

DESCRIPTION OF THE BOUNDARY
OF THE
TOM CHILDERS TRACT (51)

Lying in the western water-shed of the Oconsa Lufty River on Couches Creek.

Beginning at Corner 1, a planted stone shown as corner by T. L. Lovin, which is corner 5 of the Champion Fibre Co. Tract (1-f) and Corner 8 of the W.W. Rogers Tract (52), running thence with two lines of the Champion Fibre Co. Tract (1-f).

N. 87-35 W.

16.08 Corner 2, an ash snag, in forks of small stream, blazed and scribed T. C. Cor. 2, shown as corner by T. L. Lovin.

S. 88-06 W.

5.09 Corner 3, a planted stone with witnesses on top of a ridge, shown as corner by T. L. Lovin and Tom Childers, Corner 7 of the Champion Fibre Co. Tract (1-f), Corner 14 of the Champion Fibre Co. Tract (1-g), and Corner 4 of the J. E. Coburn Tract (100), running thence with two lines of the Champion Fibre Co. Tract (1-g).

S. 0-15 W.

15.91 Corner 4, a planted stone.

Thence, S. 1-08 W.

3.50 Forks of Couches Creek.

28.81 Corner 5, a chestnut post scribed T.C. Cor. 4, on top of ridge between Couches Creek and Mingus Creek, the dividing line between Childers and F.F. Floyd.

Thence, with the meanders of the ridge and the F.F. Floyd Tract (91).

S. 72-37 E.

5.32 A Point.

S. 58-3¹₄ E.

6.11 A Point.

N. 86-01 E.

6.64 Cor 6. A stake - scribed - F.F. Cor. IX

N. 80-29 E.

5.96 A Point.

N. 84-19 E.

4.94 A Point.

N. 64-49 E.

2.23 A Point.

N. 69-45 E.

5.14 Corner **7**, a planted stone beside a 5" chestnut scribed W.R. C.V. on a ridge, a common corner to the W.W.Rogers Tract (52), the H. K Revis Tract (53), and the W. H. Queen Tract (56), thence with 4 lines of the W. W. Rogers Tract (52).

N. 41-34 W.

24.07 Corner **8**, planted stone in place of birch, old marked corner.

A 20" beech scribed B.T.W.R. C-VI, as witness.

N. 60-06 E.

5.28 Corner **9**, stake in place of spanish oak ~~scribbed~~ W.R.C. VII, on top of ridge.

N. 0-33 E.

25.09 Corner **10**, a stake scribed W.R.C. VIII.

A 4" chestnut scribed B.T.W.R.C.VIII, bears S. 32-30 E. .24 chain distant.

N. 89-44 W.. 89-44 E.

1.62 To the place of beginning, containing 115.46 acres.

NORTH CAROLINA PARK COMMISSION

ASHEVILLE, N. C.

REPORT ON THE THOMAS CHILDERS TRACT - NO. 51.

LOCATION: This tract of 115.46 acres is situate on Couches Creek, a tributary of Oconaluftry River. It is located back from the river about a mile.

DESCRIPTION: This is a typical mountain farm, with its greatest acreage in woodland. There are a few acres of field in cove, and a few more acres lie on slope that were once in cultivation, but have been abandoned and have now reverted to young timber growth.

IMPROVEMENTS: The only improvements are two 3-room box houses and one box barn, with some poor fencing which has no real value.

OPTION: This tract has been optioned for \$1,050.00.

VALUATION: The appraisers fix the following values on the tract:

Two 3-room box houses and one box barn combined	\$100.00	
6 acres cultivated land	@ \$15.00	90.00
5 acres abandoned fields	@ 10.00	50.00
104.46 acres cutover land	@ 10.00	1044.60
Total valuation		\$1284.60

The tax valuation of the property is \$1,000.00.

RECOMMENDATION: The appraisers recommend that this tract be purchased, as the option price is less than the valuation found by the appraisers. It helps to block in the other mountain farms adjoining the Champion Fibre Company in the Oconaluftry Valley section.

Analysis of Title

Tract No. 51.

Thomas C. Childers

This tract is embraced within the boundaries of Grant No. 7618 and 8437. A portion of the northern part of this tract is also covered by Grant No. 224 known as the Cathecart Grant. We do not derive any title through the Cathecart Grant but depend upon long continued possession under Grant 7618 under which title as against the Cathecart Grant has matured in Thomas Childers and those under whom he claims.

1. Grant No. 7618 was issued to J. S. Connor on April 3, 1886 for 160 acres and covers the northern portion of Tract 51. See page 604 of Abstract.

2. J. S. Connor by deed dated October 7, 1887 conveyed to H. K. Gass a tract of land containing 62½ acres being a part of Grant No. 7618 and covering the northern portion of Tract 51. Page 605 of Abstract.

3. H. K. Gass and wife E. H. Gass by deed dated June 16, 1888 conveyed the same 62½ acres tract to W. H. Queen. This deed is registered in Swain County. Page 606 of Abstract.

GRANT NO. 8437.

4. Grant No. 8437 was issued to W. H. Queen on April 3, 1888, for a tract of land containing 203 acres and including the southern portion of Tract 51. This grant is recorded in Swain County. Page 607 of Abstract.

5. W. H. Queen and wife Sarah Queen, executed a deed dated September 6, 1901 to J. H. Smith and wife, S. T. Smith, for a tract of land containing forty acres and covering the northern portion of Tract 51. This deed is recorded in Swain County. Page 608 of Abstract.

