

DESCRIPTION OF THE BOUNDARY

OF THE

WILLIAM STILES TRACT (121)

Lying on both sides of Indian Creek and being a part of Exception 7 to the Champion Fibre Co. Tract (1),

Beginning at Corner 1, a post beside a stone corner, scribed W.S. Cor. 1.

Thence, S. 13-22 E.

2.49 Corner 2, a planted stone.

Thence, S. 27-26 E.

2.18 Corner 3, a post marked W.S. Corner 3.

Thence, S. 76-39 E.

4.38 Corner 4, a 10" dogwood, blazed and scribed W.S. Cor. 4.

Thence, S. 42-38 W.

26.01 Corner 5, a chestnut post scribed W.S. Cor. 5. B.L. Cor. 1.
A 20" chestnut, blazed and scribed B.T. Cor. 5, Cor. 1, bearing S. 7-00 W. .18 chain distant.

A common corner to the Baxter Laney Tract (122).

Thence, with two lines of the Baxter Laney Tract (122).

N. 56-49 W.

20.53 Corner 6, a locust fence post scribed W.S. Cor. 6, and B. L. Cor. 2.

S. 39-06 W.

2.15 Corner 7, a locust fence post scribed W.S. Cor. 7.

Thence, N. 59-31 W.

4.91 Corner 8, a 20" chestnut blazed and scribed W.S. Cor. 8.

Thence, N. 13-13 E.

3.61 Corner 9, a 20" poplar scribed W.S. Cor. 9.

Thence, N. 44-12 E.

6.72 Corner 10, a 10" locust scribed W.S. Cor. 10.

Thence, N. 57-36 E.

2.71 Corner 11, a 10" black oak blazed and scribed W.S.
Cor. II.

Thence, N. 43-11 E.

5.71 Corner 12, a double chestnut blazed and scribed W.S.
Cor. 12.

Thence, N. 64-23 E.

3.73 Corner 13, a 16" chestnut, blazed and scribed W.S. Cor. 13.

Thence, S. 31-06 E.

4.58 Corner 14, a 20" chestnut stump, blazed and scribed W.S.
Cor. 14.

Thence, N. 78-20 E.

1.86 Corner 15, a chestnut post scribed W.S. Cor. 15.

Thence, N. 66-40 E.

11.58 Corner 16, a chestnut post scribed W.S. Cor. 16.

Thence, S. 26-01 E.

1.87 Corner 17, a chestnut post scribed W.S. Cor. 17.

Thence, S. 60-04 E.

4.73 The place of beginning, containing 62.83 acres.

NORTH CAROLINA PARK COMMISSION

ASHEVILLE, N.C.

REPORT ON THE WILLIAM STILES TRACT NO. 121--62.83 ACRES.

Location: This tract is located on Indian Creek, a tributary of Deep Creek about five miles from Bryson City and ad-joins the lands of Champion Fibre Company and other small property owners.

Description: A nice mountain farm occupied by the widow, eight acres of flat land along the creek, which is productive and eight acres in an upper field which is also productive. Twenty acres in timber land has been cut over but a good stand of timber is left.

Improvements: The improvements are a four room box house, a good barn, smoke house and crib, all of which are in good condition. The eight acres of flat land is fenced and well cared for and the upper field is fenced. There are about ninty young fruit trees well cared for.

| | | |
|------------|-----------------------------|------------------|
| Valuation: | Four room box house | \$500.00 |
| | Barn, smoke house and crib | 400.00 |
| | Eight acres flat land | 550.00 |
| | Eight acres up land | 250.00 |
| | Fourteen acres pasture land | 200.00 |
| | Thirty-two acres woodland | 350.00 |
| | | <u>\$2250.00</u> |

An option has been taken at this price.

Wm. Shander

S. F. Chapman

W. H. Woodbury
Appraisers.

Analysis of Title

Tract 121.

William Stiles - 62.83 Acres.

Tract 121 is covered entirely by Grant 587 to Love, Battle and Welch, now owned by the Champion Fibre Co. The title of most of this tract, however, is derived through a bond for title from W. H. Thomas to James Baird and we have not been able to find any connection whatever with grant 587 for this portion of the tract. Two small tracts adjoining the lands covered by the bond for title from W. H. Thomas to James Baird, however, were acquired from the Champion Fibre Company of the lands covered by grant 587. The title to these separate portions composing 121 will now be considered.

