

ABSTRACT OF DEED OR GRANT

Grantors	In Preamble	As Signed	As Acknowledged
	County Board of Education	S. W. Black, Chairman	S. W. Black Chairman
	T. A. Johnson W. R. Patriquin N. A. Hall		

1. Kind of Conveyance **Warranty Deed**
 2. Date of Conveyance **Aug. 20, 1921**
 3. Is it properly executed **yes**
 4. Date of Entry and No.
 5. Before what Officer acknowledged **C. S. C.**
 6. Acknowledgments, regular **yes**
 7. If irregular, copy in full on back
 8. Did all grantors acknowledge **yes**
 9. Date of acknowledgment **Sept. 1, 1921**
 10. Was privy examination of wife taken **no**
 11. Did officer affix Seal
 12. Was order of probate correct **yes**
 13. Does conveyance contain covenants
 (a) of seizin **yes**
 (b) power to convey **yes**
 (c) against encumbrances **yes**
 (d) against claims of all others **yes**
 14. Date of filing for record **Oct. 15, 1921**
 15. Book **49** Page **359**
 for **Swain** County.
 16. Does deed contain any special limitations, provisions
 or restrictions
 17. Habendum clause (Quote fully). **To have and to hold the aforesaid tract or
 parcel of land together with all privileges and appurtenances there
 to belonging unto the said parties of the second part their
 successors and assigns forever.**

Exact Description of Property

"Situate in Swain County, North Carolina on the waters
 of Ocona Lufty River and bounded and fully described as
 follows:

BEGINNING at a stake 15 feet from center line and an
 property line of Appalachain Railroad Company's right
 of way an this being Southwest corner of N. A. Hall's
 property; thence South 71-43 East 165.4 feet with the
 line of N. A. Hall to a stake; thence South 18-15 East
 84 feet to a stake on property line of J. S. D. McHan;
 thence North 71-45 West 182.4 feet with line of J. S. D.
 McHan to a stake 15 feet from center line on property line
 of Appalachians Railroad Companys right of way; thence
 North 27-53 East 86.35 feet to the BEGINNING, containing
 0.33 acres.

DESCRIPTION OF THE BOUNDARY
OF THE
RAVENSFORD CHURCH TRACT (74)

Lying about one fourt mile East of the mouth of Raven's Fork of Ocona Lufty River.

Beginning at Corner 1, which is Corner 2 of the Hipps and Burgin Tract (110), a point in the Parson's Pulp and Lumber Co. line.

Thence, S. 69-37 E.

With the Parson's Pulp and Lumber Co. line.

6.59 Corner 2, a point on the southeast side of a small stream.

Thence, S. 35-30 W.

1.86 Corner 3, a point on the southeast side of stream.

Thence, N. 70-40 W.

6.06 Corner 4, which is Corner 4 of the Ravensford Church Tract (73), a stake.

Thence, N. 19-19 E.

With the East boundaries of the Ravensford Church Tract (73), and the Hipps and Burgin Tract (110).

1.91 The place of beginning, containing 1.17 acres.

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ATTORNEY'S CERTIFICATE AND OPINION

Tract #74

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.....:

Ravensford School Lot

..... 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. Tract No. 74 is included in the deed from A. J. Mullendore and others to J.D.S. McMahon and also in the deed from J.D.S. McMahon to J.D. Smith, both of which deeds appear in the abstract of Tract No. 75. There is no deed of record from J.D.S. McMahon, or, from J.D. Smith, to the Ravensford School, or to the County Board of Education, for said lot; so that our conclusion is that J.D. Smith and wife are the owners of said lot, as shown by the records, J.D.S. McMahon having recently died.

This 14 day of December, 1928

NORTH CAROLINA PARK COMMISSION

ASHEVILLE, N. C.

August 15, 1930.

REPORT ON THE RAVENSFORD SCHOOL TRACT - NO. 74, 1.17 ACRES.

LOCATION: This tract is located at Ravensford.

DESCRIPTION: A level lot, on which building was erected in 1920.

IMPROVEMENTS: A large frame building, 55' x 85', two stories, upper story used as an auditorium and for moving pictures, and containing a stage, two dressing rooms and one small class-room, about 20' x 25'.

The first floor contains four class-rooms, which are entered from two wide hall-ways. Each class-room is floored with #1 common oak flooring, and wainscoted up to about six feet, the balance of the interior finish being sheet rock. The outside is storm sheeted and weather-boarded; good metal roof. Construction includes 60 large windows and 10 doors. The outside of the building is painted; running water is piped to the building. This building is somewhat out of repair, especially the sheet rock, which has been punctured in many places.

There is also a single box garage, 12' x 18', which is in good repair.

VALUATION: Including lot, \$6,650.00.

The School Board appointed an agent to value this property with the Park appraisers, and this price will be acceptable.