6. J. H. Smith and wife, S. T. Smith, by deed dated December 19, 1906, conveyed to Thomas Childers and wife, Bertha Childers, the forty acre tract above described. This deed is recorded in Swain County. Page 609 of Abstract.

7. We then have a deed from W. H. Queen and wife, S. A. Queen to Thomas Childers, dated January 22, 1907, conveying a tract of fifty-five acres, covering the southern portion of tract No. 51. This deed is recorded in Swain County. Page 610 of Abstract.

8. Thomas Childers and wife, Bertha Childers, conveyed to W. G. Hall, by deed dated November 5, 1919, the fifty-five acre tract above described. This deed is recorded in Swain County. Page 611 of Abstract.

9. By a further deed dated November 8, 1919, Thomas Childers and wife, Bertha Childers, conveyed to W. G. Hall the forty acre tract above described. It covers the Northern portion of Tract No. 51 and is recorded in Swain County. Page 612 of Abstract.

10. W. G. Hall executed a deed of trust, dated May 3, 1920, to G. H. Smathers, Trustee, for Champion Fibre Company covering the lands referred to in above deeds and containing altogether 437 acres. This deed in trust is registered in Swain County. Page 613 of Abstract.

11. W. G. Hall, then by deed dated September 20, 1921, conveyed back to Thomas Childers the two tracts of land described in the above deeds, one containing fifty-five acres and one containing forty acres. This deed is recorded in Swain County. Page 614 of Abstract.

12. We then find a deed from George H. Smathers, Trustee to Thomas Childers dated November 29, 1922, conveying certain lands therein described covering the tracts conveyed by Thomas Childers to W. G. Hall, by deed dated November 5, 1919 and recorded in Book 47, page 189 and re-conveyed by the said Hall to Thomas Childers by deed dated September 20, 1921 and recorded in Book 49, page 504. The purposes for which these deeds were made are fully set out as will appear by the Abstract, page 616.

DEEDS OF TRUST

13. Thomas Childers and wife, Bertha Childers, executed a mortgage to J. H. Connor dated December 27, 1906 conveying the forty acre tract referred to in the above conveyance. This deed is duly recorded in Swain County but has not been canceled. The indebtedness for which this deed in trust was given matured on April 27, 1907 and is barred by the lapse of time under Section 2589 of the Consolidated Statutes of North Carolina. However, if cancellation can be secured it should be done. Page 618

14. The following Deeds of Trust which have been canceled appear on record:

(a) Thomas Childers to J. E. Freeman, Trustee for J. R. Jenkins dated November 17, 1915. Page 619 of Abstract.

(b) T. C. Childers and wife, to S. W. Black, Trustee for H. T. Melon dated January 27, 1917 and recorded in Swain County. See page 620 of Abstract.

JUDGMENTS

There is one judgment of record against Tom Childers in favor of Henderson and Fincher for \$17.40 and \$2.00 costs. This judgment, however, was docketed on December 15, 1915 and as more than ten years has expired it is not now a lien upon the property.

ABSTRACT OF DEED OR GRANT

Grantors
Grantees

In Preamble

As Signed

As Acknowledged

North Carolina 7618		
Joel S. Conner		

1. Kind of Conveyance **Grant 7618**
2. Date of Conveyance **4-8-86**
3. Is it properly executed.....
4. Date of Entry and No. **367**
5. Before what Officer acknowledged.....
6. Acknowledgments, regular
7. If irregular, copy in full on back.....
8. Did all grantors acknowledge.....
9. Date of acknowledgment.....
10. Was privy examination of wife taken.....
11. Did officer affix Seal.....
12. Was order of probate correct.....
13. Does conveyance contain covenants—
 (a) of seizin.....
 (b) power to convey.....
 (c) against encumbrances.....
 (d) against claims of all others.....
14. Date of filing for record **8-5-91**
15. Book **13** Page **3** County.
16. Does deed contain any special limitations, provision or restrictions.....
17. Habendum clause (Quote fully).....

Exact Description of Property

160 Acres.

On Couche's Creek.

BEGINNING at a spruce pine, on the bank and runs North 70 poles to a stake; thence West 160 poles to a stake; thence South 100 poles to a stake; thence East 160 poles to a stake; thence North 30 poles to the BEGINNING.

ABSTRACT OF DEED OR GRANT

Grantors

In Preamble

As Signed

As Acknowledged

J. S. Conner and wife Catherine	J. S. Conner and wife Catherine	J. S. Conner and wife Catherine
H. K. Gass		

- Kind of Conveyance **Warranty Deed**
- Is it properly executed **yes**
- Before what Officer acknowledged **J. P.**
- If irregular, copy in full on back
- Date of acknowledgment **10-7-87**
- Did officer affix Seal
- Does conveyance contain covenants
 - of seizin **yes**
 - power to convey **yes**
 - against encumbrances **yes**
 - against claims of all others **yes**

17. Habendum clause (Quote fully). **To have and to hold the aforesaid tract or parcel of land and all privileges and appurteanances thereto belonging to the said H. K. Gass, heirs and assigns to their only use and behoof forever.**

Exact Description of Property

"BEGINNING on a spanish oak and runs
 North 100 poles to a hickory,
 West 100 poles to a stake and pointer,
 South 100 poles to a spanish oak in H. S. Conner line;
 Then with said line
 East 100 poles to the BEGINNING, containing 62 $\frac{1}{2}$ acres."

