

07838 654

This instrument prepared by Sherrye H. Rhodes / P. O. BOX 897, WAYNESVILLE, NC 28786

MOUNTAIN

Farm Credit, ACA

Loan Number 002-011-0303412110

STATE OF NORTH CAROLINA )

DEED OF TRUST

COUNTY OF JACKSON )

THIS INDENTURE, made the 28th day of October 19 91, between Leo B. Cowan and Wife, Kathryn C. Cowan (hereinafter called Undersigned, whether Borrower or others and whether one or more individuals or corporations, and whether collectively or singularly); Wayne Higgins Trustee (hereinafter called Trustee), and Mountain Farm Credit, ACA, a federally chartered corporation, (hereinafter called Lender); and

WITNESSETH, that in consideration of a loan or advances made by Lender to Leo B. Cowan and Wife, Kathryn C. Cowan (hereinafter called Borrower, whether one or more), and the sum of One Dollar (\$1.00) paid to Undersigned at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and for the purpose of securing the payment of the loan to Borrower by Lender, Undersigned hereby grants, bargains, sells and conveys unto the Trustee, as herein named, his successors and assigns, the following described land:

(SET FORTH HEREINBELOW AND/OR ON SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF)

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF.

See Assignment recorded in Book 789  
Page 582

REGISTERED  
JACKSON CO. NC

REGISTERED  
OCT 28 1 35 PM '91

TO HAVE AND TO HOLD the said land with all and singular the rights, members and appurtenances thereunto belonging or anyway appertaining, to the only proper use and benefit of the Trustee, as herein named, his/her successors and assigns, forever, in fee simple.

This conveyance is to be construed as a deed of trust, and not as a mortgage, and is made to secure (1) the performance of the covenants herein contained and the payment of a loan by Lender to

Leo B. Cowan and Wife, Kathryn C. Cowan, hereinafter called Borrower, whether one or more, in the principal sum of

**FORTY-FOUR THOUSAND DOLLARS AND NO/100- - - - - Dollars (\$ 44,000.00 )** as

evidenced by note of Borrower to Lender of even date herewith, the final payment of which, if not sooner paid, being due and payable on November 1, 2006, same being made a part hereof to the same extent as if it were set forth herein, and all renewals, reamortizations, extensions, deferments or other arrangements thereof, together with interest thereon as provided therein; (2) all additional loans and advances that may subsequently be made to Borrower (or to any one or more of the parties designated as Undersigned or Borrower, with the written consent of the remainder of said Undersigned or Borrower), by Lender, which will be evidenced by a note or notes and all renewals, reamortizations, extensions, deferments or other arrangements thereof, plus interest thereon, and when any payment is made on any indebtedness secured hereby, or on any renewals, reamortizations, extensions, deferments or other rearrangements thereof, fresh advances may be made, from time to time, so as to make this contract continuous in nature; such advances, if any, to be made solely at the option of the Lender; and (3) all other indebtedness of Borrower to Lender, now due or to become due (whether directly or indirectly) or hereafter to be contracted, and all renewals, reamortizations, extensions, deferments or other arrangements thereof, plus interest thereon, attorney's fees, court or foreclosure costs, including Trustee's commissions, and any advances and interest thereon, which advances are made for the protection of the security or title thereto, such as, but not limited to, advances for taxes and insurance premiums, all of which are secured by this deed of trust. It is further understood and agreed by all parties hereto that the execution by Borrower and the acceptance by Lender of any notes, renewal notes or other instruments, or the agreement by Lender to any reamortizations, extensions, deferments, or other rearrangements shall not be construed as payment of any indebtedness hereby secured (whether or not, among other changes in terms, the interest rate or rates remain the same and/or time for payment is thereby extended or lessened), and shall not discharge the lien of this deed of trust which is to remain in full force and effect until the total indebtedness secured hereby has been paid in full. All notes or other instruments contemplated in this paragraph shall remain uncanceled and in the possession of Lender, its successors and assigns until the total indebtedness hereby secured is paid in full.

Provided, however, the lien of this deed of trust shall not be terminated or otherwise affected during the period of this instrument from the date hereof by repayment in full, one or more times, of all indebtedness then outstanding, unless this instrument shall be formally released or discharged of record. If at any time during the period of said instrument from the date hereof, there be no indebtedness outstanding of Borrower to Lender, and no obligation of Lender to make any further advances to Borrower, Lender will, upon the written request of Borrower or Undersigned, execute and deliver to Undersigned a reconveyance or satisfaction of this instrument.

