

DESCRIPTION OF THE BOUNDARY
OF THE
COLUMBUS KITCHEN TRACT
(123).

Lying on the West bank of Indian Creek, about three fourths of a mile from its mouth.

Beginning at Corner 1, a 38# chestnut scribed C.K. Cor. 1, on West bank of creek.

Thence, N. 74-57 W.

28.85 Corner 2, an 18" white oak with witnesses, scribed C.K. Cor. 2.

Thence, S. 7-09 W.

27.33 Corner 3, a 10" sourwood with old markings and witnesses, on top of a ridge, Corner 3 of the Blanton Tract (124).

Thence, with the Blanton Tract (124), and the meanders of the ridge.

S. 2-24 E.

2.68 A Point.

S. 32-24 W.

1.95 A Point.

S. 7-16 W.

1.90 A Point.

S. 15-05 E.

2.42 A Point.

S. 34-10 E.

2.14 A Point.

S. 17-58 E.

2.17 A Point.

S. 4-47 E.

3.50 Corner 4, a point on a ridge.

Set a post scribed B-Chestnut witnesses.

Corner 2 of the A.T. Blanton Tract
(124).

Thence, N. 60-52 E.

5.84 Corner 5, a 10" chestnut stump on North bank of Indian Creek.

Set a post scribed C. K. Cor. 4.

Thence, up Indian Creek with its meanders.

N. 41-00 E.

10.23 A Point.

N. 14-00 E.

1.86 A Point.

N. 51-00 E.

3.22 A Point.

N. 27-00 E.

3.09 A Point.

N. 0-17 E.

1.51 A Point.

N. 24-30 E.

5.05 A Point.

N. 75-57 E.

4.05 A Point.

N. 44-14 E.

2.98 A Point.

N. 85-29 E.

1.08 A Point.

N. 23-12 E.

1.81 A Point.

N. 69-23 E.

3.23 A Point.

N. 15-47 E.

6.55 The place of beginning, containing 71.57 acres.

DESCRIPTION OF THE BOUNDARY

OF THE

COLUMBUS KITCHEN TRACT (125)

EXCEPTION NO. I

Being the Indian Creek School Tract.

Beginning at a point in the center line of Indian Creek, S.15-47 W. 3.00 chains from Corner 1 of the Columbus Kitchen Tract.

Thence, N. 71-05 W.

1.93 A chestnut 10 feet north of a spring.

Thence, S. 42-13 W.

4.04 A stake.

Thence, S. 58-00 W.

5.95 A poplar with corner marks.

Thence, S. 8-43 E.

3.30 A Point in the center line of Indian Creek.

Thence, up Indian Creek with its meanders.

N. 75-57 E.

1.09 A Point.

N. 44-14 E.

2.98 A Point.

N. 85-29 E.

1.08 A Point.

N. 23-12 E.

1.81 A Point.

N. 69-23 E.

3.23 A Point.

N. 15-47 E.

3.55 The place of beginning, containing 3.20 acres.

DESCRIPTION OF THE BOUNDARY

OF THE

COLUMBUS KITCHEN TRACT (123)

EXCEPTION NO. 2.

Being the Indian Creek Cemetery.

Beginning at a stake, which lies N. 35-18 W. .39 chain
from the third corner of Exception No. 1.

Thence, N. 86-42 W.

.99 A stake.

Thence, N. 9-59 W.

1.52 A stake.

Thence, N. 68-02 E.

1.20 A stake.

Thence, S. 4-44 E.

2.02 The place of beginning, containing .19 acre.

DESCRIPTION OF THE BOUNDARY

OF THE

COLUMBUS KITCHEN TRACT (123)

EXCEPTION NO. 3.

Being the Indian Creek Church Tract.

Beginning at Corner 1 of the Columbus Kitchen Tract, a 38" chestnut scribed C.K. Cor. 1, on west bank of Indian Creek.

Thence, N. 74-57 W.

2.72 A chestnut stake scribed C-Cor. 2.

Thence, S. 50-36 W.

3.27 An oak stake scribed C. Cor. 3.

Thence, S. 71-05 E.

2.61 A chestnut, the second corner of Exception No. 1.

4.54 A Point in the center of Indian Creek, the beginning corner of Exception No. 1.

Thence, N. 15-47 E.

3.00 The place of beginning, containing 1.08 acres.

NORTH CAROLINA PARK COMMISSION

ASHEVILLE, N. C.

REPORT ON THE COLUMBUS KITCHEN TRACT NO. 123---71.57 ACRES .

