

# DESCRIPTION OF THE BOUNDARY

## OF THE

### ORA DOUGHERTY TRACT (80)

Lying on the Western bank of the Ocona Lufly River and about 25 chains north of Lambert Branch.

Beginning at Corner 1, a large poplar on West side of public road near the river and a Corner of the Indian Boundary, thence with 3 lines of the Indian Boundary.

N. 6-11 W.

28.48 Corner 2, a planted stone in edge of field.

N. 88-22 W.

4.43 Corner 3, a stone.

S. 4-42 W.

23.90 Corner 4, a 5" chestnut, scribed I.B.

A 36" white oak scribed B.T. I. B. bears S. 50-00 E. .30 chain distant.

Thence, N. 64-25 W.

6.07 Corner 5.

A 6" pine with witnesses on a ridge.

A 30" spanish oak bears N. 55-00 E. .15 chain distant, scribed B.T.D.

A common Corner to the T. H. DeBord Tract (81), and the B. M. Reagan Tract (82), thence with the DeBord Tract (81), and the meanders of the ridge.

N. 5-46 E.

2.34 A Point.

N. 8-09 W.

4.52 A Point.

N. 34-50 W.

1.75 A Point.

N. 24-14 W.

2.12	A Point.	N. 30-01 W.
2.12	A Point.	N. 77-54 W.
3.06	A Point.	N. 65-22 W.
2.42	A Point.	N. 37-30 W.
4.73	A Point.	N. 31-18 W.
3.20	A Point.	N. 47-51 W.
5.50	A Point.	N. 53-59 W.
2.25	A Point.	N. 49-30 W.
3.43	A Point.	N. 47-08 W.
1.27	A Point.	N. 67-34 W.
3.85	A Point.	N. 49-26 W.
.95	A Point.	N. 28-42 W.
2.97	A Point.	N. 77-35 W.
4.62	A Point.	N. 38-09 W.
1.06	A Point.	N. 75-15 W.

8.56 A Point.

N. 84-38 W.

4.24 A Point.

N. 53-15 W.

1.93 Corner 6, a chestnut tree, common corner to the J. H. Reagan Tract (84), and the DeBord Tract (81), thence with the Reagan Tract (84), and the meanders of the ridge.

N. 49-01 W.

1.30 A Point.

N. 31-11 W.

3.15 A Point.

N. 20-43 W.

1.16 Corner 7, a point with chestnut witnesses on high knob.

Set a post scribed ~~3-00~~ F.R.D.

A 24" chestnut bears N. 75-00 W. .27 chain distant, scribed B.T.F.

A common corner with the J. H. Reagan Tract (84), the J. M. Bradley Tract (87), and the F. and E. Floyd Tract (89), thence with the Floyd Tract (89), and the meanders of the ridge.

S. 89-11 E.

.81 A Point.

N. 70-10 E.

2.85 A Point.

N. 47-12 E.

3.43 A Point.

N. 15-57 E. .

2.86 A Point.

N. 64-00 E.

5.45 A Point.

N. 32-43 E.

3.51 A Point.

	N. 73-43 E.
2.69 A Point.	
	S. 84-17 E.
4.22 A Point.	
	N. 67-23 E.
3.12 A Point.	
	N. 76-06 E.
3.57 A Point.	
	N. 54-18 E.
2.10 A Point.	
	N. 46-53 E.
6.24 A Point.	
	N. 38-04 E.
1.51 A Point.	
	N. 21-09 E.
3.72 A Point.	
	N. 43-37 E.
1.16 A Point.	
	S. 75-32 E.
.70 A Point.	
	S. 86-22 E.
2.77 A Point.	
	S. 79-55 E.
4.00 A Point.	
	N. 88-04 E.
8.34 A Point.	
	N. 76-49 E.
3.67 A Point.	
	N. 60-57 E.

2.24 A Point.

S. 44-50 E.

1.91 A Point.

S. 70-15 E.

1.98 A Point.

S. 32-27 E.

4.00 A Point.

S. 55-13 E.

~~1.16~~  
~~3.09~~ Corner 8, an 8" spanish oak with corner marks, and witnesses,  
Corner 4 of the C.W. Parker Tract (79), thence with the  
Parker Tract (79), and the meanders of the ridge.

S. 17-05 W.

~~3.09~~  
~~1.16~~ A Point.

