The good will of the business of the Company on th epremises de scribed above, and all its right title nd interest to and in trade names. trademarks and licenses.

H. All other fixed properties and real estate, interests in real estate, including timber and timber rights, privileges and licenses, and all lease-nold and other similar contract rights and interests situated or owned by the Company in Watauga and Avery

Counties Together with all rights of way and other rights, licenses and privileges owned by the Company and connected with the operation of the above properties.

SECOND GROUP OR PARCEL

Cherokee County All properties situated in Cherooffered for saie, as a whole, at the kee Timber Company, and all rights Courthouse door in the Town of title and interest in and to trade Murphy, Cherokee County, on January 9, 1923, at 12 o'clock noon,

A. The saw mill and lumber man facturing plant of the Company sitated in Murphy, Cherokee County, pon the lands hereinafter described, maisting of one single band saw

the Indenture as "Parcel Number Company, approximately five acres, dated March 12,1919, and registered in said Register's office, in Book No.

22 of deeds, page 308;

4. Deed, Lee Presnell and wife to Beach Mountain Lumber Company, approximately 31 acres, dated pany, approximately 31 acres, dated April 27, 1920, and registered in said Register's office, in Book No.

Deeds, page 317. See also contract registered in said Register's office, Book of Liens No. 2, page 22;
12. Deed, N. A. Presnell and wife to Book one Fork Lumber Company, approximately forty eight (48) to the mouth of Davis Creek; thence up said creek about five miles to the mouth of Davis Creek; thence in gabut one and one-half miles to the mouth of Hanging Dog Creek; thence up said creek about five miles to the mouth of Hanging Dog Creek; thence up said creek about five miles to the mouth of Hanging Dog Creek; thence up said creek about five miles to the mouth of Davis Creek; thence up said creek about five miles to the mouth of Davis Creek; thence up said creek about five miles to the mouth of Davis Creek; thence up said creek about five miles to the mouth of Davis Creek; thence up said creek about five miles to the mouth of Davis Creek; thence up said creek about five miles to the mouth of Davis Creek; thence up said creek about five miles to the mouth of Davis Creek; thence up said creek about five miles to the mouth of Davis Creek; thence up said creek about five miles to the mouth of Davis Creek; thence up said creek about five miles to the mouth of Davis Creek; thence up said creek about five miles to the mouth of Davis Creek; thence up said creek about five miles to the mouth of Davis Creek; thence up said creek about five miles to the mouth of Davis Creek; thence up said creek about five miles to the mouth of Davis Creek; thence up said creek about five miles to the mouth of Davis Creek; thence up said creek about five miles to the mouth of Davis Creek; thence up said creek about five miles to the mouth of Davis Creek; thence up said creek about five miles to the mouth of Davis Creek; thence up said creek about five miles to the mouth of Davis Creek; thence up said creek about five miles to the mouth of Davis Creek; thence up said creek about five miles to the mouth of Davis Creek; thence up said creek about five miles to the mouth of Davis Creek; thence up said creek about five miles to the mouth of D

approximately sixty-six (66) scress and seventy-six (76) rods, datad seventy-six (76) rods, datad in said Register's office for Waxanga (Coanty, Book No. 29 of Deeds, page 19. See also comment registered in said Register's office, Book No. 27 of Deeds, page 236.

The interest of the Company in and to any and all rail, all rolling stock Boone Fork Lumber Company, \$1. Summers Hardware Company, a Corporation, Locket Bros. Company, a corporation, and H. T. Hacking the Company at time of execution of said Indentures, or therefore the company at time of execution of said Indentures, Company, a corporation, and H. T. Hacking gether with all rights of way owned by the Company at time of execution of said Indentures, or therefore the case at the cas

1. Deed, W. S. Whiting and wife, dated January 9, 1915, and registered in the Register's office of Chewill be demanded until the Company rokee County, in Book No. 29 of is re-organized (by sale of properties Deeds, page 98; 2. Deed, Chas. H. Thompson and

wife, dated July 5, 1917, and registered in said Register's office, Book No. 73 of Deeds, page 498;

3. Deed, W. R. Hopkins and wife dated October 16, 1919, and regis tered in said Register's office, . 77 of Deeds, page 159; for 1921.