1. W. H. Thomas, executed a Bond for Title to James Baird dated March 10, 1874, covering a tract of 100 acres of land to include the improvements of said Baird, I. Hughes and William Shuler and to be an oblong square. The description in this Bond for Title is very vague and indefinite and not sufficient to cover any particular tract for 100 acres. It is recorded in Swain County. Page 659 of this Abstract.

2. James R. Thomas, Guardian of W. H. Thomas, by deed dated November 12, 1890, conveyed to James Baird a tract of 100 acres on the waters of Indian Creek covering most of tract 121 and all of tract 122. This deed recites the Bond for Title theretofore given by W. H. Thomas to James Baird and that all of the purchase money for said lands had been paid to William H. Thomas. The proceeding under which this deed was made authorizing the said James R. Thomas Guardian, to make said deed is not of record in Swain County but is recorded in Jackson County. This proceeding is set out in the title of tract _____ at page _____. It is not very material for the reason that it will be necessary to rely upon adverse possession for this tract, this deed constituting color of title upon which said possession is based. This deed is recorded in Swain County. Page 660 of Abstract.

3. James Baird and wife, E.J. Baird, then conveyed to V. B. Massey, by deed dated January 16, 1907, the 100 acre tract described in the last named deed. This deed is recorded in Swain County. Page 661 of this Abstract.

4. V. B. Massey and wife, Mattie Massey, then conveyed to W.W. Wheeler and G.F. Miller, by deed dated June 29, 1912, the 100 acre tract described in the last two named deeds. This deed is recorded in Swain County. Page 662 of Abstract.

5. G. F. Miller and wife, A.L. Miller, by deed dated December 3, 1912, conveyed to W. W. Wheeler, their one-half interest in the same tract of 100 acres. This deed is recorded in Swain Co. Page 663 of Abstract.

6. W. W. Wheeler and wife, Alma Wheeler, then conveyed to W. T. Stiles, by deed dated January 16, 1913, all of said tract of 100 acres, excepting therefrom the tract of 56 $\frac{1}{2}$ acres. The tract so excepted constitutes tract 122 which had been conveyed by W. W. Wheeler and wife to Baxter Laney. This deed is recorded in Swain County. Page 664 of this Abstract.

PORTION OF TRACT 122 CONVEYED BY CHAMPION FIBRE CO.

7. The title of the Champion Fibre Co. under grant 587 is identical with the title to tract 172, pages 46 to 134 inclusive and including deeds from George Spears Reynolds, Special Master to Harris Woodbury Lumber Company and deed from Whittier Lumber Company to Harris Woodbury Lumber Company. Reference for this title is made to Abstract 172 and will also be fully set out in the Abstract of title to Tract 1.

8. Harris Woodbury Lumber Company conveyed to Champion Fibre Company by deed dated ____ day ____ 18____, the lands covered by grant 587 and including that portion of tract 121, conveyed by the deeds hereinafter set out from the Champion Fibre Company to W. T. Stiles. This deed is recorded in Swain County. Page 665 of Abstract.

9. The Champion Fibre Company, by deed dated April 17, 1923, conveyed to W. T. Stiles and wife, Docia Stiles, two small tracts of land, one containing eight acres, and the other containing six acres, both of which adjoin the lands conveyed by the said Stiles to W. W. Wheeler and wife and being a part of tract 121. This deed reserves to the Champion Fibre Company, its heirs and assigns a right of way through and over said two pieces of land for the purpose of constructing, operating and maintaining a railroad, road and tram road for the purpose of getting out the timber, lumber, etc. from the lands of said Champion Fibre Company lying back of and around said two tracts of land. This deed is recorded in Swain County.

10. W. T. Stiles and wife, Docia Stiles, by deed dated May 5, 1923, conveyed to the Champion Fibre Company the right to construct and operate a railroad or tram road through and over the "tract of land on Indian Creek where the said W. T. Stiles now resides". This deed is recorded in Swain County. Page 667 of this Abstract.

11. While it has not been possible to connect the record title of that portion of tract 121 derived through the deed from W. W. Wheeler and wife, with the title to grant 587, we call attention to the affidavit of _____, showing that this tract has been in long continuous occupation by W. L. Stiles and those under whom he claims. This affidavit is set out on page ____ of this Abstract.

