

NORTH CAROLINA PARK COMMISSION

ASHEVILLE N.C.

REPORT ON THE C. B. MOTT TRACT -No. 166.

NOW OWNED BY T. J. EDWARDS,

Stcooah, N.C.

Location of Tract: This tract lies on Deep Creek about six miles from its mouth, Bryson City being the shipping point, a poor public road runs up Deep Creek, and this is the last place of the interior holdings on Deep Creek, with the exception of the Bryson place.

Description of tract: This tract together with the house is now abandoned, there being a little flat land on the creek and the balance steep hillsides, which have been cut over. It is now being held for recreation purposes.

Improvements: There is a six-roomed ceiled and weather-boarded house in good house located on three acres of level land, beside the creek.

Valuation: This tract contains 56.58 acres and the values are analyzed as below:

Six-Roomed house	\$400.00
Three acres of bottom land	150.00
Four acres of cleared hillside	60.00
Twenty-nine acres wood land	<u>190.00</u>
	\$800.00

Eight Hundred Dollars is the price named in the Option and the appraisers are earnest in stating that this is a low valuation.

Analysis of Title

Tract No. 166.

T. J. Edwards, formerly C. R. Nott ----- 36.56 Acres.

The lands embraced in Tract 166 were originally a part of Grant No. 587, which was issued to Love, Battle and Welch on December 8, 1859. This grant is set out on page 46 of the Abstract of Title to Tract No. 172.

1. The title to Tract 166, by and through various means conveyances under Grant 587 became vested in George W. Jenkins under whom the present claimant derives his title. The title of said Jenkins is set out in the Abstract of Title to Tract No. 149, pages 1209 to 1216, inclusive and will, therefore, not be repeated here.

2. George W. Jenkins and wife conveyed to William S. Burnicutt by deed dated March 21, 1903 a tract of land containing 100 acres covering and including the lands embraced in Tract No. 166. This deed is recorded in Swain County and is set out on page 1219 of the "Abstract of title to Tract No. 149.

3. We then have a deed from W. S. Burnicutt and wife, Lottie Burnicutt to C. C. Burnicutt dated January 5, 1915, containing a tract of forty-nine acres, being a part of the lands purchased from G. W. Jenkins. This deed covers Tract No. 166. It is registered in Swain County, page 716 of this Abstract.

4. C. C. Burnicutt died sometime prior to September 1, 1923, having left a Last Will and Testament in which he devised this property to his sister, Biddie Burnicutt, a one-half interest, to Mrs. S. C. Worley of Swain County a one-fourth interest and H. N. Worley of Swain County a one-fourth undivided interest. This will is properly probated and recorded in the Office of the Register of Deeds of Swain County in Book 2, page 3. It is set out on page 817 of this Abstract.

5. Nathan Worley and wife, Hattie Worley, S. C. Worley (widow) and Biddie Burnicutt, unmarried, by deed dated May 17, 1924, conveyed to W. S. Burnicutt and wife Lottie Burnicutt, the same tract of land containing forty-nine acres excepting, however a twelve acre tract which had been theretofore conveyed by C. C. Burnicutt to Andrew Burnicutt. The lands conveyed by this deed not including said exception covers tract No. 166. It is recorded in Swain County, page 818 of this Abstract.

6. W. S. Hunnicutt and wife, Lettie Hunnicutt, then executed a Deed in Trust dated May 17, 1924 to McKinley Edwards, Trustee for J. D. Wiggins to secure an indebtedness of \$415.00. This Deed in Trust conveys the same lands described in the foregoing deed to W. S. Hunnicutt. It is recorded in Swain County. Page 519 of this Abstract.

7. Default having been made in the payment of the indebtedness secured by the foregoing Deed in Trust, McKinley Edwards, Trustee, sold the property the same described at public sale on the 22nd day of June, 1925, at which sale the said J. D. Wiggins became the purchaser at the price of \$510.00. The deed recites this sale and the further fact that a report of the sale had been filed with the Clerk of the Superior Court of Swain County for a period of ten days and no exceptions were made and no offer made to raise the amount of said bid, said McKinley Edwards thereupon executed this deed, dated July 8, 1925 to J. D. Wiggins, conveying the same tract described in the Deed in Trust. This deed is recorded in Swain County. Page 520 of this Abstract.

8. J. D. Wiggins and wife then conveyed to E. Fox and W. P. Shuler by deed dated August 1, 1925, the same lands mentioned in the last named deed and deed in trust. This deed is registered in Swain County, page 522 of this Abstract.

9. We then have a deed from E. Fox and wife, Mary Fox, to W. P. Shuler dated December 30, 1925, conveying the one-half interest of the grantors acquired under the foregoing deed from J. D. Wiggins and wife. This deed is recorded in Swain County. Page 523 of this Abstract.