ABSTRACT OF DEED OR GRANT

Grantors
Grantees

In Preamble	As Signed	As Acknowledged
H. K. Gass and E. H. Gass, his wife	H. K. Gass and E. H. Gass, his wife	H. K. Gass and E. H. Gass, his wife
W. H. Queen		

1. Kind of Conveyance **Warranty Deed**

3. Is it properly executed **yes**
 5. Before what Officer acknowledged **J. P.**
 7. If irregular, copy in full on back
 9. Date of acknowledgment **6-16-88**
 11. Did officer affix Seal
 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**

2. Date of Conveyance **6-16-88**
 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 **12-20-88**
 15. Book **10** Page **338**
 for **County.**
 16. Does deed contain any special limitations, provisions
 or restrictions

17. Habendum clause (Quote fully) **To have and to hold the aforesaid tract of land together with all privileges and appurtenances thereto belonging to the said W. H. Queen, his heirs and assigns to their only use and behoof forever.**

Exact Description of Property

"BEGINNING on a spanish oak and runs
 North 100 poles to a hickory,
 West 100 poles to a stake and pointers,
 South 100 poles to a spanish oak in J. S. Conner line;
 Then with said line
 East 100 poles to the BEGINNING, containing 62 $\frac{1}{2}$ acres."

ABSTRACT OF DEED OR GRANT

Grantors
Grantees

In Preamble	As Signed	As Acknowledged
North Carolina 8487		
W. H. Queen, Assignee		

1. Kind of Conveyance **Grant 8487**
2. Date of Conveyance **4-3-88**
3. Is it properly executed
4. Date of Entry and No. **10-15-82**
5. Before what Officer acknowledged
6. Acknowledgments, regular
7. If irregular, copy in full on back
8. Did all grantors acknowledge
9. Date of acknowledgment
10. Was privy examination of wife taken
11. Did officer affix Seal
12. Was order of probate correct
13. Does conveyance contain covenants
 - (a) of seizin
 - (b) power to convey
 - (c) against encumbrances
 - (d) against claims of all others
14. Date of filing for record **12-18-88**
15. Book **10** Page **329**
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 stake at the South West Corner of J. S. Conners Entry No. 360 on the head of Couche's Creek and runs West 18 poles to a chestnut oak on dividing ridge between Couche's Creek and Mingus Creek; then South 40° poles to a chestnut oak; thence South 23° East 62 poles to a stake; then South 76° East 74 poles to a chestnut beginning corner No. 1188; then North 84° East 282 poles to three chestnuts; thence North 15° West 46 poles to a chestnut; then North 41° West 24 poles; then North 18° West 18 poles to a large chestnut oak; thence North 87° West 26 poles to the South East corner of No. 367; thence West with the line of said No. and No. 360, 320 poles to the BEGINNING, containing 203 acres.

ABSTRACT OF DEED OR GRANT

Grantors

Grantees

In Preamble	As Signed	As Acknowledged
W. H. Queen and wife Sarah Queen	W. H. Queen S.A. Queen	W. H. Queen and Sarah A. Queen
J. H. Smith and S. T. Smith		

1. Kind of Conveyance Warranty deed

2. Date of Conveyance 3-6-01

3. Is it properly executed Yes

4. Date of Entry and No.

5. Before what Officer acknowledged J.P.

6. Acknowledgments, regular Yes

7. If irregular, copy in full on back

8. Did all grantors acknowledge Yes

9. Date of acknowledgment 3-7-01

10. Was privy examination of wife taken Yes

11. Did officer affix Seal

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 3-19-03

15. Book 34 Page 140
for Swain County.

16. Does deed contain any special limitations, provisions or restrictions

17. Habendum clause (Quote fully). To have and to hold the aforesaid tract or parcel of land and all privileges and appurtenances thereto belonging to the said J. H. Smith and S. T. Smith, their heirs and assigns to their only use and behoof forever.

Exact Description of Property

BEING PART OF STATE GRANT 7619.

BEGINNING on a spanish oak on top of a ridge in the line of said grant, the same being C. Ashe's S.W. corner, runs thence North with said Ashe line 100 poles to a stake West 100 poles to a stake; Rogers corner; South 110 poles crossing line of 7618 at 100 poles and with Rogers line to a stake in said line; thence in an easterly direction to a stake on top of a ridge, a corner of what is known as R. L. Teague tract; thence with a line of said R. L. Teague tract down a ridge as it meanders to its beginning corner in a small branch; thence to the BEGINNING.

Forty acres.

ABSTRACT OF DEED OR GRANT

Grantors
Grantees

In Preamble	As Signed	As Acknowledged
J. H. Smith and wife, S.T. Smith	J. H. Smith Sarah Smith	J. H. Smith S.T. Smith
Thomas Childers and Bertha Childers		
1. Kind of Conveyance <u>Warranty Deed</u>	2. Date of Conveyance <u>12-19-06</u>	
3. Is it properly executed <u>Yes</u>	4. Date of Entry and No.	
5. Before what Officer acknowledged <u>J.P.</u>	6. Acknowledgments, regular <u>Yes</u>	
7. If irregular, copy in full on back	8. Did all grantors acknowledge <u>Yes</u>	
9. Date of acknowledgment <u>Dec. --06</u>	10. Was privy examination of wife taken <u>Yes</u>	
11. Did officer affix Seal <u>No</u>	12. Was order of probate correct <u>Yes</u>	
13. Does conveyance contain covenants— (a) of seizin <u>Yes</u> (b) power to convey <u>Yes</u> (c) against encumbrances <u>Yes</u> (d) against claims of all others <u>Yes</u>	14. Date of filing for record <u>2-2-06</u> 15. Book <u>35</u> Page <u>239</u> for <u>Swain</u> County.	
17. Habendum clause (Quote fully) <u>To have and to hold the aforesaid tract or parcel of land with all privileges and appurtenances thereto belonging to the said Thomas Childers and Bertha Childers, their heirs and assigns, to their only use and behoof forever.</u>	16. Does deed contain any special limitations, provisions or restrictions	

Exact Description of Property

BEGINNING PART OF STATE GRANT 7618.