12. On the subject of possession we also call attention to the fact that this tract, while a portion of it is covered by grant 587, it is not now claimed by the Champion Fibre Company.

In the deed executed by this company to W. T. Stiles and wife hereinbefore referred to, reference is made in the description to the Baird tract and the tract upon which W. T. Stiles and his wife then resided, and apparently the Champion Fibre Company at that time recognized the title of said Stiles to that tract.

We also call attention to the fact that the Champion Fibre Company secured and excepted from W. T. Stiles and wife, a deed for a right of way over the Stiles home tract and referred to it as the tract upon which the said Stiles then resided.

NORTH CAROLINA PARK COMMISSION

ABSTRACT OF DEED OR GRANT

| In Preamble | As Signed | As Acknowledged |
|---------------|---------------|--|
| Wm. H. Thomas | Wm. H. Thomas | Proven by examination of Sub. witness |
| James Baird | | |

- | | |
|---|--|
| <p>1. Kind of Conveyance... Bond for title</p> <p>3. Is it properly executed.....</p> <p>5. Before what Officer acknowledged... C.S.C.</p> <p>7. If irregular, copy in full on back.....</p> <p>9. Date of acknowledgment... 6-2-1890</p> <p>11. Did officer affix Seal.....</p> <p>13. Does conveyance contain convenants—</p> <p> (a) of seizin No</p> <p> (b) power to convey..... No</p> <p> (c) against encumbrances..... No</p> <p> (d) against claims of all others..... No</p> <p>17. Habendum clause (Quote fully)..... None given</p> | <p>2. Date of Conveyance..... 3-10-1874</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..... No</p> <p>12. Was order of probate correct..... Yes</p> <p>14. Date of filing for record... 6-3-1890</p> <p>15. Book 12 Page..... 22</p> <p> for Swain County.</p> <p>16. Does deed contain any special limitations, provisions or restrictions</p> |
|---|--|

Exact Description of Property

The condition of the above obligation is such said
 Thomas has sold to the said Bird one hundred acres of
 land to include his own improvement, I. Hughes and
 William Shuler to be _____ an oblong square.

NORTH CAROLINA PARK COMMISSION

ABSTRACT OF DEED OR GRANT

Grantees

In Preamble

As Signed

As Acknowledged

James R. Thomas,
Guardian

James R. Thomas,
Guardian

James R. Thomas,
Guardian

James Baird

- | | |
|--|--|
| <p>1. Kind of Conveyance..... <u>Deed</u></p> <p>3. Is it properly executed.....</p> <p>5. Before what Officer acknowledged..... <u>C.S.C.</u></p> <p>7. If irregular, copy in full on back.....</p> <p>9. Date of acknowledgment..... <u>6-9-1891</u></p> <p>11. Did officer affix Seal.....</p> <p>13. Does conveyance contain covenants—</p> <p> (a) of seizin..... <u>No</u></p> <p> (b) power to convey..... <u>No</u></p> <p> (c) against encumbrances..... <u>No</u></p> <p> (d) against claims of all others..... <u>No</u></p> <p>17. Habendum clause (Quote fully)..... <u>To have and to hold to the only proper use and behoof of the said James Baird, his heirs and assigns in fee simple forever.</u></p> | <p>2. Date of Conveyance..... <u>11-12-1890</u></p> <p>4. Date of Entry and No.....</p> <p>6. Acknowledgments, regular..... <u>Yes</u></p> <p>8. Did all grantors acknowledge..... <u>Yes</u></p> <p>10. Was privy examination of wife taken..... <u>No</u></p> <p>12. Was order of probate correct..... <u>Yes</u></p> <p>14. Date of filing for record..... <u>6-9-1891</u></p> <p>15. Book..... <u>12</u>..... Page..... <u>534</u></p> <p>for..... <u>Swain</u>..... County.</p> <p>16. Does deed contain any special limitations, provisions or restrictions.....</p> |
|--|--|

Exact Description of Property

Know all men by these presents that whereas I, James R. Thomas, have been duly appointed Guardian of Wm. H. Thomas, a lunatic, and having also been authorized and appointed by the Superior Court of Jackson County, North Carolina to sell and convey the lands of the said Wm. H. Thomas and whereas the said Wm. H. Thomas, Sr., did on the 10th day of March 1874, execute a bond to James Baird for the hereinafter described tract of land and whereas the said James Baird has paid all of the purchase money for the said land to Wm. H. Thomas, Now, therefore, etc.

