

DESCRIPTION OF THE BOUNDARY
OF THE
H. K. REVIS TRACT (53)
SWAIN COUNTY, NORTH CAROLINA.

Lying on Couches Creek, a tributary of Ocona Luffy River.

Beginning at Corner 1, an 8" hickory with old marks,
blazed and scribed C. Cor. IV.

Thence, S. 3-11 W.

With an old marked line.

21.92 Corner 2, a pine with old Corner marks, on top of a ridge.

Thence, N. 86-01 W.

15.26 Corner 3, a chestnut post scribed R-Cor.III.

A 20" chestnut, blazed and scribed B.T.-R. Cor.III, bears
S. 21-30 W. .28 chain distant.

Thence, S. 2-32 W.

11.64 Corner 4, a chestnut post scribed R-Cor.IV.

A 15" black oak, blazed and scribed B.T.-R. Cor IV, bears
N. 14-00 W. .15 chain distant.

Thence, N. 39-28 W.

31.01 Corner 5, which is Corner 4 of the W.W. Rogers Tract (52),
a planted stone beside a 5" chestnut scribed W.R.C.-V, on
a ridge.

Thence, with three lines of the W.W.
Rogers Tract (52).

S. 70-28 E.

6.75 Corner 6, a 6" hickory, with old marks, scribed W.R.C.IV.

N. 5-47 E.

22.45 Corner 7, 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. 88-21 E.

4.86 Corner 8, a stake in place of a mountain oak, scribed
C.-Cor. II. Old marked corner.

Witness, an 18" hickory scribed B.T.C.

Thence. N. 89-28 E.

24.26 Corner 9, a stake on East bank of Couches Creek, scribed
C.-Cor. III.

An 18" white walnut, scribed B.T.C. Cor. III, bears
N. 29-00 W. .35 chain distant.

Thence, S. 3-02 W.

11.60 The place of beginning, containing 102.94 acres.

ASHEVILLE, N. C.

REPORT ON THE K. H. REVIS TRACT - NO. 53Location:

This tract lies on Couches Creek, a tributary of the Oconalufy River, flowing into the river from the West a little above Ravensford. It lies about a half a mile up Couches Creek from the main highway running up to Oconalufy River. The nearest railroad point is Ravensford, not over two miles distance.

Description:

This is a tract of cutover land, where the large trees were removed many years ago. Party bought it last year, paying \$1,000.00 for it, and cleared up 2 or 3 acres, erecting a three room box house and other outbuildings. The land is steep, and was bought principally for the purpose of removing the wood products, which would be profitable in a small way.

Improvements:

The house of the owner is a single story, three room box house, and another one room house for his son, together with a small barn, all newly built and in good condition.

Valuation:

In analyzing the values that make up the worth of this property, the following tabulation is submitted:

| | |
|--------------------------|-----------------|
| Three room box house | \$ 75.00 |
| One room box house | 25.00 |
| Small Barn | 25.00 |
| 102.94 acres timber land | <u>1,075.00</u> |
| Total | \$1,200.00 |

As a proposition of removing the cross ties, pulp and acid wood and telephone poles, the property is well worth the value to be paid.

W. H. M. M. M. M. M.

S. F. Chapman

APPROVED BY THE EXECUTIVE COMMITTEE
NORTH CAROLINA PARK COMMISSION

Purchased 8/10/29

ATTORNEY'S CERTIFICATE AND OPINION

Tract No. 53.

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 name owner.....:

K. H. Revis.

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

AMENDED OPINION -

1. Subject to taxes for 1929.
2. The title to this tract in our opinion is good except as to sixteen acres at the southwest corner of the tract, which is not covered by deeds under which K. H. Revis claims. This sixteen acres should be deducted from payment of purchase money until he has completed his title thereto.

ATTORNEY'S CERTIFICATE AND OPINION

Tract No. 53.

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.....:

K. H. Revis

~~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 for the year 1928.

