

DESCRIPTION OF THE BOUNDARY
OF THE
M. B. ENLOE TRACT (57)

Lying on the lower end of Hughes Ridge.

Beginning at Corner 1, which is Corner 2 of the J.A. Chambers Tract (55), a planted stone on top of Hughes Ridge.

Thence, S. 82-24 W.

7.14 Corner 2, a point at intersection of old marked lines.

Set a post scribed C. on N.E. side, and Q on S.W. side.

A 12" white oak, blazed and scribed B.T. bears S. 45-00 E.
.16 chain distant.

Thence, S. 0-27 E.

2.54 Corner 3, a 24" black oak, with corner marks and witnesses.

An 18" white oak, blazed and scribed B.T. bears N. 57-00 E.
.35 chain distant.

Thence, S. 13-00W.

26.24 Corner 4, a point at corner of fence.

Thence, S. 54-14 E.

7.19 Corner 5, a 24" chestnut scribed E.

Thence, S. 15-18 W.

.76 Corner 6, a 30" white oak scribed E.

Thence, S. 12-23 W.

4.97 Corner 7, a large walnut in M.B. Enloe's yard, shown
as corner by Mrs. Enloe.

Thence, S. 46-29 W.

4.06 Corner 8.

Set a post scribed E.

A 14" chestnut, blazed and scribed B.T.-E. bears S. 70-00 W.
.10 chain distant.

Thence, S. 7-21 E.

5.27 Corner 9, a point shown by Hilliard Enloe as site of old dogwood corner.

Set a locust post scribed E.

Thence, N. 89-22 E.

16.49 Corner 10, a hickory sprout with witnesses, on top of a ridge.

Set a post scribed E.

Thence, N. 3-07 E.

11.81 Corner 11, a point with witnesses.

Thence, N. 40-27 W.

1.50 Corner 12, a 16" white oak with old marks.

Thence, N. 12-42 E.

12.72 Corner 13, a sourwood with corner marks, on ridge top.

Thence, N. 10-07 W.

6.35 Corner 14, a large white oak with old marks, on ridge top.

Thence, N. 31-39 W.

13.31 Corner 15, a point on ridge top, and in the Indian Boundary Line.

Thence, N. 86-13 W.

With the Indian Boundary Line.

2.92 Corner 16, an iron pipe marked I.B.

Thence, N. 41-50 E.

4.43 The place of beginning, containing 69.16 acres.

NORTH CAROLINA PARK COMMISSION

ASHEVILLE, N. C.

REPORT ON THE M. B. ENLOE TRACT NO. 57 - 69.16 ACRES.

Location: This tract is located on Tight Run Branch, about one mile from Ravensford. This branch runs into Oconaluftee River at Ravensford. A poor public road runs to the property. It is a farm tract occupied by the owner.

Description: This tract has about twenty acres of cultivated fields, four of which are flat. The upper fields are steep but thoroughly productive. The woodland has been cut over but there is a good stand of young timber, which is free from recent fires.

Improvements: The improvements are a three room frame house, six stall barn with side shed, shop and smoke house. Also a few bearing apple trees. The farm is not very well tended but the buildings are in very good shape.

Valuations:

Three room frame house	450.00
Shop and smoke house	25.00
Six stall barn	300.00
Four acres of flat land at \$50.00	200.00
Fifteen acres of fields at \$15.00	225.00
Fifty acres of wood land at \$10.00	500.00
	<u>\$1700.00</u>

The option price being \$1700.00, the appraisers ask your approval of the purchase.

APPRAISAL OF SWAIN COUNTY TRACTS

By

NORTH CAROLINA PARK COMMISSION

(Appealed)

Tract No. 57

M. B. Enloe

69.16

Three-room framed house	\$300.00
Six-stall barn	300.00
1 Shop	15.00
1 Smokehouse	15.00
4 Acres Flat Land, @ \$50	200.00
15 Acres Cultivated Fields, @ \$15	225.00
50 Acres Cutover Land	500.00
Total	<u>\$1555.00</u>

An option has been taken
on this property for \$1700.00

WITNESSES:

J. C. Calhoun - 1728-
A. S. Patterson 1768-
Jim Shuler 1768-
R. L. Snelson 1768-
~~W. W. Jenkins~~ 1768-
Lee Sitton 1625-
W. H. Woodbury
H. C. Wilburn

~~W. W. Jenkins~~

Curran 2150.00

3. Comm.

*Verdict 2500
by Consent*

*\$2500.00
Tract 57*

Franklin roller

53.20

\$1064.00

Set aside

Verdict.