4. Deed, Leonard K. and wife, dated November 18, 1919, and registered in said Register's of-fice, in Book No. 77 of Deeds, page 157

E. The good will of the business properties situated in Chero-of the Company under its present aunty in said State will be so name, or under the name of Chero

names, trademarks and licenses.
F. All othed fixed properties and said properties and assets being real estate, or interests in real estate in said County of Cherokee, in to become due, by the Boone Fork cluding timber and timber rights, privileges and licenses, and lease hold and other similar contract rights and interests situated and owned by the Company in said County.

fourth of an acre, expiring five years from date.

C. Private railroad of the Company in Cherokee County, surveyed and partly constructed, beginning at the mill and lumber manufacturdated April 5, 1921, and registered in said Register's office, in Book No. 28 of Deeds, page 55;

11. Deed, N. S. Burton et ai. to Boone Fork Lumber Company, approximately one hundred eleven and one-half (111-1-2 acres, dated September 1, 1921, and registered in office of Register of Deeds for said Avery County, in Book No. 13 of Deeds, page 317. See also contract registered in said Register's office, in Book No. 13 of Deeds, page 317. See also contract registered in said Register's office, in Book No. 13 of Deeds, page 317. See also contract registered in said Register's office, in Book No. 13 of Deeds, page 317. See also contract registered in said Register's office, in Book No. 13 of Deeds, page 317. See also contract registered in said Register's office, in Book No. 13 of Deeds, page 317. See also contract registered in said Register's office, in Book No. 13 of Deeds, page 317. See also contract registered in said Register's office, in Book No. 13 of Deeds, page 317. See also contract registered in said Register's office, in Book No. 13 of Deeds, page 317. See also contract registered in said Register's office, in Book No. 13 of Deeds, page 317. See also contract registered in said Register's office, in Book No. 13 of Deeds, page 317. See also contract registered in said Register's office, in Book No. 13 of Deeds, page 317. See also contract registered in said Register's office, in Book No. 13 of Deeds, page 317. See also contract registered in See No. 13 of Deeds, page 317. See also contract registered in said Register's office, in Book No. 13 of Deeds, page 317. See also contract registered in registered in See No. 13 of Deeds, page 317. See also contract registered in registered registered registered registered registered registered registered

statutes) by the following provided in deed. Interest on the balance is paid to December 1, 1921, A. Hambieton and W. W. Miller, re or otherwise) and its successor or successors, are ready to cut the timber, when the payment of arrears in will be required.

\$3,203,80 claimed by the State of North Carolina as tax on the ex- ties and assets of said defendant cess valuation of the capital stock which had theretofore come into of Boone Fork Lumber Company

8. \$1,863.30 claimed by the State of North Carolina as franchise tax due by the Company for 1922. 9. Federal Taxes. Income cax of

Boone Fork Lumber Company for year 1920, \$10,095.18. Boone Fork Lumber Company, apital stock tax for the year end-

ing July 1, 1922, assessed as of July 1921, \$647.46. 10. Any and all Federal, State County and Municipal taxes due, or

Manufacturing Company for 1921 TERMS OF SALE All properties will be sold for ash to the highest bidder or bidders, subject to confirmation, excepting Merric that, if desired, the court may accept place.

to the receivers.

DUFF MERRICK JOHN A. HAMBLETON J. V. ERSKEVE, Auctioneer.

NOTICE OF PUBLIC SALE OF CERTAIN OF THE PROPERTIES OF BOONE FORK MANUFACTUR-ING COMPANY.

