

DESCRIPTION OF THE BOUNDARY

OF THE

W. W. ROGERS TRACT (52)

Lying in the Western Water-shed of the Ocona Lufty River, on Couches Creek.

Beginning, at Corner 1, a stake in place of mountain oak scribed C. Cor. II-Old marked Corner. Witness an 18" hickory scribed B.T.C., about 2 chains south of Couches Creek. Corner 4 of the J. H. Connor Estate Tract (50), and a common Corner to the H. K. Revis Tract (53), thence with 3 lines of the H. K. Revis Tract (53).

N. 88-21 W.

4.86 Corner 2, a stake scribed W.R. NO.III, Old marked Corner on South side of Couches Creek-witness a 6" birch scribed B.T.W.R. Cor. III.

S. 5-47 W.

22.45 Corner 3, a 6" hickory scribed W.R. Cor. IV. Old marked Corner.

N. 70-28 W.

6.75 Corner 4, planted stone beside a 5" chestnut scribed W.R.C. V, on a ridge, Corner 6 of the Tom Childers Tract (51), and a Common Corner to the W. H. Queen Tract (56), thence with 4 lines of the Tom Childers Tract (51).

N. 41-34 W.

24.07 Corner 5, planted stone in place of birch, old marked corner, -20" beech scribed B.T. W.R.C. VI, as witness.

N. 60-06 E.

5.28 Corner 6, stake in place of spanish oak scribed W.R.C. VII, on top of ridge.

N. 0-33 E.

25.09 Corner 7, 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.

1.62 Corner 8, a planted stone shown as corner by T. L. Lovin, which is corner 5 of the Champion Fibre Co. Tract (1-f), running thence with 3 lines of the Champion Fibre Co. Tract (1-f).

4.78 Corner 9, a point,

Set a Chestnut Post scribed W.R. Cor. 10.

N. 24-42 W.

2.66 Corner 10, a point.

Set a Chestnut Post scribed W.R. Cor. 11.

N. 8-33 E.

11.32 Corner 11, a point on a ridge top, being corner 2 of the Champion Fibre Co. Tract (1-f), and a point in the line of the C. L. Beck Tract (47), thence with the Beck Tract (47).

S. 50-04 E.

3.26 Corner 12, a chestnut stake in place of old hickory scribed C.B. Cor. III on top of a ridge, corner 1 of the Calloway Treadaway Tract (49).

Thence, with one meander and one line of the Treadaway Tract (49).

S. 23-50 E.

1.04 A Point.

S. 62-40 E.

2.37 A Point.

S. 51-29 E.

3.46 A Point.

N. 83-25 E.

.38 A Point.

S. 52-20 E.

1.36 A Point.

S. 59-17 E.

1.51 A Point.

S. 58-00 E.

2.10 A Point.

S. 30-01 E.

2.94 A Point.

S. 20-37 E.

2.61 A Point.

S. 8-17 E.

2.19 A Point.

S. 18-58 E.

2.54 Corner 13, a black oak scribed T.C.II,

N. 79-18 E.

11.21 Corner 14, an old marked hickory scribed T.C.III, Corner 3 of the J. H. Connor Estate Tract (50) and Corner 3 of the Treadaway Tract (49).

Thence, with the J. H. Connor Estate
Tract (50).

S. 0-52 W.

23.31 To the place of beginning, containing 114.21 Acres.

REPORT ON THE W. W. RODGERS TRACT - NO. 52

Location:

This tract is located on the waters of Couches Creek, a tributary of Oconaluftry River, flowing into the River opposite Ravensford, which would be the shipping point. It adjoins other lands on this creek, Champion Fibre Company land being among the rest.

Description:

This property is occupied in the summers by the owner and used largely in raising Golden Seal. Outside of a few acres, it is all woodland.

Improvements:

A 4 room boxed house, in fairly good condition, unpainted. A new crib connected with an apple house, and an old log barn. About 5 acres of this property are cleared up and set in Golden Seal. This is a medical herb and needs shade in which to grow and is sometimes very profitable. The cutover woodlands are in fairly good condition.

Valuation:

The acreage is 114.21. Values are analyzed as follows:

4 room boxed house	\$200.00
Crib and apple house	60.00
Log barn	25.00
5 acres in grass	75.00
109 acres of woodland	1,090.00
TOTAL	\$1,450.00

This is the price paid for the place, and the appraisers feel that it is well worth the amount agreed upon.

Analysis of Title

Tract No. 52.

Tract No. 52 is embraced in Grants 656, 7618 and 14282. All of this tract is a lappage on Grant 224 known as the Cathcart Grant which was issued July 7, 1798 and the southern portion of Tract No. 52 is a lappage on Grant 8487 to W. H. Queen. These grants will be discussed in their order.

GRANT NO. 656.

1. Grant No. 656 was issued to Joel S. Connor on July 17, 1860 and embraces the eastern part of the sixty-two and one-half acre tract hereinafter referred to in the various deeds. This grant is registered in Swain County. Page 538 of Abstract.

GRANT NO. 7618.

2. Grant 7618 adjoining Grant 656 on the west was issued to Joel S. Connor on April 8, 1886 and covers the western portion of the sixty-two and one-half acre tract hereinafter referred to. Page 539 of Abstract.

3. J. S. Connor and wife, Katherine Connor, by deed dated October 7, 1887, conveyed a tract of sixty-two and one-half acres to H. K. Gass. This tract is covered by the western part of 656 and the eastern end of Grant 7618 and also includes a small portion, at its south side of, Grant 14282. This deed is registered in Swain County. Page 540 of Abstract.

4. By deed dated June 16, 1888, H. K. Gass and wife, F. H. Gass conveyed to W. H. Queen the same sixty-two and one-half acres tract. This deed is registered in Swain County. Page 541 of Abstract.

5. W. H. Queen and wife, S. A. Queen on April 10, 1897, conveyed this sixty-two and one-half acre tract to J. A. Chambers by deed registered in Swain County. Page 542 of Abstract.

6. J. A. Chambers and wife, J. E. Chambers, by deed dated March 12, 1903 conveyed to D. W. Ashe the same tract of land. This deed is recorded in Swain County. Page 543 of Abstract.

7. On February 6, 1911, D.W. Ashe and wife, Mary, executed a deed in trust to C. W. Parker, Trustee, for Henry Nelson to secure an indebtedness of \$150.00 with power of sale in case of default. This instrument is registered in Swain County. Page 544 of Abstract.

8. C. W. Parker, Trustee, by deed dated January 18, 1915, conveyed to Henry Nelson a tract of land mentioned in the Deed in Trust hereinbefore referred to. This deed, while made by C.W. Parker as trustee is a General Warranty Deed. It is registered in Swain County. Page 545 of Abstract.

9. H. C. Nelson and wife, L. E. Nelson, then conveyed to W. W. Rogers and G.E. Rogers the same tract of sixty-two and one-half acres by deed dated August 6, 1917. This deed is recorded in Swain County. Page 546 of Abstract.

