

NORTH CAROLINA PARK COMMISSION, ASHEVILLE, N. C.

REPORT ON THE J. F. TEAGUE TRACT NO. 129--93.53 ACRES.

Location: This tract is located on the waters of Deep Creek, and adjoins the land of Champion Fibre Company along the lower edge of the park. The mountain named "Sharp Top", near Bryson City is partially located on this tract.

Description: A mountain tract of all steep land, which has been cut over. In times past at least one-third of this tract has been cleared and a few apple trees are scattered over the clearing.

Improvements: A one room box house in poor condition.

Valuation: The appraisers have put a value of \$1000.00 on this tract and an option has been taken at this price.

NORTH CAROLINA PARK COMMISSION
ASHEVILLE, N. C.

We beg to report that we visited the premises of
J. F. Teague and find as follows:

We put a value on his land of	\$1122.00	✓
1 box house	40.00	
Total	<u>\$1162.00</u>	✓

This October 15, 1929.

C. S. Patterson
W. T. Martin

NORTH CAROLINA PARK COMMISSION

ATTORNEY'S CERTIFICATE AND OPINION

Tract No. 129.

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.....:

J. F. Teague

.....in..... 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 mineral interest outstanding in the heirs at law of James Conley, and John Herrill.
3. Subject to Judgment for \$77.89, with interest and costs, Docketed 12-51-29, Book 11, page 129.

E. E. Teague, admr of J. F. Teague

(NOTE: Since this opinion was originally written, J. F. Teague has died and we have secured a deed from all of his heirs at law. E. E. Teague has been appointed administrator of the estate of J. F. Teague, and we will also take a deed from him under the option. We advise that the check should be made to "E. E. Teague, Administrator of J. F. Teague."

or
12

This 13th day of January, 1950.

John Wren

Attorney.

Brysen City, N.C.
Nov. 20, 1928.

Mr. Frank Chapman
Asheville, N.C.

Dear Sir:

Over 30 years ago you and I had some business politically and in a small business way. I think we are now in shape to have some more business. I have 92 acres of land within 3 1/2 miles of Brysen City that has already been surveyed within the Park boundary. Of course I will have to sell the land. Inform me as to what course I should take.

Respectfully,

J.F. Teague.

P.S.

To refresh your memory# as to who I am, I was Sheriff of Swain County at the time we knew each other. I was Sheriff and you was Chairman, next time you pass through Brysen City please come around.

Nov. 27/28 JACK 129 - Survey 93.53
S.F. called on Teague. He wanted 18⁰⁰
per acre. Told him taking his wood but
44 acres land now 20/28- see w/s Report

\$ 400.00

Baldwin 158.86

Asheville N.C. Feb. 10

1926



Six Months

after date for value received, I, we, or either of us, promise to pay
Sawyer Grocery Company
of Asheville, N. C., Inc.

Four Hundred and 00/100 ----- Dollars

Negotiable and payable without offset at CENTRAL BANK & TRUST CO, Asheville, N.C. with interest after maturity
at the rate of 6 per cent per annum until paid. The drawers and endorsers and all sureties hereto severally waive
presentment for payment, protest and notice of protest, and non payment, of this note, and all defenses on the ground
of any extension of the time of its payment that may be given by the holder or holders to them or either of them.

Secured by deed of Trust of even date.

Seal.

No.

Due

Address

Tel. No.

J. F. Deague

Seal.

Seal.

Seal.

----- of \$400.00. Please let us know if this deed of trust is properly
recorded in your office.

We enclose stamped envelope and will thank you for a
prompt reply.

ES G. LEE, SR.
ES G. LEE, JR.
NETH LEE

LAW OFFICES
LEE & LEE
LEGAL BUILDING
ASHEVILLE, NORTH CAROLINA

COLLECTION DEPARTMENT

October 8, 1931.

Register of Deeds,
Bryson City, N. C.