Analysis of Title

Tract No. 57.

Tract No. 57 is entirely covered by Grant No. 224 to William Cathcart and is largely covered by Grant No. 501 to Felix Walker.

1. Grant No. 501 is said to contain 2550 acres and is located as shown on the map. It covers the larger portion of Tract No. 57.

2. The title of W. H. Thomas to Grant No. 224, aforesaid, is fully shown in the Abstract of Tract No. 11 on pages 169 to 182 inclusive.

3. On November 5, 1890, James R. Thomas as Guardian of William H. Thomas conveyed to I. J. Hughes a tract of land containing fifty-three acres more or less, which covers the larger portion of Tract No. 57. A small parcel containing two or three acres at the extreme north end of the tract and also a parcel located in the west portion of the tract are not included in this deed. This deed is duly executed and is registered in Swain Co. We do not show, however, the proceedings authorizing the Guardian to make and execute this conveyance. If these proceedings are later found, they will be inserted in this Abstract and appropriate reference made thereto. The portions of Tract No. 57 not covered by this deed lie north and west of the broken red lines. Page 589 of Abstract.

4. On February 25, 1895, I. J. Hughes, grantee in the preceding deed with the joinder of his wife, N. A. Hughes, conveyed to M. J. Birchfield a tract of land containing fifty-three acres, being the same lands as were conveyed by the next preceding deed. This deed is duly executed and is registered in Swain County. Page 591 of Abstract.

5. On August 25, 1897, Mary J. Birchfield and husband J. R. Birchfield, conveyed to M. B. Enloe, the said fifty-three acre tract of land by deed duly executed and registered in Swain County. Page 592 of Abstract.

6. The parcel of land on the north end of Tract No. 57 which was omitted from the preceding deeds is embraced in a deed from James R. Thomas, Commissioner, to W. M. Bradley, dated December 5, 1904, shown on page 349 of Abstract of Tract No. 46. The title of W. H. Thomas to said tract is as stated in paragraph one hereof. The records do not disclose a deed from W. M. Bradley to M. B. Enloe for this tract, although he claims to hold an unregistered deed for such parcel. Mr. W. E. Wiggins called on Mr. Enloe today (November 22, 1928) and he informed him that he had such deed but was unwilling for him to see it and refused to

permit the same to be registered.

7. The other parcel of land omitted from the deeds heretofore shown is said to have been acquired by M. B. Enloe by deed from R.V. Nations and wife. Mr. Wiggins also asked for this deed, but Mr. Enloe refused to surrender same or permit same to be registered, although he stated that he had such deed in his possession. However, upon further investigation of the record we find a deed from R. V. Nations and wife to Polk Enloe for four acres of land, same being the parcel referred to herein. This deed is duly executed and is registered in Swain County. Upon inquiry we find that Polk Enloe is a son of M. B. Enloe and is now dead, leaving him surviving, a widow and several small children. As soon as we are able to obtain the names of his heirs at law, same will be inserted in this Abstract. The title, therefore, to this parcel is in the heirs at law of Polk Enloe. Page 593 of Abstract.

ABSTRACT OF DEED OR GRANT

In Preamble

As Signed

As Acknowledged

State Grant
#501

Felix Walker

1. Kind of Conveyance *State Grant*
3. Is it properly executed.....
5. Before what Officer acknowledged.....
7. If irregular, copy in full on back.....
9. Date of acknowledgment.....
11. Did officer affix Seal.....
13. Does conveyance contain covenants—
 - (a) of seizin
 - (b) power to convey.....
 - (c) against encumbrances.....
 - (d) against claims of all others.....

2. Date of Conveyance.....
4. Date of Entry and No. *May 9, 1795*
6. Acknowledgments, regular.....
8. Did all grantors acknowledge.....
10. Was privy examination of wife taken.....
12. Was order of probate correct.....
14. Date of filing for record.....
15. Book *4* Page *339*
for County.
16. Does deed contain any special limitations, provisions
or restrictions

17. Habendum clause (Quote fully).....

Exact Description of Property

A tract of land containing 2550 acres, lying and being in Buncombe County, on both sides of the Ocona Luffy or the Ravens Creek and by some call. BEGINNING at a poplar on the West side of the river or creek about 4 poles from the bank, his other corner; thence West 160 poles to a Stake; thence North 720 poles to a stake; thence East 568 1/2 poles to a stake; thence South 720 poles to a stake; thence West 480 1/2 poles crossing the creek to the creek to the Beginning. Warrants Nos. 3617, 3674, 3675 and 3676.

