

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).

N. 0-05 E.

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.

Location: This tract is located on the waters of Couches Creek, a tributary of Oconalufly 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	<u>\$1,450.00</u>

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, 1796 and the southern portion of Tract No. 52 is a lappage on Grant 2487 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, 1866 and covers the western portion of the sixty-two and one-half acre tract hereinafter referred to.

3. J. S. Connor and wife, Katherine Connor, by deed dated October 7, 1867, conveyed a tract of sixty-two and one-half acres to H. K. Cass. 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, 1868, H. K. Cass and wife, F. H. Cass 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 heretofore 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 C.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. C. E. Rogers and wife, Rebbie Rogers, by deed dated September 10, 1918, conveyed the interest of C.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 557 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 NOS. 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 14382, issued to P. L. Hyde above referred to. This page is upon the southern part of Tract 52, lying south of Grants 7618 and 856. 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 E. 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 14382 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 18.80 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

1. Kind of Conveyance State Grant 656
2. Date of Conveyance 8-17-1860
3. Is it properly executed 8-20-1854
4. Date of Entry and No. 8-20-1854
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 18  
for \_\_\_\_\_ 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 81 East 165 poles to a stake; thence South 120 poles to the **BEGINNING**.

# ABSTRACT OF DEED OR GRANT

	In Preamble	As Signed	As Acknowledged
Grantors	N. C. # 7618		
Grantees	Joel 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 privity examination of wife taken
11. Did officer affix Seal
12. Was order of probate correct
13. Does conveyance contain covenants—
14. Date of filing for record 8-5-91
- (a) of seizin
15. Book 13 Page 3
- (b) power to convey
- for Swain County.
- (c) against encumbrances
16. Does deed contain any special limitations, provisions or restrictions
- (d) against claims of all others
17. Habendum clause (Quote fully)

100 acres

## Exact Description of Property

On Caushes Creek. Beginning at a Spruce Pine, on the bank and runs N 70 p. to a Stake; thence W. 160 p. to a Stake; thence S 100 p. to a Stake thence E. 160 p. to a Stake; thence N. 30 p. 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. Cass**

- |   |  |
|---|--|
| <p>1. Kind of Conveyance <b>Warranty Deed</b></p> <p>3. Is it properly executed <b>yes</b></p> <p>5. Before what Officer acknowledged <b>J. F.</b></p> <p>7. If irregular, copy in full on back <b>10-7-87</b></p> <p>9. Date of acknowledgment <b>10-7-87</b></p> <p>11. Did officer affix Seal</p> <p>13. Does conveyance contain covenants—<br/>             (a) of seizin <b>yes</b><br/>             (b) power to convey <b>yes</b><br/>             (c) against encumbrances <b>yes</b><br/>             (d) against claims of all others <b>yes</b></p> <p>17. Habendum clause (Quote fully) <b>To have and to hold the afore said tract of land together with all privileges and appurtenances thereto belonging to the said H. K. Cass his heirs and assigns to their only use and behoof forever.</b></p> | <p>2. Date of Conveyance <b>10-7-87</b></p> <p>4. Date of Entry and No.</p> <p>6. Acknowledgments, regular <b>yes</b></p> <p>8. Did all grantors acknowledge <b>yes</b></p> <p>10. Was privy examination of wife taken <b>yes</b></p> <p>12. Was order of probate correct <b>yes</b></p> <p>14. Date of filing for record <b>12-20-88</b></p> <p>15. Book <b>10</b> Page <b>331</b><br/>             for <b>Swain</b> County.</p> <p>16. Does deed contain any special limitations, provisions or restrictions</p> |
|---|--|

## 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

In Preamble

As Signed

As Acknowledged

H. K. Cass  
F. H. Cass, his wife

H. K. Cass  
F. H. Cass, his wife

H. K. Cass  
F. H. Cass, his wife

W. H. Queen

- |   |  |
|---|--|
| <p>1. Kind of Conveyance <u>Warranty Deed</u></p> <p>3. Is it properly executed.....</p> <p>5. Before what Officer acknowledged..... <u>J. P.</u></p> <p>7. If irregular, copy in full on back.....</p> <p>9. Date of acknowledgment..... <u>6-16-88</u></p> <p>11. Did officer affix Seal.....</p> <p>13. Does conveyance contain covenants—</p> <p>    (a) of seizin..... <u>yes</u></p> <p>    (b) power to convey..... <u>yes</u></p> <p>    (c) against encumbrances..... <u>yes</u></p> <p>    (d) against claims of all others..... <u>yes</u></p> <p>17. Habendum clause (Quote fully)..... <u>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.</u></p> | <p>2. Date of Conveyance..... <u>6-16-88</u></p> <p>4. Date of Entry and No.....</p> <p>6. Acknowledgments, regular..... <u>yes</u></p> <p>8. Did all grantors acknowledge..... <u>yes</u></p> <p>10. Was privity examination of wife taken..... <u>yes</u></p> <p>12. Was order of probate correct..... <u>yes</u></p> <p>14. Date of filing for record..... <u>12-20-88</u></p> <p>15. Book..... <u>10</u>..... Page..... <u>338</u><br/>for <u>Swain</u>..... County.</p> <p>16. Does deed contain any special limitations, provisions or restrictions.....</p> |
|---|--|

