

Analysis of Title

Tract No. 26.

Laura Bradley Queen--26.13 Acres.

1. Tract No. 26 is almost entirely covered by Grant No. _____ known as the Welch 150 acre tract. We have not been able to find a grant covering this tract, though references are contained in conveyances made thereunder referring to the grant as having issued and giving the description contained in it.

A small corner of Tract No. 26 at the extreme Southwest part is covered by Grant 417, which was issued to Isaac Bradley.

2. The title under the above grants down to and including the Will of Jasper Bradley is fully set out in the Abstract of title to Tract 25 beginning on page _____. It is a part of the Jasper Bradley tract and all of the tracts embraced in the Jasper Bradley lands, to-wit: Tracts No. 25, 26, 27, 28, 29, 30 and 31 are covered by the conveyances set out under Abstract of Title to Tract 25.

3. Jasper Bradley executed his will dated September 16, 1924, in which he devised to Laura Bradley, who subsequently married W.E. Queen, "all of the lands embraced in the Thomason Field and taking all the lands in the Field to the top of the ridge, containing thirty acres".

This will appoints J.P. Randolph as Executor, with full power and authority to sell, invest, exchange, manage, control any of the property of the estate without application to any court. This will was duly probated and J. P. Randolph qualified as executor. He subsequently made specific surveys of the parcels of land which the will undertook to devise and executed deeds to each of the children and grand-children of Jasper Bradley for the lands devised to them in the will. All of these deeds are of record except we fail to find the deed from J. P. Randolph to Laura Bradley Queen. Due to the fact that the description in the will is not specific this deed should be obtained and recorded or a new conveyance from John P. Randolph, Executor, secured. This will is fully set out in Abstract of Title under Tract No. 25, page _____.

PRIOR CONVEYANCES

4. Prior to his death, Jasper Bradley executed a deed for a right of way to the Champion Fibre Company dated March 15, 1917. This deed conveys a right of way thirty feet wide through

and over the lands described therein and including Tracts 26, 27 and 28 of the Jasper Bradley lands. This deed is recorded in Swain County. Page 283 of this Abstract.

5. On March 15, 1920, Jasper Bradley and wife, R. P. Bradley, executed a lease to Champion Fibre Company reciting the former lease for a right of way across Tract No. 26 and among other things provided for the use by the Champion Fibre Company of said lands or a portion of them for the construction, maintenance and use for boarding houses, camps, dwellings etc. This lease is registered in Swain County, page 285 of this Abstract.

ABSTRACT OF DEED OR GRANT

In Preamble

As Signed

As Acknowledged

Jasper Bradley

Jasper Bradley
her
R. P. X Bradley
mark

Jasper Bradley
R. P. Bradley

Champion Fibre Co.

- Kind of Conveyance Lease of Right of Way
- Date of Conveyance March 15, 1917
- Is it properly executed.....
- Date of Entry and No.....
- Before what Officer acknowledged..... J. P.
- Acknowledgments, regular yes
- If irregular, copy in full on back.....
- Did all grantors acknowledge yes
- Date of acknowledgment March 15, 1917
- Was privy examination of wife taken..... yes
- Did officer affix Seal yes
- Was order or probate correct yes
- Does conveyance contain covenants—
- Date of filing for record March 20, 1917
- (a) of seizin.....
- Book 44 Page 213
- (b) power to convey.....
- for County.
- (c) against encumbrances.....
- Does deed contain any special limitations, provisions or restrictions
- (d) against claims of all others.....

- Habendum clause (Quote fully) TO HAVE AND TO HOLD said right of way and other rights hereinbefore granted through and over said lands, together with all privileges and appurtenances thereunto belonging, subject to the terms and conditions aforesaid, unto the said Champion Fibre Company, party of the second part, its successors, either as a
common or private carrier, for a term of 30 years from this date.

WITNESSETH:

That the said Jasper Bradley and wife R. P. Bradley parties of the first part for and in consideration of the sum of \$40.00 as a annual rental to be paid to the said Jasper Bradley and R. P. Bradley their heirs and assigns, by the Champion Fibre Co., its successors and assigns, in accordance with terms and conditions hereinafter set out, have granted and leased and by these presents do hereby grant lease and demise to the Champion Fibre Co. party of the second part its successors and assigns a right of way 30 feet wide through and over the hereinafter described pieces or parcels of land for the purpose of constructing maintaining and operating a standard or narrow gage railroad either as a common carrier or private carrier, and further all necessary land for side track, yards, etc., to be used in connection with the operation of the said railroad, together with the rights of ingress, egress, and regress necessary for the construction and maintenance of the said railroad and the operation of the same for the transportation and marketing of the timber products of the said Champion Fibre Co., from the lands recently purchased by the same from the Southern Spruce Co., as well also as any and all other timber and timber products and other freight which may hereafter desire to transport for its self and for others through and over said railroad for the term of 30 years from this date.