ABSTRACT OF DEED OR GRANT

	In Preamble	As Signed	As Acknowledged
Grantors	James R. Thomas Guardian of Wm. H. Thomas		
	I. J. Hughes		

- | | |
|---|---|
| 1. Kind of Conveyance... Guardian's Deed
3. Is it properly executed... Yes
5. Before what Officer acknowledged... C. S. C.
7. If irregular, copy in full on back
9. Date of acknowledgment... 11-5-90
11. Did officer affix Seal... No
13. Does conveyance contain covenants—
(a) of seizin
(b) power to convey
(c) against encumbrances
(d) against claims of all others
17. Habendum clause (Quote fully) | 2. Date of Conveyance... 11-5-1890
4. Date of Entry and No.
6. Acknowledgments, regular... Yes
8. Did all grantors acknowledge... Yes
10. Was privy examination of wife taken
12. Was order of probate correct... Yes
14. Date of filing for record... 11-5-90
15. Book... 12 Page... 187
for... Swain County.
16. Does deed contain any special limitations, provisions
or restrictions... No |
|---|---|

Exact Description of Property

James R. Thomas having been duly appointed Guardian of Wm. H. Thomas, a lunatic, and having also been authorized and empowered by the Superior Court of Jackson County, North Carolina, to sell and convey the lands of the said Wm. H. Thomas, have this day for and in consideration of the sum of \$132.00 to me in hand paid by I. J. Hughes of Jackson County, the receipt and payment whereof is duly acknowledged, and by these presents do bargain, sell and convey unto the said Hughes a certain piece or parcel of land in Swain County, North Carolina, adjoining the lands of Alford Nations, bounded as follows, to wit:

BEGINNING at a Hickory and runs North 2° East 46 poles to a stake and pointers; then North 41° West 6 poles to a white-Oak; then North 2° East 16 poles to a small Black-Oak; then North 14° East 44 poles to a Sourwood; then North 13° West 26 poles to a White-Oak; then North 35 West 56 poles to a Hickory; then West

31 poles to a black-oak; then South 10° West 74 poles to a hickory; then South 63° East 14 poles to a white-oak; then South 23 East 20 poles to a black-oak; then South 2° East 25 poles to a small sourwood; then South 12 1/2° West 24 poles to a black walnut; then South 48° West 15 poles to a stake; then South 10° East 21 poles to a forked sourwood; then East 63 poles to the beginning, containing fifty-three acres more or less.

TO HAVE AND TO HOLD to the only proper use and behoof of the said I. J. Hughes his heirs and assigns in fee simple forever together with all and singular the appurtenances thereunto belonging or appertaining; and I the said Jas. R. Thomas do covenant to and with the said Hughes to warrant and forever defend the title to the said described premises against all persons whatever, so far as I am authorized and required to do by virtue of the said order of Court and no farther.

ABSTRACT OF DEED OR GRANT

In Preamble

As Signed

As Acknowledged

I. J. Hughes and wife
N. A. Hughes

M. J. Birchfield

Gen. Warranty Deed

2-25-95

1. Kind of Conveyance..... **Yes**
3. Is it properly executed..... **J. P.**
5. Before what Officer acknowledged.....
7. If irregular, copy in full on **2-25-95**
9. Date of acknowledgment..... **Yes**
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.....

2. Date of Conveyance.....
4. Date of Entry and No..... **Yes**
6. Acknowledgments, regular..... **Yes**
8. Did all grantors acknowledge..... **Yes**
10. Was privy examination of wife taken..... **Yes**
12. Was order of probate correct..... **3-22-95**
14. Date of filing for record..... **16** Page **406**
15. Book..... **Swain** for..... County.
16. Does deed contain any special limitations, provisions or restrictions..... **No**

17. **To have and to hold the aforesaid tract of land and all privileges and appurtenances thereto belonging to the said M. J. Birchfield his heirs and assigns to their only use and behoof forever.**