Dear Sir:

On February 23rd, 1926, Mr. C. Sawyer, of Sawyer Grocery Company, mailed to you a deed of trust for registration, signed by J. F. Teague, to O. P. Williams, Trustee. This deed of trust was dated February 10, 1926, and was to secure a note in the sum of \$400.00. Please let us know if this deed of trust is properly recorded in your office.

We enclose stamped envelope and will thank you for a prompt reply.

Yours very truly,

Lee & Lee

CGL/O

The above mentioned Deed of Trust is properly recorded in this office. Book 14 - page 464

Yours truly,
Frank Hyatt
Register of Deeds, Swain County, N.C.

LAW OFFICES
LEE & LEE
LEGAL BUILDING

ASHEVILLE, NORTH CAROLINA

CHARLES O. LEE
CHARLES O. LEE, JR.
H. KENNETH LEE

Chancery
5577

February 2, 1932.

North Carolina Park Commission,
City Hall,
Asheville, N. C.

Gentlemen: Attention W. H. Woodberry.

Sawyer Grocery Company has a deed of trust executed by one J. F. Teague of Swain County, North Carolina, to O. P. Williams, Trustee. This deed of trust is recorded in Book 14, page 464 and is in the sum of \$400.00 and is dated February 10, 1926. Sometime ago Mr. J. F. Teague died and his son, E. E. Teague, qualified as administrator of his father's estate. We have tried very hard by correspondence to get the administrator to file a report and to pay some attention to the deed of trust. We could get no answer, consequently a member of this firm went to Bryson City yesterday and finds that E. E. Teague, administrator, conveyed the land described in the deed of trust to the North Carolina Park Commission on February 26, 1930, deed having been recorded in the office of Register of Deeds for Swain County, N. C. in Book 59, page 63, no mention having been made in the deed to the deed of trust, and the deed does not recite that the administrator sold the land to create assets. It is our opinion that, this deed of trust, having been duly recorded in 1926, Sawyer Grocery Company has a prior claim against this land for the amount of its indebtedness.

We wish you would look into this and let us know at once as to whether the Park Commission desires to settle the balance due on this deed of trust.

Yours very truly,

CGL/O

Lee & Lee

Feb 27, 1932
Book 59 - pg 2
Recd #129 J. F. Teague
John L. - 1930

JOHNSTON & HORNER
ASHEVILLE, N. C.

J. M. HORNER, JR.

February 13, 1932.

North Carolina Park Commission,
Asheville, North Carolina.

ATTENTION: MR. WOODBURY.

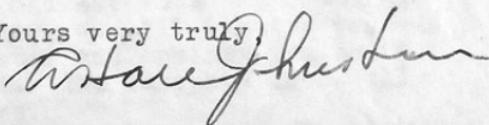
Gentlemen:

I took the matter of the Teague note up with Mr. Lee this morning and I find that there is only \$158.86 due.

I have written Mr. Teague as per the enclosed copy, and also have written Thurman Leatherwood to look after the matter on the 17th. The enclosed letters explain the situation fully.

I will advise you again as soon as I hear from Mr. Leatherwood.

Yours very truly



February 13, 1932.

Mr. E. E. Teague,
Bryson City, N. C.

Dear Sir:

I am writing you relative to deed in trust to O. P. Williams, Trustee for the Sawyer Grocery Company, upon tract of land which you as Administrator of your father's estate conveyed to the North Carolina Park Commission. You will recall that this is a warranty deed. You will further recall that you and your wife, Mrs. Davis and her husband and Miss Della Davis, as the heirs of your father, J. F. Teague, also executed a warranty deed to the Park Commission. It turns up now that the above entitled deed in trust was outstanding and of record at the time these two warranty deeds were executed.

COPY
I am advised by Mr. Lee Herv that citation has been issued against you as Administrator to file report and make settlement on the 17th instant.

I sincerely trust that you will report this note and pay it off and see that the record is clear; otherwise, of course, we will have to proceed against you as Administrator and against you and your sisters as heirs under the warranty deed, all of which will be expensive.