2. Deed in Trust: K. H. Revis and wife to Felix E. Alley given to secure the sum of \$800.00 which is not cancelled of record. Said Deed in Trust is recorded in Deed of Trust Book 15, page 447.

3. A Quit Claim Deed giving the correct description of Tract No. 53 must be obtained from the heirs at law of W. H. Thomas before title will vest in K. H. Revis.

4. We are of the Opinion that it would be easier to condemn this tract than to try to locate all the heirs at law of William H. Thomas.

5. An Affidavit should be obtained showing that J. L. Wyatt was unmarried on December 19, 1908.

ABSTRACT OF DEED OR GRANT

Grantees

In Preamble

As Signed

As Acknowledged

W. J. Parks and wife
Coral Elma Parks

W. J. Parks and wife
Coral Elma Parks

W. J. Parks and wife,
Coral Elma Parks

H. K. Revis

1. Kind of Conveyance..... **Deed**
3. Is it properly executed.....
5. Before what Officer acknowledged..... **N.P.**
7. If irregular, copy in full on back.....
9. Date of acknowledgment..... **2-8-27**
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..... **2-4-27**
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..... **1-8-29**
15. Book..... **56** Page..... **70**
 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 tracts or parcels of land and all privileges and appurtenances thereto belonging to the said H. K. Revis, his heirs and assigns, to their only use and behoof forever.**

Exact Description of Property

First Tract. BEGINNING, on a stake, W. J. Brown's corner, and runs South 75 East 25 poles to a hickory; thence South 70 East 20 poles to a chestnut; thence South 30 East 22 poles to a hickory; thence East 8 poles to a stake; thence North 70 East 88 poles to a chestnut; thence North 30 poles to a chestnut; thence North 45 East 40 poles to a sourwood; thence East 3 poles to a hickory; thence South 95 poles to a pine; thence North 68 West 45 poles to a stake; thence South 70 East 65 poles to a stake; thence South 4 poles to a stake; thence South 45 West 16 poles to a pine; thence North 40 West 84 poles to the beginning, containing 56 acres more or less.

Second Tract. BEGINNING, on a hickory, W. H. Queen's corner, and runs North 45 West 50 poles to J. H. Conner's corner; thence with Conner's line West 140 poles to a locust; thence South 100 poles to a hickory; thence South 70 East 20 poles to a chestnut; thence South 30 East 22 poles to a hickory; thence East 8 poles to a stake; thence North 70 East 88 poles to a chestnut; thence North 30 poles to a chestnut; thence North 45 East 40 poles to a sourwood; thence East 3 poles to the beginning, containing 92 acres, more or less.

ABSTRACT OF DEED OR GRANT

In Preamble

As Signed

As Acknowledged

**W. J. Parks
and wife,
Coralma Parks**

**W. J. Parks
Coral Elma Parks**

**W. J. Parks
Coral Elma Parks**

H. K. Revis

- | | |
|---|--|
| <p>1. Kind of Conveyance Deed</p> <p>2. Is it properly executed</p> <p>3. Before what Officer acknowledged N.P.</p> <p>4. If irregular, copy in full on back</p> <p>5. Date of acknowledgment 2-8-27</p> <p>6. Did officer affix Seal Yes</p> <p>7. Does conveyance contain convenants—</p> <p> (a) of seizin Yes</p> <p> (b) power to convey Yes</p> <p> (c) against encumbrances Yes</p> <p> (d) against claims of all others Yes</p> <p>17. Habendum clause (Quote fully) To have and to hold the above described tracts of land and all privileges and appurtenances thereunto belonging to the said H. K. Revis, his heirs and assigns forever.</p> | <p>2. Date of Conveyance 1-2-29</p> <p>4. Date of Entry and No.</p> <p>6. Acknowledgments, regular Yes</p> <p>8. Did all grantors acknowledge Yes</p> <p>10. Was privy examination of wife taken Yes</p> <p>12. Was order of probate correct Yes</p> <p>14. Date of filing for record 1-8-29</p> <p>15. Book 56 Page 71</p> <p> Swain County.</p> <p>16. Does deed contain any special limitations, provisions or restrictions</p> |
|---|--|

