

NOTICE OF SALE

In the District Court of the United States for the Western District of North Carolina—Suncrest Lumber Company, vs. James E. Rector.

By virtue of a decree made by the District Court of the United States for the Western District of North Carolina, on the 11th day of August, 1925, in the above-entitled cause, I, as Commissioner and Special Master appointed for such purposes by said decree, will offer for sale at public auction to the highest bidder for cash

All the following described tracts or parcels of land, lying and being in Haywood County, North Carolina, bounded and described as follows, to-wit:

FIRST:

The lands owned by the Suncrest Lumber Company within the drainage of Big Creek and Pigeon River, bounded on the North and West by Great Smoky Mountain Divide and the State Line between the State of North Carolina and Tennessee; on the South by the County line between Haywood and Swain Counties, North Carolina, which runs along the top of the Balsam Mountain to the dividing ridge between the headwaters of Big Cataloochee of Pigeon River and Big Creek of Pigeon River; thence along the top of this dividing ridge between the headwaters of Big Cataloochee of the Pigeon River and Big Creek of Pigeon River and Little Cataloochee of Big Cataloochee of the Pigeon River to the dividing ridge between Laurel Fork of Big Creek of Pigeon River and Big Creek of Pigeon River; on the east by this dividing ridge between Laurel Fork of Big Creek of Pigeon River and Big Creek of Pigeon River.

SECOND:

Such land constituting the town site of Crestmont which lies within the boundaries of Big Creek of Pigeon River to which the Suncrest Lumber Company now has valid title.

THIRD:

What is known as Mt. Sterling Tract of land of fourteen hundred (1400) acres, more or less, which lies adjacent to and is bounded on the West by the dividing ridge between Laurel Fork of Big Creek of Pigeon River and Big Creek of Pigeon River, and on the south by the dividing ridge between Little Cataloochee of Big Cataloochee of Pigeon River and Laurel Fork of Big Creek of Pigeon River, and on the East by the County Road and certain inholdings as shown by maps of the Suncrest Lumber Company.

The said Crestmont Townsite being located within the first parcel or tract of land above described; and the descriptions of all the land described the first, second and third tracts herein mentioned being more specifically described with the lines marked in red pencil and black ink in the two blue prints hereto attached and made part hereof.

The above descriptions are intended only to embrace the land in the boundaries mentioned to which the Suncrest Lumber Company has a good title, and all inholdings and lands owned by third parties are not intended to be included.

Excepting and reserving, however, to the Suncrest Lumber Company, its successors and assigns, the undivided one-half of, in and to all minerals, oil and gas contained in or under the said land, with the right to explore for, produce, carry away, transport and market the same in the usual and ordinary manner,—provided that the Suncrest Lumber Company, its successors and assigns, shall not mine, produce, market or remove from said premises any of the said oil, gas or minerals so long as the said grantee, his heirs and assigns, shall use the premises hereby conveyed exclusively for the purpose of a pleasure club or as a hunting and fishing preserve; it, however, being fully understood and agreed between the parties hereto that the Suncrest Lumber Company shall have the right to prospect, investigate, search for, explore for, discover, and satisfy itself in the usual and ordinary way or manner in practice or vogue for so doing, whether or not any minerals, oil or gas exist or can be found on or in said land.

The said premises being a part of the same premises conveyed by the Champion Fibre Company, et al., to the Suncrest Lumber Company by Deed dated December 17th, 1918, and duly recorded in the office of the Register of Deeds for Haywood County, in Deed Book No. 52, page 81.

Together with the railroad and equipment running from Crestmont down Big Creek to the Junction with the Tennessee & North Carolina Railway, together with all personal property of every character now on the above described premises, except such personal property as appears on the inventory hereto attached, all of which said property as so inventories is hereby expressly excepted from this conveyance.

It is understood and agreed that the Suncrest Lumber Company shall have the right to store the personal property owned by it and hereby reserved and now located upon the above described premises, at the place where the property is now located, or such other place as may be convenient to the Suncrest Lumber Company, for the terms of one year from the date, without cost or expense to the Suncrest Lumber Company, and that on the expiration of said one year, or at such other time prior to the expiration thereof, the said Suncrest Lumber Company shall have the right to load the said personal property upon railroad cars and remove the same from said premises over the Railroad track now constructed and hereby agreed to be sold; it being understood that the said party of the second part expects to maintain said railroad for the purpose of transporting supplies over the same. It is also understood that no charges shall be made for transportation of the personal property herein reserved over said railroad. It is understood that the title conveyed by this Deed shall be such title as was acquired in and to said lands by the Suncrest Lumber Company at the public sale thereof under the foreclosure proceedings in the case of the Provident Life & Trust Company, Trustee, against Champion Lumber Company, et al., in the District Court of the United States, for the Western District of North Carolina, wherein a certain mortgage given by the said Champion Lumber Company to the Provident Life & Trust Co., at al., was foreclosed, and the sale made in accordance with and pursuant to a decree of said court and it was also intended to except and reserve from this sale any and all lands or premises heretofore conveyed by the Suncrest Lumber Company to any other parties.