Mr. Lee advises me that the note has been paid down to \$158.86, and if you will pay it during the month of February that no further interest will be calculated.

Kindly advise.

Yours very truly,

February 13, 1932.

Thurman Leatherwood, Esq.,
Bryson City, N. C.

Dear Thurman:

I am enclosing you herewith copy of a letter I have just written to E. E. Teague. The facts are set out in that letter.

I would greatly appreciate it if you would appear at the Clerk's office on the 17th instant and see what report Teague makes under the citation which has already been issued, and if possible, work this proposition out so that we wont have to spend a lot of time in litigation about it.

COPY It appears that Mr. Weaver overlooked this deed in trust in making up the abstract. However, this was very natural because J. F. Teague, the father of E. E. Teague, gave the deed in trust on the land long prior to the time that he actually got title to it. It appears that he had some kind of an arrangement with the Champion Fibre Company to change lands and, therefore, mortgaged this land before he actually got his title and, therefore, it was very natural for Mr. Weaver not to look back of the deed when the title came in him.

I will appreciate your advising me about the matter as soon after the 17th as is convenient.

With kind regards, I am

Yours very truly,

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

February 22, 1932.

Hon. Zebulon Weaver,
Washington, D. C.

Dear Zeb:

Yours of the 18th received, with copy of letter to Mr. Squires in regard to the Champion Fibre Company title. This, I suppose, he will handle, but if I can do anything about it, I will be glad to.

It seems that the Teague mortgage, which was filed before he took title to the tract on Sharp Top, was recorded prior to the deed, but we are having Mr. Hall Johnston handle this matter, and he promises to carry it on promptly to a conclusion.

While the mortgage is for \$400.00, we find that the net amount claimed to be due on it is \$158.68, and a letter from E. E. Teague to Hall Johnston is making a further claim of payment of about \$50.00, which is now being looked into. At any rate, we have assurances that Mr. Johnston will handle the matter with Teague's attorneys and if it is not fixed up, action will be taken promptly.

In regard to the deeds from the State of North Carolina to the Federal Government, the first deed, which was dated February 2, 1930, is recorded in Book 81, Page 108, Haywood County, and this deed was a combined deed of Swain and Haywood County properties. As you have already passed on these titles and the Government accepted the properties, we do not suppose there is anything further to do with this deed.

The second deed was dated and executed March 30, 1931, and was filed for record April 1, 1931, and registered in Book 81, page 168, Haywood County. The copy which we have on file shows all the registration certificates, and if the one which the Government has does not show the proper certificates, if it is returned to us, we will put them on. However, Sanders informs me that he believes the certificate is on this deed. He says that new brown backs were put on this deed, replacing the old soiled green backs, but that

Page 2.

Mr. Weaver,
Feb. 22, 1932.

one of the green backs contained the certificate of registration and was, therefore, placed inside the brown back. We hope that this is the case.

I shall always be glad to write you about any of the Park matters, and while I know that you are busy, I know that you are very much interested in the project here, and you will understand that when I take up any matters with you, it is not done to worry you, but in order to keep you informed as to developments here.

Very sincerely yours,

W. H. Woodbury.

WHW:S

Congress of the United States

House of Representatives

Washington, D. C.

February 18, 1932.

Mr. W. H. Woodbury,
North Carolina Park Commission,
Asheville, N. C.

Dear Woodbury:

I am inclosing you copy of letter which I have written to Mr. Squires.

I wish you would let me know what developments have occurred in regard to the deed of trust about which you wrote me effecting the Teague property. I have a hazy recollection there was some indebtedness which was to be paid out of the purchase money we paid them. Evidently this was not done. I am anxious to get the exact facts.

I wish you would also see John Freeman and make him pay me back that money. It is not much. You can get at him by telling him I said he promised to go down and receipt that Gibson judgement. He told me he would go to the Clerks' Office immediately and enter the proper cancellation of it and this must be done.