Exact Description of Property

**Lying on Couches Creek, a tributary of
Ocona Luffy River.**

BEGINNING: At corner 1, a stake replacing a birch, L. Connor's corner, and running with Connor's and Queen's line South 3-11 West 33.52 chains to a pine, Queen's corner; thence North 86.01 West 15.26 chains to corner 3, a stake, Queen's corner; thence continuing with Queen's line, South 2° and 30' West 11.64 chains to a stake in the Cathcart line; thence with the Cathcart line North 39.28 West 31.01 chains to a stone on top of the mountain in W. W. Roger's line; thence South 70.28 East 6.75 chains to a hickory; thence North 5° and 47' East 22.45 chains to a stake; thence South 86° and 21' East 4.86 chains to a stake replacing a mountain oak, J. H. Connor's corner; thence with Connor's line, North 89-28 East 24.26 chains to the beginning, containing 102.94 acres.

Analysis of Title

Tract No. 53.

1. Tract No. 53 is embraced by State Grant No. 224, said to contain 33,280 acres. This Grant was issued by the State to William Cathcart on August 9, 1796 and is of record in Buncombe County. See page 169 of the Abstract of Title of Tract No. 11.

2. As Grant No. 224 has been treated in the Analysis of Title of Tract No. 11 from the time of the State Grant until title vested in W. H. Thomas, the same will not be repeated here and the chain of title and the different conveyances making up the same at the time title vested in W. H. Thomas may be seen by reference to the Abstract of title of Tract No. 11, beginning with page 169 through page 182.

3. On October 29, 1901, P. L. Hyde conveyed to J. L. Wyatt a tract of land containing 92 acres, which tract covers a portion of Tract No. 53 and is a part of State Grant No. 224. In this deed P. L. Hyde is not joined by her husband, W. P. Hyde; but this error is corrected by a later deed which will be shown in the next paragraph. See page 1251 of this Abstract.

4. On December 17, 1908, W. P. Hyde and wife P. L. Hyde conveyed the same tract of land mentioned in the preceding paragraph to J. L. Wyatt. The description in both of these deeds is erroneous and fail to cover the tract of 92 acres. See page 1252 of this Abstract.

5. On December 19, 1908, J. L. Wyatt, without the joinder of his wife conveyed this tract to W. J. Parks. The same error in description also appears in this deed. This deed is of record in Swain County. See page 1253 of this Abstract.

6. On June 28, 1909, W. P. Hyde and wife conveyed to W. J. Parks a tract of land containing 56 acres more or less, which tract is a portion of State Grant No. 224 and is a part of Tract No. 53. In this deed several errors appear in the description. This deed is of record in Swain County. See page 1254 of this Abstract.

We have been unable to find where either W. P. Hyde or P. L. Hyde acquired title to these two tracts of land. So far as the records show, title to these tracts is in W. H. Thomas or his heirs.

7. At the August Term, 1916, of the Superior Court of Swain County a Judgment was signed in the case of Sallie L. Avery, et al, heirs of William H. Thomas vs. J. H. Connor, Thomas Childers, D. Ashe, H.A. Smith and W. J. Parks, Defendants. This proceeding was brought to re-cover possession of the two tracts of land deeded to W. J. Parks. The Judgment was signed granting the land to the defendant, W.J. Parks in fee. However, in this proceeding the same error was made in the

description of the tracts of land and the description set out in the Complaint and the Judgment is erroneous and fails to cover the land claimed under the deed by W. J. Parks. We are of the opinion that since the Proceeding and Judgment do not correctly describe the land in question that the heirs of W. H. Thomas would not be barred from setting up their interest in this land by the foregoing Judgment. This Judgment is recorded in the Office of the Clerk of the Superior Court of Swain County. See page 1255 of this Abstract.