10. G. E. Rogers and wife, Robbie Rogers, by deed dated September 10, 1918, conveyed the interest of G.E. Rogers in the same tract of land to W. W. Rogers. This deed is recorded in Swain County. Page 547 of Abstract.

GRANT NO. 14282.

11. Grant No. 14282 was issued to P. L. Hyde, who was the wife of W. P. Hyde, on August 31, 1900. The eastern end of this grant covers the southern portion of Tract 52. This grant is fully set out on page 288-a of the Abstract of Tract 90-c.

12. P. L. Hyde executed a deed to W. J. Brown dated February 18, 1904, conveying a tract of thirty-six acres, which covers the southern portion of 52. This deed is recorded in Swain County. Abstract page 548. However, it will be noted that P. L. Hyde executed this deed without the joinder of her husband, who was living at that time.

13. A. H. Hayes obtained a Judgment against W. J. Brown with attachment which is docketed in Book 7 at page 74 of Judgments in the Office of the Clerk of the Superior Court of Swain County. He also issued an attachment in connection with this action which was levied on the tract of thirty-six acres above mentioned. This judgment was filed on the 6th day of July, 1909 and pursuant to the attachment and levy, the sheriff was directed to sell these lands. This judgment is recorded as above set out. Page 549-550 of Abstract.

14. On February 7, 1910, R. J. Roane, Sheriff of Swain County executed a deed to J. H. Reagan conveying and describing the same tract of thirty-six acres above referred to. This deed recites the execution issued from the Superior Court of Swain County in favor of A. H. Hayes, plaintiff, and against W. J. Brown and that he had levied on said land and that he did on February 7, 1910 sell the same at public auction, when J. H. Reagan became the purchaser. This deed is recorded in Swain County. Page 556 of Abstract.

15. Following the foregoing deed from R. J. Roane, Sheriff, W. P. Hyde and wife P. L. Hyde executed a deed to J. H. Reagan dated December 27, 1910, conveying the thirty-six acre tract above described. This deed is recorded in Swain County. Page 558 of Abstract.

16. On December 26, 1917, J. H. Reagan and wife conveyed by a quit claim deed to John Brown, the same tract of thirty-six acres. This deed is recorded in Swain County. Page 537 of Abstract.

17. John Brown and wife, Selmer Brown, then executed a deed to J. H. Cunningham, dated May 4, 1918 and recorded in Swain Co. conveying the same tract of thirty-six acres. Page 560 of Abstract.

18. On March 2, 1920, J. H. Cunningham executed a deed to W. W. Rogers for this thirty-six acre tract. The wife of J. H. Cunningham, Jennie Cunningham signs this deed and her privy examination was taken but as her name does not appear in the body of the deed it will be necessary to secure a quit claim in order to convey her prospective dower interest. This deed is recorded in Swain County. Page 561 of Abstract.

GRANTS NO. 224 and 8487.

19. Grant No. 224 issued to William H. Cathcart on July 7, 1876 covers all of the lands under investigation and apparently there is no connection in title by the present owners with Grant 224. Tract No. 52, however, has been under long continued adverse possession as shown by the affidavit hereinafter set out upon which we rely for possession.

20. Grant 8487 was issued to W. H. Queen on April 3, 1888 and is therefore, senior in title to Grant 14282, issued to P. L. Hyde above referred to. This last page is upon the southern part of Tract 52, lying south of Grants 7618 and 656. The title, however, has apparently matured in the present claimant under long continuous adverse possession of him and those under whom he holds as is set out in the following affidavit.

21. Affidavit by K. H. Revis, who states that he is fifty-four years of age and is familiar with the tract of ninety-seven acres owned by W. W. Rogers and that the said Rogers and those under whom he claims, to-wit: J. H. Cunningham, John Brown, J. H. Reagan, W. P. Hyde and others have been in the continuous adverse possession of these lands for a period of thirty years or more. This affidavit, however, does not state the exact location of this possession on the several tracts composing tract 52. It would be advisable to obtain an affidavit if possible indicating the extent of this adverse possession.

22. It will be noted that the southern line of the sixty-two and one-half acre tract above mentioned coincides in part with the southern line of Grant 7618 at its eastern end and runs an eastern course along this line crossing into grant 14282 at the second corner indicated on the plat hereto attached. It will further

be noted that the deed from W. P. Hyde and wife, P. L. Hyde conveying the thirty-six acre tract calls for the same line and runs the same course from corner 6 on the plat to corner 2. This would leave a small triangle included in Grant 14282 but not covered by the deeds for the thirty-six acre tract, neither is this small acreage covered by Grants 656 or 7618. It is possible that the possession may have so extended as to mature title under the several deeds conveying the sixty-two and one-half acre tract which would be color of title and would mature title if the possession extended to this small triangle. Page 562 of Abstract.

N O T E. It will be observed that this abstract does not cover that portion of Tract 52 lying north of the lines of Grant 7618 and 656, containing 18.30 acres. This is due to the fact that W. W. Rogers, while he has a deed for this tract from H. C. Nelson and wife, does not claim good title thereto and is willing that this shall be deducted from his acreage and not considered in his purchase. The deed from Nelson and wife is registered in Swain County. Page 563 of Abstract.

ABSTRACT OF DEED OR GRANT

Grantors

In Preamble

As Signed

As Acknowledged

North Carolina		
Joel S. Conner		

Grantors

1. Kind of Conveyance **State Grant 656**

2. Date of Conveyance **8-17-1860**

3. Is it properly executed

4. Date of Entry and No. **6-20-1854**

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 **none given**

15. Book **8** Page **10** County.

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

17. Habendum clause (Quote fully)

Exact Description of Property

BEGINNING at a birch in his west boundary line in the North bank of Couches Creek and runs South 81 West 120 poles to a sourwood on the point of a ridge; thence North 72 West 60 poles to a chestnut on side of a mountain; thence, North 68 poles to a stake; crossing Couches Creek at 12 poles; thence North 61 East 165 poles to a stake; thence South 100 poles to the BEGINNING.

ABSTRACT OF DEED OR GRANT

Grantors

Grantees

In Preamble	As Signed	As Acknowledged
N. C. # 7618		
Jael S. Cannon		

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

17. Habendum clause (Quote fully)

100 acres

Exact Description of Property

On Cauches Creek. Beginning at a Spruce Pine, on the bank and about N 70° E. to a Stake; thence W. 160 ft. to a Stake; thence S 100 ft. to a Stake thence E. 160 ft. to a Stake; thence N. 30° E. to beginning.