For the consideration aforesaid, Borrower covenants as follows:

- a. The making of any advance or the acceptance of any obligation shall be at the sole option and discretion of the Lender and upon such terms and conditions as it shall determine;
- b. **THE MAXIMUM UNPAID PRINCIPAL AMOUNT, INCLUDING PRESENT AND FUTURE ADVANCES AND OBLIGATIONS, WHICH MAY BE SECURED BY THIS DEED OF TRUST AT ANY ONE TIME SHALL NOT EXCEED:**

**ONE HUNDRED THOUSAND DOLLARS AND NO/100- - - - - (\$100,000.00 )DOLLARS.**

- c. All future optional advances or obligations must be made within fifteen years from date of this deed of trust irrespective of the duration of this deed of trust and/or the duration of any indebtedness secured hereby;
- d. Lender expressly reserves, and Undersigned expressly consents to, the right to allocate and apply any payment received hereunder against the evidences of indebtedness secured hereby in such proportions and amounts as it, in its sole discretion, determines to be proper;
- e. Lender may, at its option, determine and declare any or all present and future advances or obligations secured by this deed of trust to be in default and immediately due and payable upon the default in payment of one or more of the obligations secured hereby, or the default of any other term or condition of this deed of trust.
- f. "Future advances" or "obligations" as used in this paragraph are defined as further and additional principal sums loaned, to one or more of the Borrower and which are secured by this deed of trust. Payments made by Lender for fire and extended coverage insurance, taxes, assessments or other necessary expenditures for the preservation of the security shall be secured hereby and shall have the same priority as if such payments had been made at the time of execution of this deed of trust, and neither such payments made by Lender nor any accrued interest shall be considered in computing the maximum principal amount which may be secured thereby.
- g. The total indebtedness secured by this deed of trust may be evidenced by various notes and/or other written instruments and evidences of indebtedness; and one or more or all such notes and/or the written instruments and evidences of indebtedness may, from time to time, be combined and merged into a single note or other evidence of indebtedness. Such combination and merger shall not constitute nor be construed as a payment, satisfaction or discharge of any prior advance made or prior obligation incurred.

This deed of trust also secures all other advances made to and obligations accepted from Borrower, under the terms of said note and any subsequent note or evidence of indebtedness secured hereby, and all amounts included in reamortizations, renewals, deferments, and extensions of any such indebtedness hereby secured. Whether or not the indebtedness secured hereby ever exceeds the maximum above stated, Lender at its option shall have the sole right to determine the priority or order in which the various debts covered hereby shall be secured hereunder within said maximum.

For consideration as aforesaid, Borrower/Undersigned covenants as follows:

1. Undersigned is lawfully seized of said land in fee simple and has a perfect right to convey same. The said land is unencumbered and free from all claims and charges. Undersigned, for himself, his heirs, executors, administrators, successors, and assigns, warrants and will forever defend the right and title of said land unto the Trustee, his successors and assigns, against the claims of all persons whomsoever. In the event of default, if the Lender employs counsel to collect the debt evidenced by any note secured hereby, or to enforce or protect any rights provided for herein, in any court or before any administrative body whatsoever, then in addition to any principal, interest, and other charges as provided for in any note secured hereby, Lender shall also recover all costs and expenses reasonably incurred by Lender, including reasonable attorney's fees, which costs, expenses and attorney's fees shall become part of the indebtedness secured hereunder, shall be immediately payable, and shall draw interest from the date Lender retains counsel until paid at the highest rate provided in any note or notes secured hereby.

2. Whether or not Borrower is in default, in the event the Lender becomes a party to any legal proceeding involving the security described herein, other than an action to collect any indebtedness evidenced by any note or notes secured hereby, and including any bankruptcy case involving Borrower or Undersigned, then Lender may also recover all costs and expenses reasonably incurred by Lender, including reasonable attorney's fees, which costs, expenses and attorney's fees when incurred by Lender shall become part of the indebtedness secured hereby and shall be immediately payable on demand, and shall draw interest from the date incurred until paid at the highest rate provided for in any note secured hereby.