10. W. P. Shuler and wife, Allie Shuler, then executed a Deed in Trust to Thurman Leatherwood, Trustee, for Mark Jenkins dated October 6, 1926, to secure an indebtedness of \$250.00, which matured on June 6, 1927. This Deed in Trust describes the same tract of land as in the foregoing deeds. Attention, however, is particularly called to the following facts relative to the registration of this deed in trust. The records indicate that it was filed for record on October 18, 1926, but that it was not actually registered until February 10, 1928. Our information is that instead of having the deed actually recorded it was taken out of the Register's Office and the notes secured thereby were hypothecated by Mark Jenkins to Mrs. Mattie McLean, who is now in possession of them. This Deed in Trust is registered in Swain County and is set out on page 524 of this Abstract.

11. After the execution of the foregoing Deed in Trust to Thurman Leatherwood, Trustee for Mark Jenkins, W. P. Shuler and wife, Allie Shuler, executed a deed to Mark Jenkins and wife, Josie Jenkins, dated July 15, 1927, conveying the same tract of land described in the foregoing deeds. This deed is recorded in Swain County, page 525 of this Abstract.

12. On the same date as the foregoing deed - July 15, 1927 - Mark Jenkins executed a deed in trust to Thurman Leatherwood, Trustee for W. P. Shuler and wife, to secure an indebtedness of \$440.00, which matured on August 15, 1928. This Deed in Trust was filed for registration on July 18, 1927 and registered on July 25, 1927 in Book 10, page 52. At the time this deed in trust was filed

for record it would seem that the Deed in Trust last above mentioned from W. P. Shuler and wife to Thurman Leatherwood, Trustee, was not actually recorded and was not indexed. This Deed in Trust from Mark Jenkins to Thurman Leatherwood, Trustee, is registered in Swain County, page 326 of this Abstract.

15. Mark Jenkins then executed a further deed in trust dated September 16, 1927 to Thurman Leatherwood, Trustee for Crawford Bellart to secure an indebtedness of \$350.00 maturing January 15, 1927. This Deed in Trust conveys the same tract of land and is registered in Swain County. Page 327 of this Abstract.

16. Thurman Leatherwood, Trustee, then sold these lands under the Deed in Trust executed to him by Mark Jenkins for W. P. Shuler dated July 15, 1927 and executed a deed dated November 7, 1928 to Tom Edwards conveying the same tract of land. This deed recites the execution of said Deed in Trust by Mark Jenkins and default having been made in the payment of the indebtedness and the sale of the property on September 17, 1928 at the price of \$500.00, the receipt of said sale to the Clerk of the Court and the further fact that the bid was not raised within ten days as provided by law. This deed is recorded in Swain County, page 328 of this Abstract.

16. We also find that Thurman Leatherwood, Trustee under the Deed in Trust executed to him by Mark Jenkins and wife, Jessie Jenkins for Crawford Bellart dated September 16, 1927, also foreclosed the same and sold the property described in said Deed in Trust on September 16, 1927 and executed a deed to said Crawford Bellart dated March 15, 1928, for the lands described in the Deed in Trust. This Deed in trust is registered in Swain County. Page 330 of this Abstract.

16. We then have a conveyance from Crawford Bellart and wife _____ Bellart, dated the _____ day of September, 1929 to Tom Edwards, conveying all of the right, title and interest in the said lands conveyed to him by Thurman Leatherwood, Trustee, hereinbefore set out. This deed is recorded in Swain County. Page _____ of this Abstract.

17. It appears from the foregoing conveyances that said T. J. Edwards, the present claimant, now has conveyances acquired through and under both of the Deeds of trust executed by Mark Jenkins to Thurman Leatherwood, Trustee, the one for the benefit of Crawford Bellart and the other for the benefit of W. P. Shuler. This leaves outstanding, however, the prior deed in trust executed by W. P. Shuler and wife to Thurman Leatherwood, Trustee for Mark Jenkins, dated October 6, 1926, but which was not actually registered until February 10, 1928. Undoubtedly at the time of the registration of the last two named deeds in trust under which said Tom Edwards and Crawford Bellart purchased, the deed in trust formerly executed by W. P. Shuler and wife was not actually recorded in Swain County as provided by law. The facts are set out in the foregoing analysis. Formerly it was held by our courts that after a deed or deed in trust was delivered to the Register of Deeds and filed for registration that the grantee had performed his full and complete duty and the registration of the deed or deed in trust became effective from that time. However, subsequent decisions of our

courts have over-ruled this decision and the courts have subsequently held that indexing is a necessary part of the registration. The cases in which this has been discussed are the following:

Ely vs Norman 175 N.C. 294,
Fowle vs Ham 176 N.C. 12,
Mfg. vs Hester 177 N.C. 609.

These cases apparently have over-ruled the case of Davis against Whittaker 114 N.C. 279.