ABSTRACT OF DEED OR GRANT

Grantors

Grantees

In Preamble	As Signed	As Acknowledged
J. S. Conner Catherine Conner	J. S. Conner Catherine Conner	J. S. Conner Catherine Conner
H. K. Gass		

1. Kind of Conveyance **Warranty Deed**

2. Date of Conveyance **10-7-87**

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 **10-7-87**

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 **12-20-88**

15. Book **10** Page **331**
for **Swain** County.

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

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

Exact Description of Property

BEGINNING on a spanish oak, 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

With said line East 100 poles to the BEGINNING.

Containing 62 1/2 acres.

ABSTRACT OF DEED OR GRANT

Grantors
Grantees

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

1. Kind of Conveyance Warranty Deed

2. Date of Conveyance 6-16-88

3. Is it properly executed.

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 6-16-88

8. Did all grantors acknowledge yes

9. Date of acknowledgment 6-16-88

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—

14. Date of filing for record 12-20-88

(a) of seizin yes

15. Book 10 Page 338

(b) power to convey yes

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

(c) against encumbrances yes

(d) against claims of all others yes

17. Habendum clause (Quote fully) To have and to hold the aforesaid tract of land together with all privileges and appartenances 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.

North 100 poles to a hickory;

West 100 poles to a stake and pointers;

South 100 poles to a spanish oak in Sommers line

East with said line 100 poles to BEGINNING

Containing 62 1/2.

ABSTRACT OF DEED OR GRANT

In Preamble	As Signed	As Acknowledged
W. H. Luerwaghe S. A. Luerwaghe	✓	✓
J. A. Chambers		

Grantors

Grantees

1. Kind of Conveyance Wardeed

2. Date of Conveyance 4-10-97

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 4-10-97

10. Was privy examination of wife taken yes

11. Did officer affix Seal W.H.

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

15. Book 26 Page 209
for Bearine County.

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

17. Habendum clause (Quote fully) To have + to hold the aforesaid to a parcel of land to further to all his + her there to belong + of the said J. H. Chambers his wife + one & to their only use + behov forever

Exact Description of Property

Beginning on a Spanish Oak + over 72 100 ft to a hickory. Thence W 100 ft to a stake + fence line. Thence S 100 ft to a Spanish Oak J. S. Commer line. Thence with said line E 100 ft to the beginning. Cont 62 1/2 acres

ABSTRACT OF DEED OR GRANT

	In Preamble	As Signed	As Acknowledged
Grantors	J. A. Chambers and wife J. E. Chambers	J. A. Chambers and wife J. E. Chambers	J. A. Chambers and wife J. E. Chambers
Grantees	D. W. Ashe		

1. Kind of Conveyance Warranty Deed
 2. Date of Conveyance 5-12-03
 3. Is it properly executed no seal
 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 5-12-03
 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 9-9-03
 15. Book 24 Page 557
 for Swain County.
 16. Does deed contain any special limitations, provisions
 or restrictions
 17. Habendum clause (Quote fully) We have and to hold the aforesaid tract and all
 privileges and appurtenances thereto belonging to the said D. W. Ashe his
 heirs and assigns together to their only use and behoof for ever.

Exact Description of Property

On Gouache Creek

BEGINNING on a spanish oak and runs

North 100 poles to a hickory and pointers

West 100 poles to a stake and pointers

South 100 poles to a spanish oak in J. E. Conners line

East 100 poles to the BEGINNING with said line

Containing 62 1/2 acres.

ABSTRACT OF MORTGAGE

(NORTH CAROLINA)

D. W. Ashe, and wife
Mary Ashe

Mortgagor

to

C. W. Parker

Mortgagee

for

Henry Nelson

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

- Kind of instrument Deed in Trust
- Date of instrument 2-6-11
- Consideration \$ 150.00
- Maturity date 2-6-12
- Is it properly executed? Yes
- Date acknowledged 2-6-11
- Before what officer acknowledged? J. P.
- Was privy examination of wife held? Yes
- Date of filing for record 2-10-11
- Recorded in Book 6 Page 285
for Swain County.
- Does this instrument form a link in the chain of title? Yes

DESCRIPTION OF PROPERTY

FIRST TRACT

BEGINNING on a spanish oak tree

North 100 poles to a hickory

West 100 poles to a stake

South 100 poles to a spanish oak J. S. Comers line

East 100 poles to the BEGINNING.

Containing 62 1/2 acres.

ABSTRACT OF DEED OR GRANT

In Preamble	As Signed	As Acknowledged
G. W. Parker	G. W. Parker, Trustee	G. W. Parker
Henry Nelson		

Grantors

1. Kind of Conveyance Warranty Deed
 2. Date of Conveyance 1.18.15
 3. Is it properly executed
 4. Date of Entry and No.
 5. Before what Officer acknowledged Clerk
 6. Acknowledgments, regular yes
 7. If irregular, copy in full on back
 8. Did all grantors acknowledge yes
 9. Date of acknowledgment 3.1.15
 10. Was privy examination of wife taken
 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 3.15.15
 15. Book 42 Page 26
 for Jessie 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 appartenances, thereto belonging to the said Henry Nelson heirs and assigns to their only use and behoof forever.

Exact Description of Property

FLAT TRACT

BEGINNING on a spanish oak, runs

North 100 poles to a hickory

West 100 poles to a stake

South 100 poles to a spanish oak in J. H. Conners line

West 100 poles to the BEGINNING.

Containing 62 1/2 acres.

(This is a general warranty deed, although Parker must have intended to sell as trustee under deed in trust from D. W. Ashe.)

ABSTRACT OF DEED OR GRANT

Grantors
Grantees

In Preamble	As Signed	As Acknowledged
H. C. Nelson, and wife L. S. Nelson	H. C. Nelson, and wife L. S. Nelson	H. C. Nelson, and wife L. S. Nelson
W. W. Rogers and C. E. Rogers		

1. Kind of Conveyance Warranty Deed

2. Date of Conveyance

3. Is it properly executed yes

4. Date of Entry and No. 8-6-17

5. Before what Officer acknowledged C. S. C

6. Acknowledgments, regular

7. If irregular, copy in full on back

8. Did all grantors acknowledge yes

9. Date of acknowledgment 10-1-17

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 10-1-17

15. Book 42 for Seisin County, 47

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 W. W. Rogers, his heirs and assigns to their only use and behoof forever.

Exact Description of Property

BEGINNING on a spanish oak

North 100 poles to a hickory

West 100 poles to a stake

South 100 poles to a spanish oak

East 100 poles to the BEGINNING.

Containing 62 1/2 acres.

ABSTRACT OF DEED OR GRANT

Grantors
Grantees

In Preamble	As Signed	As Acknowledged
C. E. Rogers and wife Rebbie	C. E. Rogers and wife Rebbie	C. E. Rogers and wife, Rebbie
W. W. Rogers		

1. Kind of Conveyance Deed 2. Date of Conveyance 9-10-18
 3. Is it properly executed..... 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 9-16-18 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— 14. Date of filing for record 9-18-18
 (a) of seizin Yes 15. Book 42 Page 593
 (b) power to convey Yes for Swain County.
 (c) against encumbrances Yes 16. Does deed contain any special limitations, provisions
 (d) against claims of all others Yes or restrictions Their undivided one-
half interest

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. W. Rogers, his heirs and assigns to their
only use and behoof forever.