On the waters of Indian Creek.

BEGINNING on a spanish oak on a ridge near the northwest corner of James Baird's field and runs South 82 East 90 poles to a beech; thence North 41 East 180 poles to a dogwood, crossing the creek at 46 poles; thence North 82 West 90 poles to a chestnut, crossing the creek at 16 poles; thence South 41 West 180 poles to the BEGINNING

Containing one hundred acres more or less.

NORTH CAROLINA PARK COMMISSION

ABSTRACT OF DEED OR GRANT

| | In Preamble | As Signed | As Acknowledged |
|----------|-------------------------------------|------------------------------------|------------------------------------|
| Grantees | James Beard and wife E. J. Beard | James Beard and wife E.J. Beard | James Beard and wife E.J. Beard |
| | V. B. Massey | | |

| | |
|--|--|
| <p style="text-align: center;">Deed</p> <p>1. Kind of Conveyance.....</p> <p>3. Is it properly executed.....</p> <p>5. Before what Officer acknowledged.....</p> <p>7. If irregular, copy in full on back.....</p> <p>9. Date of acknowledgment.....</p> <p>11. Did officer affix Seal.....</p> <p>13. Does conveyance contain covenants.....</p> <p style="padding-left: 20px;">(a) of seizin.....</p> <p style="padding-left: 20px;">(b) power to convey.....</p> <p style="padding-left: 20px;">(c) against encumbrances.....</p> <p style="padding-left: 20px;">(d) against claims of all others.....</p> <p>17. Habendum clause (Quote fully).....</p> | <p style="text-align: right;">1-16-1907</p> <p>2. Date of Conveyance.....</p> <p>4. Date of Entry and No.</p> <p>6. Acknowledgments, regular.....</p> <p>8. Did all grantors acknowledge.....</p> <p>10. Was privity examination of wife taken.....</p> <p>12. Was order of probate correct.....</p> <p>14. Date of filing for record.....</p> <p>15. Book..... Page.....</p> <p style="padding-left: 20px;">for..... County.</p> <p>16. Does deed contain any special limitations, provisions or restrictions.....</p> |
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To have and to hold the aforesaid tract or parcel of land and all privileges and appurtenances thereto belonging to the said V. B. Massey and his heirs and assigns to their only use and behoof forever.

Exact Description of Property

On the waters of Indian Creek,

BEGINNING on a S.C. on a ridge near the northwest corner of James Beard's field running south 82 East 90 poles to a beech; thence North 41 East 180 poles to a dogwood, crossing the creek at 46 poles; thence north 82 West 90 poles to a chestnut crossing the creek at 16 poles; thence south 41 West 180 poles to the beginning;

Containing one hundred acres more or less.

NORTH CAROLINA PARK COMMISSION

ABSTRACT OF DEED OR GRANT

| | In Preamble | As Signed | As Acknowledged |
|----------|-------------------------------|-------------------------------|-------------------------------|
| Grantors | V. B. Massey Hattie Massey | V. B. Massey Hattie Massey | V. B. Massey Hattie Massey |
| Grantees | W. W. Wheeler G. F. Miller | | |

1. Kind of Conveyance..... Deed
3. Is it properly executed.....
5. Before what Officer acknowledged..... C.S.C.
7. If irregular, copy in full on back.....
9. Date of acknowledgment..... 5-29-12
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..... 6-29-1912
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.....
14. Date of filing for record..... 7-2-12
15. Book..... 35 Page..... 568
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 and all privileges and appurtenances thereto belonging to the said W.W.Wheeler and G. F. Miller, their heirs and assigns to their only use and behoof forever.

Exact Description of Property

BEGINNING on a S.O. on a ridge and near the northwest corner of James Beard's field and runs South 82 East 90 poles to a beech; thence North 41 East 180 poles to a dogwood, crossing the creek at 46 poles; thence North 82 West 90 poles to a chestnut, crossing the creek at 16 poles; thence South 41 West 180 poles to the BEGINNING;

Containing 100 acres more or less.