S. 23-10 W.

1.34 A Point.

S. 32-26 W.

3.31 A Point.

S. 20-44 W.

3.20 A Point.

S. 8-27 W.

1.76 A Point.

S. 12-58 W.

1.85 A Point.

S. 3-39 W.

5.92 A Point.

S. 7-15 W.

2.50 A Point.

S. 0-35 E.

3.73 A Point.

S. 19-03 E.

2.10 A Point.

S. 58-21 E.

1.39 A Point.

S. 73-50 E.

1.85 A Point.

S. 69-01 E.

2.06 A Point.

S. 8-28 E.

3.82 A Point.

S. 23-35 E.

2.50 A Point.

S. 34-34 E.

3.28 A Point.

S. 11-06 E.

2.09 A Point.

S. 36-00 E.

3.02 A Point.

S. 51-48 E.

2.30 A Point.

S. 30-49 E.

7.32 Corner 9, a stake in fence corner on bank of stream at point of ridge and corner 3 of the Parker Tract (79).

Thence, with meanders of fence.

S. 59-58 E.

3.00 A Point.

S. 36-40 E.

1.22 A Point.

S. 27-21 E.

9.14 Corner 10, a point in the center of the river, opposite line fence and corner 2 of the Parker Tract (79), thence

down the river with its meanders.

S. 70-29 W.

13.90 A Point.

S. 35-28 W.

5.01 Corner 11, a point in the center of the river, and corner in the Indian Boundary Line, thence,

N. 88-00 W.

1.50 To the place of beginning, containing 252.27 acres.

Analysis of Title

Tract No. 80.

Tract No. 80 is covered partly by Grant No. 501, Grant 1027, and Grant 122. Each grant will be considered separately.

Grant 501.

1. Grant 501 was issued to Felix Walker, which is said to contain 2550 acres. This grant is dated May 9, 1795. See page 588 of Abstract of Tract No. 57.

2. On February 20, 1807, Felix Walker conveyed a tract of land containing 250 acres to Abraham Enloe which covers a portion of Tract No. 80. This deed is duly registered in Haywood County. See page 863 of the Abstract of Tract No. 72.

3. On February 1, 1827, Abraham Enloe conveyed two tracts of land to Wesley M. Enloe, which cover part of Tract No. 80. This deed is of record in Haywood County. Page of Abstract of Tract No. 77.

4. On June 7, 1869, Wesley M. Enloe conveyed to Samuel Monteith the two tracts mentioned in the above deed. This deed is of record in Jackson County. Page 955 of Abstract of Tract

Grant No. 1027.

5. On December 11, 1871, Grant No. 1027 was granted to Samuel Monteith. This grant is said to contain 200 acres and covers the larger portion of Tract No. 80. Grant No. 1027 lies entirely within grant 501 and both cover the same portions of Tract No. 80.

6. From all indications, after obtaining Grant 1027 and purchasing the two tracts from Wesley M. Enloe, Samuel Monteith died intestate. We have been unable to determine the date of his death and have been unable to find any administration of his estate from the records.

7. Samuel Monteith left the following heirs at law:  
See Affidavit page of this Abstract.



8. The following conveyances are made by the heirs at law of Samuel Monteith and are for their undivided interests in the Samuel Monteith land heretofore described:

(a) On February 8, 1900, Julia Lee Monteith, James E. Monteith, B. F. Monteith, Albert E. Monteith, Dora Sanders and husband, William E. Sanders and Melvin S. Monteith, Guardian for Thomas M. Monteith and Nancy M. Monteith conveyed to S. L. Monteith their interest in two tracts of land said to contain 219 acres. This conveyance covers part of tract No. 80. See page 956 of this Abstract.

(b) On December 17, 1907, S. L. Monteith and wife, A.C. Monteith conveyed to S.A. Monteith all their interest in a tract of land known as the "Samuel Monteith home place". Also all the interest that S. L. Monteith acquired by the conveyance from Julia Lee Monteith, et al, see paragraph (a) above. This deed is of record in Swain County. Page 957 of Abstract.

(c) On January 11, 1896, W. K. Zachary and wife M. E. Zachary conveyed to G.W. Monteith all their interest in two tracts of land owned by Samuel Monteith, being the tract granted to him by the State and the tract purchased from W. M. Enloe. This deed is of record in Swain County. Page 958 of this Abstract.