BEGINNING on a spanish oak on top of a ridge in the line of said grant, the same being Q. Ashe's S. W. corner, runs thence North with said Ashe line 100 poles to a stake; West 100 poles to a stake; Rogers corner; South 110 poles crossing line of 7618 at 100 poles and with Rogers line to a stake in said line; thence in an easterly direction to a stake on top of a ridge, a corner of what is known as R. L. Teague Tract; thence with a line of said R. L. Teague's tract down a ridge as it meanders to its beginning corner in a small branch; thence to the BEGINNING.

Forty Acres.

ABSTRACT OF DEED OR GRANT

Grantors

Grantees

In Preamble	As Signed	As Acknowledged
W. H. Queen & wife S. A. Queen	✓	✓
Thomas Chidless		

1. Kind of Conveyance Wax Deed
 3. Is it properly executed yes
 5. Before what Officer acknowledged J. P.
 7. If irregular, copy in full on back
 9. Date of acknowledgment 1-22-07
 11. Did officer affix Seal no
 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
 17. Habendum clause (Quote fully)
 land + all privy + appa ther to belong to the said
 Thomas Chidless his heir + assignee to them +
 their only beehoef

2. Date of Conveyance 1-22-07
 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 2-2-07
 15. Book 33, Page 237
 for Swain County.

16. Does deed contain any special limitations, provisions
 or restrictions

Exact Description of Property

Being part of St Gr 8487

Begin on a stone in the line of J. H. Smith to
 near the fork of a branch & runs with will
 Brown's line (the path east) to a stone on top
 of main ridge in the line of W H Queen St Gr
 8486. Thence westward with the line of 8486 &
 top of main ridge as it meanders to the
 corner of the John Rigid land. Thence northward
 with the said Rigid land to the corner of the
 J. H. Smith to. Thence with the said Smith to
 to the begining

cont 55 acres

ABSTRACT OF DEED OR GRANT

Grantors

In Preamble

As Signed

As Acknowledged

Thomas Childers and wife Bertha Childers	Thomas Childers Bertha Childers	Thomas Childers Bertha Childers
W. G. Hall		

1. Kind of Conveyance Warranty Deed

2. Date of Conveyance 11-5-19

3. Is it properly executed Yes

4. Date of Entry and No.

5. Before what Officer acknowledged H.P.

6. Acknowledgments, regular Yes

7. If irregular, copy in full on back

8. Did all grantors acknowledge Yes

9. Date of acknowledgment 11-5-19

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 11-6-19

15. Book 47 Page 139
for Swain County.

16. Does deed contain any special limitations, provisions or restrictions

17. Habendum clause (Quote fully) To have and to hold the aforesaid tract or
parcel of land and all privileges and appurtenances thereto be-
longing to the said W.G. Hall and his heirs and assigns to their
only use and behoof forever.

Exact Description of Property

BEGINNING on a stone in the line of J. H. Smith Tract near the forks of a branch, runs with Will Brown's line (Cathcart line) to a stone on top of main ridge in line of W. H. Queen Grant #8486; thence westward with the line of 8486 and the top of the ridge as it meanders to the corner of the John Reed line; thence northward with the said Reed line to the corner of J. H. Smith tract; thence with the line of said Smith tract to the BEGINNING.

Fifty-five acres.

ABSTRACT OF DEED OR GRANT

Grantors
Grantees

In Preamble	As Signed	As Acknowledged
Thomas Childers and wife, Bertha Childers	Thomas Childers Bertha Childers	Thomas Childers Bertha Childers
W.G. Hall		

- Kind of Conveyance MARINITY Deed
- Is it properly executed Yes
- Before what Officer acknowledged N.P.
- If irregular, copy in full on back
- Date of acknowledgment 11-5-19
- Did officer affix Seal Yes
- Does conveyance contain covenants
 - (a) of seizin Yes
 - (b) power to convey Yes
 - (c) against encumbrances Yes
 - (d) against claims of all others Yes
- Habendum clause (Quote fully) To have and to hold the aforesaid tract or
parcel of land, and all privileges and appurtenances thereto be-
longing to the said Thos. Childers, his heirs and assigns to their
only use and benefit forever.

Exact Description of Property

BEING PART OF STATE GRANT 7619

BEGINNING on a spanish oak on top of a ridge in the line of said grant, the same being Q. Ashe's S.W. corner, runs thence North with said Ashe line 100 poles to a stake; West 100 poles to a stake; Rogers corner; South 110 poles crossing line of 7618 at 100 poles and with Rogers line to a stake in said line; thence in an easterly direction to a stake on top of a ridge, a corner of what is known as R.L. Teague tract; thence with a line of said R. L. Teague's tract down a ridge as it meanders to its beginning corner in a small branch; thence to the BEGINNING.

Forty acres.