Exact Description of Property

Adjoining the lands of J. H. Connor, et al

BEGINNING: On a spanish oak on the waters of Couches creek, and runs North 100 poles to a hickory; thence West 100 poles to a stake; thence South 100 poles to a spanish oak in J. S. Connor's line; thence East 100 poles to the beginning, containing 62 acres, more or less.

ABSTRACT OF DEED OR GRANT

In Preamble	As Signed	As Acknowledged
O. L. Hyde	O. L. Hyde	O. L. Hyde
W. J. Brown		

1. Kind of Conveyance Wax Sealed
 2. Date of Conveyance 2-13-04
 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 7-5-04
 10. Was privy examination of wife taken no
 11. Did officer affix Seal no
 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 3-16-04
 15. Book 28 Page 31
 for Sevier County.
 16. Does deed contain any special limitations, provisions
 or restrictions

17. Habendum clause (Quote fully) I have & to hold the aforesaid land
 parcel of land together with all property and
 privilege thereto belonging to me the said
 John Hyatt his & to his heirs to the entirety
 and shall have forever.
 Exact Description of Property

Beginning on a rock in the said line with a
 and on the top of the M^X between Cache
 Creek & Lugby & runs N 70 W 25 f. to
 rock on top of said M^X; then N 45 W 105
 f. to a Birch in John Smith's line
 then N 45 E. 10 f. to a S. oak in Lee Ash's
 line; then with his line East 88 f. to a
 Locust J. Wyratt's corner; then 8 100
 f. to the beginning. Cont. 3 6 acres
 more or less.

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.

A. H. Hayes

vs

W. J. Brown

1. Court	Justice's Court	County	Swain
2. Kind of action	Judgment		
3. Date of filing	6-1-1909		
4. Date of filing <i>lis pendens</i>			
5. Judgment recorded in Book	Page		

PROCEEDINGS

State of North Carolina.

SUMMONS

To any Constable or other lawful officer of Swain County -

GRIMETTING:

We command you to summon W. J. Brown, defendant, to appear before M. T. Battle, one of the Justices of the Peace for the County of Swain, on the 5th day of July, 1909, at one o'clock P. M. at his office in Bryson City, Charleston Township in said county, to answer the complaint of A. H. Hayes, plaintiff, in a civil action for the recovery of THIRTY-ONE DOLLARS and TWENTY CENTS, and interest on same from date of note and from date merchandise account was due until paid, due by note and open account for merchandise and demanded by said plaintiff, and for costs.

Herein fail not, and of this summons make due return within the date and manner of service.

This 5th day of June, 1909.

(Sgd) M. T. Battle, J.P.

RETURN:

The defendant, W. J. Brown is not to be found in Swain County, this the 5th day of June, 1909.

(Sgd) R. J. Roane, Sheriff.

NORTH CAROLINA

IN JUSTICE'S COURT

SWAIN COUNTY

CHARLESTON TOWNSHIP

A. H. HAYES

vs.

W. J. BROWN

BEFORE M. T. BATTLE,
JUSTICE OF THE PEACE.

A. H. Hayes being duly sworn deposes and says:

That the defendant is justly indebted to the plaintiff as nearly as he can ascertain the same, over and above all discounts and counterclaims which the said defendant has against him, which debt arose by virtue of a note executed by the defendant to the plaintiff in the sum of \$17.50, on November 13th, 1907, with interest, and the further sum of \$13.70 for merchandise sold the said defendant by F. R. Enloe for A. H. Hayes in the sum during the month of March, 1908, with interest on same.

That the defendant, W. J. Brown, has departed from the state and is now a resident of the State of South Carolina; but has property in Swain County and within the jurisdiction of this court.

(Sgd) A. H. Hayes

Subscribed and sworn to before me, this June 4th, 1909.

(Seal)

(Sgd) W. J. Miller,
Notary Public.

My commission expires August 19, 1910.

NORTH CAROLINA

IN THE JUSTICE'S COURT

SWAIN COUNTY

CHARLESTON TOWNSHIP

A. H. HAYES

vs.

W. J. BROWN

PLAINTIFF'S UNDERTAKING.

WHEREAS, the plaintiff above named is about to apply for a warrant of attachment against the property of W. J. Brown, the defendant herein; Now, therefore, we, A. H. Hayes as principal, and F. R. Enloe, as surety undertake in the sum of Two Hundred Dollars, that if the said warrant be granted, and the defendant recover judgment in this action, or the attachment be set aside by order of the Court, the plaintiff shall pay all costs that may be awarded to the defendant in

the same, and all damage which the defendant may sustain by reason of said attachment.

Witness our hands and seals, this the 5th day of June, 1909.

(Sgd) A. H. Hayes (SEAL)

(Sgd) F.R. Enloe (SEAL)

Approved:

M. T. Battle,
Justice of the Peace.

NORTH CAROLINA
SWAIN COUNTY

IN THE JUSTICE'S COURT
CHARLESTON TOWNSHIP

A. H. HAYES

WARRANT OF ATTACHMENT.

W. J. BROWN

The State of North Carolina,

TO ANY CONSTABLE OR OTHER LAWFUL OFFICER OF SWAIN COUNTY -

GREETINGS:

It appearing by affidavit to the undersigned, that a cause of action exists herein in favor of the above named plaintiff and against W. J. Brown, the defendant, for the sum of \$31.20, with interest thereon; and it further appearing that the said defendant is now a non-resident of the State of North, residing in the State of South Carolina and the plaintiff having given the undertaking required by law;

Now, therefore, you are hereby commanded to attach and safely keep all the property of the said defendant within your county, or so much thereof as may be sufficient to satisfy the plaintiff's demand, with interest thereon, together with costs and expenses; and have you this warrant before one of the Justices of the Peace for the County of Swain, at his office in Charleston Township, in said County and State, on the 5th day of July, 1909, at 2 o'clock P. M.; with your proceedings thereon.

Witness the hand of our said Justice, this the 5th day of June, 1909.

(Sgd) M. T. Battle,

Justice of the Peace.

NORTH CAROLINA
SWAIN COUNTY

IN THE JUSTICE'S COURT
CHARLESTON TOWNSHIP

A. H. HAYES

vs.

W. J. BROWN

AFFIDAVIT TO OBTAIN PUBLICATION.