The lands of the parties of the first part through and over which this right of way and yard space is granted being described as follows:

FIRST TRACT: Being a tract situate in Swain County, North Carolina on the West side of the left or Mingus Prong of the Ocona Luffy River extending from the line of the W. C. Mendenhall lease to the line of John C. Reagan.

SECOND TRACT: Being that tract situate on the South side and West side of the right or Bradley Prong of the Ocona Luffy River extending from the line of the W. C. Mendenhall lease along the river to the line of W. W. Queen. The route for the said railroad and side tracks to be selected by the Champion Fibre Company parties of the second part to be located by a survey to be hereafter made by it, but to be so located as to do the least possible damage to the property of the parties of the first part, as as to give the most practicablerroute.

It is further stipulated as a part of this grant of right of way that the annual payment of the \$40.00 hereinbefore provided for shall be due and payable on or before the first day of April to each and every year, and upon failure of the said Champion Fibre Company to make said payments as herein provided the said Jasper Bradley and wife R. P. Bradley parties of the first part their heirs and assigns, shall make demand upon the said Champion Fibre Company parties of the second part its successors or assigns, for payment of the said annual rental of \$40.00 and if the said Champin Fibre Company parties of the second part its successors and assigns shall fail to make said payments of \$40.00 within 60 days as demand shall have been made aforesaid then and in that event the said Jasper Bradley and wife R. P. Bradley parties of the first part their heirs and assigns may the their option declare this said lease of right of way forfeited and all right arising hereunder shall instantly cease and determine upon such declaration by the said parties of the first part their heirs and assigns, but in case of forfeiture of this lease for any cause as also in any case of its natural experation the said Champion Fibre Company its successors and assigns is hereby given 8 months in which said time to remove any and all property it may have placed upon the above premises during the rights of this said lease.

ABSTRACT OF DEED OR GRANT

Grantors

In Preamble	As Signed	As Acknowledged
Jasper Bradley and wife R. P. Bradley	Jasper Bradley her R. P. X Bradley mark	Jasper Bradley R. P. Bradley
Champion Fibre Co.		

1. Kind of Conveyance Lease of Right of Way
2. Date of Conveyance March 15, 1920
3. Is it properly executed.....
4. Date of Entry and No.....
5. Before what Officer acknowledged R. P.
6. Acknowledgments, regular yes
7. If irregular, copy in full on back.....
8. Did all grantors acknowledge yes
9. Date of acknowledgment March 26, 1920
10. Was privy examination of wife taken yes
11. Did officer affix Seal yes
12. Was order or probate correct yes
13. Does conveyance contain covenants—
14. Date of filing for record March 29, 1920
15. Book 48 Page 301
- (a) of seizin.....
- for County.
- (b) power to convey.....
16. Does deed contain any special limitations, provisions
- (c) against encumbrances.....
- or restrictions
- (d) against claims of all others.....
17. Habendum clause (Quote fully).....

Exact Description of Property

WHEREAS on the 15th day of March 1917 Jasper Bradley and wife R. P. Bradley of Swain County, North Carolina hereafter called the parties of the first part executed a certain lease for a right of way to the Champion Fibre Company, a corporation organized and existing under and by virtue of the laws of the State of Ohio, hereafter called parties of the second part. That under the terms of said lease the parties of the second part, its successors and assigns was granted a 30 feet right of way over and through the land described in said lease for construction, maintenance and operation of a railroad, together with necessary land for side track, yards, etc., together with the necessary right and privilege of entering up said land for the construction, maintenance and operation of any railroad constructed up said right of way.