ABSTRACT OF MORTGAGE

(NORTH CAROLINA)

W. G. Hall

Mortgagor

to

Geo. Henry Smathers

Mortgagee

for

Champion Fibre Company.

NOTE:—In deeds of trust give name of
third party.

1. Kind of instrument Deed in Trust
2. Date of instrument 5-5-20
3. Consideration \$ 9,000.00
4. Maturity date 12-27-21
5. Is it properly executed? yes
6. Date acknowledged 5-5-20
7. Before what officer acknowledged? C. S. C.
8. Was privy examination of wife held? no
9. Date of filing for record 5-5-20
10. Recorded in Book 12 Page 210
for Swain County.
11. Does this instrument form a link in the chain of title? yes

DESCRIPTION OF PROPERTY

All the land purchased by the said W. G. Hall from
 Thomas Childers, Jesse Shank, Newt. Snyder and N. E.
 Snyder, containing in all 427 acres.

ABSTRACT OF DEED OR GRANT

In Preamble

As Signed

As Acknowledged

W. C. Hall

W. C. Hall

W. C. Hall

Thomas Childers

1. Kind of Conveyance **Warranty Deed**
 2. Date of Conveyance **9-20-21**
 3. Is it properly executed **yes**
 4. Date of Entry and No.
 5. Before what Officer acknowledged **N. P.**
 6. Acknowledgments, regular **yes**
 7. If irregular, copy in full on back
 8. Did all grantors acknowledge **yes**
 9. Date of acknowledgment **9-20-21**
 10. Was privy examination of wife taken **no**
 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 **2-27-22**
 15. Book **49** Page **504**
 for **Swain** County.
 16. Does deed contain any special limitations, provisions
 or restrictions **yes (see below)**

17. Habendum clause (Quote fully). **To have and to hold the above described tract
 or parcel of land to-gether with all paivileges and appurtenance
 thereto belonging to the said party of second part his heirs
 and assigns forever.**

Exact Description of Property

FIRST TRACT

"BEGINNING on a stone in the line of J. H. Smith tract near
 the fork of a branch and runs with Will Brown's line (the Cath
 Cart line) to a stone on top of main ridge in the line of
 W. H. Queen's State Grant No. 8486; thence Westward with the
 line of 8486 and top of main ridge as it meanders to the corner
 of the John Reed land; thence Northward with said Reed line to
 the corner of the J. H. Smith tract; thence with the lines of
 said Smith tract to the BEGINNINGcontaining fifty-five acres
 more or less

SECOND TRACT

"BEGINNING on a spanish oak on top of ridge in the line of State
 Grant No. 7618 and the same being D. Ashe's South West corner
 and runs thence North with said Ashe's line 100 poles to a stake

thence West 100 poles to a stake; Roger's corner; thence South 100 poles, crossing the boundary line of 7618 at 100 poles and with Roger's line to a stake in said line; thence in an Easterly direction to a stake on top of a ridge, the corner of which is known as R. L. Teague tract; thence with the line of said R. L. Teague tract down a ridge as it meanders to its beginning corner on a small branch; thence to the BEGINNING, containing forty acres more or less as the same may be found to be.

It is understood and agreed between the parties hereto and is part of the consideration of this deed that this sale does not include any of the timber on above described land; that the party of the first part is not selling with this deed the following described timber lying, standing and being on the above described tract of land; all the pulp and acid wood, all the saw timber that, when manufactured, would make merchantable lumber, and all the timber, such as would make cross ties, except all locust. Said party of the second part shall have the right to cut and use any oak tree to be used as boards to cover any house on said tract of lands.

It is further understood and agreed by the parties hereto that they party of the first part shall have a period of seven (7) years from date to cut and remove all timber herein described and that the said party of the first part shall have free from cost all rights of ways to enter upon said lands, at any and all times, to cut log, snake, haul, make roads, build shacks, use all shacks already built on said land, flume and build flumes, log yards, the use of flume already constructed and in any other way or ways remove any and all timber herein described without being hampered or halted in said removing and work.

ABSTRACT OF DEED OR GRANT

Grantors
Grantees

In Preamble	As Signed	As Acknowledged
Geo. H. Smathers Trustee	Geo. H. Smathers Trustee	Geo. H. Smathers
Thomas Childers		

1. Kind of Conveyance Trustee Deed
 2. Date of Conveyance
 3. Is it properly executed yes 4. Date of Entry and No. 11-29-22
 5. Before what Officer acknowledged H. P.
 6. Acknowledgments, regular
 7. If irregular, copy in full on back
 8. Did all grantors acknowledge yes
 9. Date of acknowledgment
 10. Was privy examination of wife taken yes
 11. Did officer affix Seal 11-29-22 12. Was order of probate correct no
 13. Does conveyance contain covenants yes 14. Date of filing for record 12-14-22
 (a) of seizin
 (b) power to convey
 (c) against encumbrances
 (d) against claims of all others
As Trustee only.
 15. Book 51 Page 150
 for Swain County.
 16. Does deed contain any special limitations, provisions
 or restrictions

17. Habendum clause (Quote fully) To have and to hold the said piece, parcel or tract of land of 95 acres aforesaid together with all privileges there unto belonging or any wage apertaining unto the said Thomas Childers, party of second part, his heirs and assigns forever.

