by both parties to this agreement before the appraiser or appraisers in condemnation proceedings in the valuation of said land shall be the same price as stipulated in this agreement.

It is agreed that any demand or notice to the Vendor on the part of the Vendee of the acceptance hereof shall be through the Chairman or Executive Secretary of the North Carolina Park Commission.

IN WITNESS WHEREOF the said Vendor has hereunto set his hand and seal, the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of

} *S L Bowditch* (Seal)

My commission expires.....

COUNTY.

STATE OF NORTH CAROLINA Swain

I, Will W. Wiggins

a

Notary Public

in and for said County and State, do hereby certify that S. I. Dowdel, Widow

personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Let the instrument and the certificate be registered.

Witness my hand and notarial seal, this

5th day of September, A.D. 1929

Will W. Wiggins
Notary Public.

My commission expires Dec. 19, 1930.

STATE OF NORTH CAROLINA

The foregoing certificate of

N. P.

of Swain County, adjudged to be correct. Let the instrument and the certificate

be registered.

This 20 day of

Sept.

A.D. 1929

W. A. Proctor Clerk Superior Court.

Option

(Mrs.) S. I. Dowdel, Widow

TO

THE STATE OF NORTH CAROLINA

Consideration - - - \$ 2,000.00

Dated 5th day of Sept., 1929.

Filed for registration on the 20
day of Sept, 1929, at 2:30
o'clock P. M., and registered in the office
of the Register of Deeds for

Swain
County, North Carolina, on the 21
day of Sept, 1929, in Book
No. 5-8 of Deeds, at page 113

Ellis Bumette
Register of Deeds.

FEES.

ASHEVILLE, N. C.

 SEPTEMBER 12, 1929.

REPORT ON THE MRS. J. M. DOWDLE TRACT - NO. 18, 97 ACRES.LOCATION:

This tract is located above Smokemont on the Oconalufy River, and adjoins the lands of the Champion Fibre Company, as well as some small property owners.

DESCRIPTION:

It is a home farm tract, occupied by the owner, considerable flat land under cultivation, the woodland being steep.

IMPROVEMENTS:

The improvements are: 1 log house, 2 3-room box houses and 2 shacks; 20 acres under cultivation, and about 60 fruit trees. The houses are all in poor condition.

VALUATION:

Log dwelling house, with side kitchen	\$200.00
2 3-room box houses	250.00
2 lumber shacks	150.00
20 acres flat land, under cultivation	600.00
10 acres old field and pasture	130.00
67 acres woodland	670.00
	<hr/>

TOTAL

\$2000.00

The option price is \$2000.00.

R. M. L. L. L.

S. F. Chapman

J. H. Moody

APPRAISERS.

NORTH CAROLINA PARK COMMISSION, ASHEVILLE, N. C.

We beg to report on the Mrs. J. M. Dowdle, Tract No. 18, which we visited on April 10, 1930 and found as follows:

40 acres good upland	\$800.00
57 acres mountain land	285.00
1 house	50.00
1 paled garden	20.00
1 other house	200.00
1 stable	5.00
1 third house (3 rooms)	100.00
1 fourth house	50.00
1 fifth house	100.00
1 other paled garden	20.00
30 peach trees	30.00
66 apple trees	132.00
	<u>\$1792.00</u>