NORTH CAROLINA PARK COMMISSION

ABSTRACT OF DEED OR GRANT

| | In Preamble | As Signed | As Acknowledged |
|----------|----------------------|-------------|-----------------|
| Grantees | G.F. Miller and wife | G.F. Miller | G. F. Miller |
| | | A.L. Miller | A. L. Miller |
| | W. W. Wheeler | | |

- | | |
|---|---|
| <p>1. Kind of Conveyance..... <u>Deed</u></p> <p>3. Is it properly executed.....</p> <p>5. Before what Officer acknowledged..... <u>G.S.C.</u></p> <p>7. If irregular, copy in full on back.....</p> <p>9. Date of acknowledgment..... <u>12-3-12</u></p> <p>11. Did officer affix Seal.....</p> <p>13. Does conveyance contain covenants—</p> <p> (a) of seizin..... <u>Yes</u></p> <p> (b) power to convey..... <u>Yes</u></p> <p> (c) against encumbrances..... <u>Yes</u></p> <p> (d) against claims of all others..... <u>Yes</u></p> <p>17. Habendum clause (Quote fully)..... <u>To have and to hold the aforesaid tract or parcel of land and all privileges and appurtenances thereto belonging to the said W.W.Wheeler, his heirs and assigns to their only use and behoor forever.</u></p> | <p>2. Date of Conveyance..... <u>12-3-12</u></p> <p>4. Date of Entry and No.....</p> <p>6. Acknowledgments, regular..... <u>Yes</u></p> <p>8. Did all grantors acknowledge..... <u>Yes</u></p> <p>10. Was privy examination of wife taken..... <u>Yes</u></p> <p>12. Was order of probate correct..... <u>Yes</u></p> <p>14. Date of filing for record..... <u>12-3-1912</u></p> <p>15. Book..... <u>39</u>..... Page..... <u>122</u></p> <p> for..... <u>Swain</u>..... County.</p> <p>16. Does deed contain any special limitations, provisions or restrictions.....</p> |
|---|---|

Exact Description of Property

BEGINNING on a S.O. on a ridge near the northwest corner of James Beard's field and runs South 82 East 90 poles to a beech; thence North 41 East 180 poles to a dogwood, crossing the creek at 40 poles; North 82 West 90 poles to a chestnut, crossing the creek at 16 poles; South 41 West 180 poles to the BEGINNING;

Containing 100 acres more or less.

This deed conveying all the right and interest of the said parties of the first part in said lands, the same being a one-half interest.

NORTH CAROLINA PARK COMMISSION

ABSTRACT OF DEED OR GRANT

| | In Preamble | As Signed | As Acknowledged |
|----------|--|-------------------------------|-------------------------------|
| GRANTORS | W. W. Wheeler and wife Alma Wheeler | W. W. Wheeler Alma Wheeler | W. W. Wheeler Alma Wheeler |
| GRANTEES | W. T. Stiles | | |

1. Kind of Conveyance..... Warranty Deed.....
2. Date of Conveyance..... 1-16-13.....
3. Is it properly executed.....
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..... 1-16-13.....
10. Was privy examination of wife taken..... yes.....
11. Did officer affix Seal.....
12. Was order of probate correct..... yes.....
13. Does conveyance contain convenants—
14. Date of filing for record..... 1.16.13.....
- (a) of seizin..... yes.....
15. Book..... 39..... Page..... 157.....
- (b) power to convey..... yes.....
- for..... Swain..... County.....
- (c) against encumbrances..... yes.....
16. Does deed contain any special limitations, provisions
- (d) against claims of all others..... yes.....
- or restrictions.....
17. Habendum clause (Quote fully)..... To have and to hold the aforesaid tract or
- parcel of land with the above exception and all privileges and
- appurtenances thereto belonging to the said W. T. Stiles his
- heirs and assigns to their only use and behoof forever.

Exact Description of Property

On the Waters of Indian Creek.

BEGINNING on a spanish oak on a ridge near the Northwest corner of James Beard's field and runs South 82° East 90 poles to a beech; thence North 41° East 180 poles to a dogwood crossing the creek at 46 poles; thence North 82 West 90 poles to a shee-nut crossing the creek at 16 poles; thence South 41 West 180 poles to the BEGINNING, containing 100 acres more or less.

There is excepted however from this conveyance the following portion of the above tract.