8. On February 4, 1927, W. J. Parks and wife conveyed to K. H. Revis the two tracts of land hereinbefore referred to. The same error in description was made in this deed. See page 1257 of this Abstract.

9. On January 2, 1929, W. J. Parks and wife executed a deed of correction to K. H. Revis giving the correct description of Tract No. 53. However, we are of the opinion that since the same error in description appears in all deeds effecting this tract, that this deed of correction does not cure the defects. See page 1258 of this Abstract.

10. On February 10, 1927, K. H. Revis and wife executed and delivered to Felix E. Alley, a Deed in Trust covering the locus in quo, given to secure the sum of \$800.00, which is not cancelled of record. See page 1259 of this Abstract.

ABSTRACT OF DEED OR GRANT

| Grantee | In Preamble | As Signed | As Acknowledged |
|-------------|-------------|------------|-----------------|
| | P. L. Hyde | P. L. Hyde | P. L. Hyde |
| J. L. Wiatt | | | |

1. Kind of Conveyance *deed*
2. Date of Conveyance *10-29-01*
3. Is it properly executed *yes*
4. Date of Entry and No.
5. Before what Officer acknowledged *J.P.*
6. Acknowledgments, regular *yes*
7. If irregular, copy in full on back
8. Did all grantors acknowledge *yes*
9. Date of acknowledgment *12-4-01*
10. Was privity examination of wife taken *no*
11. Did officer affix Seal *no*
12. Was order of probate correct *yes*
13. Does conveyance contain covenants—
14. Date of filing for record *11-1-02*
15. Book *23* Page *478*
16. Does deed contain any special limitations, provisions or restrictions

17. Habendum clause (Quite full) *Is hereby conveyed to the said party of the second part together with all waters minerals and every other appurtenance thereto belonging.*

Exact Description of Property

Note:— This deed is signed by P. L. Hyde, who is the wife of W. P. Hyde, who does not join in the deed.

On the Waters of Cuckoo Creek.
Beginning on a 16 Acrey Wt. Line
L and runs N 45° W 50 poles to Corner
L; then with Corner — W. 140 f. to a
Locust; then S. 100 poles to a 16 Acrey
then S 70° E. 20 f. to a Chst; then S 30° E
22 f. to a 16 Acrey; then E. 8 f. to a x; then
N 70° E. 88 f. to a Chst; then N 30° E. to a
Chst; then N 45° E. 40 f. to a Sackwood
then E. 3 f. to beginning. Cont. 92 acs more or less.

ABSTRACT OF DEED OR GRANT

| | In Preamble | As Signed | As Acknowledged |
|----------|---------------------------------------|-----------|-----------------|
| Grantors | W. C. Rydberg & wife P. L. Rydberg | ✓ | ✓ |
| Grantee | J. L. Wyatt | | |

- Kind of Conveyance *Warranty*
- Is it properly executed *yes*
- Before what Officer acknowledged *J. B.*
- If irregular, copy in full on back
- Date of acknowledgment *Dec-08*
- Did officer affix Seal *no*
- Does conveyance contain covenants
 - of seizin *yes*
 - power to convey *yes*
 - against encumbrances *yes*
 - against claims of all others *yes*
- Date of Conveyance *12-17-08*
- Date of Entry and No.
- Acknowledgments, regular *yes*
- Did all grantors acknowledge *yes*
- Was privy examination of wife taken *yes*
- Was order of probate correct *yes*
- Date of filing for record *12-21-08*
- Book *33* Page *176*
for *Sewanee* County.
- Does deed contain any special limitations, provisions or restrictions

17. Habendum clause (Quote fully) *To have & to hold the above described tract of land with all the hereunto appurtenant rights, to the said J. L. Wyatt his heirs & assigns to their only lawful heirs forever.*