If, therefore, the deed in trust from W.P. Shuler and wife to Thurman Leatherwood, Trustee for Mark Jenkins dated October 6, 1928 was not properly registered and indexed at the time of the registration of the two subsequent deeds in trust from Mark Jenkins to Thurman Leatherwood, Trustee for W.P. Shuler and wife and for Crawford DeKart, then the title to said T. J. Edwards to this tract of land would be good. We are of the opinion that said deed in trust above referred to was not properly registered at the time of the registration of the two subsequent deeds in trust. But due to the fact that the notes secured by the first deed in trust are outstanding it would probably be better to secure some adjustment if possible.

18. Subsequently to the execution by Mark Jenkins and wife of the two Deeds of Trust hereinbefore mentioned to Thurman Leatherwood, Trustee, said Jenkins and wife executed a deed dated March 1, 1928, to C. H. Nott and wife, Gertrude Davis Nott, conveying three tracts of land, the first tract covering the lands embraced in tract No. 168.

It will be observed, however, from the Abstract that both of said Deeds of Trust executed by said Jenkins to Thurman Leatherwood, Trustee, were foreclosed and the title thereunder became vested in the present claimant, T. J. Edwards.

The two tracts mentioned in the deed were also foreclosed under a deed in trust which Mark Jenkins and wife executed to W. C. Randall and the title under this foreclosure sale became vested in W. C. Randall. See Abstract of title to Tract No. 149. The above deed therefore, to C. H. Nott and wife, Gertrude Davis Nott, having been given subsequent to said Deeds in Trust which were foreclosed is ineffective as a valid conveyance to C. H. Nott and wife.

NORTH CAROLINA PARK COMMISSION

ABSTRACT OF DEED OR GRANT

Grantors	In Preamble	As Signed	As Acknowledged
	W. S. Hunnicutt and wife Lottie Hunnicutt	W.S. Hunnicutt Lottie Hunnicutt	W.S. Hunnicutt Lottie Hunnicutt
Grantees	C. C. Hunnicutt		

1. Kind of Conveyance **Deed** 2. Date of Conveyance **1-5-15**
 3. Is it properly executed **Yes** 4. Date of Entry and No. **Yes**
 5. Before what Officer acknowledged **C.S.C.** 6. Acknowledgments, regular **Yes**
 7. If irregular, copy in full on back **Yes** 8. Did all grantors acknowledge **Yes**
 9. Date of acknowledgment **2-5-15** 10. Was privy examination of wife taken **Yes**
 11. Did officer affix Seal **Yes** 12. Was order of probate correct **Yes**
 13. Does conveyance contain covenants **Yes** 13. Date of filing for record **2-16-15**
 (a) of seizin **Yes** 15. Book **42** Page **11**
 (b) power to convey **Yes** for **Swain** County.
 (c) against encumbrances **Yes**
 (d) against claims of all others **Yes**
 16. Does deed contain any special limitations, provisions
 or restrictions
 17. Habendum clause (Quote fully) **To have and to hold the aforesaid tract or par-
 cel of land and all privileges and appurtenances thereto belonging
 to the said C. C. Hunnicutt, his heirs and assigns to their only
 use and behoof forever.**

Exact Description of Property

BEGINNING: On a white walnut on the East bank on Deep Creek in the Corntassell line, and runs thence West 20 poles to a pine on the top of Segman field ridge; thence up said ridge North 60 West 133 poles to a black gum; thence North 40 West 55 poles to a chestnut; thence East 106 poles to a chestnut oak; thence South 71 East 100 poles to a sourwood, W.A. Hunnicutt's corner; thence down Indian Grave ridge with the said W. A. Hunnicutt's line South 65 West 70 poles to a chestnut on the East bank of Deep Creek; thence South 57 East 38 poles to the BEGINNING, containing 49 acres, more or less, being all the lands W.S. Hunnicutt owns, which was purchased from G. W. Jenkins.

NORTH CAROLINA PARK COMMISSION

ABSTRACT OF WILL

1. A verbatim copy of that part of the will affecting the lands abstracted is required.
2. Set forth in detail all items of the will bequeathing money legacies, or placing any specific charge upon the land, and following abstract of the will, give all proof contained in the record of the payment of such legacies, and the satisfaction or removal of such charges.
3. A detailed outline of all petitions, orders and decrees relating to the estate from the time of probate of will and qualification of executor until final discharge, must be shown.
4. Such excerpts from the probate proceedings must be shown on this and immediately following pages, and in chronological order.
5. Always show whether or not testator left a widow, and show that her dower right has been barred by acceptance of a devise in lieu of dower, by participation in a division of the estate or in some other manner.

Testator

C. C. Hunnicutt

to

Biddia Hunnicutt,
 Mrs. S. C. Worley
 Devisees.
 N. N. Worley

1. Date of will	7-31-83	Page	5
2. Book	2		
3. Date probated	9-1-83		
4. Common or solemn form	Common		
5. Witnesses	Jim Bucarner Will Jenkins		
6. Is attestation clause correct?	Yes		
7. Probated before	C.S.C.		
8. Letters issued			
9. To whom			
10. Book		Page	
11. Final settlement			
12. Book		Page	
13. Inheritance taxes paid			
14. Any conditions or reservations in will?	No		
15. Has will been contested?	No		
16. Has will been construed by court?	No		

Know all men by these presents that I, C. C. Hunnicutt of the County and State aforesaid, being of sound mind and memory do make, publish and declare this my last will and testament, hereby revoking all former wills and testamentary dispositions made by me.