(d) On April 28, 1906, J. Ed Angel and wife M. M. Angel conveyed to G. W. Monteith an undivided one-ninth interest in the lands owned by Samuel Monteith, being the lands granted to him by the State and the lands purchased by him from W. M. Enloe. This deed is duly executed and is registered in Swain County. Page 959 of this Abstract.

(e) On January 21, 1896, C. C. Moody and wife, M. C. Moody conveyed all their interest in the Samuel Monteith lands to D.J. Hyatt, Margaret Brown, G. V. Monteith, Thomas Monteith, M. M. Angel and S. L. Monteith. This conveyance sets out that the Grantees are to receive the following interests:

D. J. Hyatt ✓	a 1/8 interest
Margaret Brown	a 1/8 interest
G. V. Monteith	a 3/8 interest
Thomas Monteith	a 1/8 interest
M. M. Angel	a 1/8 interest
S. L. Monteith	a 1/8 interest

This deed is of record in Swain County. Page 960 of Abstract.

(f) On February 11, 1898, A. E. Hyatt and wife D. J. Hyatt conveyed to G.W. Monteith an undivided one-ninth interest in the lands of Samuel Monteith. This deed is of record in Swain County See page 961 of this Abstract.

(g) On December 1, 1906, C. G. Enloe, Mary Enloe, Cumi Enloe, Jesse Enloe, heirs of S.E. Enloe, S. S. Enloe, husband of S. E. Enloe conveyed to G.W. Monteith all their interest in the lands of Samuel Monteith. This deed, however, is signed

only by C.G. Enloe and Mary Enloe. The certificate of acknowledgment shows that S. S. Enloe, C. G. Enloe and Mary Enloe acknowledges the execution of the conveyance. This conveyance only passes to G.W. Monteith the interests of C. G. Enloe and Mary Enloe, leaving the interest of Cumi Enloe, Jesse Enloe and S.E. Enloe outstanding. The records do not disclose a later conveyance by these parties and we have been informed by one of the parties that they have never signed away their interest. Page 962

(h) On March 21, 1904, J. L. Queen and wife Mary Queen, Thomas Monteith and wife Pallie Monteith conveyed to George Monteith all their interest in the Samuel Monteith lands. This deed is of record in Swain County. See page 963 of this Abstract.

We are of the opinion that the foregoing conveyance of the heirs at law of Samuel Monteith that G. W. Monteith, and S. A. Monteith were vested of title to the Samuel Monteith lands, except the outstanding interests of Margaret Brown, Cumi Enloe, Jesse Enloe and S. S. Enloe.

9. On June 14, 1910, G.W. Monteith and wife, Roxie Monteith, S.A. Monteith and wife, Mamie Monteith conveyed to B. C. Fisher and M. A. Fisher a tract of land containing 140 acres more or less known as the "S. L. Monteith old home place". This conveyance covers a portion of tract No. 80 and is of record in Swain County. See page 964 of this Abstract.

10. On January 21, 1916, B. C. Fisher and wife E. L. Fisher conveyed to Sampson Owl a tract of land containing 140 acres, being the same land mentioned in the foregoing paragraph of this Abstract. It will be noted that the conveyance from C.W. Monteith and wife, Roxie Monteith, S.A. Monteith and wife, Mamie was to B.C. Fisher and M. A. Fisher. We have been informed that M. A. Fisher was the wife of B. C. Fisher and that after the above conveyance M.S. Fisher died, leaving surviving her, her husband, B. C. Fisher, and that before the conveyance to Sampson Owl, B. C. Fisher married E. L. Fisher, who joined him in the deed to Sampson Owl. If this information is correct, this conveyance vested title in Sampson Owl.

11. On June 28, 1919, Sampson Owl and wife Susanah Owl conveyed to Hugh N. Lambert and wife Rosa Lambert, the same land mentioned in the above tract. This deed is of record in Swain County. See page 968 of this Abstract.

12. We will next consider in this Abstract several conveyances that cover eighty-one acres of the northern portion of Tract No. 80. The several conveyances mentioned heretofore cover the same portion that the conveyances we are now about to consider. The conveyances to be hereafter mentioned form a second chain of title for a portion of the same land that has been considered heretofore. This tract contains approximately eighty-one acres and is covered by Grants Nos. 801 and 1027.