Exact Description of Property

W I T N E S S E T H

WHEREAS, W. G. Hall did make, execute and deliver to the said Geo. H. Smathers Deed in Trust on several pieces, parcels or tracts of land on Couche's Creek in Swain County, North Carolina containing in the aggregate 427 acres more or less bearing date May 3rd 1920, in order to secure three notes executed by the said W. G. Hall to the Champion Fibre Co. for the sum of Three Thousand (\$3000.00) Dollars No/100 Dollars each, One note for Three Thousand (\$3000.00) and No/100 Dollars bearing date April 27th 1920 due Oct. 27th 1920, the other note for Three Thousand (\$3000.00) and No/100 Dollars bearing date May 27th 1920 due May 20th 1921, and other note for Three Thousand (\$3000.00) and No/100 Dollars bearing date June 27, 1920 due Dec. 27, 1921, which notes are referred to and set out in Deed in Trust and which Deed in Trust was duly recorded in Book 12, page 210 et seq. record of Deeds of Trust of Swain County, North Carolina on May the 5th 1920 reference being had to said Deed in Trust and record of the same for a description of the lands therein conveyed and for the terms and conditions thereof and for full particulars,

AND WHEREAS it has been agreed by and between the parties hereto and the Champion Fibre Co. the holder of the said notes, that in consideration of the said W. G. Hall having made and executed to the said Geo. H. Smathers a Deed in Trust on the commissary and lot at Smokemont in Swain County, North Carolina, containing _____ acres more or less

bearing date Dec. 5th 1921, which commissary and lot is now occupied by the Ocona-Lufty Lumber Company to take the place as security of the lot of land hereinafter described and released from the operation of the lien of the Deed in Trust of May 5th 1920, and recorded as aforesaid.

NOW THEREFORE, the said Geo. H. Smathers Trustee, party of the first part, for and in consideration of the premises and further consideration of the sum of five (\$5.00) Dollars to him in hand paid by the said W. G. Hall party of second part, the receipt whereof is hereby acknowledged and by direction Charles E. Smith, wood buyer of the Champion Fiber Co. has given, granted, released and quit claim and by these presents does hereby give, grant, release quit claim, and confirm unto the said Thomas Childers his heirs and assigns forever all the right, title, estate and interest whatsoever which the said Geo. H. Smathers, party of the first, as Trustee aforesaid acquired in and to the following described piece, parcel or tract of land on Couche's Creek in Swain County, North Carolina by virtue of a Deed in Trust made to him by the said W. G. Hall on May 3, 1920 and recorded as aforesaid, to-wit: All that certain piece parcel or tract of land on Couche's Creek in Swain County, North Carolina containing 95 acres more or less which was sold conveyed by the said Thomas Childers to W. G. Hall by Deed bearing date Nov. 5, 1919, and which Deed was duly recorded in Book 47 Page 189-191, Records of Deeds of Swain County, North Carolina on the 10th and 11th day of Nov. 1919, and re-conveyed by the said W. G. Hall to Thomas Childers by Deed bearing date Sept. 20th 1921 and recorded in Book 49, Page 504, record of Deeds of Swain County, North Carolina on the 27th day of Feb. 1922, reference being had to said deed and records of the same for a more perfect description of the said tract of land.

ABSTRACT OF MORTGAGE

(NORTH CAROLINA)

Thomas Childers and wife
Bertha Childers.

Mortgagor

to

J. H. Connor.

Mortgagee

- Kind of instrument Deed of Trust.
- Date of instrument 12-27-06
- Consideration \$ 1,00.00
- Maturity date 4-27-07
- Is it properly executed? yes
- Date acknowledged 12-27-06
- Before what officer acknowledged? J. P.
- Was privy examination of wife held? yes
- Date of filing for record 12-28-06
- Recorded in Book 5 "E" Page 540
for Swain County.
- Does this instrument form a link in the chain of title? no

DESCRIPTION OF PROPERTY

NOTE:—In deeds of trust give name of third party.

"BEGINNING at a spanish oak on top of a ridge ^{DD.} W. Ashe South West corner and runs thence North with said Ashe line 100 poles to a stake; thence West 100 poles to a stake Roger's corner; thence South 110 poles crossing the boundary line of 7618 at 100 poles and with Roger's line to a stake in said line; then in an Eastward direction to a stake on top of a ridge the corner of what is known as R. L. Teague tract; thence with the line of said R. L. Teague tract down the ridge as it meanders to the beginning corner of said Teague tract near a small branch; thence to the BEGINNING, containing forty acres more or less."

Abstract of Satisfied Mortgages or Deeds of Trust

(NORTH CAROLINA)

Below give language of release or cancellation, and if by other than the original payee the authority must be shown by which the cancellation or release is made.

Thomas Childers

to
J. E. Freeman
for
J. R. Jenkins

1. Kind of instrument **Deed in Trust**
2. Date of instrument **11-17-15**
3. Consideration **\$ 2,00.00**
4. Maturity date **3-6-16**
5. Is it properly executed? **yes**

6. Date acknowledged **11-17-15**
7. Before what officer acknowledged **C.S.C.**
8. Was privy examination of wife held? **no**
9. Date of filing for record **11-17-17**
10. Recorded in Book **11** Page **113**
Swain County.
11. Does this instrument form a link in the chain of title? **yes**

DESCRIPTION OF PROPERTY

Two certain tracts of land in Ocana Lufty Township
one tract registered in Book 33 Page 237 the other one
registered in Book 33 Page 239 to which reference is
hereby made for a full and complete description and
shall the same effect as is fully set out herewith.

