

Analysis of Title

Tract 155.

Frankwood Mfg. Co. - 10.56 Acres

This tract is covered almost entirely by grant 685 issued to John A. Millsaps. A small portion of the southern end of tract 155, the title to which was derived through said Millsaps, is apparently covered by tract 510 for which no grant has so far been found. We do not regard this, however, as vital because of the fact that W. L. Morris obtained a deed from John A. Millsaps hereinafter referred to lived upon this tract for many years, his house being situated on the area being designated on the map as tract 510. This possession is more than fifty years old and has been continuous down to and including the present owner.

1. Grant 685 was issued to John A. Millsaps on December 29, 1860, for a tract of 300 acres. It is recorded in Jackson Co. and is fully set out on page 93 of the Abstract of title to tract 167.

2. John A. Millsaps died leaving a will dated October 21, 1872, probated November 21, 1885, by which will he made certain specific devises none of which cover tract 155. By this will he appointed E. Everett as executor with power to sell all of the lands of the testator not specifically devised. This will is recorded in Swain County and is set out on page 93 of the Abstract of title to tract 167.

3. By deed dated January 26, 1880, E. Everett, executor of the will of John A. Millsaps, conveyed to W. L. Morris all of the lands embraced within grant 685, with two small exceptions which do not affect tract 155. This deed is set out on page 94 of the Abstract of title to tract 167.

TRACT NO. 510.

4. As above stated a small portion of tract 155 is covered by what is referred to as tract 510 in the several deeds. This portion of tract 155 is included in a deed from John A. Millsaps to W. L. Morris dated on March 1, 1871. This deed is recorded in Swain County and is set out on page 438 of the Abstract of title to tract 146.

5. W. L. Morris, widower, by deed dated September 18, 1923, then conveyed to the Frankwood Manufacturing Company two tracts of land covering tract 155 and including the portions of that tract acquired under the title of 685 and tract 510. This deed is recorded in Swain County. Page 623 of Abstract.

NORTH CAROLINA PARK COMMISSION

ATTORNEY'S CERTIFICATE AND OPINION

Tract No. 155.

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.....:

Frankwood Manufacturing Co.

.....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. The Frankwood Manufacturing Company is a partnership composed of A.J. Franklin and A. J. Franklin, Jr.

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

OKS, RALEIGH
MOUNTAIN
WINSTON
VILLE
CRY MOUNT

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

J. A. HARDISON
FRANK LINNEY
J. ELMER LONG
HARRY NETTLE
E. S. PARKER
MARK SQUIRE

Bryson City, N. C.,
September 4, 1929.

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

Dear Mr. Woodbury:

I have your letter of August 28th relative to the
lands of A. J. Franklin and Frankwood Mfg. Co.

I talked with Mr. Franklin and suggested his making
a deed for these lands, the purchase price to be credited on
his subscription to the park. He did not agree to this but
stated that he had agreed to pay his subscription out of his
lands when they were purchased by the Park Commission, but
claimed that he owned some lands or an interest in lands
covered by Grant lying on the head waters of Hazel Creek
just under Siler's Bald.

I told him that I did not think the grant to which
he referred carried any title as the territory was already
covered by older grants. He claimed that after they pur-
chased these lands that they built a cabin there and herded
cattle for a period of time sufficient to mature title; and
the result of our conversation was that he wanted to be paid
for the two tracts of land referred to in your letter and
to pay his subscription out of the lands claimed by him on
Hazel Creek.

I have not finished the examination of the title to
those lands but am satisfied that the title of the Hazel
Creek lands is not good. I will consult with you about this
when I see you.

Yours very truly,

Zebulon Weaver
ZEBULON WEAVER, Attorney
for N. C. Park Commission.