1. I give and bequeath to my beloved sister, Biddia Hunnicutt all of my personal property whatsoever it may be and I give and devise to my said beloved sister a one-half undivided interest in and to all my real estate and lands are situated in Charleston Township, Swain County, North Carolina.

2. I give and devise to Mrs. S. C. Worley of Swain County North Carolina a one-fourth undivided interest in and to all my real estate and lands are situated in Swain County, North Carolina.

3. I give and devise to N. N. Worley of Swain County, North Carolina a one-fourth undivided interest in and to all my real estate and lands which real estate and lands are situated in Charleston Township, Swain County, North Carolina.

NORTH CAROLINA PARK COMMISSION

ABSTRACT OF DEED OR GRANT

Grantors	As Signed	As Acknowledged
Nathan Worley and wife Hattie Worley S. C. Worley, Widow Biddie Hunnicutt, unmarried	do	do
W. S. Hunnicutt and wife, Lottie		

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 **5-17-24**
 11. Did officer affix Seal **No**
 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 parties of the second part, their heirs and assigns, to their only use and behoof forever.**

2. Date of Conveyance **5-17-24**
 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 **Yes**
 14. Date of filing for record **5-17-24**
 15. Book **50** Page **287**
 for **Swain** County.
 16. Does deed contain any special limitations, provisions
 or restrictions

See Exception below

Exact Description of Property

BEGINNING: On a white walnut on the East bank of Deep creek in the Corntassell line, and runs thence West 20 poles to a pine on the top of Segman field ridge; thence up said ridge North 60 West 133 poles to a black gum; thence North 40 West 55 poles to a chestnut; thence East 106 poles to a chestnut oak; thence South 71 East 100 poles to a sourwood, W. A. Hunnicutt's corner; thence down Indian Geave ridge with the said W. A. Hunnicutt's line South 65 West 70 poles to a chestnut on the East bank of Deep creek; thence South 57 East 38 poles to the beginning, containing 49 acres, more or less.

There is excepted from the operation of this conveyance a certain tract of land containing 12 acres, more or less being the same land conveyed to Andrew Hunnicutt by C. C. Hunnicutt.

NORTH CAROLINA PARK COMMISSION

ABSTRACT OF MORTGAGE

(NORTH CAROLINA)

W. C. Hammicut and wife
Lottie Hammicut

- Kind of instrument Deed Trust
- Date of instrument 5-17-26
- Consideration \$ 415.00
- Maturity date 5-17-26
- Is it properly executed? Yes
- Date acknowledged 5-17-26
- Before what officer acknowledged, G. C. G.
- Was privy examination of wife held? Yes
- Date of filing for record 5-17-26
- Recorded in Book 14 Page 217
- For Swain County
- Does this instrument form a link in the chain of title? Yes

DESCRIPTION OF PROPERTY

BEGINNING on a white oaknut, East bank of Deep Creek in the Corn Shuck line and run; then West 24 poles to a pine on the top of the Sigma Field Ridge; then up said ridge North 60 West 153 poles to a black gum; then North 40 West 53 poles to a chestnut; then East 104 poles to a chestnut oak; then South 71 East 100 poles to a sourwood W. A. Hammicut corner; then down Indian Grove Ridge with said W. A. Hammicut line South 65 West 70 poles to a chestnut on the East bank of Deep Creek; then South 57 East 36 poles to the BEGINNING, containing 40 acres more or less.

Excepting from the above described land 12 acres more or less conveyed to Andrew Hammicut by C. C. Hammicut same being described in a deed of conveyance from Nathan Worley et al to W. C. Hammicut and wife of even date with this conveyance.

NORTH CAROLINA PARK COMMISSION

ABSTRACT OF DEED OR GRANT

Grantors
Grantees

In Preamble	As Signed	As Acknowledged
McKinley Edwards Trustee	McKinley Edwards, Trustee	McKinley Edwards, Trustee
J. D. Wiggins		

1. Kind of Conveyance **Trustee's 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 **7-8-25**
 11. Did officer affix Seal
 13. Does conveyance contain covenants
 (a) of seizure **None**
 (b) power to convey
 (c) against encumbrances
 (d) against claims of all others
 17. Habendum clause (Quote fully) **To have and to hold the above described land and premises together with all privileges, hereditaments and appurtenances thereunto belonging unto the said party of the second part, his heirs and assigns, absolute forever in as full and ample manner as the said party of the first part is authorized and empowered to convey by virtue of the said deed of trust.**
Exact Description of Property