THE RELEASE OR CANCELLATION OF ABOVE MORTGAGE OR DEED OF TRUST IS AS FOLLOWS:

The indebtedness secured by this Deed in Trust
have paid in full the same is hereby canceled and released.
This April 4th 1916. (Signed) J. E. Freeman.

Witness
Luther Baker
Register of Deeds.

Abstract of Satisfied Mortgages or Deeds of Trust

(NORTH CAROLINA)

Below give language of release or cancellation, and if by other than the original payee the authority must be shown by which the cancellation or release is made.

T. C. Childers
and wife.

to

S. W. Black
for
H. T. Melon

- Kind of instrument **Deed of Trust**
- Date of instrument **1-30-17**
- Consideration \$ **164.85**
- Maturity date **12 month from date.**
- Is it properly executed? **yes**

- Date acknowledged **1-31-17**
- Before what officer acknowledged **J. P.**
- Was privy examination of wife held? **yes**
- Date of filing for record **1-30-17**
- Recorded in Book **10** Page **367**

Swain County.

- Does this instrument form a link in the chain of title?

DESCRIPTION OF PROPERTY

Being part of grant No. 7618 BEGINNING on a spanish oak on top of a ridge in the line of said grant the same being D. Ashe's South West corner and runs North with said Ashe's line 100 poles to a stake; then West 100 poles to a stake Roger's corner; then South 110 poles crossing the boundary line of 7618 at 10 poles with Roger's line to a stake in said line; thence in a Easterly direction to a stake on top of a ridge the corner of what is known as the R. L. Teague tract; thence with the line of said Teague tract as it meanders crossing a small branch to the BEGINNING, containing forty acres and being the tract on which parties of the first now live."

THE RELEASE OR CANCELLATION OF ABOVE MORTGAGE OR DEED OF TRUST IS AS FOLLOWS:

The within Deed in Trust having been paid in full I hereby cancel this Deed in Trust in full.

This March 21st 1919.

H. C. Melon.

D. E. Nichols
Register of Deeds.

JUDICIAL PROCEEDINGS

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.

Henderson and Fincher

vs

Tom Childers

1. Court **Justice** County **Swain**
2. Kind of action **Civil**
3. Date of filing **Dec:13, 1915**
4. Date of filing *lis pendens*
5. Judgment recorded in Book **9** Page **193**

PROCEEDINGS

Judgment **17.47**

Cost **2.90**

Interest from August 8th 1915 until paid.

NORTH CAROLINA

SWAIN COUNTY

IN RE: Tract No. 51.

Lib. Cammer being duly sworn deposes and says that he is 46 years of age and has been a resident of Swain County for 46 years. Affiant further states that he is familiar with the ownership and possession of a tract of land containing 115.46 acres now belonging to Thomas C. Childers and purchased by him ~~from~~ W. C. Hall and Geo. H. Smathers trustee by deeds dated September 20, 1921 recorded in book 49, page 504 and Dec. 29, 1922 and recorded in book 51, page 150 records of Swain County reference of which deeds are hereby made for a full description of said land.

That the said Thomas C. Childers and those under whom he claims to-wit:

W. H. Queen
J. H. Smith

W. G. Hall
J. S. Conner
H. K. Gass

Have been in open and notorious possession of the said lands above referred to for a period of twenty-five years or more, living there upon, cultivating portions thereof, taking timber and firewood and making such other uses of the said premises as they are susceptible of.

L. S. Conner
Affiant

Sworn to and subscribed before me this the 24th day of June 1929.

Will Y. Yiggin
Notary Public

My commission expires
Dec. 19, 1930.

ATTORNEY'S CERTIFICATE AND OPINION
TRACT NO. 51

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.....:

Thomas C. Childers

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, paid.
2. Deed in Trust from Thomas Childers and wife to J. H. Connor dated Dec. 27, 1906 and registered in Book 5, Page 540, to secure \$100.00 payable one year after date.

We think the power of sale in this Deed in Trust is barred by the lapse of more than ten years from the Maturity Date under Section 2589 of the Consolidated Statutes of North Carolina.

ABSTRACT OF DEED OR GRANT

Grantors
Grantees

In Preamble

As Signed

As Acknowledged

North Carolina		
Joel S. Conner		

1. Kind of Conveyance **State Grant #7618**
 2. Date of Conveyance **April 8, 1886**
 3. Is it properly executed **Yes**
 4. Date of Entry and No.
 5. Before what Officer acknowledged
 6. Acknowledgments, regular
 7. If irregular, copy in full on back
 8. Did all grantors acknowledge
 9. Date of acknowledgment
 10. Was privy examination of wife taken
 11. Did officer affix Seal
 12. Was order of probate correct
 13. Does conveyance contain covenants
 (a) of seizin
 (b) power to convey
 (c) against encumbrances
 (d) against claims of all others
 14. Date of filing for record **August 5, 1891**
 15. Book **13** Page **3**
 for **Swain** County.
 16. Does deed contain any special limitations, provisions
 or restrictions
 17. Habendum clause (Quote fully)

Exact Description of Property

100 acres on Conches Creek.

Beginning at a spruce pine on the bank and runs North 70 poles to a stake;
 thence West 160 poles to a stake; thence South 100 poles to a stake; then East
 160 poles to a stake; then North 30 poles to the beginning.