13. On March 27, 1907, C. C. Moody and wife, W. C. Moody conveyed to Jesse E. Noland a tract containing eighty-one acres, which is the northern portion of Tract No. 80. This deed is of

We have been unable to find from the records a trace of a conveyance covering the above mentioned land to either C. C. Moody or his wife, M. C. Moody. However, we have been informed by Hugh N. Lambert that the above tract of land was given to M. C. Moody by her father, Samuel Monteith. We are also informed by Hugh N. Lambert that this tract is a portion of No. 80 and is correctly located and covers the northern portion of Tract No. 80. As the chain of title to the Monteith land has been shown in this Abstract the same will not be repeated as this is a portion of the Samuel Monteith land.

14. On October 2, 1907, Jesse Roland and wife, C. C. Roland conveyed to W.D. Bradley a tract of land containing eighty-one acres which is the same tract of land mentioned in the above paragraph. This deed is of record in Swain County. Page 971 of Abstract.

15. On January 4, 1925, W. D. Bradley and wife Nancy Bradley conveyed the same tract to Hugh N. Lambert and wife, Rosa L. Lambert. This deed is of record in Swain County. Page 972 of Abstract.

Grant No. 122.

Grant No. 122 was issued to W.P. Hyde on October 18, 1880 and covers the western portion of Tract No. 80. Page 973.

16. On February 18, 1906, W. P. Hyde and wife, P. L. Hyde conveyed to Tom Lambert a tract of land containing 100 acres, which tract covers the western portion of Tract No. 80 and also the eastern portion of Tract No. 81. This deed recites that this land is a portion of Grants Nos. 14 and 273. We have been unable to locate these grants but from the information furnished us by the Surveyor, we are positive that this tract is a portion of Grant No. 122 and is located so as to cover the western portion of Tract No. 80 as well as part of Tract No. 81. Page 974 of Abstract.

17. On December 21, 1906, Thomas Lambert and wife Laura Lambert conveyed to Jesse Lambert a tract of land containing 100 acres, which is the same tract mentioned in the above paragraph. This deed is of record in Swain County. Page 975 of Abstract.

18. On August 10, 1908, Jesse Lambert conveyed to Walter Bradley two tracts of land. The first tract in said deed being the same tract conveyed to Jesse Lambert by Thomas Lambert containing 100 acres more or less. This deed is of record in Swain County. Page 976 of Abstract.

19. On March 29, 1920, Walter Bradley and wife, Lizzie Bradley, conveyed to Hugh N. Lambert and wife, Rosa Lambert, a tract of land containing thirty acres which covers the western portion of Tract No. 80 and is part of a tract mentioned in paragraph No. 14. This deed is duly executed and registered in Swain County. Page 978 of Abstract.

20. On March 19, 1926, Hugh B. Lambert and wife, Rose Lambert conveyed to Ora H. Dougherty the whole of Tract No. 80. This deed is of record in Swain County. Page 977 of Abstract.

ATTORNEY'S CERTIFICATE AND OPINION

Tract No. 80.

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.....:

Ors E. Dougherty

..... 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 1926 are outstanding and unpaid.

2. A Deed in Trust, dated July 26, 1915 from B. C. Fisher and wife, Mary, to J. Robt. Long, Trustee, given to secure the sum of \$955.45, due and payable one year from date. This Deed in Trust is not cancelled of record. Page 985 of Abstract.

3. A Deed in Trust from E. B. Bradley dated October 2, 1907 to Jesse Enloe Trustee, given to secure the sum of \$220.00 due and payable Sept. 1, 1908. This deed in Trust is not cancelled of record. Page 986 of this Abstract.

4. The outstanding undivided interests in Tract No. 80 are: Margaret Brown, Cumi Enloe, Jesse Enloe, S.S. Enloe. We are of the Opinion, however, that these heirs would be barred from setting up any claim in this tract since the present owner has been holding by virtue of several conveyances which are color of title for a period of more than seven years; that is unless some of the heirs above mentioned are under some disability that would prevent the operation of the statute.



Tract No. 80  
ATTORNEY'S CERTIFICATE AND OPINION

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.....:

Ora H. Dougherty (Widow)

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 are outstanding and unpaid.