Exact Description of Property

A certain tract of parcel of land in Ocona Luffy Township, Swain County, State of North Carolina, adjoining the land of A. Nations and others and bounded as follows, viz:

BEGINNING at a Hickory and runs North 2° East 48 poles to a stake and pointers; then North 41° West 6 poles to a white-Oak; then North 2° East 16 poles to a small Black-oak; then North 14° East 34 poles to a Sourwood; then North 13° West 26 poles to a white-Oak; then North 35 West 56 poles to a Hickory; then West 31 poles to a Black-Oak; then South 10° West 74 poles to a Hickory; then South 63° East 14 poles to a white-Oak; then South 23 East 20 poles to a Black-Oak; then South 2° East 25 poles to a small Sourwood; then South 12 1/2 West 24 poles to a Black Walnut; then South 48 west 15 poles to a stake; then South 10° East 21 poles to a forked Sourwood; then East 65 poles to the beginning, containing 53 acres more or less.

ABSTRACT OF DEED OR GRANT

In Preamble

As Signed

As Acknowledged

Mary J. Birchfield
and husband
J. R. Birchfield

M. B. Enloe

1. Kind of Conveyance Gen. Warranty Deed
2. Date of Conveyance 8-25-97
3. Is it properly executed Yes
4. Date of Entry and No.
5. Before what Officer acknowledged J. P.
6. Acknowledgments, regular Yes
7. If irregular, copy in full on back
8. Did all grantors acknowledge Yes
9. Date of acknowledgment 8-25-97
10. Was privy examination of wife taken Yes
11. Did officer affix Seal Yes
12. Was order of probate correct Yes
13. Does conveyance contain covenants—
14. Date of filing for record 3-5-06
- (a) of seizin Yes
15. Book 27 Page 388
- (b) power to convey Yes for Swain County.
- (c) against encumbrances Yes
16. Does deed contain any special limitations, provisions or restrictions No
- (d) against claims of all others Yes
17. Habendum clause (Quote fully) To have and to hold the aforesaid tract of land and all privileges and appurtenances thereto belonging to the said M. B. Enloe his heirs and assigns to their only use and behoof forever.

Exact Description of Property

Adjoining the lands of Alfred Nations and others at or near the head of the branch which runs through said Nations farm into Raberis park of Ocona Luffy river, bounded and described as follows, to wit:

BEGINNING at a hickory and runs North 2° East 48 poles to a stake and pointers; then North 41° West 6 poles to a white-oak; then North 2° East 16 poles to a small black-oak; then North 14° East 34 poles to a sourwood; then North 13° West 26 poles to a white-oak; then North 35 West 56 poles to a hickory; then West 31 poles to a black-oak; then South 10° West 74 poles to a hickory; then South 63° East 14 poles to a white-oak; then South 23° East 30 poles to a black-oak; then South 2° East 25 poles to a small sourwood; then South 12 1/2 West 24 poles to a black-walnut; then South 48° West 15 poles to a stake; then South 10° East 21 poles to a forked sourwood; then East 63 poles to the beginning, containing fifty-three acres more or less.

ABSTRACT OF DEED OR GRANT

In Preamble

As Signed

As Acknowledged

R.V. Nations

R. V. Nations
L. C. Nations

R.V. Nations
L. C. Nations

Polk Enloe

1. Kind of Conveyance... **warranty deed**
2. Date of Conveyance... **2-11-07**
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... **2-12-07**
10. Was privy examination of wife taken... **Yes**
11. Did officer affix Seal... **No**
12. Was order of probate correct... **Yes**
13. Does conveyance contain covenants—
14. Date of filing for record... **2-18-07**
- (a) of seizin... **Yes**
15. Book... **28** Page... **567**
- (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 Polk Enloe his heirs and assigns to their only use and behoof forever.**

Exact Description of Property

"BEGINNING on a stake in R.V. Nations line between him and Bina Enloe; thence northwestward 29 poles to a stake in R. V. Nations line on top of a ridge at W. H. Queen's line; thence North 10 East 18 poles to a chestnut; thence North 19 East 16 poles to M. B. Enloe's corner, South 63 East 13 poles to a white oak; then South 23 East 18 poles to a white oak; then South 1 West 25 poles to a stake the BEGINNING corner.

Containing four acres more or less."

ATTORNEY'S CERTIFICATE AND OPINION

Tract No. 57.