## 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 Homers line**

**East with said line 100 poles to BEGINNING**

**Containing 62 1/2.**

# ABSTRACT OF DEED OR GRANT

	In Preamble	As Signed	As Acknowledged
Grantors	W. H. Lucevaise S. A. Lucev	✓	✓
Grantees	J. A. Chambers		

- Kind of Conveyance Warranty
- Date of Conveyance 4-10-97
- Is it properly executed yes
- 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
- Was privy examination of wife taken yes
- Date of acknowledgment 4-10-97
- Was order of probate correct yes
- Did officer affix Seal No
- Date of filing for record 9-5-04
- Does conveyance contain covenants—
- Book 26 Page 209
- (a) of seizin yes
- for Swain County.
- (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

17. Habendum clause (Quote fully) To have & to hold the above said & parcel of land to & for the use & benefit of the said J. A. Chambers his heirs & assigns & to their only use & behoof forever

## Exact Description of Property

Beginning on a Spanish Oak & run N 100 P to a hickory. Thence W 100 P to a stake & fence. Thence S 100 P to a Spanish Oak J. S. Connors line. Thence with said line E 100 P to the beginning. Cont 62 1/2 acres

# ABSTRACT OF DEED OR GRANT

Grantees

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

1. Kind of Conveyance Warranty Deed
3. Is it properly executed no seal
5. Before what Officer acknowledged J. P.
7. If irregular, copy in full on back
9. Date of acknowledgment 3-12-03
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 3-12-03
4. Date of Entry and No.
6. Acknowledgments, regular yes
8. Did all grantors acknowledge yes
10. Was privity examination of wife taken yes
12. Was order of probate correct yes
14. Date of filing for record 9-9-03
15. Book 24 Page 557
- for Joan 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 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 Couches 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. Connors 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.

1. Kind of instrument.....
2. Date of instrument..... Deed in Trust
3. Consideration \$..... 2-6-11
4. Maturity date..... 150.00
5. Is it properly executed?..... 2-6-12
6. Date acknowledged..... 2-6-11
7. Before what officer acknowledged?..... J. P.
8. Was privy examination of wife held?..... yes
9. Date of filing for record..... 2-10-11
10. Recorded in Book..... 6 Page..... 233  
for..... Dwain County.
11. Does this instrument form a link in the chain of title?.....

## DESCRIPTION OF PROPERTY

### FIRST 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 J. S. Connors 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
G. W. Parker	G. W. Parker, Trustee	G. W. Parker
Henry Nelson		

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 convenants—
14. Date of filing for record 3.15.15
15. Book 42 Page 26
- (a) of seizin yes
- (b) power to convey yes
- (c) against encumbrances yes
- (d) against claims of all others yes
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 Henry Nelson heirs and assigns to their only use and behoof forever.

## Exact Description of Property

### PLAT 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. Connors line

East 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

In Preamble

As Signed

As Acknowledged

H. C. Nelson, and wife  
L. E. Nelson

H. C. Nelson, and wife  
L. E. Nelson

H. C. Nelson, and wife  
L. E. Nelson

W. W. Rogers and  
C. E. Rogers

1. Kind of Conveyance Warranty Deed
3. Is it properly executed
5. Before what Officer acknowledged C. S. C
7. If irregular, copy in full on back
9. Date of acknowledgment 10-1-17
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
4. Date of Entry and No. 8-6-17
6. Acknowledgments, regular
8. Did all grantors acknowledge yes
10. Was privity examination of wife taken yes
12. Was order of probate correct yes
14. Date of filing for record yes
15. Book 42 10-1-17 Page 67 County.
16. Does deed contain any special limitations, provisions or restrictions

17. Habendum clause (Quote fully) To have and to hold the sforessaid tract or parcel of land and all criviliges and appurtenances thereto belonging to the said W. W. Rogers 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