3. Undersigned will insure, and keep insured, as required by Lender from time to time, all buildings now and hereafter on said land against such risks, in such form, in at least such amounts, and with such company or companies, as shall be satisfactory to Lender, the loss, if any, to be payable to Lender as its interest may appear, and will deliver to Lender a policy or policies of insurance with mortgagee clause satisfactory to Lender attached thereto, and will promptly pay, when due, all premiums for such insurance. At the option of Undersigned, and subject to the regulations issued under the Farm Credit Act of 1971 or acts amendatory thereof or supplemental thereto, insurance funds may be used for reconstruction or repair of the destroyed or damaged insured buildings and insurance funds not so used shall be applied on such part of the indebtedness secured hereby as Lender, in its sole discretion, may determine.

4. Undersigned will pay, when due and payable, all taxes, assessments and other charges that may be levied or assessed against said land, and all other amounts that may be or become a lien thereon. In the event Undersigned fails to pay, when due and payable, any such tax, assessment, charge or any other item which may or has become a lien on said land, Lender may, at its discretion, pay the same without notice to or consent from Undersigned.

5. Undersigned will keep in good order and condition, preserve, repair, rebuild and restore all terraces, buildings, groves, orchards, fences, fixtures, shrubbery and other improvements, of every kind and nature, now on said land and hereafter erected or placed thereon, and will not permit the change, injury or removal thereof, will not commit or permit waste on said land, and will not, except with the written consent of Lender, cut, use or remove, or permit the cutting, use or removal of, any timber or trees on said land for sawmill, turpentine or other uses or purposes, except for firewood and other ordinary farm purposes.

6. Undersigned covenants that he will not perform any act which might impair or tend to impair the continuation on the property herein described of all crop allotments and acreage allotments now established or hereafter established on any of the property herein described and hereby grants a lien on said allotments to Lender.

7. Undersigned covenants, warrants and represents that there are no oral or written leases affecting the within described land at the date of this instrument other than those set forth in written application for this loan or in any written amendment thereto.

8. Borrower will pay, when due and payable, all amounts secured hereby. Time is of the essence of the said note and any subsequent note secured hereby, and of this instrument. If Undersigned or Borrower, fails to comply with any covenant, condition or agreement in this instrument or any notes or other evidence of indebtedness, or in any reamortizations, renewal, deferment, extension or any other written agreement between the Borrower and the Lender, Lender may, at its option, exercise any one or more of the following rights, powers, privileges, and remedies:

- a. Perform the covenants in this instrument, and in any notes or other evidence of indebtedness hereby secured and all amounts advanced by Lender in so doing shall be due and payable by Borrower to Lender immediately without notice, and shall be secured by this instrument, and may, at the sole discretion of Lender, bear interest from the date of advance by Lender at the highest rate provided in any note or other instrument secured hereby.
- b. Declare any or all amounts and/or obligations secured by this instrument immediately due and payable without notice.