Also the Assistant Attorney General Richardson here has stated that if I would write a letter in regard to the titles in my personal capacity, without taking the oath as assistant to the Attorney General, this would be satisfactory. They sent me up the deeds but in looking them over we find that the deed conveying the Haywood County property does not show any certificate of registration. In any statement I would make I would have to refer to the time and the page of registration, and wish you would have Mr. Welburn to see if this was recorded and if so when and in what book. If it has not been recorded it should be done.

Write me a line now and then. I am worried out of my wits here some times, but am anxious to know about our park matters.

Sincerely yours,

ZW-ss

Date *Feb 20 - 1932*

File Apr 1 - 1932 - 948 AM
By - Apr 3 - Book F1 - Pg 168 -

John W. Squires

February 18, 1932.

Hon. Mark Squires,
Lenoir, N. C.

Dear Mark:

Mr. George Smathers was here this week and talked with me quite a lot about the adjustment of the titles on Champion Fibre lands, which were not satisfactory on account of which we held back payment.

He at one time took the position that the U. S. Government itself would have to be made a party, because of the fact that the Champion fibre Company had conveyed all the property, including that in dispute, to the state and the state had conveyed it to the United States. I told him that the U. S. Government had not yet accepted this deed, and it would be totally impossible for the United States to be made a party and I further did not think it necessary, that under the statute relating to eminent domain there is a provision that transfers do not effect the status of proceedings.

However, I believe it advisable for you to take up this question with Mr. Brummett and have him consider this transfer from the State of North Carolina to the United States, in so far as it concerns the condemnation proceeding now pending. There are not very many disputes to consider and they are not of great significance.

One of them, the Connely claim, which involved about six hundred acres, covered by a grant older than that under which the Champion Fibre Company claimed, has already been satisfactorily dealt with, and it has been transferred by agreement to the court in Swain County for trial. It will be disposed of as soon as the court can hear it.

Another claim, known as the Atkins Claim, which arose out of the exception of three hundred acres in chain of title from the Love heirs to Clark Whittier. This will require adjustment. Joe Johnson at Waynesville is the attorney for Atkins, and it seems to me that by mere agreement between the parties this could be tried or referred.

I believe I also talked with you once about the claim of William J. Cox Jr. He claims under an old sheriff's title, a tract of twenty-five hundred and sixty acres, about eight hundred acres of which lies in the Park territory. However, we were never able to find any title to sustain any claim under this tax deed, and Mr. Cox has no information as to this. He, however, took the position that because the state condemned these lands and made him a party, that this was an admission of title and that the state was estopped to deny the title conveyed by this tax deed, which was made some time in the eighties, for the reason that the sheriff was an agent of the state. In order for you to understand this I wish you would have Mr. Sanders to get the answer filed by William J. Cox, Jr., and others in the Champion Fibre Company case and give it consideration. And, if you feel it necessary to do so, have the Attorney General to consider the question raised by this claimant.

I, of course, feel that we should get these matters adjusted so that the United States cannot raise any question about any part of the Champion Fibre lands.

In this connection, I believe I told you that the Assistant Attorney General, Richardson, finally stated to me that if I would sign a letter, stating the lands conveyed by the three deeds last delivered, he would accept it as satisfactory. However, I am faced with such questions as these undetermined disputes in the Champion Fibre Company case, as we have no decree yet, conveying the title to the United States so as to remit the parties to the purchase money.

It might be well to consider the matter as to whether or not we should have these disputed areas valued and pay the money into the court out of the \$75,000 and take a decree covering all the Champion Fibre matters.

This is a long letter, but I want you to read it carefully and write me.

As ever, with my kind regards, I am,

Very truly yours,

A. HALL JOHNSTON

LAW OFFICES

JOHNSTON & HORNER
ASHEVILLE, N. C.

J. M. HORNER, JR.

March 2, 1932.

Mr. E. E. Teague,
R. F. D. 1,
Bryson City, N. C.

Dear Sir:

I received your letter of February 17th and have been unable to reply to it because Mr. Charles G. Lee, Sr., who represents the Sawyer Grocery Company, has been out of town. I took the matter up with Mr. Lee this morning and went through his file.