A. H. Hayes, the plaintiff above named, and who makes this affidavit as such, being first duly sworn, deposes and says: That in the above entitled action now pending before _____, one of the Justices of the Peace of the County of Swain, the Sheriff of said County has returned the summons issued herein endorsed "The defendant, W. J. Brown, is not to be found in Swain County"; that the said defendant cannot, after due diligence, be found within the State of North Carolina; that the said defendant is a proper party to this action; and that he has property and things of value in the County of Swain in said State; that the plaintiff has a good cause of action against the defendant for a note executed by defendant to plaintiff November 13th, 1907, and for merchandise sold and delivered to said defendant as set out in the summons and affidavit for warrant of attachment made and issued in this cause; Wherefore, affiant prays the Court that an order be made and entered directing that service of the summons and warrant of attachment herein be made upon the said defendant by advertising a notice thereof at the Court House door and four other public places in the County of Swain, for four successive weeks, setting forth the title of the action, the names of the parties and the amount of the claims, the issuing of the summons and warrant of attachment, together with a brief recital of the subject matter and nature of the suit, and requiring the defendant to appear at the office of _____, a Justice of the Peace of said County, at his office in Charleston Township, on the 5th day of July, 1909, at 2 o'clock P. M., and answer or demur to the complaint of the plaintiff.

(Sgd) A. H. Hayes

Subscribed and sworn to before me this the 5th day of June, 1909.

(Sgd) W. J. Miller,
Notary Public.
(Seal)
My commission expires August 19, 1910.

ORDER OF PUBLICATION.

It appearing to the Court from the affidavit of A. H. Hayes, made and filed in the above entitled action, that the defendant, W. J. Brown, is a non-resident of the State of North Carolina, now residing in the State of South Carolina, and cannot after due diligence, be found within the State of North Carolina; and it further appearing

that the plaintiff has a good cause of action against the defendant for the sum of \$_____, and interest thereon, and that the said defendant has property and things of value in the State of North Carolina, and in the County of Swain, which property has been duly attached;

It is therefore ordered by the Court that notice of the summons and warrant of attachment issued in this action be published by posting a notice thereof at the Court House door in the town of Bryson City, and at four other public places in the County of Swain, for four successive weeks, setting forth the title of the action, the names of the parties and the amount of the claim, the issuing of the summons and warrant of attachment, together with a brief recital of the subject matter and nature of the suit, and requiring the said defendant to appear at the office of M. T. Battle, a Justice of the Peace for the County of Swain on the 5th day of July, 1909, at 2 o'clock P. M., and answer or demur to the complaint of the plaintiff, or the relief therein demanded will be granted.

This the 5th day of June, 1909.

(Sgd) M. T. Battle,
Justice of the Peace.

NOTICE OF SUMMONS AND WARRANT OF ATTACHMENT.

W. J. Brown, the defendant above named, will take notice that a summons in the above entitled action was issued against him on the 5th day of June, 1909, by A. H. Hayes, one of the Justices of the Peace for the County of Swain, in said State, for the recovery of the sum of \$31.20, with interest thereon, due the plaintiff by a note in the sum of \$17.50 executed by defendant to plaintiff November 13, 1907, and for merchandise as alleged in the summons and affidavit for warrant of attachment; which summons is returnable before said Justice at his office in Charleston Township, in said County and State, on the 5th day of July, 1909, at 2 o'clock, P. M.; and the said defendant will also take notice that a warrant of attachment was issued against his property by said Justice on the said, the 5th day of July, 1909, which warrant is returnable before said Justice at the same time and place as that mentioned above for the return of the summons; when and where the defendant is required to appear and answer or demur to the complaint of the plaintiff, or the relief demanded will be granted.

This the 5th day of June, 1909.

(Sgd) M. T. Battle,
Justice of the Peace.

I, R. J. Roane, Sheriff of Swain County, North Carolina, do hereby return that by virtue of the within attachment I have levied upon the following described real estate of the defendant herein mentioned in the case of A. H. Hayes vs. W. J. Brown:

Beginning on a hickory, Fait Wyatt's corner, on the top of the mountain between Couches Creek and Lufa River and runs N. 70 W. 25 poles to a rock on top of said mountain; then N. 40 W. 105 poles to a birch in John Smith's line; then N. 45 E. 10 poles to a spanish oak in Lee Ashe's line; then with his line East 88 poles to Fait Wyatt's line or corner; then South 100 poles to the Beginning, containing 36 acres.

This levy and return made this the 5th day of June, 1909.

(Sgd) R. J. Roane
Sheriff of Swain County,
North Carolina.

I, R. J. Roane, Sheriff of Swain County, do hereby certify that the foregoing is a true and perfect copy of the levy made by me in the case of A. H. Hayes vs. W. J. Brown on the 5th day of June, 1909.

(Sgd) R. J. Roane,
Sheriff of Swain County
North Carolina.

TRANSCRIPT OF JUDGMENT.

This cause coming on to be heard and the plaintiff appearing in person and by attorney and proving his account on oath by the introduction of a note executed by said W. J. Brown in the sum of \$17.50, dated November 15, 1907, and further proving an account for merchandise in the sum of \$13.70, and it appearing to the satisfaction of the Court that a summons issued in this action was returned not served on the defendant and an order having issued in this cause directing that a notice of the summons and warrant of attachment be served by publication and it now appearing that said notice has been served as the law directs by posting the said notice for four successive weeks at the court house door in Bryson City and at four other public places in the County of Swain, N. C.

It is considered, ordered and adjudged that said notices were posted at the Court House and four other public places in Swain County; that the summons and warrant of attachment issued in the above entitled action have been duly served by said publication; that the defendant is indebted to the plaintiff in the sum of \$31.20 with

interest on same from date of note for note in the sum of \$17.50 and \$13.70 on open account; that the plaintiff have and recover of the defendant the sum of \$31.20 with interest and \$2.45, the cost of this action; that this judgment be and is hereby declared to be a specific lien against the land described in the return to levy filed in this cause and that execution issue against the said lands to the Sheriff or other lawful officer, commanding him out of the said land levied upon as aforesaid to satisfy the judgment aforesaid.

This July 5th, 1909.

(Sgd) M. T. Battle,
Justice of the Peace

I certify that the foregoing is a true transcript from my docket of the judgment rendered in said action by me.

This the 5th day of July, 1909.

(Sgd) M. T. Battle,
Justice of the Peace.

ABSTRACT OF DEED OR GRANT

Grantors

In Preamble

As Signed

As Acknowledged

R. J. Roane, Sheriff	R. J. Roane, Sheriff	J. R. Roane, Sheriff
J. H. Resgan		

1. Kind of Conveyance Sheriff's Deed

3. Is it properly executed yes

5. Before what Officer acknowledged C.S.C.

7. If irregular, copy in full on back

9. Date of acknowledgment Feb. 7, 1910

11. Did officer affix Seal yes

13. Does conveyance contain covenants

- (a) of seizin none
- (b) power to convey none
- (c) against encumbrances none
- (d) against claims of all others none

17. Habendum clause (Quote fully). To have and to hold the said described premises, with the appurtenances, unto the said party of the second part, his heirs or assigns forever.