N.C. 7618

4-8-86

(13)
(3)

100 acres

✓ J. L. Comer

7-12-86 Date 10-7-87

(10)
(331)

62 1/2 A

✓ H. K. Glass &

F. H. Glass, his wife

6-16-88

(10)
(338)

62 1/2 A

✓ W. H. Queen & $\frac{36}{51.6}$
Sarah & Queen his wife

9-6-01

N.C. 8487

4-3-88

(24)
(140)

40 A

(10)
(329)

203 A.

✓ J. H. Smith &

Smith, his wife

12-19-06

(33)
(29)

40 A.

✓ H. L. Queen wife

S. H. Queen

(33)
(23)

1-22-07

55 A.

(33)
(29)

40 A.

✓ T. C. Children &
wife Bertha(47)
(189)

11-5-19

55 A.

(47)
(19)

11-5-19

40 A.

W. G. Hall

9-20-21

(49)
(504)2 Tracts
55 A & 40 A

5-3-20

427 A.

(1720)

Geo. H. Smother trustee

11-29-22

5 1/150 95 A.

Thomas C. Children

STATE OF NORTH CAROLINA

Swain

COUNTY. }

THIS DEED, Made this 29th day of May A.D. 1929, by and between
 Thomas C. Childers and wife, Bertha

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 -----One Thousand ~~4~~ 5 Fifty ----- (\$ 1,050.00) 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 Lufty Township Swain County, State of North Carolina, particularly described as follows, viz.:

Tract No. 51:

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

Lying in the western water-shed of the Ocona Lufty River on Couches Creek.

Beginning at Corner 1, a planted stone shown as corner by T. L. Lovin, which is corner 5 of the Champion Fibre Company Tract (1-f) and corner 8 of the W. W. Rogers Tract (52), running thence with two lines of the Champion Fibre Company Tract (1-f) North 87-35 West 16.08 chains, Corner 2, an ash snag, in forks of small stream, blazed and scribed T.C.Cor. 2, shown as corner by T. L. Lovin; South 88-06 West 5.09 chains, corner 3, a planted stone with witnesses on top of a ridge, shown as corner by T. L. Lovin and Tom Childers, Corner 7 of the Champion Fibre Co. Tract (1-f), corner 14 of the Champion Fibre Co. Tract (1-g), and corner 4 of the J. E. Coburn Tract (100), running thence with two lines of the Champion Fibre Co. Tract (1-g), South 0-15 West 15.91 chains, corner 4, a planted stone; thence, South 1-08 West 3.50 chains, Forks of Couches Creek 28.81 chains, Corner 5, a chestnut post scribed T.C. Cor. 4, on top of ridge between Couches Creek and Mingus Creek, the dividing line between Childers and F.F. Floyd; thence, with the meanders of the ridge and the F. F. Floyd Tract (91) South 72-37 East 5.32 chains; South 58-34 East 6.11 chains; North 86-01 East 6.64 chains, Corner 6, a stake scribed F.F.Cor. IX North 80-29 East 5.96 chains; North 84-19 East 4.94 chains; North 64-49 East 2.23 chains; North 69-45 East 5.14 chains, Corner 7, a planted stone beside a 5" chestnut scribed W.R.C.V. on a ridge, a common corner to the W. W. Rogers Tract (52), the H. K. Revis Tract (53), and the W. H. Queen Tract (56); thence with four lines of the W. W. Rogers Tract (52) North 41-34 West 24.07 chains, Corner 8, planted stone in place of birch, old marked corner, a 20" beech scribed B.T.W.R. C-VI, as witness North 60-06 East 5.28 chains, corner 9, stake in place of spanish oak scribed W.R.C. VII, on top of ridge, North 0-33 East 25.09 chains, corner 10, a stake scribed W.R.C. VIII, a 4" chestnut scribed B.T.W.R.C. VIII, bears South 32-30 East .24 chain distant; North 89-44 West 1.62 chains, to the place of beginning containing 115.46 acres.

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

SIGNED, SEALED AND DELIVERED
in the presence of

Thomas C. Childers (Seal)
Bertha Childers (Seal)
..... (Seal)
..... (Seal)

STATE OF NORTH CAROLINA

Gaston

COUNTY.

I, T B Huggett

Notary Public

do hereby certify that

Thomas C. Childers

and

Bertha Childers

his wife, personally appeared before me this day and acknowledged the due execution of the foregoing instrument; and the said

Bertha Childers

, 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. Let the instrument and the certificate be registered.

Witness my hand and

M P.

seal this

11

day of

June, A.D. 1929

T B Huggett

Notary Public.

My commission expires April 21-1931

STATE OF NORTH CAROLINA.

COUNTY.

I, Hill St. Maggins, Notary Public
in and for said County and State, do hereby certify that Thomas C. Childers
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

17th day of June, A.D. 1929

My Commission Expires Hill St. Maggins
Dec. 19, 1930 Notary Public

STATE OF NORTH CAROLINA.

COUNTY.

The foregoing certificate of J. B. Hargett a Notary Public of Carteret County
and Hill St. Maggins, a Notary Public of Swain County, and both
with their official seals attached, are adjudged to be correct. Let the instrument and the certificate
be registered.

This 14th day of June

A.D. 1929

USA Bowenning, Clerk Superior Court.

Warranty Deed

Thomas C. Childers

TO

THE STATE OF NORTH CAROLINA

1050.00

Consideration - - - \$1,000.00

Dated 29th day of May, 1929.

Filed for registration on the 14th

day of June, 1929, at 4:55
o'clock P.M., and registered in the office

of the Register of Deeds for

Swain

County, North Carolina, on the 14th

day of June, 1929, in Book

No. 58 of Deeds, at page 377.

Ellis J. Muller
Register of Deeds.

FEES.