Location: This tract is located on Indian Creek a tributary of Deep Creek about $4\frac{1}{2}$ miles from Bryson City and adjoins the lands of the Champion Fibre Co. as well as other small property owners.

Description: A mountain farm with four acres of creek bottom, nine acres of upper fields, thirty acres of abandoned fields and twenty-eight acres of cut over woodland.

Improvements: A old four room log house and two stall barn in rather poor repair. The creek bottom and the upper fields is in cultivation and productive.

Valuation:	House and barn	\$250.00
	Four acres creek bottom	200.00
	Nine acres of upper fields	180.00
	Thirty acres abandoned fields	300.00
	Twenty-eight acres woodland	470.00
		<u>\$1400.00</u>

Option has been taken at this price.

Analysis of Title

Tract 123.

Columbus Kitchen - 71.57 Acres.

1. This tract is covered entirely by grant 587 which was issued to Love, Battle and Welch on December 8, 1859. The title to tract 123 is identical with the title to tract 172 down to and including two deeds from W. L. Hilliard and others to Clarke Whittier. For this title see abstract of 172, pages 46 to 86 inclusive.

2. It will be observed from this abstract that in the deed from W. L. Hilliard and others to Clarke Whittier which was dated December 20, 1885 and is set out beginning on page 57 of the abstract of tract 172, there is an exception to Alfred W. Parris for a tract of fifty acres on Indian Creek, referred to as exception No. 17. This exception appears on page 80 of the abstract of tract 172 and covers all of tract 123, except a small area at the extreme southwestern end and lying south and west of a line running from corner 3 as shown on the plat, to corner 5. This tract is stated to have been excepted because of the fact that Hilliard and others had given bonds for title to certain deeds prior to the deed to Clarke Whittier including this fifty acre tract of Alfred W. Parris on Indian Creek. In the second deed from W. L. Hilliard and others to Clarke Whittier page 84 of the abstract of tract 172, the title to these lands so excepted is conveyed to said Clarke Whittier for the purpose of executing deeds to the persons holding bonds for titles therefore.

3. Clarke Whittier by deed dated March 4, 1887, then conveyed to Alfred W. Parris, the lands included in said exception and covering the fifty acre tract composing most of tract 123. This deed is recorded in Swain County. Page 686 of this Abstract.

4. On April 27, 1895, A. W. Parris and wife, Louisa, conveyed to A. W. Parris, Sherrill Wiggins, J. Henry Queen, constituting the public school committee, a tract of one acre, being a part of the fifty acre tract above mentioned. This deed is recorded in Swain County. Page 686 of Abstract.

5. By a further deed dated May 14, 1908, A. W. Parris and wife, Louisa, conveyed to the Indian Creek Baptist Church another tract of one acre, also being a part of the fifty acre tract conveyed to Parris by Clarke Whittier. This deed is recorded in Swain County. Page 688 of this Abstract.

6. Alfred W. Parris, by deed dated November 12, 1918, then conveyed to J. C. Kitchen a tract of fifty acres, the description covering the original fifty acre tract conveyed to said Parris by Clarke Whittier. As this deed, however, was subsequent to the last two mentioned deeds, the title to the two one acre tracts, one to the school committee and one to the Indian Creek Baptist Church, would be outstanding. This deed is recorded in Swain County. Page 689 of this Abstract.

7. On October 30, 1888, A. W. Parris and wife, executed a mortgage to William Estes in lieu of a bond for costs in a civil action. This deed in trust is uncancelled of record but the matter involved was no doubt settled years ago and due to the lapse of time the power of sale therein is barred under the statute. This deed in trust is recorded in Swain County. Page 690 of Abstract.

BLANTON PORTION

8. A small portion of tract 123 containing five acres is covered by a tract formerly belonging to A. T. Blanton. The title to this portion of 123 is identical with the title to A. T. Blanton tract 124 down to and including a conveyance to said Blanton. See pages 822 to 824 of the Abstract of tract 124.

9. A. T. Blanton and wife, Sallie Blanton, by deed dated April 1, 1908 conveyed to A. W. Parris a tract of five acres adjoining the fifty acre tract conveyed to said Parris by Clarke Whittier. This five acre tract comprises the extreme south west end of tract 123, lying south west of a line drawn from corner No. 3 to corner No. 5 on the plat of that tract. This deed is recorded in Swain County. Page 691 of Abstract.

10. A. W. Parris and wife by deed dated December 19, 1916 apparently conveyed this tract of five acres to Dillard Wines and wife. This deed, however, is not recorded in Swain County but is referred to in the following deed.