Receivers' Sale Under Creditors

Bill By virture of an order and de

page 19. See also contract registered in said Register's office, Book No. 27 of Deeds, page 236.

F. All right, title and interest in and to a tract of land containing approximatly seventy (70) acres, contracted to be conveyed to W. S. Whiting by L. W. Johnson and wffe, Feburary 14, 1919, registered in the Register's office for Watauga Coun, by in Book No. 21 of Deeds, page 626, which contract has heretofore been assigned to the Company. A balance of \$500.00 purchase money, with interest, remains unpaid on Abis the Cherokee Timber Company with interest, remains unpaid on Abis the Cherokee Timber Company, with interest, remains unpaid on Abis the Cherokee Timber Company, with interest, remains unpaid on Abis the Cherokee Timber Company, with interest, remains unpaid on Abis the Cherokee Timber Company, with interest, remains unpaid on Abis the Cherokee Timber Company of the Polary of the State of North Carolina as franchise tax do North Carolina as franchise tax discussed to find the Polary of th ceivers, were directed to, and turn over and deliver to said Duff Merrick and John A. Hambleton al and singular those certain proper ties of the Company situated in said State and conveyed in said mortgage said Whiting, Hambleton and Miller receivers aforesaid, however retain ing possession of all other proper ties and assets of said defendant ject to the lien of the mortgage a foresaid.

By an order dated November 7 1922, said Whiting, Hambleton and Miller, receivers as aforesaid, were ordered and directed to sell all the properties and assets of the Company remaining in their possession and situated in said State of North Carolina, and not covered by the lien of the mortgage aforesaid, ex cepting cash on hand, choses in act ion, securities, manufactured lumbe and notes and accounts receiveable free, clear and discharged of and from all liens and claims. Subsequently the said W. S. Whiting re signed as such receiver and Duff Merrick has been appointed in his

MOTICE OF PUBLIC SALE

(Construed from page 81)

Trusteen, by deed and contract of September 1, 1920, the time to cut and remove varieties, and the register of the estard bollers, one stationery station, two twenty-one charging station of the properties and while the properties and coverage of the charging station of the propert

Agril 27, 1920, and recitioned in said Register's office, in Book No.

5. Deed, J. R. Phillips and wffeet of the lessee therein, of participation of the lessee therein, of the lessee, of the lessee therein, of the l

said Counties of Watauga and Avery, determined and offered by the

receivers: (b) Upon all items situated in said Counties of Watauga and Avery

in the aggregate; (c) At the sale to be made in Murphy, upon any items situated in said County of Cherokee, separately or in lots as said lots may be determined and offered by the precisers;
(d) Upon all items situated in said County of Cherakee in the aggregate.

As alone mentioned, the items to be offered the too varied and num to be a red oned, the items cree of the District Court of the United States for the Western District of North Carolina, dated April 22, 1922, and entered in the case of:

"Summers Hardware Company, a Corporation, Locket Bros. Company, a corporation, and H. T. Hack-

pany, a corporation, and H. T. Hackney Company, a corporation, Plaintiffs, vs. Boone Fork Manufacturing

Local Company of the main of the main of the control of the main of the main of the control of the main of the main of the control of the main of the main of the control of the main of six desks, three tables survey chairs, three filing cabinets

compensator.
LOT No. 2, WATAUGA COUNTY.
Household furniture, log camp equipment and bungalow equipment at Shulls Milis mill and plant consisting of one hundred sixteen beds vith necessary springs, mattresses sheets, blankets, comforts, pillow and pillow cases, large number of towels, sundry napkins, six ranges and sundry heating stoves, chairs, tables, curtains, shades, pitchers, basins, dishes, spoons, knives, forks phonograph, glasses, kettles, pans, pots, buckets, kitchen utensils, rugs toois, lamps, chimneys, pantry equipment, laundry equipment, etc., in sufficient quantities to supply the normal requirements for the operation of the mill and plant.