Exact Description of Property

Beginning at Hickory A. H. Lums corner and runs N 45° E. 50 p. to J. H. Camm & then south Camm - W. 140 p. to a corner then S 100 p. to a Hickory; then S 70° E. 20 p. to a Chst.; then S 30° E. 22 p. to a Hickory then E 8 p. to a x then N 70° E. 88 p. to a Chst. then N. 30 p. to a Chst. then N 45° E 40 p. to a Sawwood; then E 3 p. to the beginning. Cont. 92 acres more or less

ABSTRACT OF DEED OR GRANT

Grantees

| In Preamble | As Signed | As Acknowledged |
|-------------|-------------|-----------------|
| J. L. Wyatt | J. L. Parks | |
| W. J. Parks | | |

1. Kind of Conveyance..... **Deed**
2. Date of Conveyance..... **Dec. 19, 1908**
3. Is it properly executed.....
4. Date of Entry and No.....
5. Before what Officer acknowledged..... **H.P.**
6. Acknowledgments, regular..... **Yes**
7. If irregular, copy in full on back.....
8. Did all grantors acknowledge..... **Yes**
9. Date of acknowledgment..... **Dec. 19, 1908**
10. Was privity 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..... **Dec. 22, 1908**
- (a) of seizin..... **Yes**
15. Book..... **31** Page..... **341**
- (b) power to convey..... **Yes** for..... **Spain** County.
- (c) against encumbrances..... **Yes**
16. Does deed contain any special limitations, provisions or restrictions.....
- (d) against claims of all others..... **Yes**
17. Habendum clause (Quote fully)..... **To have and to hold said parcel of land and all privileges and appurtenances thereto belonging to the said W. J. Parks, his heirs and assigns to their only use and behoof forever.**

Exact Description of Property

Adjoining the lands of J. H. Connor and W. H. Queen.

BEGINNING: On a hickory, W. H. Queen's corner, and runs North 45° West 50 poles to J. H. Connor's corner; thence with Connor's line West 140 poles to a locust; thence South 100 poles to a hickory; thence South 70° East 20 poles to a chestnut; thence South 30° East 22 poles to a hickory; thence East 3 poles to a stake; thence North 70° East 88 poles to a chestnut; thence North 30 poles to a chestnut; thence North 45° East 40 poles to a sourwood; thence East 3 poles to the beginning, containing 92 acres more or less.

ABSTRACT OF DEED OR GRANT

Grantees

| In Preamble | As Signed | As Acknowledged |
|-----------------------------------|---------------------------------|-----------------------------------|
| W. P. Hyde and wife P. L. Hyde | W.P. Hyde and wife P.L. Hyde | W. P. Hyde and wife L. P. Hyde |
| W. J. Parks | | |

1. Kind of Conveyance Deed
2. Date of Conveyance 6-28-09
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
8. Did all grantors acknowledge Yes
9. Date of acknowledgment 7-21-09
10. Was privity 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 8-17-09
- (a) of seizin Yes
15. Book 31 Page 463
- (b) power to convey Yes
- for Swain County.
- (c) against encumbrances Yes
16. Does deed contain any special limitations, provisions or restrictions
- (d) against claims of all others Yes
17. Habendum clause (Quote fully) To have and to hold the aforesaid tract or parcel of land and all privileges and appurtenances thereto belonging to the said W. J. Parks, his heirs and assigns, to their only use and behoof forever.

Exact Description of Property

BEGINNING: On a stake, W. J. Brown's corner, and runs South 75° East 25 poles to a hickory; thence South 70 East 20 poles to a chestnut; thence South 30° East 22 poles to a hickory; thence East 8 poles to a stake; thence North 70° East 88 poles to a chestnut; thence North 30 poles to a chestnut; thence North 45 East 40 poles to a sourwood; thence East 3 poles to a hickory; thence South 95 poles to a pine; thence North 68 West 45 poles to a stake; thence South 70° East 65 poles to a stake; thence South 4 poles to a stake; thence South 45 West 16 poles to a pine; thence North 40 West 84 poles to the beginning - Containing 56 Acres, more or less.