# 072001-056

- c. Have this deed of trust forthwith foreclosed for the whole amount of said sum, interest and costs, and on the application of Lender, its successors or assigns, it shall be lawful for and the duty of Trustee or his duly authorized agent, with notice of hearing and sale as provided by Chapter 45 of the General Statutes of North Carolina at the time of said declaration of the full debt being immediately due and payable, at such time and place as provided in the notice of sale, to expose said lands at public sale to the highest bidder for cash and to convey said lands to the purchaser at said sale. At such sale Lender shall have the right to bid and become the purchaser of the property sold. The successful bidder shall make a deposit of ten percentum (10%) of the successful bid at the time of sale; provided, the Trustee may waive this requirement.
9. Trustee shall apply the proceeds of any sale made under authority granted herein against the following:
- All costs of said sale, including the charges for advertising and a reasonable commission not to exceed five percentum (5%) of the amount for which the property is sold, or if the right of redemption is exercised or the account is re-instated, five percent of the amount of the secured debt or the highest bid received at foreclosure sale, whichever is greater, as compensation for the services of the Trustee;
  - All taxes, claims, charges, liens, assessments, judgements and costs of maintenance and repair advanced by Lender under the terms of this instrument, with interest thereon as herein set out;
  - All taxes on, or which are liens against, and all claims and charges against the property, outstanding, unpaid and payable, if sale is not made subject thereto;
  - The principal and interest of the original indebtedness and all subsequent indebtedness hereby secured;
  - The remainder, if any, of the proceeds of sale shall be paid to Undersigned, or as otherwise provided by law. If the proceeds of any such sale shall not be sufficient to pay the total indebtedness hereby secured, with all Trustee's commissions, expenses, costs, taxes, charges, claims, assessments, liens, judgements, repairs and maintenance, as herein set out, Borrower shall be liable to Lender for the balance due after the application of the proceeds of the sale as herein provided, and may be sued for such balance in any court having jurisdiction.
10. If Trustee is named as a party to any civil action as Trustee in this deed of trust, the Trustee shall be entitled to employ an attorney-at-law, including Trustee, if a licensed attorney, to represent Trustee in said action and a reasonable attorney's fee shall be paid by Lender and added to the principal of the note or notes secured hereby and bear interest at the highest current rate provided in any note.
11. If Borrower shall pay all installments of principal and interest as set forth in the said note and in any subsequent note or notes and/or other payment evidence of indebtedness secured hereby and in this deed of trust and shall comply with all of the terms, covenants and conditions hereof, then this deed of trust shall become null and void.
12. The term "land" as used in this instrument includes all trees, timber, shrubbery, fixtures, and improvements now and hereafter on the land described in this instrument. Any agent or representative of Lender may enter upon said land at any time for any purpose desired by Lender.
13. Accounting procedures employed by Lender are for its internal record keeping and shall not be interpretive of the legal rights and duties of the parties.
14. As a condition hereof and as part of the consideration for the present loan and any future advances secured hereby, all amounts that may hereafter be awarded for condemnation of and waste and tortious injury to, any of the land herein described are hereby assigned and shall be payable unto Lender for application, after payment therefrom of attorney's fees and expenses incurred in connection therewith, on such part of the total indebtedness secured hereby as Lender may determine, with no duty on Lender to collect same.
15. As a condition hereof and as part of the consideration for the present loan and any future advances secured hereby, all rents, royalties, profits, and any other income accruing from the land herein described upon and during default under this instrument or the said note are hereby assigned and shall be payable unto Lender for application upon such part of the total indebtedness secured by this instrument as Lender may determine, with the right in, but no duty upon, Lender to collect same. Lender shall have the right, exercisable at its discretion so long as this deed of trust is in force and effect, to demand in writing the assignment of and transfer to Lender, its successors and assigns, and Undersigned hereby agrees to so assign and transfer, any and all rents, profits, royalties, income or other consideration to be paid or accruing to Undersigned from any oil, natural gas, mineral, timber, leasehold or other interest of any kind and nature whatsoever, derived from, connected with or affecting the within described real property but not otherwise subject to, conveyed and/or secured by this deed of trust, with the right, but no duty, upon Lender, its successors or assigns to collect same.
16. As a condition hereof and as part of the consideration for the present loan and any future advance secured hereby, Borrower hereby waives and renounces for himself, his heirs, administrators or executors, successors, and assigns, all rights that now exist, or that may hereafter exist, under the laws of the State of North Carolina, in the event of suit against Borrower for any deficiency in the debt hereby secured, after foreclosure sale by the Trustee, or otherwise of the land herein described, to show as defense or setoffs the alleged fair worth of said land; the Borrower agrees to pay the full amount of the total indebtedness secured at any time by this deed of trust, and the full amount of any deficiency therein that may be established by the foreclosure sale of the land herein described, without defense or set-off on account of the alleged fair worth of said land.
17. If the Trustee or his successor(s) shall die, resign, become mentally or physically incompetent or otherwise disqualified, refuse to act, or if a new Trustee is desired by Lender or its successor(s) or assigns, Lender, or its successor(s) or assigns, shall have the right, by paper writing duly executed and registered, to name and appoint another Trustee in the place and stead of the Trustee herein named and appointed, shall have all the duties, rights, powers and privileges of the original Trustee, and the expense of such paper writing and registration shall be paid by Borrower immediately upon demand, and if not so paid, same may be advanced by Lender, its successor(s) or assigns, and shall become a part of the indebtedness secured hereby and may bear interest at the highest rate provided in any note or other instrument secured hereby.
18. As a condition hereof and as part of the consideration for the present loan and any future advances secured hereby, all obligations, assignments, releases of real property and/or personal liability, reamortizations, renewals, deferments, extensions or any other agreement, in writing, made or entered into with Lender by any one or more of the Borrowers, by any party or parties obligated (primarily or otherwise) to pay any or all of the indebtedness secured hereby, or by any party or parties who have given security of any kind for any or all of the indebtedness secured hereby are hereby authorized and consented to by Borrower and Undersigned and shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the Borrower and Undersigned.
19. As a condition hereof and as part of the consideration for the present loan and any future advances secured hereby, if conveyance, transfer, or other disposition should be made, voluntarily or involuntarily, of the property herein described, or any part thereof, without the written consent of the Lender, then and in that event, and at the option of the Lender and without notice to the Borrower or Undersigned, all sums of money secured hereby shall immediately and concurrently with such conveyance become due and payable and in default whether the same are so due and payable and in default by the specific terms hereof or not.
20. A default under this instrument or under any other instrument heretofore or hereafter executed by Undersigned or Borrower to Lender or for the benefit of Lender, shall at the option of Lender constitute a default under any one or more or all instruments executed by Undersigned or Borrower to Lender, or for Lender's benefit.
21. This instrument is subject to the Farm Credit Act of 1971 and all acts amendatory thereof and supplemental thereto, and regulations issued thereunder. All rights, powers, privileges, options and remedies conferred upon and given to Lender are cumulative of all other remedies and rights allowed by law, and may be pursued concurrently, and shall extend to and may be exercised and enjoyed by the successors and assigns of Lender, and by any agent, officer, attorney or representative of Lender, its successors or assigns. All obligations and undertakings of, and assignments by Undersigned or Borrower and/or any other parties hereto or hereunder shall extend to and be binding upon heirs, executors, administrators, successors and assigns of Undersigned and/or Borrower, and/or any other parties.