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.....:

M. B. Enloe

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. The small parcel in the extreme north end of the tract is said to belong to M. B. Enloe by virtue of an unregistered deed from W. M. Bradley to him. Unless such deed is produced, then the title to said parcel is in W. M. Bradley as appears by the record.

2. A small parcel lying along the west side of said tract and lying west of the broken red line is said to belong to M. B. Enloe under and by virtue of an unregistered deed from R. V. Nations and wife. However, we found a deed from R. V. Nations to Polk Enloe for this parcel of land, which is duly executed and registered in Swain County. Upon inquiry we find that Polk Enloe is now dead, leaving a widow and several small children as his heirs at law. The title, therefore, to this parcel of land is in the heirs at law of Polk Enloe.

3. The taxes for the year 1928, amounting to \$15.72 are outstanding and unpaid.

This 22nd day of November, 1928.

ATTORNEY'S CERTIFICATE AND OPINION

Tract No. 57.

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.....:

M. B. Enloe-----59.16 acres.

seized in fee simple of a good and valid title to the same, subject only to any lien, charge or encumbrance shown in this abstract and listed hereon.

ENCUMBRANCES

1. Subject to taxes.

2. A small portion of this tract lying along the west side thereof and west of the broken red line on the map is outstanding in the heirs at law of Polk Enloe, who was a son of M. B. Enloe. The heirs at law of Polk Enloe are all of age and can execute a conveyance and M. B. Enloe states that he can secure such conveyance. However, the title to this five acres is outstanding and will necessarily have to be deducted from the total area of Tract 57. My understanding is that an agreement has been made with M. B. Enloe to pay him \$1700.00 for Tract 57 and pay him an additional \$100.00 for securing proper conveyance for five acre tract above mentioned.

\$1700⁰⁰

This 26th day of October, 1929

Address.....

John W. Kern

Attorney.

THIS AGREEMENT, made this 24 day of July A.D. 192 9,
by and between M. B. Endor and Wife L. C. Endor

of Swain County, North Carolina, hereinafter called the VENDOR, whether one or more, and THE STATE OF NORTH CAROLINA, hereinafter called the VENDEE:

WITNESETH:

That whereas Vendor is the owner of certain lands within the area designated by the Secretary of the Interior of the United States of America for a national park to be known as the Great Smoky Mountains National Park, under the provisions of the Act of Congress, 44 Statutes at Large 616, which lands are also embraced within the boundary mentioned in Chapter 48 of the Public Laws of North Carolina, Session of 1927:

And whereas the Vendee is desirous of acquiring title to said premises for inclusion in said Great Smoky Mountain National Park;

NOW, THEREFORE, the Vendor for and in consideration of the sum of ONE DOLLAR to him in hand paid, receipt of which is hereby acknowledged, and other valuable considerations moving him thereto, agrees to sell and convey in fee simple to the Vendee at the option and upon the demand of said Vendee, its successors and assigns, at any time within three months from the date of these presents, all those certain lands situate in _____ Township,

County and State aforesaid, containing _____ acres, more or less, adjoining the lands of _____ and others, bounded and described as follows:

T R A C T N O . 5 7 .

Lying on the lower end of Hughes Ridge, BEGINNING at Corner 1; thence, South 82-24 West 7.14 chains, Corner 2; thence South 0-27 East 2.54 chains, Corner 3; thence South 13-00 West 26.24 chains, Corner 4; thence, South 54-14 East 7.19 chains, Corner 5; thence, South 15-18 West .76 chains, Corner 6; thence South 12-23 West 4.97 chains, Corner 7; thence South 46-29 West 4.06 chains, Corner 8; thence South 7-21 East 5.27 chains, Corner 9; thence, North 89-22 East 16.49 chains, Corner 10; thence, North 3-07 East 11.81 chains, Corner 11; thence North 40-27 West 1.50 chains, Corner 12; thence, North 12-42 East 12.72 chains, Corner 13; thence North 10-07 West 6.35 chains, Corner 14; thence North 31-39 West 13.31 chains, Corner 15; thence North 86-13 West with the Indian Boundary line 2.92 chains, Corner 16; thence North 41-50 East 4.43 chains, the place of beginning, containing 69.16 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".

The Vendor agrees to procure and have recorded at his own expense all such deeds and other evidences title which he may be advised by the Attorney-General of North Carolina or his assistants are necessary a proper to vest in the Vendee good and sufficient title to said land.