2. Date of Conveyance **7-8-25**
 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 **8-8-25**
 15. Book **52** Page **137**
 for **Swain** County.
 16. Does deed contain any special limitations, provisions or restrictions

DESCRIPTION OF PROPERTY:

"That whereas on the 17th day of May, 1924, W. S. Hunnicutt and wife Lo tie Hunnicutt, executed and delivered to the party of the first part a deed of trust conveying lands herein-after described, which deed of trust is of record in the office of the Register of Deeds of Swain County, in Book 14, page 217, and whereas default was made in the payment of the indebtedness secured by said deed of trust, and the holder of the notes so secured having requested the trustee to exercise the power conferred upon him by the terms of the said deed of trust and to advertise and sell said lands as provided in said deed of trust,

And whereas the said party of the first part did advertise said lands for sale at public auction according to the law and terms of said deed of trust and did pursuant to notice duly given sell said lands at public sale on the 22 day of June, 1925, to J. D. Wiggins for the sum of Five Hundred and Ten (\$510) Dollars he being the last and higher bidder at said sale, and whereas a report of said sale has been filed with the Clerk of the Superior Court of Swain County, N. C., for a period of more than 10 days and no exceptions thereto having been filed, and no offer having been made to raise said bid"

BEGINNING: On a white walnut on the East bank of Deep creek in the Corntassell line and runs thence West 20 poles to a pine on the top of Segman field ridge; thence up said ridge North 60 West 133 poles to a black gum; thence North 40 West 53 poles to a chestnut; thence East 106 poles to a chestnut oak; thence South 71 East 100 poles to a sourwood, W. A. Hunnicutt's corner; thence down Indian Grave ridge with the said W. A. Hunnicutt's line South 65 West 70 poles to a chestnut on the East bank of Deep creek; thence South 57 East 38 poles to the beginning, containing 49 acres, more or less.

Excepting from the above described land 12 acres more or less conveyed to Andrew Hunnicutt by C. C. Hunnicutt, same being described in a deed of conveyance from Nathan Worley et al to W. S. Hunnicutt and wife of even date with this conveyance.

NORTH CAROLINA PARK COMMISSION

ABSTRACT OF DEED OR GRANT

Grantors

In Preamble

As Signed

As Acknowledged

J. D. Wiggins and wife S. J. Wiggins	J. D. Wiggins and wife S. J. Wiggins	J. D. Wiggins and wife, S. J. Wiggins
E. Fox W. P. Shuler		

1. Kind of Conveyance **Warranty Deed**
 2. Date of Conveyance **8-1-25**
 3. Is it properly executed **Yes**
 4. Date of Entry and No.
 5. Before what Officer acknowledged **W.P.**
 6. Acknowledgments, regular **Yes**
 7. If irregular, copy in full on back
 8. Did all grantors acknowledge **Yes**
 9. Date of acknowledgment **8-1-25**
 10. Was privy examination of wife taken **Yes**
 11. Did officer affix Seal **No**
 12. Was order of probate correct **Yes**
 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**
 14. Date of filing for record **8-3-25**
 15. Book **50** Page **507** County.
 for **Swain**
 16. Does deed contain any special limitations, provisions
 or restrictions **All the right and
title acquired by Trustees Deed**

17. Habendum clause (Quote fully)

Exact Description of Property

BEGINNING: On a white walnut on the East bank of Deep creek in the Corntassell line, and runs thence West 20 poles to a pine on the top of Segman field ridge; thence up said ridge North 60 West 133 poles to a black gum; thence North 40 West 53 poles to a chestnut; thence East 106 poles to a chestnut oak; thence South 71 East 100 poles to a sourwood, W. A. Hunnicutt's corner; thence down Indian Grave ridge with the said W. A. Hunnicutt's line South 65 West 70 poles to a chestnut on the East bank of Deep creek; thence South 57 East 38 poles to the beginning, containing 49 acres, more or less.

There is excepted from the operation of this conveyance a certain tract of land containing 18 acres, more or less being the same land conveyed to Andrew Hunnicutt by C. C. Hunnicutt.

NORTH CAROLINA PARK COMMISSION

ABSTRACT OF DEED OR GRANT

In Preamble	As Signed	As Acknowledged
E. Fox and wife Mary Fox	E. Fox and wife Mary Fox	E. Fox and wife Mary Fox
W. P. Shuler		

Grantors

1. Kind of Conveyance Warranty Deed
 3. Is it properly executed Yes
 5. Before what Officer acknowledged N.P.
 7. If irregular, copy in full on back
 9. Date of acknowledgment 12-30-25
 11. Did officer affix Seal No
 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 parties of the second part, their heirs and assigns, to their only use and behoof forever.