IN TESTIMONY WHEREOF, the Undersigned has duly executed the foregoing instrument, the day and year first above written.

Signed, Sealed and Delivered in the presence of:

WITNESS:

*[Signature]*

WITNESS:

*[Signature]*

*[Signature]* (SEAL)

*[Signature]* (SEAL)

Kathryn C. Cowan

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF NORTH CAROLINA )

COUNTY OF Haywood )

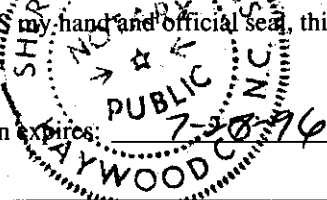
ACKNOWLEDGMENT BY INDIVIDUAL

I, Sherrye H. Rhodes, being duly authorized to take acknowledgments of deeds, etc., in North Carolina, do hereby certify that Leo B. Cowan & wife, Kathryn C. Cowan personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal, this the 28th day of October, 1991.

(Official Seal)

My Commission expires: 7-28-96



Sherree H. Rhodes

Signature of Officer

Notary Public

Title of Officer

STATE OF NORTH CAROLINA )

COUNTY OF )

ACKNOWLEDGMENT BY INDIVIDUAL

I, \_\_\_\_\_, being duly authorized to take acknowledgments of deeds, etc., in North Carolina, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

(Official Seal)

My Commission expires: \_\_\_\_\_

Signature of Officer

Title of Officer

STATE OF NORTH CAROLINA )

COUNTY OF )

ACKNOWLEDGMENT BY CORPORATION

I, \_\_\_\_\_, certify that \_\_\_\_\_ Secretary of \_\_\_\_\_, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its \_\_\_\_\_ President, sealed with its corporate seal, and attested by him(her)self as its \_\_\_\_\_ Secretary.

WITNESS my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

(Official Seal)

My Commission expires: \_\_\_\_\_

Signature of Officer

Title of Officer

Number _____	NORTH CAROLINA COUNTY OF _____	DEED OF TRUST	TO	_____, Trustee	FOR	Farm Credit, ACA	NORTH CAROLINA, _____ COUNTY	I HEREBY CERTIFY that the within instrument was filed and lodged for record in my office at _____ M o'clock on the _____ day of _____, 19____, and duly recorded in Book _____ at Page _____	Register of Deeds

STATE OF NORTH CAROLINA

COUNTY OF

The foregoing certificate(s) of Sherree H. Rhodes

is (are) certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Jackson County, N.C. in Book 783 Page \_\_\_\_\_.

This 28 day of October, A.D., 1991 at 1:35 o'clock P. M.