John Thomas
W.W. Woodbury
APPRaisERS.

A. S. PATTERSON

Attorney-at-Law

Bryson City, N. C.

November 22nd, 1931.

Mr. Zebulon Weaver,

Asheville, N.C.

Dear Zeb:

I am just in receipt of your letter, saying the Commission still had the money in case of judgment of Wall against Smith. Just hold it until I can have time to present my order from Judge Webb. If you see the adjudication or finding by Mr. Thomas, Referee and order from Judge Webb, you can see that it is only necessary to pay the money over to me. I will bring the order or send you copy, whichever you wish. I was over there the other day to see about the matter and I took it from what Ward said that the money had already been turned over to them. I am to hold the money, as trustee until it is settled by the court as to whom I am to pay it.

Thanking you for your trouble, with best wishes,

Yours Truly,

A. S. Patterson

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

December 1, 1931.

Mr. A. S. Patterson,
Bryson City, N. C.

Dear Sir:

Mr. Weaver has turned over your letter of November 22nd to us for us to reply to.

As we understand it, the condemnation cases for the schools were brought in Swain County and the price on the Ravensford School is agreed on. Whatever judgment is rendered in behalf of the School Board or Mr. Hall will be rendered in Swain County, and then it will be the duty of the Commission to pay the money into the Clerk's office, through which way the title is acquired.

It would seem to us that the proper step for you to take would be to take an order from Judge Webb to the Clerk of the Court of Swain County, protecting whatever rights your client may have, as it is necessary for us to deposit the money with the Clerk to secure title.

Very truly yours,

NORTH CAROLINA PARK COMMISSION

By

W. H. Woodbury.

W.H.W:S

T H E T I T L E

TRACT NO. 74

This tract, containing 1.17 acres, is identical in title with Tract No. 75 hereinbefore noted, the J. D. Smith property.

A controversy arose over the title to this tract in the following manner: J. D. S. McMahan, who conveyed Tract No. 75, and including Tract No. 74, to J. D. Smith, executed a deed for this school lot to the Board of Education of Swain County, but it seems that the deed was not properly registered until after one N. A. Hall obtained a judgment against J. D. Smith. This led to litigation which is now pending in the Superior Court of Swain County between said Hall and the Board of Education. However, the State of North Carolina instituted a condemnation proceeding in Swain County, before the Clerk, entitled "State of North Carolina, Petitioner, against T. I. Hughes, et al., Respondents," in which this school lot, together with other school properties in Swain County, were condemned for Park purposes. Commissioners were appointed and award was made, fixing the value of the Ravensford School Lot and the purchase money, by agreement both between Hall and the Board of Education, has been paid into Court, the only question remaining being whether this money shall be distributed to the Board of Education or said Hall and those claiming under him. The title to the property, however, passed by a final decree in the case and is now vested in the State of North Carolina.

Inquiry in the neighborhood discloses that no other person has set up claim of any nature to this tract.

There are no valid liens or encumbrances outstanding.

All deeds are general warranty deeds and purport to convey the title in fee simple.

All taxes have been paid.

In view of the above and in view of Sections 428 and 430 of the Consolidated Statutes of North Carolina, I am of the opinion that

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

November 21, 1931.

Mr. A. S. Patterson,
Attorney-at-law,
Bryson City, N. C.

Dear Dolph:

Replying to your recent letter, I will say that I was under the impression that we had paid over to the Board of Education of Swain County the money for the Ravensford School, but I find from Mr. Woodbury that this has not been done. However, it is payable at any time. It simply was not been paid because it was thought it might await the settlement of the dispute between Hall and the Board of Education, as it could not be disbursed by the Clerk until that was done.

I take it that you have filed your claim as Trustee in Bankruptcy with the Clerk of the Court in this case. If not, you should do so, and the money, of course, will be payable to you as such trustee. The office here will be glad to cooperate with you and give you any information you desire. When the money is paid into Court, Mr. Woodbury will notify you.

Very truly yours,

Zebulon Weaver.

7W:S

A. S. PATTERSON

Attorney-at-Law

Bryson City, N. C.

November 14th, 1931.

Mr. Zebulon Weaver,
Asheville, N.C.

Dear Zeb:

In the matter of the condemnation of the J.D. Smith land: Mr. N.A. Wall bankrupt had a judgment against Smith for \$891.74. The court has held that the money should be paid to me, I am trustee in bankruptcy of Walls. I have an order for the money in whoever hands it may be found. I am informed that Park the Park Commission has paid it into the Clerk at Asheville or some one else. I have been trying to locate the money, that is if it has been paid any at all to ~~any~~ one. Do you remember any thing about the matter. I thank you for any information you may give me.

Yours truly,

A. S. Patterson

Trustee for Walls.

P.S. I wrote to Mr. Cain, Clerk, he doesn't seem to know any thing about it.