Exact Description of Property

That WHEREAS, one certain writ of execution issued out of the Superior Court of Swain County in favor of A. H. Hayes Plaintiff, and against W. J. Brown Defendant to the said Sheriff was directed and delivered commanding him out of the personal property of the said W. J. Brown within said County, to satisfy the same, or in default thereof, and of the real property of said judgment debtor in said County situate, cause the same to be made, as by reference to said execution will more fully appear.

And WHEREAS, because sufficient personal property of said judgment debtor to satisfy said execution in said County could not be found, he, the said Sheriff, did levy on, take and seize all the estate, right, title and interest of the said judgment debtor of, in and to the real estate hereinafter particularly described, with the appurtenances, and did, on the 7th day of Feb. 1910, sell the said premises at public auction at the

Court House Door in Bryson City, in the said County after having given the notice of the time and place of such sale, and advertised the same according to law, at which sale the said J. H. Reagan became the last and highest bidder at and for the price of Forty ~~70~~ / ~~100~~ Dollars.

Now therefore know all men by these presents, That the said party of the first part, Sheriff as aforesaid by virtue of said execution, for and in consideration of the sum of the money above mentioned, to him in hand paid by the party of the second part, the receipt whereof, is hereby acknowledged, has granted sold conveyed and confirmed, and by these presents does grant, sell, convey and confirm unto the said party of the second part, his heirs and assigns all the estate, rights, title and interest of the said W. J. Brown judgment debtor aforesaid, where of he was seized or possessed on the day of docketing of said judgment in said County, or at any time afterward, or in and to the following described real estate, to-wit:

BEGINNING on a hickory tree Wyts corner on top of the mountain between Couche's Creek and Ocons Lufty River and runs North 20 West 26 poles to a rock on top of said mountain, then North 40 West 105 poles to a birch in John Smith's line, then North 65 East 10 poles to a spanish oak in the D. Ashe line then with his line East 88 poles to Fate Waytt's corner, then South 100 poles to the BEGINNING.

Containing 36 acres.

ABSTRACT OF DEED OR GRANT

Grantors	In Preamble	As Signed	As Acknowledged
	W. P. Hyde and wife P. L. Hyde	do	do
Grantees	J. H. Reagen		

1. Kind of Conveyance Warranty Deed
 2. Date of Conveyance 12-27-10
 3. Is it properly executed Yes
 4. Date of Entry and No.
 5. Before what Officer acknowledged J.P.
 6. Acknowledgments, regular
 7. If irregular, copy in full on back
 8. Did all grantors acknowledge Yes
 9. Date of acknowledgment 12-27-10
 10. Was privy examination of wife taken Yes
 11. Did officer affix Seal No
 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 1-4-11
 15. Book 76 Page 514
 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 of land
and all privileges and appurtenances thereto belonging unto the
said J. H. Reagen and his heirs and his assigns to their only use
and behoof forever.

Exact Description of Property

On the waters of Couches Creek adjoining the lands of
W. J. Parks and Thomas Childers and bounded as follows:

BEGINNING on a hickory on top of the mountain between
Couche Creek and Lufty River, runs N. 70° 1. 25 poles to a rock in
Queen's line; then N. 45 W. 105 poles to a birch in Smith's line;
then N. 45 E. 15 poles to a S.O. at Ashe's corner on top of a ridge;
then with Ashe line runs E. 82 poles to a locust post, Parker's
corner and Ashe's line; then with Parks line S. 100 (150) poles
to the BEGINNING.

Containing thirty-six acres.

ABSTRACT OF DEED OR GRANT

Grantors
Grantees

In Preamble	As Signed	As Acknowledged
J. H. Reagan and wife, Anglee	J. H. Reagan Anzalee Reagan	J. H. Reagan Anzalee Reagan
John Brown		

- Kind of Conveyance **Quit Claim Deed**
- Date of Conveyance **12-26-17**
- Is it properly executed
- Before what Officer acknowledged **J.P.**
- Date of acknowledgment **12-26-17**
- Did officer affix Seal
- Does conveyance contain covenants
 - (a) of seizin **None**
 - (b) power to convey
 - (c) against encumbrances
 - (d) against claims of all others
- Habendum clause (Quote fully)
- Date of Entry and No.
- Acknowledgments, regular
- Did all grantors acknowledge
- Was privy examination of wife taken
- Was order of probate correct
- Date of filing for record **1-4-18**
- Book **44** Page **539** County.
- Does deed contain any special limitations, provisions or restrictions

Exact Description of Property

BEGINNING: On a hickory, Foget Wigatt corner on the top of the mountain between Couches creek and Lufty, and runs North 70 West 25 poles to oak on top of said mountain; thence North 40 West 105 poles to burch in John Smith's line; thence North 45 East 10 poles to a spanish oak in the Dee Ashe line; thence with his line East 88 poles to a locust, Fayet Wiett corner; thence South 100 poles to the beginning, containing 36 acres more or less.

ABSTRACT OF DEED OR GRANT

Grantors
Grantees

In Preamble	As Signed	As Acknowledged
John Brown and wife Selmer	John Brown and wife, Selmer	John Brown Selmer Brown
J. H. Cunningham		

- Kind of Conveyance **Deed**
- Date of Conveyance **5-4-18**
- 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 **5-4-18**
- Was privy examination of wife taken **Yes**
- Did officer affix Seal **No**
- Was order of probate correct
- Does conveyance contain covenants **5-6-18**
- Book **45** Page **100** County **Swain**
- Does conveyance contain covenants—
(a) of seizin **Yes**
- (b) power to convey **Yes**
- (c) against encumbrances **Yes**
- (d) against claims of all others **Yes**
- Does deed contain any special limitations, provisions or restrictions
- 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. Cunningham, his heirs and assigns, to their only use and behoof forever.**

Exact Description of Property

Adjoining the lands of T. C. Childers.

BEGINNING: On a hickory fork with corner on the mountain between Couches creek and Lufty river, and runs North 70 West 85 poles to a rock on top of said mountain; thence North 40 West 105 poles to a birch in John Smith line; thence North 45 East 10 poles to a spanish oak in the Dee Ashe line; thence with his line East 88 poles to a locust post corner; thence South 100 poles to the beginning, containing 36 acres more or less.

ABSTRACT OF DEED OR GRANT

Grantors
Grantees

In Preamble	As Signed	As Acknowledged
J. H. Cunningham	J. H. Cunningham Mrs. J. H. Cunningham	J. H. Cunningham Mrs. Jennie Cunningham
W. W. Rogers		

1. Kind of Conveyance Deed 2. Date of Conveyance 3-2-20
 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 3-2-20 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— 14. Date of filing for record 3-13-20
 (a) of seizin Yes 15. Book 48 Page 249
 (b) power to convey Yes for Swain County.
 (c) against encumbrances Yes 16. Does deed contain any special limitations, provisions
 (d) against claims of all others. Yes or restrictions _____
 17. Habendum clause (Quote fully) To have and to hold the above described land and premises with all appurtenances thereunto belonging or in any wise appertaining unto the said party of the second part, his heirs and assigns, to the only use and behoof of them and their said heirs and assigns forever.
 Exact Description of Property

BEGINNING On a hickory, Fate Wite's corner on the mountain between Couches creek and Lufty river, and runs North 70 West 25 poles to a rock on top of said mountain; thence North 40 West 105 poles to a birch in John Smith's line; thence North 45 East 10 poles to a spanish oak in the Ashe line; thence with his line East 88 poles to a locust, Fate Wite corner; thence South 100 poles to the beginning, containing 36 acres more or less - said tract of land joining the lands of T. C. Childers, et al.

