

Analysis of Title

Tract No. 128

Ed Cline

1. This tract is originally a part of Grant No. 587 issued to Love, Battle and Welch. This grant is registered in Swain County and is set out in full in Abstract of Title Tract No; 172 at page 46.

2. The title to Grant No. 587 became vested in Clarke Whittier under and by virtue of a deed from W. L. Hilliard et al, heirs at law of Robert Love, J. R. Love and R. V. Welch, which is recorded in Swain County and is set out in full on page 57 of the Abstract of title, tract No. 172.

3. We then find what purports to be a Bond for title from Clarke Whittier to M. T. Stanford and M. S. Blanton dated November 19, 1885, for a tract of eighty acres covering all but about two acres of Tract 128. This Bond for Title is registered in Swain County and is set out in full on page _____ of the Abstract of Tract 125.

4. So far no record of any deed from Clarke Whittier nor from his executors nor from the executors under his will have been found for this eighty acre tract of land.

5. The next conveyance found is from J. F. Teague, Sheriff, to A. W. Parris dated July 7, 1897 conveying the eighty acre tract referred to by notes and bounds. This deed is recorded in Swain County and is set out on page _____ of the Abstract of Tract 125.

6. A. W. Parris and wife, Louisa Parris, then conveyed to M. T. Stanford, the same tract of land by deed dated December 31, 1899. This deed is recorded in Swain County, and is set out on page _____ of the Abstract of Tract 125.

7. M. T. Stanford then conveyed a small tract of four acres lying along the eastern edge of the eighty acre tract referred to to G. W. Jenkins by deed dated December 31, 1914. This deed is recorded in Swain County and is set out on page _____ of the Abstract of Tract 125.

8. George W. Jenkins and wife, Cora L. Jenkins, conveyed to Ed Cline by deed dated March 15, 1909, a small tract of land containing two acres covering the extreme eastern part of Tract No. 128. The description in this deed, however, is very defective.

Apparently the last call in the land intended to be conveyed has been omitted but under the rules of law applying to description of lands in deeds this call will probably be supplied. However, it would be advisable to secure a quit claim deed from George W. Jenkins and his wife, who are now living and could easily correct this defect in the title of this two acre tract. This deed is recorded in Swain County. Page 350 of Abstract.

9. By deed dated November 29, 1905, M. T. Stanford and wife, Margaret Stanford conveyed to A.T. Lollis all of said eighty acre tract, excepting the four acres last hereinbefore referred to. This deed is recorded in Swain County and is set out on page _____ of the Abstract of Tract 125.

10. A. T. Lollis and wife, Josie Lollis, then conveyed to Ed Cline by a deed dated May 13, 1909, a portion of the eighty acre tract above mentioned covering or intending to cover all of Tract 128 excepting the two acres conveyed to said Cline by Geo. W. Jenkins. The description in this deed is not very definite but probably sufficient to pass title. A deed with more complete metes and bounds should be obtained if possible. This deed adjoins a tract theretofore conveyed by said Lollis and wife to Lucinda Bumgarner covering the southern or southwestern portion of the eighty acre tract. This deed is recorded in Swain County. Page 351 of Abstract.

DEEDS IN TRUST

11. Ed Cline and wife, Minnie Cline, on March 15, 1909 executed to R. H. Clark, Trustee for G. W. Jenkins a Deed in Trust to secure \$125.00. This Deed in Trust is recorded in Swain County but has been canceled upon the record. Page 352 of Abstract.

12. On November 6, 1911, Ed Cline and wife, Minnie Cline executed a Deed in Trust to W. A. Gibson covering Tract 128 to secure an indebtedness of \$150.00. This deed in Trust is recorded in Swain County but has been properly canceled of record. Page 353 of Abstract.

13. On April 18, 1924, Ed Cline also executed a Deed in Trust to A. S. Patterson for R. H. Hyatt to secure an indebtedness of \$300.00. This Deed in Trust is recorded in Swain County and is properly canceled by the Trustee. P 354

14. On September 8, 1925, Ed Cline and wife, Minnie Cline, executed a Deed in Trust to Thurman Leatherwood, Trustee for Maude Seay to secure an indebtedness of \$392.46. This Deed in Trust was recorded on September 10, 1925 in Book 14 at page 374 and is not canceled of record. Page 355 of Abstract.

J U D G M E N T

15. There appears upon the record a Judgment obtained against Ed Cline and J. A. Cline in United States District Court at Asheville on May 25, 1908. This Judgment is for the sum of \$200.00 with interest and costs amounting to \$16.50. It is recorded in Judgment Docket Book 6, page 348. While it is in favor of the United States Government, we are of the opinion that having been docketed for more than twenty years that under the North Carolina Statute a lien continues only for a period of ten years and this judgment is not now a lien upon the land. T. 356

NORTH CAROLINA

SWAIN COUNTY

IN RE: TRACT 128.

Mark Cathy being first duly sworn deposes and says that he is 58 years of age and that he has been a resident of Swain County for 58 years, that he is well acquainted with the lands on Deep Creek that he knows the boundary of land now owned and occupied by Ed Cline and said tract of land described as follows being the land described in a deed from A. T. Lollis and wife to Ed Cline made on the 15th day of March 1909, and registered in Book 31, Page 391 records of deeds of Swain County, North Carolina and in a deed from G. W. Jenkins and wife to Ed Cline made on the 15th day of March 1909, and recorded in Book 31, Page 392, records of deeds of Swain County, North Carolina, reference is hereby made to the above deeds for the full description, that the said Ed Cline and those under who he claims to-wit; A. T. Lollis, M. T. Stanford and G. W. Jenkins have been in the actual possession of the above land for more than thirty years living there upon, cultivating and pasturing a portion thereof, cutting firewood and timber therefrom and making such other use of the land as it is susceptible of; that such possession has been open notorious and continuous and adverse for the said period of more than thirty years and further this deponent sayeth not.

Signed Mark Cathy
Affiant.

Sworn and subscribed to before me this 25 day of July 1929.

Will W. Higgins
Notary Public.

My commission expires Dec. 19, 1930.

NORTH CAROLINA PARK COMMISSION

ATTORNEY'S CERTIFICATE AND OPINION

Tract No. 128.

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.....:

Ed Cline

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.

2. While the record title to this tract is not complete in all respects it has been held for very many years under continuous adverse possession. This possession is well known and is set out in an affidavit which appears in the Abstract and we think in so far as this is concerned that the title has matured in the present claimant.

3. However, the deed from George W. Jenkins and wife to Ed Cline for a small portion of this tract containing two acres is defective for the need of a closing call. I think this will be supplied under the rule of law applying to such cases. However a quit claim deed from George W. Jenkins and wife should be obtained to cure this defect. As Jenkins is now living on the adjoining land a deed can be easily secured.

4. There is now outstanding a deed in trust dated September 8, 1925 given by Ed Cline and wife to Thurman Leatherwood, Trustee for Maude Seay to secure an indebtedness of \$392.46. This Deed in Trust should be canceled.