ABSTRACT OF MORTGAGE

(NORTH CAROLINA)

K. H. Revis and wife

Lucie Revis

to

Felix B. Alley

Mortgagee

W. J. Parks

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

1. Kind of instrument Deed of Trust
2. Date of instrument 2-10-27
3. Consideration \$ 800.00
4. Maturity date 1-21-28
5. Is it properly executed? Yes
6. Date acknowledged 2-10-27
7. Before what officer acknowledged? N.P.
8. Was privy examination of wife held? Yes
9. Date of filing for record 3-11-27
10. Recorded in Book 15 Page 447
for Swain County.
11. Does this instrument form a link in the chain of title? Yes

DESCRIPTION OF PROPERTY

First Tract: Beginning on a stake, W. J. Brown's corner and runs South 75 East 27 poles to a hickory; thence South 70 East 20 poles to a chestnut; thence South 30 East 22 poles to a hickory; thence East 8 poles to a stake; thence North 70 East 88 poles to a chestnut; thence North 30 poles to a chestnut; thence North 45 East 40 poles to a sourwood; thence East 3 poles to a hickory; thence South 95 poles to a pine; thence North 68 West 45 poles to a stake; thence South 70 East 65 poles to a stake; thence South 4 poles to a stake; thence South 45 West 16 poles to a pine; thence North 40 West 84 poles to the beginning; containing 56 acres more or less.

Second Tract: Beginning on a hickory, W. H. Queen's corner and runs North 45 West 50 poles to J. H. Connor's corner; thence with Connor's line West 140 poles to a locust; thence South 100 poles to a hickory; thence South 70 East 20 poles to a chestnut; thence South 30 East 22 poles to a hickory; thence East 8 poles to a stake; thence North 70 East 88 poles to a chestnut; thence North 30 poles to a chestnut; thence North 45 East 40 poles to a sourwood; thence East three poles to the Beginning; containing 92 acres more or less.

Name of Owner J. H. Lewis Address _____

County _____ Map No. 53 Total Acreage Claimed 102 1/2

Soil: Quality _____ A. Good _____

_____ A. Fair _____ A. Cultivated _____ A. In Timber _____

_____ A. Poor _____ Good _____

Timber: Kinds Left Over Hardwood Land Fair _____

_____ Poor _____

Orchard: Acres, Kinds of Trees _____ Condition Optimal

_____ Bearing Trees _____ Young Trees 4 App

Springs: Location with reference to and distance from imp. _____

Streams: Name of Creeks _____ Is Farm well Watered? _____

Roads: Kind _____ Distance from Improvements _____

Fencing: Kind _____ Condition: Good _____, Fair _____, Bad _____

Residence: Kind Box Size _____ No. of Rooms 3

Condition: Good _____, Fair _____, Poor _____

Other Buildings: No. 2 Kinds 1 Room Box House, Small Barn

Condition: Good _____, Fair _____, Poor _____

My Valuation \$ 1200.00 Owners Price \$ 1200.00

Sign Here _____

P. L. Hyde W. P. Hyde wife

(23)
478

10-29-01

92 A.

(33)
176

12-17-08

92 A.

J. L. Wyatt

Sallie L. Avery William H.
Thamers. Lutz Thamus Hughes
Ernest Hughes Mary Thamus Lucy
Lee Lutz, Dr. Will Thamus Bryant
Thamus Joseph Louis Paltan Mary
Paltan Thamus Paltan the
last 5 being infants buried by
their father Dr. W. M. Paltan
& James R. Thamus by his
brother Jack Thamus
July-Aug. 1916

W. P. Hyde + wife

P. L. Hyde

4-28-09

(9)
279

U.S.