BEGINNING at a beech corner to James Beard's old survey and runs North 41° East 85 poles and 15 links to a dogwood crossing the creek at 46 poles; thence North 58 West 83 poles to a stake crossing the creek at 8 poles; then South 41° West 120 poles to a spanish oak the BEGINNING, corner of James Beard's survey; then South 82 East 90 poles to the BEGINNING, containing 56½ acres.

NORTH CAROLINA PARK COMMISSION

ABSTRACT OF DEED OR GRANT

| | In Preamble | As Signed | As Acknowledged |
|----------|---------------------------------------|---|-----------------|
| Grantees | The Champion Fibre Company | Champion Fibre Co. By Ruben B. Robertson Vice. President and General Manager | (same) |
| | W. T. Stiles and wife Docia Stiles | | |

- | | |
|--|---|
| <p>1. Kind of Conveyance <u>Warranty Deed</u></p> <p>2. Is it properly executed.....</p> <p>3. Before what Officer acknowledged <u>H. P.</u></p> <p>4. If irregular, copy in full on back.....</p> <p>5. Date of acknowledgment <u>4-21-23</u></p> <p>6. Did officer affix Seal <u>yes</u></p> <p>7. Does conveyance contain covenants—</p> <p>(a) of seizin <u>yes</u></p> <p>(b) power to convey <u>yes</u></p> <p>(c) against encumbrances <u>yes</u></p> <p>(d) against claims of all others <u>yes</u></p> <p>17. Habendum clause (Quote fully) <u>To have and to hold said two pieces, parcels or tracts of land subject to the reservations of aforesaid together with all privileges and appurtenances thereunto belonging unto the W. T. Stiles and wife Docia Stiles parties of the second part their heirs and assigns forever.</u></p> | <p>2. Date of Conveyance <u>4-17-23</u></p> <p>4. Date of Entry and No.....</p> <p>6. Acknowledgments, regular <u>yes</u></p> <p>8. Did all grantors acknowledge <u>yes</u></p> <p>10. Was privy examination of wife taken <u>no</u></p> <p>12. Was order of probate correct <u>yes</u></p> <p>14. Date of filing for record <u>5-5-23</u></p> <p>15. Book <u>43</u> Page <u>190</u></p> <p>for <u>Swain</u> County.</p> <p>16. Does deed contain any special limitations, provisions or restrictions</p> |
|--|---|
- Exact Description of Property

"BEGINNING at an iron pest on a rock pile or the West bank of Indian Creek in the North line of W. T. Stiles home tract, 4.35 chains from the Northeast corner of said tract; runs thence 28 $\frac{1}{2}$ ° West 2.15 chains to a rock on the West side of Indian Creek (witnessed by a 24" hemlock); thence North 15° West 2.48 chains to a rock (witnessed by 6" black gum); thence North 61 $\frac{1}{2}$ ° West 4.67 chains to a 4" white oak on the top of a small ridge; (witnessed by three dogwoods and a black oak); thence along the top of said small ridge North 26° West 1.86 chains to a stake on top of said ridge (witnessed by a 22" oak and a dogwood); thence South 65 $\frac{1}{2}$ ° West 11.42 chains to a stake (witnessed by two 6" chestnuts and a 6" black oak); thence South 79° West 1.82 chains to a chestnut the Northwest corner of W. T. Stiles home tract; thence with the North line of said

tract South 82 East 18.15 chains to the BEGINNING, containing eight acres more or less.

SECOND TRACT

Adjoining the tract where upon the said W. T. Stiles and wife Docia Stiles now reside. BEGINNING upon a chestnut corner of the Baird tract and runs North 31° West 19.4 poles to a chestnut; thence South 64° West 14.8 poles to a chestnut; thence South 41°-45' West 22.6 poles to a black oak; thence South 57°-30' West 10.7 poles to a locust; thence South 45° West 16.4 poles to a poplar; thence South 13°-15' West 14 poles to a chestnut; thence South 66°-30' East 20.8 poles to a stake in the line of the Baird tract; thence with the line of the Baird tract North 42°-11' East 64.6 poles to the BEGINNING, containing 6 acres more or less, as per survey of S. M. Parker surveyor, made during the month of Dec. 1919.

Reserving however to the Champion Fibre Co. party of the first part, its successors and assigns a right of way through and over said two pieces, parcels or tracts of land for the purpose of constructing maintaining and operating a rail road, road or tram road for the purpose of getting out the timber, lumber, pulp and acid woods, tan-bark, timber and other products from its lands lying back of and around said two tracts of land, and such timber, lumber, pulp and acid wood, tan-bark timber and other products as it may purchase from other parties lying back and around said two tracts of land.