11. Dillard Wines and wife, Laura, conveyed to J. C. Kitchen by deed dated January 20, 1919, this tract of five acres. In this deed and as a part of the description, the land is stated to be the same land contained in a deed from A. W. Parris and wife to Dillard Wines and wife, dated December 16, 1916. This deed from Dillard Wines and wife to J. C. Kitchen is recorded in Swain County. Page 692 of Abstract.

12. J. C. Kitchen and wife, S. J. Kitchen, conveyed to Lee Kitchen and wife, Callie, by deed dated November 13, 1924, a tract containing four acres lying on the southern end of tract 123 as shown on the map. The title to this four acre tract is now outstanding in the grantees in the above deed.

13. The Champion Fibre Company brought an action against J. C. Kitchen at the July Term 1921 of the Superior Court of Swain County. In this action the plaintiff alleges that the defendant

was trespassing upon the lands of the plaintiff and sets out a description of the lands in the complaint covering apparently the lands owned by the Champion Fibre Company covered by grant 587. The description is by metes and bounds and without any exception given. It is further alleged in the complaint that the defendant had trespassed upon these lands by cutting and taking timber to the value of \$150.00 and was continually trespassing upon the lands described in the complaint. An injunction was asked for against further trespass and damages. The summons in the case was returnable in July 1921 and no answer was filed by the defendant and at that term a judgment was entered reciting that the summons had been issued and had been served in person upon the defendant; that a restraining order had been issued and enjoining defendant from cutting and removing timber from the lands described in the complaint and further that the defendant had failed to file an answer and that the time for filing answer had expired. It was then adjudged that the plaintiff, Champion Fibre Company was the owner of all of that tract or parcel of land described and set out in its complaint, the same being a part of the lands covered by State Grant No. 587 issued to R. V. Welch, W. W. Battle and J. R. Love; and that the defendant, J. C. Kitchen had no right title or interest therein and that he be perpetually restrained of enjoined from trespassing upon said land and it was further adjudged the plaintiff recover \$150.00 damages for timber cut and removed. This judgment is recorded in Judgment Docket Book 9, page 588, in the Office of the Clerk of the Superior Court of Swain Co. and is fully set out in this Abstract, page 695.

NORTH CAROLINA PARK COMMISSION

ABSTRACT OF DEED OR GRANT

In Preamble	As Signed	As Acknowledged
Grantors CLARKE WHITTIER, ACT. LOVE HEIRS	CLARKE WHITTIER	PROVEN
Grantees ALFRED W. PARRIS		

1. Kind of Conveyance..... War. Deed 2. Date of Conveyance..... 3-4-87
 3. Is it properly executed..... yes 4. Date of Entry and No.
 5. Before what Officer acknowledged C.S.C. proven 6. Acknowledgments, regular..... yes
 7. If irregular, copy in full on back. 8. Did all grantors acknowledge..... yes, proven
 9. Date of acknowledgment 3-7-87 10. Was privy examination of wife taken..... no
 11. Did officer affix Seal..... no 12. Was order of probate correct..... yes
 13. Does conveyance contain covenants..... 1-22-90
 (a) of seizin..... yes 14. Date of filing for record..... 1-22-90
 (b) power to convey..... yes 15. Book 11 Page 428
 (c) against encumbrances..... yes for Swain County.
 (d) against claims of all others..... yes
 16. Does deed contain any special limitations, provisions
 or restrictions..... No spirituous or malt
 liquor to be made, bought, sold or
 given away.

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 Alfred W. Paris, his heirs and assigns to their only use and behoof forever.

Exact Description of Property

beginning on a chestnut in the Love line near the bank of Indian Creek, thence N. 25 W. 52 poles to a sourwood; thence N. 112 poles to a white oak; then S. 80 E. 122 poles to a chestnut, on the bank of Indian Creek; then S. 40 W. with the meanders of said creek 160 poles to the beginning. Containing 50 acres.