LOT No. 3, WATAUGA COUNTY Logs in pond at the Shulls Mills mill and plant, consisting of approx imately 2,200,000 feet, chiefly of chestnut and oak, but including hemock, spruce and maple, and smaller footages of poplar, ash and other

LOT No. 4, WATAUGA COUNTY. Commissary equipment and sup-pliesat Shulls Mills mill and plant consisting of store equipment, cases, stoves, pumps, shelves, scales, cut-ters, files, cash register, etc., and the stock of supplies in said commissary

hold equipment, also sundry harness and stables supplies. LOT No. 8, CHEROKEE COUNTY.

Horses and cow. Fourteen head of horses and one cow at Murphy mill

LOT No. 9, CHEROKEE COUNTY. Commissary supplies, in small quantity, at the Murphy mill and plant, we have of your, preserves, soap.

Logs at damp in woods near Mur-oby mill and plant, consisting of ap-proximately 1.153,000 feet, chiefly chestaut, oak and hemlock, and inluding poplar, bass, maple and other

The receivers will require from each bidder, where bid shall be accepted, a deposit to each, or by certified check satisfactory to the receivers, to an amount equal to ten pen cent, of the area at of each bid, which deposit deal be retained until the sales having been metal upon by the Court. Deposits made on account of sales confirmed will be excluded a such sales respectively, and the manner of the porchare price will then become due and payable. The receivers may adjourn any of the above offerings from time to time, by notice appropriately given at the time and place appointed for such offerings or adjourned offersuch offersuc

such offerings or adjourned offer-ings and without farther notice or publication, utless the receivers deem it advisable to make same, and may proceed with the offering upon the adjourned dates without further no-

Upon the conclusion of all of the offerings, the receivers will report same to the Court, which may ac-cept or reject and bid so reported and confirm any bid so accepted, whether of a part, or of all or of any of said properties so offered for saie, and, if the sales of any of said properties and assets are not confirmed, any and every deposit made on account of any such sale not confirmed will be returned to the bidfer or bidders making same, and those properties and assets, the sales of which are not confirmed, will be again offered for sale mon terms and conditions as the Court may direct.

if the Court shall accept any such bid or bids and shall confirm such ale or sales—the purchaser or pur-chasers shall pay the balance of the surchase price in cash, with the right on the part of the receivers, if de-ferred payments are desired, to acept one-third payable in cash, one-bird payable in six months and onethird payable in twelve menths. Any and all deferred payments shall be represented by the notes of the purchaser or purchasers, with such se-nerty by way of endorsement or indersements, or collateral deposital therewith, as shall be satisfactory o the receivers and approved by the Court, and shall bear interest at the rate of six per cent per annum from heir dates until paid. Upon confirmation of sale and up-

payment of the purchase price, the receivers will transfer and turn over to the purchaser or purchasers the properties and assets bought, Picture Show equipment at Shall from and claims and claims. Mills mill and plant consisting of benches, stove and equipment, screen, and perform all acts necessary to release the claim of the receivers and to vext unincumbered title in the

purchaser or purchasers, but shall ot assume the duties or expenses of delivering the properties and assets bought The Court, contemporaneously with the order of sale berein, passed

an order of sale in foreclosure pro-ceedings heretofore instituted against the Company by Commerce Trust Company, trustee under the mortgage by the Company of certain of its properties, and the mort-gaged properties have also been or-dered sold by the Court, and, for the purpose of giving opportunity to the purchaser or purchasers under said foreclosure order of sale to bid for the properties and assets sold hereunder, it was ordered that the receivers herein might conduct the offerings and sale or sales herein, at the same time or times and places as the sale or sales to be conducted under the said foreclosure order of sale, and the offerings herein provided for will, therefore, be conducted at or about the same time as the

ed at or about the same time as the sales of the mortgaged properties. JOHN A. HAMBLETON W. W. MILLER DUFF MERRICK,

Receivers. J. V. ERSKINE, Auctioneer.