The price to be paid for said lands by the Vendee is the sum of \$ 1700⁰⁰, payable as follows:

(Seventeen hundred dollars)
Cash in delivery of deed.

In the event the price is by the acre, such acreage shall be ascertained by an accurate survey made by the Vendee.

In the event that the title of the Vendor is not satisfactory to the Attorney-General of North Carolina, title may be acquired by the institution of condemnation proceedings, in which event the evidence to be presented by both parties to this agreement before the appraiser or appraisers in condemnation proceedings in the valuation of said land shall be the same price as stipulated in this agreement.

It is agreed that any demand or notice to the Vendor on the part of the Vendee of the acceptance hereof shall be through the Chairman or Executive Secretary of the North Carolina Park Commission.

IN WITNESS WHEREOF the said Vendor has hereunto set his hand and seal, the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of

W. T. Sandberg }
M. B. Enloe (Seal)
L. C. Enloe (Seal)

_____ (Seal)

STATE OF NORTH CAROLINA Burcombe COUNTY.

I, W. T. Sandberg, a Notary Public
do hereby certify that M. B. Enloe
and L. C. Enloe

his wife, personally appeared before me this day and acknowledged the due execution of the foregoing instrument; and the said L. C. Enloe, 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 24 day of July, A.D. 1927

My commission expires Jan 14 1934

Notary Public.

Option

M.B. Enloe.

TO

THE STATE OF NORTH CAROLINA

Consideration . . . \$ *1700⁰⁰*

Dated *24* day of *July*, 192*9*,

Filed for registration on the *24* day of *July*, 192*9*, at *3:00* o'clock *P.*M., and registered in the office of the Register of Deeds for

Swain

County, North Carolina, on the *25*

day of *July*, 192*9*, in Book

No. *58* of Deeds, at page *85*

Ellis Burnette

Register of Deeds.

FEEES.

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

This *24* day of

A.D. 192*9*

W.A. Browning, Clerk Superior Court

STATE OF NORTH CAROLINA
The foregoing certificate of

Swain

COUNTY.

W.A. Browning & N.F.

ATTORNEY'S CERTIFICATE AND OPINION

Tract No. 57.

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.....:

M. B. Enloe-----69.16 acres.

.....seized in fee simple of a good and valid title to the same, subject only to any lien, charge or encumbrance shown in this abstract and listed hereon.

ENCUMBRANCES

1. Subject to taxes.

2. A small portion of this tract lying along the west side thereof and west of the broken red line on the map is outstanding in the heirs at law of Polk Enloe, who was a son of M. B. Enloe. The heirs at law of Polk Enloe are all of age and can execute a conveyance and M. B. Enloe states that he can secure such conveyance. However, the title to this five acres is outstanding and will necessarily have to be deducted from the total area of Tract 57. My understanding is that an agreement has been made with M. B. Enloe to pay him \$1700.00 for Tract 57 and pay him an additional \$100.00 for securing proper conveyance for five acre tract above mentioned.

\$1700⁰⁰

This 26th day of October, 1929

Address.....

John Wears

Attorney.

NORTH CAROLINA,	:	IN THE SUPERIOR COURT
	:	
SWAIN COUNTY.	:	OCTOBER TERM - 1931.

STATE OF NORTH CAROLINA,	:	
	:	
Petitioner,	:	
	:	
-vs-	:	<u>J U D G M E N T</u>
	:	
T. I. HUGHES, et al.,	:	
	:	
Respondents.	:	

It appearing to the Court that the above entitled cause is a proceeding brought by the State of North Carolina, Petitioner, against T. I. Hughes and other persons, Respondents, for the purposes of condemning for National Park purposes certain lands situated in Swain County, North Carolina, which said proceeding is and has been pending before the Clerk of the Superior Court of said Court;

And it further appearing that, in said proceeding, the Heirs-at-law of M. B. Enloe and the Heirs-at-law of Polk Enloe were made, among others, parties respondent therein, and that the petition filed in said cause alleged that said Heirs-at-law of M. B. Enloe and Polk Enloe were the owners of certain lands described in the petition as Tract No. 57, which tract is also fully described by metes and bounds in said petition or in exhibits thereto;

And it further appearing that heretofore the Clerk of the Superior Court of Swain County duly appointed commissioners for the purpose of appraising said lands and fixing the compensation which ought justly to be paid therefor by the State of North Carolina, and an appraisal was made, as shown by the record, of said Tract No. 57;