2. Date of Conveyance 12-30-25
 4. Date of Entry and No.
 6. Acknowledgments, regular
 8. Did all grantors acknowledge
 10. Was privy examination of wife taken
 12. Was order of probate correct
 14. Date of filing for record 1-2-26
 15. Book 53 Page 94
 for Swain County.
 16. Does deed contain any special limitations, provisions or restrictions
 One-half undivided interest

Exact Description of Property

BEGINNING: On a white walnut on the East bank of Deep Creek in the Comtassell line, and runs thence West 20 poles to a pine on the top of Segman field ridge; thence up said ridge North 60 West 133 poles to a black gum; thence North 40 West 53 poles to a chestnut; thence East 106 poles to a chestnut oak; thence South 71 East 100 poles to a sourwood, W. A. Hunnicutt's corner; thence down Indian Grave ridge with the said W. A. Hunnicutt's line South 65 West 70 poles to a chestnut on the East bank of Deep creek; thence South 57 East 38 poles to the beginning, containing 49 acres, more or less.

There is excepted from the operation of this conveyance a certain tract of land containing 12 acres more or less, being the same land conveyed to Andrew Hunnicutt by C.C. Hunnicutt.

NORTH CAROLINA PARK COMMISSION

ABSTRACT OF MORTGAGE

(NORTH CAROLINA)

W. P. Shuler and wife
Allie Shuler

Mortgagor

to

Thurman Leatherwood

Mortgagee

Mark Jenkins

- Kind of instrument Deed of Trust
- Date of instrument 10-6-26
- Consideration \$ 250.00
- Maturity date 6-6-27
- Is it properly executed? yes
- Date acknowledged 10-18-26
- Before what officer acknowledged? J. P.
- Was privy examination of wife held? yes
- Date of filing for record 10-18-26
Reg. 2-10-28
- Recorded in Book 16 Page 155
 for Swain County.
- Does this instrument form a link in the chain of title no

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

DESCRIPTION OF PROPERTY

BEGINNING on a white walnut, East side of Deep Creek in Corn Tassell line and runs West 24 poles to a pine on top of Sigmund Field Ridge; then up said ridge North 60 West 133 poles to a black gum; thence North 40 West 53 poles to a chestnut; then East 106 poles to a chestnut oak; thence South 71 East 100 poles to a sourwood W. A. Hunnicutt corner; then down the Indian Grove ridge with said Hunnicutt's line South 65 West 70 poles to a chestnut on the East bank of Deep Creek; thence South 57 East 38 poles to the BEGINNING, containing 40 acres more or less.

Excepting from the afore described land 12 acres more or less conveyed to Andrews Hunnicutt same being described in Deed of conveyance Nathan Worley et al. to W. S. Hunnicutt and wife July 8, 1925.

NORTH CAROLINA PARK COMMISSION

ABSTRACT OF DEED OR GRANT

Grantors
Grantees

In Preamble

As Signed

As Acknowledged

W. P. Shuler and wife, Allie	W. P. Shuler P. A. Shuler	W. P. Shuler Allie Shuler
Mark Jenkins and wife, Josie Jenkins		

1. Kind of Conveyance Warranty 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 7-15-27
 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 aforessid tract or
 parcel of land and all privileges and appurtenances thereto be-
 longing to the said Mark Jenkins and wife Josie, their heirs and
 assigns to their only use and behoof forever.

Exact Description of Property

BEGINNING: On a white walnut on the East bank of Deep creek in the Corntassell line, and runs thence West 20 poles to a pine on the top of Segman field ridge; thence up said ridge North 60 West 133 poles to a black gum; thence North 40 West 53 poles to a chestnut; thence East 106 poles to a chestnut oak; thence South 71 East 100 poles to a sourwood, W. A. Hunnicutt's corner; thence down Indian Grave ridge with the said W. A. Hunnicutt's line South 65 West 70 poles to a chestnut on the East bank of Deep Creek; thence South 57 East 38 poles to the beginning, containing 49 acres more or less.

There is excepted from the above described land twelve acres more or less conveyed to Andrew Hunnicutt, same being described in a deed of conveyance from Nathan Worley and others to W. S. Hunnicutt and wife on July 8, 1925.

NORTH CAROLINA PARK COMMISSION

ABSTRACT OF MORTGAGE

(NORTH CAROLINA)

Mark Jenkins

Mortgagor

to

Thurman Leatherwood

Mortgagee

W. P. Shuler and wife**Allie Shuler**NOTE:—In deeds of trust give name of
third party.

1. Kind of instrument
2. Date of instrument Deed in Trust
3. Consideration \$ 7-15-27
4. Maturity date 440.00
5. Is it properly executed 7-15-28
6. Date acknowledged 7-15-27 yes
7. Before what officer 7-15-27
8. Was privy examination of wife held 9. S. C.
9. Date of filing for record
10. Recorded in Book 7-18-27 Page 16
for 52 County.
11. Does this instrument form a link in the chain of title? yes

DESCRIPTION OF PROPERTY

BEGINNING on a white walnut on the East bank of Deep Creek, in the Corn Tassel line, West 24 poles to a pine on top of Sigman Field Ridge; thence up said ridge North 60 West 133 poles to a Black Gum; North 40 West 53 poles to a chestnut; East 106 poles to a chestnut oak; South 71 East 100 poles to a sourwood, W. A. Hunnicutts corner; then down Indian Grave Ridge with W. A. Hunnicutts line, South 65 West 70 poles to a chestnut on East bank of Deep Creek; South 57 East 38 poles to the BEGINNING, containing 40 acres.