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 or restrictions **Their undivided one-half interest**
- (d) 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 appurtenances thereto belonging 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. Conner, 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
Grantors	P. L. Kyle &c	P. L. Kyle &c	P. L. Kyle &c
Grantees	W. J. Brown		

- Kind of Conveyance *Warrant Deed*
- Date of Conveyance *2-13-04*
- Is it properly executed *yes*
- 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 *7-5-04*
- Was privy examination of wife taken *no*
- Did officer affix Seal *no*
- Was order of probate correct *yes*
- Does conveyance contain covenant:
  - of seizin *yes*
  - power to convey *yes*
  - against encumbrances *yes*
  - against claims of all others *yes*
- Date of filing for record *3-16-05*
- Book *28* Page *31*
- for *Swain* County.
- Does deed contain any special limitations, provisions or restrictions

17. Habendum clause (Quote fully): *John &c to hold the above said limited parcel of land together with all property and privilege thereto, belong to him, the said W. J. Brown, his heirs &c forever.*

Exact Description of Property

*Beginning on a Hickory Tree with a  
and on the top of the Mt. between Carshers  
Creek & Luffy & runs N 70 W 25 f. to  
rock on top of said Mt; then N 40 W 10 f.  
to a Birch in John Smith's line  
then N 45 E. 10 f. to a S. Oak in Lee Adams  
line; then with his line East 88 f. to  
a Locust J. Wyatts corner; then S 100  
f. to the beginning. Cont. 36 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 ~~6-4-1909~~-----
4. Date of filing *lis pendens*-----
5. Judgment recorded in Book----- Page-----

## PROCEEDINGS

State of North Carolina.

## S U M M O N S

To any Constable or other lawful officer of Swain County -

### G R E E T I N G S:

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.

### R E T U R N S:

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

SWAIN COUNTY

A. H. HAYES

vs.

W. J. BROWN

IN JUSTICE'S COURT

CHARLESTON TOWNSHIP

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

SWAIN COUNTY

A. H. HAYES

vs.

W. J. BROWN

IN THE JUSTICE'S COURT

CHARLESTON TOWNSHIP

P L A I N T I F F ' S   U N D E R T A K I N G .

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

IN THE JUSTICE'S COURT

SWAIN COUNTY

CHARLESTON TOWNSHIP

A. H. HAYES

vs.

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 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.

AFFIDAVIT TO OBTAIN PUBLICATION.

W. J. BROWN

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.

(Seal)

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

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 our 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 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; then 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, Falt Wyatt's corner, on the top of the mountain between Couches Creek and Lufta 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 Falt 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 \$17.30 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 he 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  
Grantees

In Preamble	As Signed	As Acknowledged
R. J. Roane, Sheriff	R. J. Roane, Sheriff	J. H. Roane, Sheriff
J. H. Roane		

- Kind of Conveyance... Sheriffs Deed
- Date of Conveyance... Feb. 7, 1910
- Is it properly executed... yes
- Date of Entry and No.
- Before what Officer acknowledged... C.S.C.
- Acknowledgments, regular... yes
- Did all grantors acknowledge... yes
- Was privy examination of wife taken
- Did officer affix Seal... yes
- Was order of probate correct... yes
- Does conveyance contain convenants—
- Date of filing for record... Feb. 7, 1910
- (a) of seizin... none
- (b) power to convey... none
- (c) against encumbrances... none
- (d) against claims of all others... none
- Book... 34 Page... 262
- for... Swain County.
- Does deed contain any special limitations, provisions or restrictions
- 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. Stoen 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~~ 166 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, right, title and interest of the said N. 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 Pole Wye's corner on top of the mountain between Couche's Creek and Ocona Luffy River and runs North 20 West 25 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 Kate Waytt's corner, then South 100 poles to the BEGINNING.

Containing 36 acres.

# ABSTRACT OF DEED OR GRANT

Grantees

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

- Kind of Conveyance... Current Deed
- Is it properly executed... Yes
- Before what Officer acknowledged... J. P.
- If irregular, copy in full on back
- Date of acknowledgment... 12-27-10
- 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
2. Date of Conveyance... 12-27-10
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... 1-4-11
15. Book... 20 Page... 14 County... Swain
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 Couches Creek and Luffy River, runs N. 70 W. 25 poles to a rock in Queen's line; then E. 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