But it is expressly understood between the parties hereto that in case of damage done to growing crops, fences or houses on said premises the Champion Fibre Co. its successors and assigns shall pay to the said W. T. Stiles and wife Docia their heirs and assigns such damages as they may sustain to said growing crops, fences and houses.

NORTH CAROLINA PARK COMMISSION

ABSTRACT OF DEED OR GRANT

| | In Preamble | As Signed | As Acknowledged |
|----------|---------------------------------------|------------------------------|------------------------------|
| Grantors | W. T. Stiles and wife Docia Stiles | W. T. Stiles Docia Stiles | W. T. Stiles Docia Stiles |
| Grantees | Champion Fibre Co. | | |

1. Kind of Conveyance... Right of Way.
3. Is it properly executed.....
5. Before what Officer acknowledged... N. P.
7. If irregular, copy in full on back.....
9. Date of acknowledgment... 5-5-23
11. Did officer affix Seal... no
13. Does conveyance contain convenants—
 - (a) of seizin... yes
 - (b) power to convey... yes
 - (c) against encumbrances... yes
 - (d) against claims of all others... yes
2. Date of Conveyance... 5-5-23
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.....
14. Date of filing for record... 5-5-23
15. Book... 43 Page...
for... Swain
16. Does deed contain any special limitations
or restrictions.....
17. Habendum clause (Quote fully).....

Exact Description of Property

The right to construct and operate a railroad or
tramroad through and over the tract of land on Indian
Creek where the said W. T. Stiles now resides.

NORTH CAROLINA PARK COMMISSION

ABSTRACT OF MORTGAGE

(NORTH CAROLINA)

W. T. Stiles and wife

Mortgagor

to

Geo. H. Smathers

Mortgagee

Champion Fibre Company

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

1. Kind of instrument..... **Deed of Trust**
2. Date of instrument..... **4-17-23**
3. Consideration \$..... **50.00**
4. Maturity date..... **12 months after date.**
5. Is it properly executed?..... **yes**
6. Date acknowledged..... **5-5-23**
7. Before what officer acknowledged?..... **N. P.**
8. Was privy examination of wife held?..... **yes**
9. Date of filing for record..... **5-5-23**
10. Recorded in Book..... **12** Page..... **486**
for..... **Swain**..... County.
11. Does this instrument form a link in the chain of title.....

DESCRIPTION OF PROPERTY

Being the same two tracts of land described in a

Deed from Champion Fibre Company to W. T. Stiles and wife
made on 5th day of May 1923.

Page.....

NORTH CAROLINA PARK COMMISSION

ATTORNEY'S CERTIFICATE AND OPINION

Tract No. 121.

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.....:

William Stiles

..... 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. Subject to a right of way in the Champion Fibre Company conveyed by W. T. Stiles and wife, Docia Stiles, by deed dated May 5, 1923, and also the right of way reserved by the Champion Fibre Company for a portion of tract 121 in deed to W.T. Stiles and wife, Docia Stiles, dated April 17, 1923.

3. As to the portion of this tract not covered by the deed from the Champion Fibre Company to W. T. Stiles and wife, it is necessary to rely absolutely upon adverse possession. From the affidavits submitted and from information obtained, we are of the opinion that there has been such long continuous, adverse possession in W. T. Stiles and those under whom he claims to mature a good and indefeasible title in him.

IN RE: TRACT NO. 121.

W. T. Stiles died January 8, 1928, leaving surviving him as his heirs at law the following named persons:

| | |
|---------------------------------|------------------|
| Docia Stiles, widow | Swain County |
| Ed Stiles (wife Ruth) | Haywood County |
| Beckie Wiggins (husband Robt) | Swain County |
| Bessie Wiggins (husband Bowman) | Crammerton, N.C. |
| Frank Stiles, single | Swain County |
| Lucy Gourley (husband Ed) | Swain County |
| Arizona Stiles (husband Harley) | Swain County |
| Sarah Stiles, 18 years | Swain County |

NOTE: Lucy Gourley and Ed Gourley are separated, Lucy living with her mother on Indian Creek and Ed living at Proctor, N.C.