And it further appearing that the Heirs-at-law of M. B. Enloe and Polk Enloe excepted to said award and appealed to the Superior Court of Swain County, and that at the September-October Special Term of the Superior Court of Swain County, 1931, said appeal came on for hearing before His Honor, Cameron MacRae, Judge Presiding, and a jury, and that an issue was submitted to the jury, as shown by the record, and the jury found the value of said tract of land to be \$2,500.00;

And it further appearing that, at the last named term of the Superior Court of Swain County, a judgment was signed by Cameron MacRae, Judge Presiding, amending the former judgment of the Clerk of the Superior Court herein and fixing the award for said Tract No. 57 at the said sum of \$2,500.00, but there is or may be some uncertainty, under the provisions of said judgment so entered, as to the persons to whom said \$2,500.00 shall be disbursed by the Clerk of the Superior Court, the same having now been paid into Court by the Petitioner:

It is now, BY CONSENT, ORDERED, ADJUDGED AND DECREED that the Heirs-at-law of M. B. Enloe and the Heirs-at-law of Polk Enloe were the owners at the time of the institution of said proceeding in continuation of the lands covered and included in Tract No. 57, and are entitled to receive payment of the compensation so awarded therefor; and it is so further ordered that said Clerk is hereby authorized and directed to pay said sum of \$2,500.00 to the Heirs-at-law of M. B. Enloe and Polk Enloe, as their respective interests may be made to appear, and that none of the other respondents named in said proceeding have any interest therein.

W.F. Harding

Judge Presiding.

BY CONSENT:

(Signed) Edwards & Leatherwood.

(SIGNED) A. HALL JOHNSTON

(SIGNED) ZEBULON WEAVER

Attorneys for Petitioner.

(Signed) Frye & Jones.

Attorneys for Respondents,
Heirs-at-law of M. B. Enloe and
Heirs-at-law of Polk Enloe.

UNITED STATES
DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE
GREAT SMOKY MOUNTAINS NATIONAL PARK,
BRYSON CITY, N. C.

March 30, 1932.

Mr. W. H. Woodbury,
N.C. Park Commission,
Asheville, N.C.

Dear Mr. Woodbury:

Herewith is signed lease in triplicate of Mrs. Clementine Enloe, Ravensford, N.C. to which is attached \$6 in currency covering fee on same. Please affix your signature to this instrument and return ^{two}~~to~~ copies to this office.

Yours very truly,

John T. Needham
John T. Needham,
Asst. Chief Ranger

*Recd 3/31 & signed
from banked same date
J. T. N.*

M. B. Enloe Cross Conveyance

~~7-285~~

~~7-399~~

~~22-281~~

Mary J Birch Field

J. R. Birch Field

19-471 ✓ ad. nations

27-388 ✓ MB Enloe tract

42-215 Town Lot

45-41 Town Lot

J. J. Hughes

H. A. Hughes

5-447 1/8 interest to 500 acres. Raven Fork

7-331 tree dead

7-339 tree dead

17-232 it 1/2 520

41-40- out side

38-395 out side

16-406

M. B. Enloe Deed Trust
none

M. J. J. R. Birchfield Deed Trust

3-153 fulla Boundary

6-185 out side

~~13-281~~

J. J. Hughes Deed Trust
none

M.B.ENLOE LAND.

DEED.

MARY J.BIRCHFIELD & HUSBAND

TO

M.B. ENLOE

53 Acres.

Aug.25,1897.

Book 27.p.388

S_wain County.

DESCRIPTION.

BEGINING AT a Hickory and runs,

N.02 E.	48 poles	to a Stake and Pointers
N.41 W.	6 "	to a White Oak
N.02 E.	16 "	to a small Black Oak
N.14 E.	34 "	to a Sourwood
N.13 W.	26 "	to a White Oak
N.35 W.	56 "	to a Hickory
West	31 "	to a Black Oak
S.10 W.	74 "	to a Hickory
S.63 E.	14 " 5	to a White Oak
S.23 E.	30 "	to a Black Oak
S.02 E.	25 "	to small Sourwood
S.12½ W.	24 "	to a Black Walnut
S.48 W.	15 poles	to a Stake
S.10 E.	21 "	to a forked Sourwood
East	63 "	to the begining.