NORTH CAROLINA PARK COMMISSION

ABSTRACT OF MORTGAGE

(NORTH CAROLINA)

Mark Jenkins and
Josie Jenkins

Mortagor

to

Thurman Leatherwood

Mortgaggee

Crawford Dehart

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

1. Kind of instrument Deed in Trust
2. Date of instrument 9-16-27
3. Consideration \$ 250.00
4. Maturity date 1-16-27
5. Is it properly executed? Yes
6. Date acknowledged 9-20-27
7. Before what officer acknowledged? C. S. C.
8. Was privy examination of wife held? Yes
9. Date of filing for record 9-20-27
10. Recorded in Book 16 Page 87
for Swain County.
11. Does this instrument form a link in the chain of title? Yes

DESCRIPTION OF PROPERTY

Being the same land conveyed July 15, 1927 by W. P. Shuler
and wife Pallie Shuler said deed recorded in Deed Book #53 at page
550, Records of Deeds for Swain County, North Carolina to which
reference is hereby given for a more complete description of said
land. (said land conveyed to Mark Jenkins and wife by W. P. Shuler
and wife)

NORTH CAROLINA PARK COMMISSION

ABSTRACT OF DEED OR GRANT

In Preamble	As Signed	As Acknowledged
Grantors	Thurman Leatherwood Trustee	Thurman Leatherwood Trustee
Grantees	Tom Edwards	Thurman Leatherwood Trustee

1. Kind of Conveyance Deed
 3. Is it properly executed
 5. Before what Officer acknowledged V.P.
 7. If irregular, copy in full on back
 9. Date of acknowledgment 11-9-28
 11. Did officer affix Seal
 13. Does conveyance contain covenants—
 (a) of seizin None
 (b) power to convey
 (c) against encumbrances
 (d) against claims of all others
 17. Habendum clause (Quote fully) To have and to hold the said land and premises with all privileges and appurtenances thereto belonging unto the said Tom Edwards, his heirs and assigns in fee simple forever in as full and ample a manner as the said Thurman Leatherwood, Trustee, is authorized and empowered to convey the same.
 Exact Description of Property

"That whereas on the 15th day of July, 1927, Mark Jenkins executed and delivered unto the said Thurman Leatherwood, Trustee, a certain deed of trust which is recorded in the office of the Register of Deeds for Swain County in Book 16, page 52, Records of Deeds of Trusts

And whereas there was default in the payment of indebtedness thereby secured as therein provided, and under and by virtue of the authority conferred by said deed of trust, and in accordance with the terms and stipulations of the same, and after due advertisement as in said deed of trust prescribed and by law provided, the said Thurman Leatherwood, Trustee, did on the 17th day of September, 1928, at eleven o'clock A.M., expose to public sale the lands hereinafter described where and when Tom Edwards became the last and highest bidder for same at the price of Five Hundred (\$500) Dollars

And whereas said Trustee made a report of said sale to the Clerk of the Superior Court in accordance to law, and more than ten days having elapsed since the day of said sale and report to said Clerk and no ~~higher~~ bid for said land having been filed with said clerk and said purchase price of Five Hundred (\$500) having been arranged to be paid"

BEGINNING: On a white walnut on the East bank of Deep Creek in the Corntassel line, and runs thence West 24 poles to a pine on top of the Sigman Field ridge; thence up said ridge North 60 West 133 poles to a black gum; thence North 40 West 53 poles to a chestnut; thence East 106 poles to a chestnut oak; thence South 71 East 100 poles to a sourwood, W. A. Hunnicutts corner; thence down the Indian Grave ridge with the said W. A. Hunnicutts line, South 65 West 70 poles to a chestnut on the East bank of Deep Creek; thence South 57 East 38 poles to the beginning.

Containing forty acres, more or less.

NORTH CAROLINA PARK COMMISSION

ABSTRACT OF DEED OR GRANT

Grantors

In Preamble	As Signed	As Acknowledged
Thurman Leatherwood, Trustee	Thurman Leatherwood Trustee	Thurman Leatherwood Trustee
Crawford Deltart		

1. Kind of Conveyance Deed 2. Date of Conveyance 3-15-28
 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
 7. If irregular, copy in full on back 3-24-28 8. Did all grantors acknowledge
 9. Date of acknowledgment 3-24-28 10. Was privy examination of wife taken
 11. Did officer affix Seal No - Not necessary 12. Was order of probate correct
 13. Does conveyance contain covenants None 14. Date of filing for record 3-24-28
 (a) of seizin None 15. Book 54 Page 561
 (b) power to convey None for Swain County.
 (c) against encumbrances None 16. Does deed contain any special limitations, provisions
 (d) against claims of all others None or restrictions
 17. Habendum clause (Quote fully) To have and to hold the lands and premises and
all appurtenances unto the said Crawford Deltart, his heirs and
assigns forever.