2. A Deed in Trust, dated July 26, 1915 from B. C. Fisher and wife, Mary, to R. Robt. Long, Trustee, given to secure the sum of \$955.46, due and payable one year from date. This Deed in Trust is not cancelled of record. Page 985 of Abstract.

3. A Deed in Trust from W. D. Bradley dated October 2, 1907 to Jesse Noland Trustee, given to secure the sum of \$220.00 due and payable Sept. 1, 1908. This deed in Trust is not cancelled of record. Page 986 of this Abstract.

4. The outstanding undivided interests in Tract No. 80 are: Margaret Brown, Cumi Enloe, Jesse Enloe, S.S. Enloe. We are of the opinion, however, that these heirs would be barred from setting up any claim in this tract since the present owner has been holding by virtue of several conveyances which are color of title for a period of more than seven years; that is unless some of the heirs above mentioned are under some disability that would prevent the operation of the statute.

*No check & 6c issued (Copy of Original)*  
*On this opinion as it stands*

*RE*

This 7th day of January, 1929

*Worth McKinney*  
Attorney.

# 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, Bald Mountain  
JOHN G. DAWSON, Rinston  
FLATO EBBS, Asheville  
R. T. FOUNTAIN, Rocky Mount

MARK SQUIRES, Chairman, Lenoir  
EUGENE C. BROOKS, Secretary, Raleigh

J. A. HARDISON, Wake County  
FRANK LINNEY, Boone  
J. ELMER LONG, Durham  
HARRY NETTLES, Blount  
E. S. PARKER, Jr., Greensboro  
MARK SQUIRES, Lenoir

Bryson City, N.C.

April 5, 1929.

Mr. Verne Rhoades,

Asheville, N.C.

Dear Sir:

I have discussed the defects mentioned in the opinion of Tract No. 80 (Ora H. Dougherty) with Mr. Whisnant, and we have decided that it will perfectly safe to go ahead and issue a check in full payment for this tract. We have investigated the parties owning the outstanding interest mentioned in the opinion on this tract and have decided that they are barred by the statute under seven years color of title.

Yours very truly,

*Worth McKinney*  
WORTH McKINNEY  
Title Attorney

WMacK:D

P.S. Mrs. Dougherty will appreciate it very much if you would send check in payment for this tract at your very earliest convenience.

OK  
VR

check issued  
4/6/29



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

A<sup>Titles</sup>  
Dougherty, Ora H.  
#80.

April 6, 1929.

Mr. Worth McKinney,  
Bryson City, N. C.

Dear Mr. McKinney:

Enclosed herewith is check payable to Mrs. Dougherty for \$8,000.00, the purchase price for her tract in the Park area.

Also enclosed is a statement of the pledge made by Mr. & Mrs. Dougherty to the park. They have paid \$10.00 on this subscription, leaving a balance due of \$90.00. On February 15, 1928, Mrs. Dougherty wrote us as follows:

"I understand the park is going to include my place above Cherokee and has already been surveyed. I want to wait and take this pledge off the purchase price of land, which I trust will be satisfactory.

(SIGNED) Ora. H. Dougherty."

We have made the check for her land in full, so please ask Mrs. Dougherty if it will be satisfactory with her to give us her check for \$90.00.

When you are satisfied that the 1928 taxes have been paid and made some arrangement with regard to the above subscription, you may turn the check over to Mrs. Dougherty.

Yours very truly,

Verne Rhoades,  
Executive Secretary.

VR:S

Encl. 2

# 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

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

J. A. HARDIS  
FRANK LINN  
J. ELMER LO  
HARRY NET  
E. S. PARKE  
MARK SQUI

Bryson City, N. C.

April 9, 1929.

Mr. Verne Rhoades,  
Asheville, N. C.

Dear Mr. Rhoades:

Mr. Cagle and Mrs. Dougherty inform me that Mr. Bramlett promised them a lease on their respective places.

When Mr. Squires was out here he said that the Tennessee Commission and the North Carolina Commission were working out a form lease to be signed by the proper authorities, leasing back the places to the Vendors. Mr. Cagle and Mrs. Dougherty would like to have their leases at the earliest possible moment as they are closing out and selling their places to the State and think it is more business like to have their leases delivered to them. I told them I would write you and felt sure that you would attend to this at once.