(31)
443

56 A

J. L. Wyatt

12-19-08

(31)
341

92 A.

W. J. Parkes & wife

1-2-1929

Deed & Court

2-4-27

(56)
71

102.94

(56)
70

two tr

K. H. Davis

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

A-Purchase
#53

January 12, 1929.

Mr. K. H. Revis,
Ravensford, N. C.

Dear Sir:

There is enclosed herewith check for \$1.00, which is the consideration, or acknowledgment, of option on your property for three months, located within Park area.

Yours very truly,

NORTH CAROLINA PARK COMMISSION.

ATTORNEY'S CERTIFICATE AND OPINION

Tract No. 53.

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.....:

K. H. Revis

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 for the year 1928.

2. Deed in Trust: K. H. Revis and wife to Felix E. Alley

given to secure the sum of \$800.00 which is not cancelled of record.

Said Deed in Trust is recorded in Deed of Trust Book 15, page 447.

3. A Quit Claim Deed giving the correct description of

Tract No. 53 must be obtained from the heirs at law of W. H. Thomas

before title will vest in K. H. Revis.

4. We are of the Opinion that it would be easier to con-

demn this tract than to try to locate all the heirs at law of William

H. Thomas.

5. An Affidavit should be obtained showing that J. L.

Wyatt was unmarried on December 19, 1908.
(Copy of original)

This 8th day of March, 1929.

Worth McKimney
Attorney.

ATTORNEY'S CERTIFICATE AND OPINION

Tract No. 53.

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.....:

K. H. Revis.

..... 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

AMENDED OPINION -

1. Subject to taxes for 1929.
2. The title to this tract in our opinion is good except as to sixteen acres at the southwest corner of the tract, which is not covered by deeds under which K. H. Revis claims. This sixteen acres should be deducted from payment of purchase money until he has completed his title thereto.

Deduct pay for 16 acres

| | |
|--------------------|--------------------|
| Option Price | 1200 ⁰⁰ |
| Less 16 A. @ 11.50 | 184 ⁰⁰ |
| This check | 1016 ⁰⁰ |

*OK Deduct 16
acres at price agreed on
WR*

SWAIN

COUNTY. }

THIS DEED, Made this 10 day of August

A.D. 192 9 , by and between

K. H. Revis and Leola Revis

of Swain

County, North Carolina, hereinafter called GRANTORS, whether one or more, and

THE STATE OF NORTH CAROLINA, hereinafter called GRANTEE:

WITNESSETH:

That the said grantors for certain good and valuable considerations moving them thereto, and particularly the sum of ONE THOUSAND, FORTY 00/100----- (\$ 1040.00) 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 Swain Township Ocona Lufty County, State of North Carolina, particularly described as follows, viz.:

Tract No. (53)

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

Lying on Couches Creek, a tributary of Ocona Lufty River.

BEGINNING at Corner 1, an 8" hickory with old marks, blazed and scribed C. Cor. IV. thence S. 3-11 W. with an old marked line 21.92 chains corner 2, a pine with old corner marks, on top of a ridge; thence N. 86-01 W. 15.26 chains corner 3, a chestnut post scribed R. Cor. III. A 20" chestnut blazed and scribed B. T. R. Cor. III, bears S. 21-30 W. .28 chain distant; thence S. 2-23 W. 11.64 chains corner 4, a chestnut post scribed R. Cor. IV. A 15" black oak, blazed and scribed B. T. R. Cor. IV, bears N. 14-00 W. .15 chain distant; thence N. 39-28 W. 31.01 chains Corner 5, which is Corner 4 of the W. W. Rogers Tract (52), a planted stone beside a 5" chestnut scribed W. R. C. -V, on a ridge; thence with three lines of the W. W. Rogers Tract (52) S. 70-28 E. 6.75 chains, Corner 6, a 6" hickory, with old marks, scribed W. R. C. IV N. 5-47 E. 22.45 chains Corner 7, 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. 88-21 E. 4.86 chains Corner 8, a stake in place of a mountain oak, scribed C. Cor. II. Old marked corner witness, an 18" hickory scribed B. T. C; thence N. 89-28 E. 24.26 chains corner 9, a stake on East bank of Couches Creek, scribed C. Cor. III an 18" white walnut, scribed B. T. C. Cor. III, bears N. 29-00 W. .35 chain distant; thence, S. 3-02 W. 11.60 the place of BEGINNING, containing 102.94 acres.