That since the execution of said original lease it has been found necessary to use a certain portion of the right of way covered by the said lease, as a location for camps, boarding houses, dwellings and other structures, and also that the party of the second part requires certain other lands adjacent to said right of way for other buildings operations, and

WHEREAS it has been agreed between all parties hereto, that the said Champion Fibre Company, its successors and assigns, shall lease from the parties of the first part as a location for

the construction, maintenance and use of boarding houses, camps, dwellings and other structures, the lands hereinafter described, which said lease shall extend for the same period of time as is provided in the said lease of March 15, 1917, to-wit: thirty years from date of said original lease and that the annual rental to be paid by the party of the second part its successors and assigns, to the said parties of the first part and heirs and assigns, shall pay \$50.00 per year, payable at the same time and under the same terms and conditions as are provided in said original lease date March 15, 1917.

NOW; THEREFORE, in consideration of the premises and for the sum of \$1.00 to the parties of the first part by the parties of the second part, the said parties of the first part do hereby let, demise and lease unto the said parties of the second part, its successors and assigns, all of the level or flat lying on the West side of the Bradley Prong of Oona Luffy River, extending from the line of the W. C. Mendenhall lease along said river to the line of W. E. Queen.

It being understood and agreed that the said party of the second part its successors and assigns, shall have the right of ingress and egress over and through said land for the period of time above mentioned, together with the right to use the same either as railroad right of way, or for any other purpose mentioned in said original lease, and that it or they shall have the further right to use said land as a location for the kind and character of buildings, above to use said land as a location for the kind and character of buildings above mentioned upon the same date and subject to the same terms and conditions hereby made.

ATTORNEY'S CERTIFICATE AND OPINION

Tract No. 23.

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.....:

Laura Bradley Queen

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. Subject to right of way of Champion Fibre Company contained in deed made by Jasper Bradley dated March 15, 1917.
3. Subject to outstanding interest, amounting to 2/21sts in the heirs at law of John Bradley, who was a son of Thomas Bradley. Apparently John Bradley died seized of a one-seventh interest in these and other lands and we find a conveyance from Mariah Trantham and husband, Berton Trantham, apparently for their one-third of one-seventh interest in the Jasper Bradley property and apparently Mariah Trantham was one of the children of John Bradley. The remaining portion of the interest of said John Bradley is outstanding.
4. Subject to the same discrepancy in description contained in the deed from Isaac Bradley to Thomas Bradley referred to in the opinion upon the title to Tract No. 25. If the calls are run as given in this deed the North-western corner of No. 26 would not be covered by the deed and would be outstanding in the heirs at law of Isaac Bradley.
5. Subject to Lease from Jasper Bradley and wife, R. P. Bradley to Champion Fibre Company dated March 15, 1920, and registered in Book 48, page 301.

Laura Bradley Green
Copy of deed -

NORTH CAROLINA

SWAIN COUNTY.

THIS INDENTURE, made this the 14th day of November, 1924, between J. P. Randolph of Bryson City, Swain County, State of North Carolina, Executor of the last will and testament of Jasper Bradley deceased, and Laura Bradley of said County and State:

W I T N E S S E T H :

THAT WHEREAS, the said Jasper Bradley in order to enable his Executor to carry into effect his intentions did in and by his last will authorize and empower his said Executor, in any manner which he should deem proper, to make and deliver deeds to his heirs of all real estate owned by said Testator with the exception of a certain tract of timber land, which said timber land was and is to be sold by the said Executor.

NOW, THEREFORE, by authority to me given by the said Jasper Bradley in his last will, I, J. P. Randolph, Executor of Jasper Bradley as aforesaid, in consideration of the sum of One (\$1.00) Dollar to me paid by the said Laura Bradley of Swain County, North Carolina, the receipt of which is hereby acknowledged, do hereby sell and convey to the said Laura Bradley, her heirs and assigns, the following described parcel of real estate, which was the property of the said Jasper Bradley, deceased, situated in Swain County, North Carolina, and bounded and described as follows, to-wit:

BEGINNING on a 13" Chinquapiñ at the edge of woods near the Champion Fibre Club House and runs up the Bradley prong divide as it meanders, N. 13 W. 360 ft. then N. 31½° W. 169 ft. then N. 25 W. 500 ft. then N. 45 W. 340 ft.; then N. 15 W. 82 ft.; then N. 45 W. 320 ft.; then N. 3° E. 240 ft. to a locust stake on a knob an old corner; then E. with an old line 990 ft. to a double chestnut on West bank of right hand prong of Luffy River; then down the river as it meanders, S. 40 E. 460 ft. then S. 16 W. 340 ft. then S. 24 W. 400 ft. then S. 10E. 200 ft. to a stake on the bank of the river; corner of Club House tract; then with the line of Club House tract S. 46 W. 420 ft. to the BEGINNING, containing 20 acres more or less, surveyed November 11, 1924, by W. W. Wiggins, Surveyor.