In Preamble

As Signed

As Acknowledged

J. H. Reagan  
and wife,  
Anglee

J. H. Reagan  
Anzalee Reagan

J. H. Reagan  
Anzalee Reagan

John Brown

- |   |  |
|---|--|
| <p>1. Kind of Conveyance <u>Quit Claim Deed</u></p> <p>3. Is it properly executed</p> <p>5. Before what Officer acknowledged <u>J.P.</u></p> <p>7. If irregular, copy in full on back</p> <p>9. Date of acknowledgment <u>12-26-17</u></p> <p>11. Did officer affix Seal</p> <p>13. Does conveyance contain covenants—<br/>             (a) of seizin <u>None</u><br/>             (b) power to convey<br/>             (c) against encumbrances<br/>             (d) against claims of all others</p> <p>17. Habendum clause (Quote fully)</p> | <p>2. Date of Conveyance <u>12-26-17</u></p> <p>4. Date of Entry and No.</p> <p>6. Acknowledgments, regular <u>No</u></p> <p>8. Did all grantors acknowledge <u>Yes</u></p> <p>10. Was privity examination of wife taken <u>Yes</u></p> <p>12. Was order of probate correct <u>Yes</u></p> <p>14. Date of filing for record <u>1-4-18</u></p> <p>15. Book <u>44</u> Page <u>539</u><br/>             for <u>Swain</u> County.</p> <p>16. Does deed contain any special limitations, provisions or restrictions</p> |
|---|--|

## Exact Description of Property

**BEGINNING:** On a hickory, Foget Wigatt corner on the top of the mountain between Couches creek and Luffy, 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 Wiatt corner; thence South 100 poles to the beginning, containing 36 acres more or less.

# ABSTRACT OF DEED OR GRANT

In Preamble

As Signed

As Acknowledged

John Brown and wife  
Selmer

John Brown and  
wife,  
Selmer

John Brown  
Selmer Brown

J. H. Cunningham

- |   |   |
|---|---|
| <p>1. Kind of Conveyance <u>Deed</u></p> <p>3. Is it properly executed</p> <p>5. Before what Officer acknowledged <u>J.P.</u></p> <p>7. If irregular, copy in full on back</p> <p>9. Date of acknowledgment <u>5-4-18</u></p> <p>11. Did officer affix Seal</p> <p>13. Does conveyance contain covenants—</p> <p style="padding-left: 20px;">(a) of seizin <u>Yes</u></p> <p style="padding-left: 20px;">(b) power to convey <u>Yes</u></p> <p style="padding-left: 20px;">(c) against encumbrances <u>Yes</u></p> <p style="padding-left: 20px;">(d) against claims of all others <u>Yes</u></p> <p>17. Habendum clause (Quote fully) <u>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.</u></p> | <p>2. Date of Conveyance <u>5-4-18</u></p> <p>4. Date of Entry and No.</p> <p>6. Acknowledgments, regular <u>Yes</u></p> <p>8. Did all grantors acknowledge <u>Yes</u></p> <p>10. Was privity examination of wife taken <u>Yes</u></p> <p>12. Was order of probate correct <u>No</u></p> <p>14. Date of filing for record <u>5-6-18</u></p> <p>15. Book <u>45</u> Page <u>100</u><br/>for <u>Swain</u> County.</p> <p>16. Does deed contain any special limitations, provisions or restrictions</p> |
|---|---|

## 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 Lufky 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 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

In Preamble

As Signed

As Acknowledged

Grantees

J. H. Cunningham	J. H. Cunningham Mrs. J. H. Cunningham	J. H. Cunningham Mrs. Jennie Cunningham
W. W. Rogers		

- Kind of Conveyance **Deed**
- Is it properly executed
- Before what Officer acknowledged **N. P.**
- If irregular, copy in full on back
- Date of acknowledgment **3-2-20**
- Did officer affix Seal
- Does conveyance contain covenants—
  - of seizin **Yes**
  - power to convey **Yes**
  - against encumbrances **Yes**
  - against claims of all others **Yes**
- Date of Conveyance **3-2-20**
- Date of Entry and No.
- Acknowledgments, regular **Yes**
- Did all grantors acknowledge **Yes**
- Was privity examination of wife taken **Yes**
- Was order of probate correct **Yes**
- Date of filing for record **3-13-20**
- Book **48** Page **249**
- for **Swain** County.
- Does deed contain any special limitations, provisions or restrictions
- 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 Luffy 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 34 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 Ocona Luffy 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 W. 6.75 chains, corner 4; thence N. 41-34 W. 24.07 chains, corner 5; thence N. 60-06 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) Wiel W. Wiggins  
Notary Public.

My Commission expires December 19, 1930.