Very truly yours,

*Worth McKimney*  
WORTH MCKIMNEY  
Attorney

MCK:D

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

A-Purchase  
Dougherty, Ora H.  
#80

April 10, 1929.

Mr. Worth McKinney,  
Bryson City, N. C.

Dear Mr. McKinney:

Replying to your letter of April 9:

I took up with Mr. Squires this morning while he was in the office, the question of the form of lease he desires us to use with those people who desire to lease lands from us after they have been sold to the Park Commission.

Mr. Squires states that he will draw up this form of lease immediately, and submit it to the Tennessee Park Commission and to Mr. Cammerer, of the National Park Service, immediately. As soon as they have o. k.'ed the form, it will be returned and we will have a supply printed at once for our use. You can advise Mrs. Dougherty and Mr. Cagle to go right ahead with any preparation they want to make for this year's crop, with the understanding that the lease will be executed as soon as forms are available.

They ought, however, to be cautioned, and also caution their tenants, that no green timber should be cut for any purpose whatsoever and no additional clearing should be done on the lands so leased, and every individual should endeavor to prevent forest fires on the tracts in question.

Yours very truly,

Verne Rhoades,  
Executive Secretary.

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

A-Purchase  
Dougherty, Mrs. Ora  
#80.

April 10, 1929.

Mrs. Ora H. Dougherty,  
Bryson City, N. C.

Dear Mrs. Dougherty:

I have your letter of April 9.

I have talked over the subject matter with Mr. Squires and Mr. Ebbs. Both are emphatic in saying that your request cannot be granted, because the Commission does not have authority to release anyone from pledges made to the subscription fund to the Park.

They ask that I call to your attention the fact that if such a precedent were once established - even had they authority to establish - it would be very detrimental, because, as you doubtless know, every dollar of private subscription is matched by another dollar from the Rockefeller Memorial; and if your particular request were granted, the Commission would not only lose \$90.00, but an additional \$90.00 from the Rockefeller Fund.

I wish that we could help you out, but I feel that your pledge ought to be binding. It is true that you lost money on the sale of your place to the State, but all of our appraisers - as well as the opinion of other disinterested and competent judges of farm values - are of the opinion that the price paid for your tract is even a little more ample than actual fair cash market value.

Very sincerely yours,

Verne Rhoades,  
Executive Secretary.

# 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

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

J. A. HARDISON, WADE  
FRANK LINNEY, BOONE  
J. ELMER LONG, DURHAM  
HARRY NETTLES, BILLY  
E. S. PARKER, JR. GAI  
MARK SQUIRES, LENOIR

Bryson City, N. C.

April 9, 1929.

Mr. Veme Rhoades,  
Executive Secretary,  
Asheville, N. C.

Dear Mr. Rhoades:

I have read your letter written Mr. McKinney in regard to balance of \$90.00 due on my subscription to the Park Fund.

In view of the fact that your Appraisers and Purchasing Agent would not allow me the \$10,000.00, which I paid for my place, I do not feel like paying out \$90.00 in addition to losing \$2,000.00 on the place. However, Mr. Bramlett assured me at the time I gave him the Option that he was pretty sure he could get the balance of subscription canceled.

I will surely appreciate it, if you can arrange to have this \$90.00 canceled.

Yours very truly,

*Dr. H. Langherty*

THIS DEED, Made this 12th day of April A.D. 1929, by and between

Ora H. Dougherty, Widow,

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 -----EIGHT THOUSAND----- (\$8,000.00 ) 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 Ocona Luffy Township Swain County, State of North Carolina, particularly described as follows, viz.:

Tract No. 80:

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 bank of the Ocona Luffy River and about 25 chains north of Lambert Branch,