SIGNED, SEALED AND DELIVERED
in the presence of

K. H. Revis (Seal)

Lecie Revis (Seal)

(Seal)

(Seal)

STATE OF NORTH CAROLINA Swain County.

I, Will W. Wiggins, a Notary Public

do hereby certify that K. H. Revis

and Lecie Revis

his wife, personally appeared before me this day and acknowledged the due execution of the foregoing instrument; and the said Lecie Revis, 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 Notary seal this 12th day of August, A.D. 1929

Seal shown
on record
My commission expires Dec. 19, 1930

Will W. Wiggins
Notary Public.

Warranty Deed

K. H. Revis and Lecie Revis
TO
THE STATE OF NORTH CAROLINA

Consideration - - - \$1040.00

Dated 10 day of Aug., 1929

Filed for registration on the 13
day of Aug., 1929, at 4:15
o'clock P. M., and registered in the office
of the Register of Deeds for

Swain
County, North Carolina, on the 14

day of Aug., 1929, in Book
No. 38 of Deeds, at page 393

Ellis Burnette
Register of Deeds.

FEES.

STATE OF NORTH CAROLINA
The foregoing certificate of
Swain
County.
Will W. Wiggins A.N.P.
be registered.
This 13 day of Aug. A.D. 1929

Clerk Superior Court

NORTH CAROLINA PARK COMMISSION

COMMISSION ON THE PART OF NORTH CAROLINA FOR THE PURPOSE OF
PRESENTING THE CLAIMS OF NORTH CAROLINA FOR A NATIONAL PARK

EUGENE C. BROOKS, RALEIGH
D. M. BUCK, BAL MOUNTAIN
JOHN G. DAWSON, WINSTON
PLATO EBBS, ASHEVILLE
R. T. FOUNTAIN, ROCKY MOUNT

MARK SQUIRES, CHAIRMAN, LENOIR
EUGENE C. BROOKS, SECRETARY, RALEIGH

J. A. HARDISON, WAREHOSE
FRANK LINNEY, BOONE
J. ELMER LONG, DURHAM
HARRY NETTLES, BURLINGHAM
E. S. PARKER, JR., GREENSBORO
MARK SQUIRES, LENOIR

Bryson City, N. C.,

August 13th, 1929.

Mr. K. H. Revis,
Ravensford, N. C.

Dear Mr. Revis:

In closing the sale of your land to the North Carolina Park Commission, it has been found that your title was defective as to sixteen acres and under the agreement between you and the Park Commission, \$160.00 is to be deducted from your purchase money check until the title of your sixteen acres is completed. When the title is perfected, the North Carolina Park Commission will pay you \$160.00 on account of the purchase money for the said sixteen acres.

In making out the check to you for the balance of the purchase money \$184.00 has been deducted when only \$160.00 should have been deducted. To straighten this out, the North Carolina Park Commission will pay the taxes for the year 1929 on your land amounting to \$16.00 and an additional check for \$8.00 is to be sent to you to cover the difference between the amount of taxes, to-wit: \$16.00 and the total of \$24.00, which was deducted over and above the \$160.00 above referred to.

Yours very truly,
NORTH CAROLINA PARK COMMISSION,
BY Johnston Weaver
Attorney.

ZW:D