NORTH CAROLINA PARK COMMISSION

ABSTRACT OF DEED OR GRANT

Grantors

Grantees

In Preamble

As Signed

As Acknowledged

A. W. Parris and wife Louisa Parris	A. W. Parris Louisa Parris	A. W. Parris Louisa Parris
A. W. Parris, Sherrill Wiggins, J. Henry Queen, Public School Committe		

- Kind of Conveyance **Warranty Deed**
- Is it properly executed **yes**
- Before what Officer acknowledged **J. P.**
- If irregular, copy in full on back.
- Date of acknowledgment **Aug. 6, 1985**
- Did officer affix Seal **yes**
- Does conveyance contain covenants—
 - of seizin **yes**
 - power to convey **yes**
 - against encumbrances **yes**
 - against claims of all others **yes**
- Habendum clause (Quote fully) **To have and to hold the aforesaid tract of or parcel of land and all privileges and appurtenances thereto belonging to the said Public School Committe and their successors in office to their only use and behoof.**

Exact Description of Property

"BEGINNING on the West bank of Indian Creek at a chestnut the beginning corner of W. W. Parris tract and runs with his line North 75° West 12 poles to a dogwood; then South 49° West 13 poles to a hickory; then South 64° East 16 poles to the creek; then up the creek as it meanders to the BEGINNING, containing One Acre more or less."

NORTH CAROLINA PARK COMMISSION

ABSTRACT OF DEED OR GRANT

In Preamble	As Signed	As Acknowledged
County Board of Education	County Board of Education, by S. W. Black Chairman	County Board of Education, by S. W. Black, Chairman
A. W. Parris and W. M. Laney, Trustees Indian Creek Baptist Church		

1. Kind of Conveyance Deed 2. Date of Conveyance 3-28-16
 3. Is it properly executed. C.S.C. 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 3-20-16 8. Did all grantors acknowledge Yes
 9. Date of acknowledgment 3-20-16 10. Was privy examination of wife taken No
 11. Did officer affix Seal Swain 12. Was order or probate correct Yes
 13. Does conveyance contain covenants— 14. Date of filing for record 3-28-16
 (a) of seizin No 15. Book 41 Page 497
 (b) power to convey No for Swain County.
 (c) against encumbrances No
 (d) against claims of all others No
 16. Does deed contain any special limitations, provisions or restrictions

17. Habendum clause (Quote fully) To have and to hold above described tract or parcel of land together with all the privileges and apertures and thereunto belonging unto the said parties of the second part their successors and assigns forever.

Exact Description of Property

BEGINNING on the west bank of Indian Creek at a large chestnut and runs North 75 West 6 poles to a stake; then a S. W. direction 13 poles to a chestnut at a spring; then South 64 East to the creek; then up the creek to the BEGINNING, containing one half acre.

ABSTRACT OF DEED OR GRANT

Grantors

In Preamble

As Signed

As Acknowledged

A. W. Parris and wife Louisa Parris	A. W. Parris Louisa Parris	A. W. Parris Louisa Parris
The Indian Creek Baptist Church.		

1. Kind of Conveyance **Warranty 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 **July 7, 1908**
 11. Did officer affix Seal
 13. Does conveyance contain covenants—
 (a) of seizin **yes**
 (b) power to convey **yes**
 (c) against encumbrances **yes**
 (d) against claims of all others **yes**
 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 Indian Creek Baptist Church to its only use and
behalf forever.**

Exact Description of Property

"BEGINNING on a spotted oak runs Westward 4 rods to a stake; thence North 8 rod to a hickory; thence East 5 rod to a pine; thence 8 rod to the BEGINNING, containing about One Acre.

It is understood and madethe consideration of this deed that this tract of land is to be used for a cemetery.

NORTH CAROLINA PARK COMMISSION

ABSTRACT OF DEED OR GRANT

Grantors
Grantees

In Preamble

As Signed

As Acknowledged

Alfred W. Parris	his Alfred W. X Parris mark	Alfred W. Parris
J. C. Kitchen		

- Kind of Conveyance Warranty Deed
- Date of Conveyance 11-12-1918
- Is it properly executed Yes
- Date of acknowledgment C. S. C.
- Before what Officer acknowledged
- If irregular, copy in full on back
- Date of acknowledgment 11-12-1918
- Did officer affix Seal
- Does conveyance contain covenants—
 - (a) of seizin yes
 - (b) power to convey yes
 - (c) against encumbrances yes
 - (d) against claims of all others yes
- 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 J. C. Kitchen and his heirs and assigns to their only use and behoof forever.

Exact Description of Property

"BEGINNING on a chestnut in the Love line near the bank of Indian Creek; then North 25 West 52 poles to a Sourwood; then North 112 poles to a white oak; then South 80° East 122 poles to a chestnut on the bank of Indian Creek; then South 40° with the meanders of said creek 160 poles to the BEGINNING, containing 50 acres more or less.