I find that in June, 1929, Mr. Sawyer wrote your father for a balance of \$54.90 and interest. The debt had been running a long time, and the interest added to the balance of \$54.90 now makes or did at the time I first wrote you the amount of \$158.86. I am quite sure that this balance is correct.

COPIY

There are several letters in Mr. Lee's file from your father to the Sawyer Grocery Company referring to the note and the deed in trust upon the land, also referring to the fact that the land is within the Park area, and that he expects to pay off the amount of the note from the sale of the land to the Park Commission.

I would be delighted if you could adjust this matter at once so that we can have the deed in trust cancelled of record. This will save considerable trouble and embarrassment, as well as the costs of a suit.

Kindly advise.

Yours very truly,

A. Hall Johnston.

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

April 11, 1932.

Mr. A. Hall Johnston,
Asheville, N. C.

Dear Hall:

In regard to the mortgage given by J. F. Teague on the property near Bryson City which we bought from his son, E. E. Teague, Administrator, we would like to be advised as to how this matter is being handled.

Very truly yours,

W. H. Woodbury.

WHW:S

A. HALL JOHNSTON

LAW OFFICES

JOHNSTON & HORNER
ASHEVILLE, N. C.

J. M. HORNER, JR.

April 12, 1932.

Mr. W. H. Woodbury,
N. C. Park Commission,
Asheville, N. C.

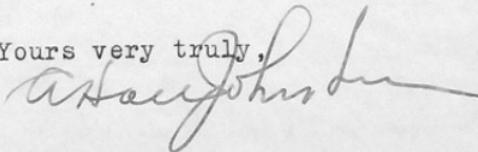
Dear Mr. Woodbury:

I am still after this matter of the Teague mortgage about which you wrote me on the 11th. Teague seems to be willing to pay, but insists that the amount is too large.

I am going to correspond with him for a while longer and see if I can get it settled, and if not, I am rather of the opinion that we will bring a suit at our expense in the name of the Sawyer Grocery Company so as to determine the exact amount.

I am advised that the Estate is solvent, and we can possibly get it closed up this way quicker than any other way. However, I still have hopes of getting it concluded without a suit.

Yours very truly,



AHJ:PP

Lenoir, N. C.
June 2, 1932.

Hon. A. Hall Johnson
Asheville, N. C.

Dear Sir:

RE: Teague

In this matter I understand from your letter and the report of Mr. Woodbury that there is an unsatisfied mortgage on this property and that the vendor of the State or Commission is solvent.

I know of nothing else to do but to go ahead and pay this claim of an unsatisfied mortgage and try to realize it out of the person we obtained the land from.

Very truly yours,

MARK SQUIRES

MS:T

Copy to:

N. C. Park Commission
Asheville, N. C.

June 10, 1932.

Hon. Mark Squires,
Lenoir, N. C.

Dear Senator: Re: Teague.

Your letter of June 2nd.

Teague, in my correspondence with him, has admitted some indebtedness to the Sawyer Grocery Company. Whatever the indebtedness is, is secured by deed in trust on land which we bought from Teague's father, Teague now being the Administrator of his father.

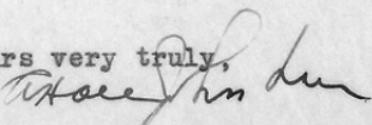
Messrs. Lee & Lee hold the note for collection, and took it up with me. Teague disputes the amount as claimed by Sawyer, and it has been my impression that it would be better for Sawyer to assign the note to us. Let us bring a suit on it, thereby having the benefit of Sawyer's testimony to establish the amount, and then for us to pay Sawyer the amount that we get Judgment for.

COPY

We, of course, will have to take a chance on collecting the amount, but I am advised that the Estate is solvent.

Kindly advise.

Yours very truly,



AHJ:PP

Copy to:

North Carolina Park Commission,
Asheville, North Carolina.

Deduct from

Purchase money

\$145.00 subscription

to Park