Inventory of Personal Property, Machinery and Switches of the Suncrest Lumber Company at Crestmont, North Carolina, Reserved from, and Not Included in This Sale.

- 1—10x12 Clyde Overhead Cableway Skidder.
- 1—10x10 Lidgerwood Overhead Cableway Skidder, Tilting Spar.
- 1—Hotel Burton Range, two fire boxes, canopy and 100 gal.
- 1—Diamond Match Company Cut-off Saw.
- 1—No. 239 Berlin Hand Rip Saw.
- 1—No. 2 America Hand Rip Saw.
- 1—Home Made Hand Rip Saw.
- 1—No. 2 Standard Tieing Machine.
- 1—14x3x12x3x10x1 7-16 Bore Solid Cast Iron Step Pulley.
- 1—9x8½x1 15-16 Bore Steel Split Pulley.
- 1—22x6½x1 15-16 Bore Steel Split Pulley.
- 1—22x12x1 15-16 Bore Solid Cast Iron Pulley.
- 1—32x9x2 7-16 Bore Solid Cast Iron Pulley.

2—14x10½x1 15-16 Bore Solid Cast Iron Pulley.	
1—22x12½x2 15-16 Bore Solid Cast Iron Split Pulley.	
1—14x4x1 7-16 Bore Solid Cast Iron Pulley.	
1—9x8½x1 15-16 Bore Steel Split Pulley.	
1—9x3½x1 7-16 Bore Solid Cast Iron Pulley.	
1—8x4½x1 11-16 Bore Solid Cast Iron Pulley.	
1—6x2½x1 11-16 Bore Solid Cast Iron Pulley.	
1—24x6½x1 15-16 Bore Solid Cast Iron Pulley.	
1—10x4½x3 3-16 Bore Solid Cast Iron Pulley.	
1—10x83x6x3x1 7-16 Bore Solid Cast Iron Pulley.	
1—10x4½x3 3-16 Bore Cast Iron Split Pulley.	
1—6x4x1 3-16 Bore Solid Cast Iron Pulley.	
1—8x3x3 3-16 Bore Solid Cast Iron Pulley.	
1—46x22x2 7-16 Bore Solid Cast Iron Pulley.	
1—56x9x3 3-16 Bore Solid Iron Pulley.	
1—36x9x2 15-16 Bore Wood Split Pulley.	
1—54x13x3 3-16 Bore Solid Cast Iron Pulley.	
1—58x13x2 15-16 Bore Solid Cast Iron Pulley.	
1—53x14x2 15-16 Bore Wood Split Pulley.	
1—60x10½x1 15-16 Bore Wood Split Pulley.	
1—30x15x2 15-16 Bore Solid Cast Iron Pulley.	
1—50x11x2 15-16 Bore Solid Cast Iron Pulley.	
1—60x11x2 15-16 Bore Steel Split Pulley.	
1—36x13x3 3-16 Bore Steel Split Pulley.	
1—16x8½x1 15-16 Bore Wood Split Pulley.	
1—12x4½x2 15-16 Bore Wood Split Pulley.	
3-2 15-16 Flat Boxes.	
7-2 7-16 Flat Boxes.	
2-1 11-16 Flat Boxes.	
2-3 3-16 Flat Boxes.	
11-1 15-16 Post Boxes.	
3-2 15-16 Post Boxes.	
1—Sprocket Wheel 16x4"x1 15-16 Bore 9 Tooth 5¼ Pitch.	
1—Sprocket Wheel 16"x11½ 15-16" Bore 9 Tooth 5¼ Pitch.	
1—Sprocket Wheel 18"x4x2 15-16 Bore 10 Tooth 5¼ Pitch.	
1—Spur Gear 32x4x2 7-16 Bore 65 Tooth 1½ Pitch.	
2—Sprocket Wheels 6"x1¼x1½ Bore 12 Tooth 1½ Pitch.	
1—Floor Stand with Box 2 15-16 Bore.	
5—Floor Stands with Box 2 3-16 Bore.	
1—Floor Stand with Box 2 15-16 Bore	
1—Floor Stand with Box 1 ½ Bore.	
1—Floor Stand with Box 1 7-16 Bore.	
1—Floor Stand with Box 2 ¼ Bore.	
1—Mortice Bevel Gear 20"x6x2 15-16 Bore 31 Tooth 1½ Pich.	
1—Mortice Bevel Gear 33"x8x3-16 Bore 48 Tooth 1½ Pich.	
2-2 3-16" Couplings.	
2 Pes. Shafting 3 3-16 20 ft. to each shaft-total 40 ft.	
1Pe. Shafting 1½"x3".	
5—Sets Collars 1 15-16.	
2—Sets Collars 3 3-16.	
1—Return Trap.	
	<b>Machine Shop.</b>
1—10x16 Hart Engine.	
1—Gasoline Station Engine.	
	<b>Office.</b>
1—Roll Top Desk.	
1—No. 2 Burnside Heater.	
1—Office Chair.	
Said sale will be made on the 1st day of March, 1926, between the hours of 12 noon and one o'clock P. M. at the Court House door in the Town of Waynesville, County of Haywood, State of North Carolina.	