BEGINNING at Corner 1, a large poplar on West side of public road near the river and a corner of the Indian Boundary, thence with three lines of the Indian Boundary North 6-11 West 28.48 chains corner 2, a planted stone in edge of field North 88-22 West 4.43 chains, corner 3, a stone; South 4-42 West 23.90 chains, corner 4, a 5" chestnut, scribed I.B., a 36" white oak scribed B.T.I.B. bears South 50-00 East .30 chain distant; thence, North 64-25 West 6.07 chains, corner 5, a 6" pine with witnesses on a ridge, a 30" spanish oak bears North 55-00 East .15 chain distant scribed B.T.D., a common corner to the T. H. DeBord Tract (81), and the B. M. Reagan Tract (82); thence with the DeBord Tract (81), and the meanders of the ridge North 5-46 East 2.34 chains; North 8-09 West 4.52 chains; North 34-50 West 1.75 chains; North 24-14 West 2.12 chains; North 30-01 West 2.12 chains; North 77-54 West 3.06 chains; North 65-22 West 2.42 chains; North 37-30 West 4.73 chains; North 31-18 West 3.20 chains; North 47-51 West 5.50 chains; North 53-59 West 2.25 chains; North 49-30 West 3.43 chains; North 47-08 West 1.27 chains; North 67-34 West 3.85 chains; North 49-28 West .95 chains; North 28-42 West 2.97 chains; North 77-35 West 4.62 chains; North 38-09 West 1.06 chains; North 75-15 West 8.56 chains; North 84-38 West 4.24 chains; North 53-15 West 1.93 chains, corner 6, a chestnut tree, common corner to the J. H. Reagan Tract (84), and the DeBord Tract (81); thence with the Reagan Tract (84), and the meanders of the ridge North 49-01 West 1.30 chains; North 31-11 West 3.15 chains; North 20-43 West 1.16 chains, Corner 7, a point with chestnut witnesses on high knob, set a post scribed F.R.D., a 24" chestnut bears North 75-00 West .27 chain distant scribed B.T.F., a common corner with the J. H. Reagan Tract (84), the J. M. Bradley Tract (87), and the F. and E. Floyd Tract (89); thence with the Floyd Tract (89), and the meanders of the ridge South 89-11 East .81 chains; North 70-10 East 2.85 chains; North 47-12 East 3.43 chains; North 15-57 East 2.86 chains; North 64-00 East 5.45 chains; North 32-43 East 3.51 chains; North 73-43 E. 2.69 chains; South 84-17 East 4.22 chains; North 67-23 East 3.12 chains; North 76-06 East 3.57 chains; North 54-18 East 2.10 chains; North 46-53 East 6.24 chains; North 38-04 East 1.51 chains; North 21-09 East 3.72 chains; North 43-37 East 1.16 chains; South 75-32 East .70 chains; South 86-22 East 2.77 chains; South 79-55 East 4.00 chains; North 88-04 East 8.34 chains; North 76-49 East 3.67 chains; North 60-57 East 2.24 chains; South 44-50 East 1.91 chains; South 70-15 East 1.98 chains; South 32-27 East 4.00 chains; South 55-13 East 1.16 chains, corner 8, an 8" spanish oak with corner marks, and witnesses, corner 4 of the C.W. Parker Tract (79); thence with the Parker Tract (79), and the meanders of the ridge South 17-05 West 3.09 chains; South 23-10 West 1.34 chains; South 32-26 West 3.31 chains; South 20-44 West 3.20 chains; South 8-27 West 1.76 chains; South 12-58 West 1.85 chains; South 3-39 West 5.92 chains; South 7-15

IN TESTIMONY WHEREOF, the said grantors have signed and sealed these presents the day and year above written.

SIGNED, SEALED AND DELIVERED  
in the presence of

}

.....

.....

*Wm H Langherty* (Seal)

..... (Seal)

..... (Seal)

..... (Seal)

TRACT No. 80

# Warranty Deed

Ora H. Dougherty

TO

THE STATE OF NORTH CAROLINA

Consideration - - \$ 5,000.00

Dated 12th day of April, 1929

Filed for registration on the 12th

day of April, 1929, at 2:15

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

of the Register of Deeds for

Swain

County, North Carolina, on the 12th

day of April, 1929, in Book

No. 58 of Deeds, at page 343

Ellis J. Summelle

Register of Deeds.

FEES.

CSC per 35 Ave

STATE OF NORTH CAROLINA Swain COUNTY.

I, Will W. Wiggins, a Notary Public

in and for said County and State, do hereby certify that Ora H. Dougherty, Widow, personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Let the instrument and the certificate be registered.

Witness my hand and Notarial seal, this 12th day of April, A.D. 1929.

Will W. Wiggins  
Notary Public.

STATE OF NORTH CAROLINA Swain COUNTY.

The foregoing certificate of Will W. Wiggins

A Notary Public

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

This 12th day of April, A.D. 1929.

V.A. Brauer

Clerk Superior Court.