# ABSTRACT OF DEED OR GRANT

Grantees

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

- Kind of Conveyance Deed
- Date of Conveyance 5-20-21
- Is it properly executed
- Date of Entry and No.
- Before what Officer acknowledged N. P.
- Acknowledgments, regular Yes
- If irregular, copy in full on back
- Did all grantors acknowledge Yes
- Was privity examination of wife taken Yes
- Date of acknowledgment 5-20-21
- Was order of probate correct Yes
- Did officer affix Seal Yes
- Date of filing for record 6-6-21
- Does conveyance contain covenants—
- Book 49 Page 248
- (a) of seizin Yes
- for Swain County.
- (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 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, Betk'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, and 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

**Treat 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 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.

N.C. 14282

8-31-1900

See abstract  
Page 1882 in

Li. 90 C

P. L. Hyde

P. L. Hyde

$\frac{28}{31}$

2-18-04  
36 H.

W. J. Brown

W. P. Hyde + wife

P. L. Boone Sherill  
under E. C. Sherill

12-27-19

$\frac{36}{314}$

36 A

J. H. Pearson + wife

12-26-17

$\frac{44}{539}$

36 A

John Brown + wife

15-4-18

$\frac{45}{100}$

36 A

J. H. Cunningham

3-2-20

$\frac{48}{249}$

36 A

N.C. 7618

4-8-86

$\frac{13}{3}$

100 A.

J. S. Garner

10-7-87

$\frac{10}{331}$

62 1/2 H.

H. K. Guss + wife  
F. H. Guss

6-16-88

$\frac{18}{338}$

62 1/4 H.

W. H. Guss + wife  
S. Guss

4-10-97

$\frac{26}{269}$

62 1/4 A

J. H. Chambers + wife  
J. H. Chambers

3-12-03

$\frac{24}{557}$

62 1/4 H.

D. W. Ashe

A. J.

2-6-11

$\frac{6}{283}$

62 1/2 H.

C. W. Parker + wife

$\frac{42}{26}$

1-18-15

62 1/2

H. W. Melan

$\frac{42}{557}$

8-6-17

62 1/2 A

W. W. C. Rogers

C. E. Rodgers + wife

9-10-18

$\frac{42}{593}$

62 A

H. W. Rogers -

533

Tract No. 52

The portion being north of grant 7618 not to be considered — this should be deducted from the 114.21 acs given as the total acreage —

Tract 52 included in grant -

7618, 656, 8487 and 14282

✓ 1	Grant 656 to J. S. Connor	1860	100
✓ 2	Grant 7618 to J. S. Connor	1886	110 H.
✓ 3	J. S. Connor wife to H. K. Gass	1887	62 1/2 a
✓ 4	H. K. Gass to W. H. Queen	1888	62 1/2
✓ 5	W. H. Queen wife to J. A. Chambers	1897	62 1/2
✓ 6	J. A. Chambers wife to D. W. Ashe	1903	62 1/2 a.
✓ 7	D. W. Ashe wife to C. W. Parker	1911	62 1/2
✓ 8	C. W. Parker to Henry Nelson	1915	62 1/2 acs
✓ 9	H. C. Nelson wife to W. W. Rogers & C. E. Rogers	1917	62 1/2 acs
✓ 10	C. E. Rogers wife to W. W. Rogers	1918	62 a

Grant 14282

11	Grant to P. S. Hyde 8-31-00 - Page 282 a	Tract 90.0
12	P. S. Hyde (wife of P. S. Hyde) to J. P. Brown	35 a
13	W. P. Hyde wife P. S. Hyde to J. H. Reagan	36 acs
13	A. H. Hayes v. W. J. Brown, Judgment	Settled 1909 \$10
14	R. J. Roane Sheriff to J. H. Reagan	36 acs
✓ 15	J. H. Reagan wife to John Brown	36 acs 1907
✓ 16	John Brown wife to J. H. Cunningham	1918
✓ 17	J. H. Cunningham to W. W. Rogers	Acres 36 acs
18	affidavit of W. W. Rogers	

Grant 8487

Supra on 36 a tract

All acreage Grant 224 to Call Act now owned by Thomas King -

## (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**  
County.
11. Does this instrument form a link in the chain of title?

## 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.....:

J. 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 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, 1929.

Address.....

Attorney

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 -----TWLEVE 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:

TRACT NO. 52.

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 Luffy 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)

STATE OF NORTH CAROLINA *McDowell* COUNTY.

I, *E. H. Reuter*, 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 *June* day of *June*, A.D. 192*9*

My commission expires *Oct 14 1929*

*E. H. Reuter*  
Notary Public.

# 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 385

Ellis Burnett

Register of Deeds.

STATE OF NORTH CAROLINA  
The foregoing certificate of E. R. Keeter A. N. P. County, Swain  
of McDowell County, is adjudged to be correct. Let the instrument and the  
be registered.  
This 21 day of June A.D. 1929

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