TO HOLD the afore granted premises to her, the said Laura Bradley, her heirs and assigns, to her only use forever.

IN WITNESS WHEREOF, I, the said J. P. Randolph, Executor as aforesaid, have hereunto set my hand and seal, this the 14th day of November, 1924.

J. P. Randolph (SEAL)
EXECUTOR OF JASPER BRADLEY, DECEASED.

NORTH CAROLINA
SWAIN COUNTY.

I, V. A. Browning, Clerk of the Superior Court, hereby certify that the said J. P. Randolph personally known to me and in person appeared and signed the foregoing deed of conveyance, this Sept. 24, 1929.

V. A. Browning
CLERK OF THE SUPERIOR COURT.

Registered in Swain County Sept., 24, 1929, in Book 56, page 371.

STATE OF NORTH CAROLINA

Swain

COUNTY. }

THIS AGREEMENT, made this 31 day of Feb A.D. 1930,
by and between R. J. Queen & Wife Laura Bradley Queen,

of _____ 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 months from the date of these presents, all those certain lands situate in Ocona Luffy Township, _____ County and State aforesaid, containing 26 13/100 acres, more or less, adjoining the lands of _____ and others, bounded and described as follows:

TRACT NO. 26.

Lying on the west bank of Bradley Fork of Ocona Luffy River,

BEGINNING at corner 1; thence South 87-08 East with a line of the Queen tract 14.77 chains, corner 2; thence down the river with its meanders South 60-52 East 2.16 chains; South 36-13 East 4.43 chains; South 2-05 West 4.45 chains; South 39-43 West 2.34 chains; South 26-40 West 5.83 chains; South 19-05 East 4.33 chains, corner 3; thence South 46-00 West 6.70 chains, corner 4; thence up the ridge with its meanders North 16-10 West 1.83 chains; North 11-26 West 2.37 chains; North 25-33 West 3.39 chains; North 28-36 West 1.43 chains; North 17-12 West 2.14 chains; North 26-33 West 2.72 chains; North 28-40 West 1.70 chains; North 48-47 West 3.74 chains; North 13-56 West 1.22 chains; North 45-25 West 1.40 chains; North 42-55 West 3.19 chains; North 11-56 West 2.07 chains; North 15-31 East 1.70 chains, the place of beginning, containing 26.13 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".

Option

R. J. Queen + wife
Laura Beale Queen

TO

THE STATE OF NORTH CAROLINA

Consideration - - - \$

Dated 21st day of July, 1930

Filed for registration on the 1

day of March, 1930, at 9:00

o'clock A.M., and registered in the office

of the Register of Deeds for

Swain

County, North Carolina, on the 1

day of March, 1930, in Book

No. 58 of Deeds, at page 175

Ellis Burnett

Register of Deeds.

FEEES.

STATE OF NORTH CAROLINA

The foregoing certificate of

Swain County, H. C. Wadsworth C. S. T.

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

This 1st day of March A.D. 1930

W. A. Beerman, Clerk Superior

P. O. Box 1252
Asheville, N. C.

February 25, 1930.

Mrs. R. T. Queen,
Route #3,
Box 76,
Edenton, Georgia.

Dear Mrs. Queen:

We are enclosing you the papers which you entrusted to us, after having taken copies of same.

We have had our attorney examine these papers, and we call your attention to the following clauses which we have marked with red pencil, and especially the end of the clause which reads: "the said Champion Fibre Company, its successors and assigns, is hereby given eight (8) months in which said time to remove any and all property it may have placed upon the above premises during the life of this said lease".

We also call your attention to the additional lease of March 26, 1920 and the clause which we have marked in red pencil on page 2, reading as follows:

"and under the same terms and conditions as are provided in said original lease dated March 15, 1917".

Our attorney states that in his opinion, these two clauses plainly set forth the fact that the Champion Fibre Company have the right to remove the buildings and that they cannot be delivered by you.

We regret this, as we would like very much to see you get the money if this property belonged to you, but the conditions which we cite, and which, of course, have to govern our trade with you appear to be otherwise.

We are prepared to handle the transactions on the property with you with dispatch, and to pay you the \$1500.00 agreed upon any time the title is passed by the attorney.

Mrs. R. T. Queen--2

February 25, 1930.