NORTH CAROLINA

SWAIN COUNTY

IN RE TRACT NO. 52.

K. H. Revis, being duly sworn deposes and says that he is ~~54~~ years of age and has been a resident and citizen of Swain County for a period of ~~27~~ years.

Affiant further states that he is familiar with the ownership and possession of certain lands owned by W. W. Rogers, located in Oconaluftee Township, Swain County, North Carolina and more particularly described as follows:

"BEGINNING at corner 1, a point in the south bank of Couches Creek runs North 88-21 West 4.86 chains, corner 2; thence S. 5-47 W. 22.45 chains, corner 3; thence N. 70-28 E. 6.75 chains, corner 4; thence N. 41-34 W. 24.07 chains, corner 5; thence N. 50-06 E. 5.28 chains, corner 6; thence N. 0-33 E. 25.09 chains, corner 7; then East 12.50 chains, corner 13; then S. 0-52 W. 23.31 chains, to place of beginning, containing about 97 acres."

That the said W. W. Rogers and those under whom he claims, to-wit:

J. H. Cunningham
 John Brown
 J. H. Reagan
 W. P. Hyde
 C.E. Rogers and others

have been in the open notorious, continuous and adverse possession of said lands and premises for a period of thirty years or more, living thereupon, cultivating portions thereof, taking timber and firewood therefrom and making such other uses of said lands as they are susceptible of.

| Sgd) K. H. Revis
 Affiant

Sworn to and subscribed before me this the 20th day of April, 1929.

| Sgd) Will W. Wiggins
 Notary Public

My Commission expires December 19, 1930.

ABSTRACT OF DEED OR GRANT

Grantors

In Preamble

As Signed

As Acknowledged

H. C. Nelon and wife, L. E. Nelon	H. C. Nelon L. E. Nelon	H. C. Nelon L. E. Nelon
W. W. Rogers		

1. Kind of Conveyance Deed
 2. Date of Conveyance 5-20-21
 3. Is it properly executed
 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 5-20-21
 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
 15. Book 49 Page 248
 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 W. W. Rogers, his heirs and assigns to
 their only use and behoof forever.

Exact Description of Property

Being on the waters of Couches Creek.

First Tract. BEGINNING, on a stake in W. W. Roger's line 20 poles East of branch that Roger's lives on; then North 80 poles to a hickory, Beck's corner on a ridge between W. P. Hyde's and Roland's place to W. W. Roger's line, the Walnut place; then 40 poles to the beginning, containing 21 acres,

Second Tract. BEGINNING, on a pine, W. W. Rogers corner, runs West 21 poles to a stake; then North 5° West 20 poles to a stake; then North 25° West 13 poles to a stake; then North 10° East 25 poles to a black oak; then South 39° East 31 poles to a hickory; then South 5° West back to the beginning, containing 18 acres, more or less.

ATTORNEY'S CERTIFICATE AND OPINION

Tract No. 52.

W. W. Rogers

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.....:

W. W. Rogers

..... 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.

2. W.W.Rogers derived his title by a deed from J. H. Cunningham dated March 2, 1920 - this deed is signed by Cunningham and his wife and her privy examination was taken, but her name nowhere appears in the body of the deed. It is, therefore, ineffective to pass the dower interest of Mrs. Cunningham. If she is still living, a quit claim will be necessary. This affects only the southern part of No. 52.

N.C. 14282
8-31-1900
Subtract
Page 288 min
Fr. 90 c

P. L. Hyde

P. L. Hyde

W. C. Hyde + wf
G. T. Hyde
12-27-1919 indirec Executif
36 A

W. J. Brown

7-18-04
36 ft.

(28)
31

J. H. Reagan + wf
Jangler
12-26-17
36 A

(44)
239

John Brown + wf
Delmer
5-4-18
36 A

(45)
100

J. H. Cunningham
3-2-20
36 A

(48)
249

N.C. 7618
4-8-86
100 A.
(13)
(3)

J. S. Ganner
10-7-87
(10)
(331)
62 1/2 A.

H. K. Gann + wife
F. H. Gann

6-16-88
62 1/2 A.
(10)
(338)

W. K. Gann + wife
S. Gann

4-10-97
62 1/2 A.
(26)
(29)

J. C. Chamber + wife
J. C. Chamber
3-12-03
(24)
(537)
62 1/2 A.

J. W. Gann
A. J. 2-6-11

(6)
(28)

C. W. Parker, Master
1-18-15
(42)
(26)

Henry Melan
8-6-17
(42)
(557)

W. W. & C. E. Rogers
C. E. Rogers +
wf Robbie
9-10-18
(42)
(593)

62 A

Tract No. 52

S. 14.21

12-31-00

The portion lying North of grant 7618 does not
to be considered — this should be deducted
from the 114.21 ares given as the total acreage —

Tract 52 included in grants —

7618, 656, 8487 & 14282.

✓	1.	Grant 656 to Joel S. Connor	1860	100
✓	2-	Grant 7618 to Joel S. Connor	1886	110 A.
✓	3-	J.S. Connor, wife to H.H. Gass - ⁶⁵⁶ { 7618 } 1887. 62 $\frac{1}{2}$ a.	1887.	62 $\frac{1}{2}$ a.
✓	4	H.H. Gass to W.H. Queen	1888	62 $\frac{1}{2}$
✓	5.	W.H. Queen, wife, & J.A. Chambers	1897-	62 $\frac{1}{2}$
✓	6-	J.A. Chambers wife, & W. Ashe	1903	62 $\frac{1}{2}$ a.
✓	7.	W. Ashe wife, to C.W. Parker, Trustee	1911-	62 $\frac{1}{2}$.
✓	8.	C.W. Parker to Henry Nelson	1912-	62 $\frac{1}{2}$ ares
✓	9.	H.C. Nelson wife, to W.W. Rogers & C.E. Rogers	1917.	62 $\frac{1}{2}$ ares
✓	10-	C.E. Rogers wife, & W.W. Rogers	1918.	62 a

Grant 14282 ✓

11	Grant to F. Hyde 8-31-00 - Page 288 a Tract 90 a
12	P.F. Hyde (wife of F. Hyde) to J. Brown ^{35 a} part of Grant 14282.
13.	M.P. Hyde & wife P.F. Hyde to J.W. Reagan 36 ares ¹⁹¹⁰ ¹⁹⁰⁵ a
14	A.H. Hayes v. W. J. Brown, ^{Settled 1905} J.P.
15-	R.J. Roane Sheriff to J.W. Reagan ^{Settled 1905} 36 ares
16-	J.W. Reagan & wife to John Brown ^{same 36 ares} 1917
17.	John Brown & wife to J.W. Cunningham .. 1918
18	J.W. Cunningham to W.W. Rogers ^{with signature not made} affidavit of J.W. Davis ..