Said sale will be made subject to confirmation by the Court and upon confirmation by the Court the purchase price will be immediately paid in cash and a deed will be executed to the purchaser by the undersigned, conveying to the purchaser in fee simple, the lands hereinbefore described, free from all claims, liens, encumbrances, and possession of said property will be delivered to the purchaser upon confirmation of said sale by the Court and upon the payment of the purchase price in cash at the time of the delivery of said deed.	
This, the 26th day of January, 1926.	
	R. G. ROGERS, Commissioner and Special Master.
Thomas S. Rollins, Attorney for Commissioner and Special Master.	Feb 25
Settlement with P. V. Massey, County Treasurer from December 1st, 1924, to October 20th, 1925.	
	<b>General Fund.</b>
<b>Receipts.</b>	
1924	
Dec. 1st. To receipt T. W. Ferguson	\$ 272.33
Dec. 1st. To receipt T. L. Gwyn	150.00
Dec. 5th. To receipt J. F. Cabe	2,000.00
1925.	
Jan. 5th. To receipt J. F. Cabe	2,000.00
Jan. 17th. To receipt Stacy Wade	69.10
Jan. 27th. To receipt J. F. Cabe	3,000.00
Jan. 31st. To receipt J. F. Cabe	3,000.00
Feb. 10th. To receipt State Board Charities	45.00
Mar. 2nd. To receipt County Home	85.00
Mar. 14th. To receipt C. A. Haynes	197.80
May 29th. To receipt C. A. Haynes	214.20
June 2nd. To receipt John A. Plott	100.00
June 11th. To receipt James Corbin	8.00
June 17th. To receipt State Board Charities	45.00
June 24th. To receipt J. F. Cabe	1,100.00
July 20th. To receipt J. F. Cabe	1,500.00
Aug. 13th. To receipt J. F. Cabe	2,500.00
Aug. 27th. To receipt John Carton	8.00
Sept. 30th. To receipt J. F. Cabe	2,299.87
Sept. 30th. To receipt J. F. Cabe	6,042.79
	<b>\$24,754.21</b>
To amount to balance (overdraft)	8,921.46
	<b>\$33,675.67</b>
By amount paid on vouchers	\$33,509.01
By pro-rata part treasurer's salary	166.66
	<b>\$33,675.67</b>
	<b>County Road Fund.</b>
<b>Receipts.</b>	
1924	
Dec. 1st. To receipt T. W. Ferguson	\$ 27,888.33
Dec. 4th. To receipt Sheriff Madison County	39.00

Dec. 5th. To J. F. Cabe	2,000.00
Dec. 11th. To receipt Homer Cagle	50.00
1925.	
Jan. 5th. To receipt J. L. Palmer	8.00
Jan. 27th. To receipt J. F. Cabe	3,000.00
Jan. 31st. To receipt J. F. Cabe	3,000.00
Mar. 2nd. To receipt J. F. Long	15.00
Mar. 2nd. To receipt Bond issue	50,020.00
Mar. 9th. To receipt J. F. Cabe	1,000.00
Mar. 2nd. To receipt Note, Bray Bros.	18,000.00
Mar. 21st. To receipt Note, Bray Bros.	25,000.00
Apr. 6th. To receipt Note, Bray Bros.	10,000.00
Apr. 24th. To receipt Wilson Construction Co.	1,608.45
May 29th. To receipt Bond issue	100,871.46
June 1st. To receipt C. S. Green	248.00
June 1st. To receipt J. T. Pressley	116.00
June 1st. To receipt Medford Leatherwood	276.00
June 1st. To receipt J. L. Palmer	32.00
June 1st. To receipt J. H. McElroy	48.00
June 1st. To receipt T. G. Sorrells	1,145.75
June 1st. To receipt W. W. Green	703.00
June 1st. To receipt H. P. Ledbetter	7.00
June 1st. To receipt J. C. Caldwell	6.00
June 1st. To receipt D. R. McCracken	160.00
June 1st. To receipt F. G. Davis	52.00
June 2nd. To receipt John A. Plott	36.00
June 9th. To receipt W. A. Medford	328.00
June 9th. To receipt W. A. Medford	38.00
June 24th. To receipt J. F. Cabe	1,100.00
July 6th. To receipt J. C. Caldwell	16.00
July 6th. To receipt John A. Plott	50.00
July 20th. To receipt J. F. Cabe	1,500.00
Aug. 3rd. To receipt C. S. Green	4.00
Aug. 13th. To receipt J. F. Cabe	2,500.00
Sept. 9th. To receipt interest on time certificates	361.67
Sept. 30th. To receipt J. F. Cabe	10,467.23
	<b>\$262,815.89</b>