Please read the contracts and let us know what you have to say about it.

Yours truly,

NORTH CAROLINA PARK COMMISSION

By W. H. Woodbury,
Purchasing Agent.

WHW:H
Encl

NORTH CAROLINA PARK COMMISSION

ASHEVILLE, N. C.

March 5, 1930

REPORT ON THE LAURA BRADLEY-QUEEN TRACT - NO. 26, 26.13 ACRES

- LOCATION: This property is located at Smokemont, on the Ocona Luffy River.
- DESCRIPTION: This piece of property is leased to the Champion Fibre Company and they have a great many buildings on it. There are 6 acres of level creek bottom land, balance being cut-over wood land.
- IMPROVEMENTS: There are no improvements except those that belong to Champion Fibre Company, who have the right to remove them.
- VALUATION: Appraisers put a value on this tract of \$1500.00, and have taken an option for same.

Done Rhea

S. F. Chapman

W. H. Manning
APPROVED

Eatonville Pa.

6/3/1930.

N.C. Park Commission
Asheville N.C.

My Dear Sirs.

I will write you
a few lines in regards
to our land.

We are ready to sell
providing we can
reserve the rights to
the payment on that
lease that is on the
land.

as you all talked
when you were
down here.

Please let me know
at once what you
will do.
yours Truly
Mrs R. T. Queen

606 City Building,
P. O. Box 1232,
Asheville, N. C.

June 5, 1930.

Mrs. R. T. Queen,
Eatonton, Ga.

Dear Madam:

Replying to your letter of June 3:

Inasmuch as we had no reply to our letter of February 25, 1930, your land was placed in condemnation along with a number of other tracts in the Oconalufly Valley some weeks ago.

The appraisers appointed by the Court fixed a value of \$1,500.00 on your place, and it is my understanding that this amount of money will be placed in the hands of the Clerk of Court of Swain County, about the middle of this month.

Very truly yours,

Verne Rhoades,
Executive Secretary.

606 City Building,
P. O. Box 1232,
Asheville, N. C.

June 30, 1930.

Mrs. R. T. Queen,
Route 3, Box 76,
Eatonton, Ga.

Dear Madam:

Your letter of June 26 is received.

Our Title Attorney, Hon. Zebulon Weaver, advises me that the check for \$1,500.00 for your place was paid into the office of the Clerk of the Superior Court of Swain County, Bryson City, North Carolina, about the 14th of June, 1930.

It may be that the Clerk of the Court does not know that your name, Mrs. R. T. Queen, is the same as Laura Bradley Queen. The tract was condemned under the name of Laura Bradley Queen, and perhaps if you would write him and tell him that you are Laura Bradley Queen, it would clear the matter up.

If you do not hear from the Clerk promptly, please advise us, and we will have Mr. Weaver go to see him.

Very truly yours,

Verne Rhoades,
Executive Secretary.

Summers Co.
Georgia.

6/26/30

Worth Co. Post Commission
Ashtville N.C.

Dear Sir

Your letter received June
7th saying that my
bond was condemned
and the money would be
placed in the Clerk's hands
of Sumner Co. I have written
the Clerk of Sumner Co but
have not any reply from him
So please let me hear
from you all at an
early date.

Respectfully,

Mrs R T Queen
Fulton R. I. Box 76 Ga

606 City Building,
P. O. Box 1232,
Asheville, N. C.

July 10, 1930.

Mrs. R. T. Queen,
Route 3,
Box 76,
Eatonton, Ga.

Dear Madam:

Replying to your letter of July 7th:

I am turning your letter over to our title attorney at Bryson City, Mr. Zabulon Weaver, and I hope that this matter can be brought to a speedy close.

There is no reason, however, why the Clerk of the Court should not answer your communication to him in regard to your check.

Yours truly,

Verne Rhoades,
Executive Secretary.

606 City Building,
P. O. Box 1232,
Asheville, N. C.

July 10, 1930.

Mr. Zebulon Weaver,
Bryson City, N. C.

Dear Mr. Weaver:

The enclosed letter from Mrs. Queen has reference to \$1500 that was paid to the Clerk of the Court some time ago.

I have been unable to make Mrs. Queen understand that it must be through her own efforts that she get the money from the Clerk. Perhaps while you are on the ground, you can advise her direct, or have the Clerk of the Court advise her.

Yours very truly,

Verne Rhoades,
Executive Secretary.

VR:H