Grant 8487

S. 14.21 in 36 a tract

all acreage from 224 to Cattaret now owned by Thomas
Kings -

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.

W. W. Rogers and

C. E. Rogers

to

S. W. Black

for

H. C. Nelson

1. Kind of instrument **Deed in Trust**
2. Date of instrument **8-6-17**
3. Consideration \$ **600.00**
4. Maturity date **8-6-20**
5. Is it properly executed? **yes**
6. Date acknowledged **10-1-17**
7. Before what officer acknowledged **C.S.C.**
8. Was privy examination of wife held? **no**
9. Date of filing for record **10-21-17**
10. Recorded in Book **10** Page **443**
11. Does this instrument form a link in the chain of title? **County.**

DESCRIPTION OF PROPERTY

BEGINNING on a spanish oak,

North 100 poles to a hickory;

West 100 poles to a stake;

South 100 poles to a spanish oak;

East 100 poles to the BEGINNING.

Containing 62 acres.

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

This deed of trust having been presented with the notes marked paid,
I hereby cancel the same.

Ellis Burnett

Reg. Of Deeds.

ATTORNEY'S CERTIFICATE AND OPINION

Tract No. 52.

W.W.Rogers

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.....;

W. W. Rogers

..... 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.

2. W.W.Rogers derived his title by a deed from J. H.

Cunningham dated March 2, 1920 - this deed is signed by Cunningham and his wife and her privy examination was taken, but her name no where appears in the body of the deed. It is, therefore, ineffective to pass the dower interest of Mrs. Cunningham. If she is still living, a quit claim will be necessary. This affects only the southern part of No. 52.

Since writing the above, the necessary quit claim deed from J. H. Cunningham and wife has been secured and registered.

NOTE:- Tract No. 52 includes a small area of about 18 acres, which is included in the option but is not included in the deed from W. W. Rodgers and wife to State of North Carolina, for the reason that it appeared that this area does not belong to Mr. Rodgers and will be included in other purchases. This 18 acres is deducted from the deed under an agreement to deduct \$200.00 from the purchase price mentioned in the option.

This 17th day of May, 1920.

616
Johnson & Lewis

Attorney

STATE OF NORTH CAROLINA

Swain

COUNTY. }

THIS DEED, Made this 28th day of May A.D. 1929, by and between
W. W. Rogers and wife, Arlevia Rogers
of McDowell 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 -----TWELVE HUNDRED FIFTY DOLLARS -----(\$ 1250.00) 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 Township Swain County, State of North Carolina, particularly described as follows, viz.:

T R A C T N O . 5 2 .

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

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

BEGINNING, at Corner 1, a stake in place of mountain oak scribed C.Cor. II, old marked corner. Witness an 18" hickory scribed B.T.C. about two chains south of Couches Creek. Corner 4 of the J. H. Connor Estate Tract (50), and a common corner to the H. K. Revis Tract (53); thence with three lines of the H. K. Revis Tract (53), N. 88-21 W. 4.86 chains, corner 2, a stake scribed W.R. No. III, old marked corner on south side of Couches Creek, witness a 6" birch scribed B.T.W.R.Cor. III; S. 5-47 W. 22.45 chains, corner 3, a 6" hickory scribed W.R. Cor. IV old marked corner; N. 70-28 W. 6.75 chains, corner 4, planted stone beside a 5" chestnut scribed W.R.C. V on a ridge, corner 6 of the Tom Childers Tract (51) and a common corner to the W. H. Queen Tract (56); thence with four lines of the Tom Childers tract (51) N. 41-34 W. 24.07 chains corner 5, planted stone in place of birch, old marked corner, 20" beech scribed B.T.W.R.C. VI, as witness; N. 60-06 E. 5.28 chains, corner 6, stake in place of spanish oak scribed W.R.C. VII on top of ridge N. 0-33 E. 25.09 chains, corner 7, 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; thence East 12.50 chains to corner 13, a black oak scribed T.C. II, N. 79-18 E. 11.21 chains, corner 14, an old marked hickory scribed T.C. III, corner 3 of the J. H. Connor Estate Tract (50) and corner 3 of the Treadaway Tract (49); thence, with the J. H. Connor Estate Tract (50) S. 0-52 W. 23.31 chains, to the place of beginning, containing 95.41 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."

SIGNED, SEALED AND DELIVERED
in the presence of

W. W. Rogers (Seal)

Arlevia Rogers (Seal)

(Seal)

(Seal)

(Seal)

STATE OF NORTH CAROLINA McDowell COUNTY.

I, E. Rector, a Notary Public

do hereby certify that W. W. Rogers.

and Arlevia Rogers.

his wife, personally appeared before me this day and acknowledged the due execution of the foregoing instrument; and the said Arlevia Rogers, 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 Official seal this day of June, A.D. 192⁹

E. Rector

Notary Public.

My commission expires Oct 14, 1929

Warranty Deed

W. W. Rogers and wife

TO

THE STATE OF NORTH CAROLINA

Consideration - - - \$ 1250.00

Dated 28th day of May, 1929.

Filed for registration on the 21

day of June, 1929, at 9:14

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

of the Register of Deeds for

Swain

County, North Carolina, on the 21

day of June, 1929, in Book

No. 58 of Deeds, at page 386.

Ellis Burnette

Register of Deeds.

STATE OF NORTH CAROLINA

Swain

COUNTY

The foregoing certificate of E. R. Keeter is registered.

be registered.

This 21 day of June

A.D. 1929

E. R. Keeter

Clerk

P. O. Box 1232,
Asheville N.C.

June 18, 1929.

Mr. W. W. Rogers,
Clinchfield Station,
Marion, N. C.

Dear Sir:

Enclosed herewith is Central Bank Check No. 6-C, for \$1,250.00, payable to you and Mrs. Rogers, which is in full payment of your land in the Great Smoky Mountains National Park.

Yours very truly,

NORTH CAROLINA PARK COMMISSION

By

H. K. Sanders.

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

January 9, 1931.

RECEIVED OF W. W. Rogers the sum of TWELVE
DOLLARS & 50/100 DOLLARS (\$12.50) in payment of
rent for January, 1931, for land known as Tract
No. 55, with the buildings thereon, in accordance
with lease, dated December 1, 1930.

NORTH CAROLINA PARK COMMISSION

By

Treasurer.

Per