NORTH CAROLINA PARK COMMISSION

ABSTRACT OF MORTGAGE

(NORTH CAROLINA)

A. W. Parris and wife
Louisa Parris

Mortgagor

to

William Estes

Mortgagee

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

- Kind of instrument..... **Mortgage Deed**
- Date of instrument..... **18-30-88**
- Consideration \$ **Bond for cost of suit.**
- Maturity date
- Is it properly executed?..... **yes**
- Date acknowledged **10-30-88**
- Before what officer acknowledged?..... **C. S. C.**
- Was privy examination of wife held?..... **yes**
- Date of filing for record..... **4-3-89**
- Recorded in Book..... **I**..... Page..... **327**
- for..... **Swain**..... County.....
- Does this instrument form a link in the chain of title?.....

DESCRIPTION OF PROPERTY

BEGINNING on a chestnut in the Love line on the bank of Indian Creek; then North 25° West 52 poles to a sourwood; then North 112 poles to a white oak; then South 80° East 122 poles to a chestnut, on the bank of Indian Creek; then South 40° _____ with the meanders of the creek 160 poles to the BEGINNING, containing 50 acres.

NORTH CAROLINA PARK COMMISSION

ABSTRACT OF DEED OR GRANT

Grantors	In Preamble	As Signed	As Acknowledged
	A. T. Blanton and wife Sallie Blanton	A. T. Blanton Sallie Blanton	A. T. Blanton Sallie Blanton
	A. W. Parris		

1. Kind of Conveyance **Warranty Deed**
 2. Date of Conveyance **4.1.08**
 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 **5.14.08**
 10. Was privy examination of wife taken **yes**
 11. Did officer affix Seal **no**
 12. Was order of probate correct **yes**
 13. Date of filing for record **5.14.08**
 14. Book **31** Page **260**
 15. 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 be-
 longing to the said A. W. Parris and his heirs and assigns to
 their only use and behoof forever.**

Exact Description of Property

"BEGINNING at a stone and sourwood sprouts on top
 of the ridge between A. T. Blanton and A. W. Parris
 South 76° East 6 poles from Parris sourwood corner;
 thence in a southerly direction down the ridge along
 its top as it meanders 60 poles more or less to the
 Whittier line; then North 65° West along the Whittier
 line 24 poles to Parris line; then with the said
 parris line North 25 West 42 poles to the BEGINNING,
 containing five acres."

NORTH CAROLINA PARK COMMISSION

ABSTRACT OF DEED OR GRANT

Grantors	In Preamble	As Signed	As Acknowledged
	Dillard Wines and wife Laura Wines	D. L. Wines Laura Wines	D. L. Wines Laura Wines
	J. C. Kithchens		

1. Kind of Conveyance **Warranty Deed**
 2. Date of Conveyance **1-20-19**
 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 **1-20-19**
 10. Was privy examination of wife taken **yes**
 11. Did officer affix Seal
 12. Was order of probate correct **yes**
 13. Date of filing for record **8-23-19**
 14. Book **47** Page **137**
 15. for **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 be-
 longing to the said J. C. Kitchen his heirs and assigns to their
 only use and behoof forever.**

Exact Description of Property

BEGINNING at a stone and sourwood sprouts on top of the ridge between A. T. Blanton and A. W. Parris South 76° East 6 poles from Parris sourwood corner; thence in a southwesterly direction down the ridge along its top as it meanders 60 poles more or less to the Whittier line; then North 65° West along the Whittier line 24 poles to Parris line; then with the said Parris line North 25° West 42 poles to the BEGINNING, containing 5 acres

"This being the same land contained in a deed from A. W. Parris and wife to Dillard Wines and wife, dated the 19th day of Dec. 1916."

NORTH CAROLINA PARK COMMISSION

ABSTRACT OF DEED OR GRANT

	In Preamble	As Signed	As Acknowledged
Grantors	J. C. Kitchen and wife S.J. Kitchen	J. C. Kitchen S. J. Kitchen	J. C. Kitchen S. J. Kitchen
Grantees	Lee Kitchen and wife Callie Kitchen		

1. Kind of Conveyance Deed
 3. Is it properly executed
 5. Before what Officer acknowledged J. P.
 7. If irregular, copy in full on back.
 9. Date of acknowledgment 11-14-24
 11. Did officer affix Seal no
 13. Does conveyance contain covenants—
 (a) of seizin no
 (b) power to convey no
 (c) against encumbrances no
 (d) against claims of all others no
 17. Habendum clause (Quote fully) none

Exact Description of Property

"BEGINNING on a locust stump on the bank of Indian Creek and runs a spring branch a west direction to a wire fence; then with fence to top of a ridge to Taylor Blanton's line; then with top of ridge to Cathey's line; then with Cathey's line to Indian Creek; then with said creek to the BEGINNING, containing 4 acres more or less."