Exact Description of Property

Being the lands conveyed to Mark Jenkins and wife by
 W. P. Shuler and wife by deed dated July 15th, 1927 and recorded
 in Book 53, page 550 of the records of Deeds of Swain County
 and fully described in deed in trust recorded in Book 16 at
 page 87 of deeds in trust.

N O T E: This deed recites deed in trust executed by
 Mark Jenkins and wife on September 16, 1927, and recorded in
 book 16 at page 87 of the records of Deeds in trust and default
 in payment of indebtedness secured thereby and advertisement and
 sale on March 8, 1928, when Crawford Deltart became the last and
 highest bidder.

NORTH CAROLINA PARK COMMISSION

ABSTRACT OF DEED OR GRANT

	In Preamble	As Signed	As Acknowledged
Grantors	Mark Jenkins and wife Josie Jenkins	Mark Jenkins Josie Jenkins	Mark Jenkins Josie Jenkins
Grantees	C. H. Nott and wife, Gertrude Davis Nott.		

1. Kind of Conveyance Deed
 2. Date of Conveyance 5-1-33
 3. Is it properly executed Yes
 4. Date of Entry and No.
 5. Before what Officer acknowledged W. P. S.
 6. Acknowledgments, regular Yes
 7. If irregular, copy in full on back
 8. Did all grantors acknowledge Yes
 9. Date of acknowledgment 5-1-33
 10. Was privy examination of wife taken Yes
 11. Did officer affix Seal Yes
 12. Was order or probate correct Yes
 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, except
as to first tract, which is subject
to a right of way
 14. Date of filing for record 5-14-33
 15. Book 54 Page 562
 for Lincoln County.
 16. Does deed contain any special limitations, provisions
 or restrictions

17. Habendum clause (Quote fully) To have and to hold the above described tracts
of land with all privileges and immunitiess, unto the said parties
of the second part, their heirs and assigns forever.

Exact Description of Property

This deed conveys three tracts:

First Tract: Conveys land conveyed to Mark Jenkins by deed dated July 15, 1927 and recorded in Book 55, page 550.

Second Tract: Covers thirty acre tract conveyed by W. A. Sunnicutt and wife to W. C. Randall, dated May 21, 1927.

Third Tract: Fifteen acres conveyed by G. W. Jenkins and wife to W. A. Sunnicutt by deed dated August 21, 1928, and recorded in Book 45, page 476.

The second and third tracts being also, the same lands conveyed by W. C. Randall to Mark Jenkins and wife by deed dated July 20, 1927 and recorded in Book 55, page 5.

NORTH CAROLINA PARK COMMISSION

ATTORNEY'S CERTIFICATE AND OPINION

Tract No. 166.

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.....:

T. J. Edwards

(formerly C. B. Mott)

16 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 judgment in favor of J. L. Reeves and H. W. Tidmarsh against Tom Edwards, dated February 22, 1929, Book 11, page 94 of the Judgment Docket of Swain County, for \$135.00 with interest from August 15, 1929 and costs.

3. Subject to the effect of the deed in trust executed by W. P. Shuler and wife to Thurman Leatherwood, trustee for Mark Jenkins dated October 6, 1926 to secure \$250.00. The facts relating to this are fully discussed in the Analysis of title.

4. Subject to three-fourths mineral interest outstanding in W. P. Shuler. See Abstract of Title to Tract No. 149 in which he reserved this interest in conveying to C. W. Jenkins.

5. And also subject to a one-fourth mineral interest originally reserved under Grant No. 567 to Love, Battle and Welch now outstanding in the Love heirs.

I.J. Edwards
Judgments

Bank 11 page 86

Mercantile Supply Co.
N.Y.

I.J. Edwards	
July	\$ 59.48
Court	4.05
Int.	4.16
	<u>\$ 67.69</u>

Bank 11 - page 94

J.L. Reeves & H.W. Johnson
N.Y.

I.J. Edwards	\$ 135.00
July	
Court	3.80
Int	8.77
	<u>\$ 147.57</u>

1928	Taylor	8.45	67.69
1929	"	1035.	18.80
		<u>1990</u>	<u>\$ 234.06</u>

250

254

484

135
67
810

a/m

15.948

7

41636

NORTH CAROLINA PARK COMMISSION

ATTORNEY'S CERTIFICATE AND OPINION

Tract No. 166.

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.....:

G. B. Nott, now T. J. Edwards.

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. Subject to Taxes.

*On**TR**make out to T. J. Edwards,*