<b>Disbursements.</b>	
By amounts disbursed by voucher, coupons and bonds	\$206,165.72
By Treasurer's pro-rata part of salary	166.66
By balance on hand	56,483.51
	<b>\$262,815.89</b>

<b>Sinking Fund.</b>	
<b>Receipts.</b>	
1924	
Dec. 1st. To receipt of T. W. Ferguson	\$ 801.85
Dec. 5th. To receipt of J. F. Cabe	4,000.00
1925.	
Jan. 5th. To receipt of J. F. Cabe	2,000.00
Jan. 27th. To receipt of J. F. Cabe	10,000.00
Jan. 31st. To receipt of J. F. Cabe	10,000.00
Mar. 13th. To receipt of J. F. Cabe	496.24
Mar. 23rd. To receipt of J. F. Cabe	500.00
Apr. 10th. To receipt of J. F. Cabe	2,000.00
May 9th. To receipt of J. F. Cabe	3,000.00
June 24th. To receipt of J. F. Cabe	2,000.00
July 20th. To receipt of J. F. Cabe	3,000.00
Aug. 13th. To receipt of J. F. Cabe	5,000.00
Sept. 30th. To receipt of Discoveries, 1922-1923	4,401.46
	<b>\$47,199.55</b>

<b>Disbursements.</b>	
By amounts disbursed on vouchers, bonds and coupons	\$46,313.12
By pro-rata part Treasurer's salary	333.33
By balance on hand	553.10
	<b>\$47,199.55</b>

<b>Cataloochee Road Fund.</b>	
<b>Receipts.</b>	
1924	
Dec. 1st. To receipt of T. W. Ferguson	\$17,082.27
1925.	
Sept. 30th. To receipts of J. F. Cabe	2,340.51
	<b>\$19,422.78</b>

<b>Disbursements.</b>	
By amount disbursed by vouchers	\$16,574.83
By balance on hand	2,847.95
	<b>\$19,422.78</b>

<b>Bridge Fund.</b>	
<b>Receipts.</b>	
1924	
Dec. 1st. To receipt of T. W. Ferguson	\$360.00
By amount disbursed	208.00
By balance on hand	152.00
	<b>\$360.00</b>

<b>School Fund.</b>	
<b>Receipts.</b>	
1924	
Dec. 1st. To receipt of T. W. Ferguson	\$ 3,776.53
Dec. 5th. To receipt of J. F. Cabe	6,000.00
Dec. 5th. To receipt of B. R. Lacy	19.98
Dec. 10th. To receipt of J. H. Kuykendall	82.39
Dec. 22nd. To receipt of J. F. Cabe	5,000.00
Dec. 24th. To receipt of borrowed money (Bray Bros)	30,000.00
1925.	
Jan. 5th. To receipt of J. F. Cabe	6,000.00
Jan. 5th. To receipt of Paul Hyatt	74.00
Jan. 5th. To receipt of J. M. Welch	13.85
Jan. 15th. To receipt of J. F. Cabe	6,500.00
Jan. 23rd. To receipt of F. S. Russell, Police Court	75.00
Jan. 24th. To receipt of W. A. Whitner	190.15
Jan. 27th. To receipt of J. F. Cabe	15,000.00
Jan. 30th. To receipt of T. D. Singleton	2.49
Jan. 31st. To receipt of J. F. Cabe	20,000.00
Feb. 2nd. To receipt of Asa Grogan	1.75
Feb. 2nd. To receipt of G. M. Keeter	11.90
Feb. 7th. To receipt of M. O. Bishop	141.00
Feb. 9th. To receipt of A. J. Myrton	6.00
Feb. 13th. To receipt of Canton Police Court	85.00

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