Conrad Burns

Register of Deeds

By: \_\_\_\_\_

Deputy/Assistant Register of Deeds

Recorded and verified:

7-07-03-058

## SCHEDULE "A"

That certain tract of land containing 70.25 acres, more or less, located in River Township, Jackson County, North Carolina and bounded, now or formerly, by natural boundaries and/or lands owned by and/or in the possession of persons as follows: North by West and by Smith; East by North Carolina State Road No. 1133 and the Tuckaseigee River; South by the Tuckaseigee River and by R. Bryson; and West by West; said tract being more specifically described as follows:

BEGINNING on an axle in the Tuckaseigee River, said point being situated North 76 degrees 14 minutes West 265.75 feet from the centerline of N. C. 107 at its intersection with S. R. 1133 and approximately 35 feet from Northerly edge (downstream) edge of existing iron bridge; and runs thence with Smith line North 86 degrees 00 minutes West 717.72 feet to a black oak, an old marked corner; thence North 42 degrees 30 minutes West 400.13 feet to a stake near wire fence; thence North 33 degrees West 311.83 feet to a stake at a 12 inch Red Oak, an old corner; thence North 50 degrees West 801.41 feet crossing a 150 foot wide power line right-of-way to an old stake in J. W. Hooper's line; thence North 8 degrees 30 minutes East 132.00 feet to a stake, with a 6 inch w. oak North 47 degrees 50 minutes East 11.70 feet as a witness and a 16 inch Hickory South 18 degrees 27 minutes East 6.5 feet for another witness; thence North 80 degrees 31 minutes West 581.40 feet to a mound of stones near a chestnut oak stump of a cliff with these three (3) witnesses 14.70 feet to a 4 inch chestnut oak, 3.0 feet to a 10 inch spanish oak, and 9.60 feet to an 11 inch chestnut oak; thence South 65 degrees 43 minutes West 404.27 feet to a wagon axle at edge of road witnessed to a 20 inch Hickory, North 47 degrees 45 minutes West 12.70 feet and North 35 degrees East 16 feet to a 12 inch hickory; thence South 38 degrees 27 minutes East 505.63 feet to a stake at fence corner with witnesses as follows: South 33 degrees 25 minutes East 7.80 feet to a 14 inch poplar and North 83 degrees 40 minutes West 8.80 feet to a 4 inch chestnut oak; thence with the wire fence South 37 degrees 00 minutes West 749.94 feet to a stake in branch at point where wire fence intersects the branch and witnessed to Buckeye clump South 85 degrees 45 minutes West 7.4 feet and South 8 degrees 40 minutes West 14.50 feet to a 4 inch dogwood; thence with the meanders of the branch South 66 degrees 33 minutes East 54.67 feet; South 56 degrees 03 minutes East 94.26 feet; South 61 degrees 07 minutes East 98.74 feet; North 68 degrees 44 minutes East 97.76 feet; North 61 degrees 01 minute East 97.92 feet; North 71 degrees 46 minutes East 97.49 feet; North 87 degrees 26 minutes East 110.23 feet; South 63 degrees 54 minutes East 95.67 feet; North 86 degrees 11 minutes East 95.27 feet; North 64 degrees 20 minutes East 108.90 feet; South 47 degrees 10 minutes East 97.35 feet; South 49 degrees 30 minutes East 99.26 feet; South 75 degrees 10 minutes East 98.54 feet to an old maple, common corner of Hooper Heirs and Porter West 22 acre tract; thence with old divisional line between Hooper and West, now Wood and Bryson, South 41 degrees 08 minutes East 871.40 feet to a stake in said line, Northwest corner of Richard Bryson 1 1/4 acre tract; thence down a gulley as follows: North 77 degrees 00 minutes East 50.00 feet; North 70 degrees 00 minutes East 60.00 feet; North 82 degrees 00 minutes East 73.00 feet; South 78 degrees 00 minutes East 50.00 feet; South 58 degrees 00 minutes East 50.00 feet; and South 48 degrees 00 minutes East 20.00 feet to mouth of small branch; thence down and with the main branch and its meanders South 23 degrees 00 minutes East 25.00 feet; South 18 degrees 00 minutes East 100.00 feet; South 2 degrees 00 minutes East 45.00 feet; South 9 degrees 00 minutes West 45.00 feet; South 2 degrees 00 minutes East 63.00 feet and South 11 degrees 00 minutes East 100 feet to a stake in the forks of branch in the before mentioned divisional line; thence with said line South 41 degrees 08 minutes East 124.00 feet to an iron pipe on North Bank of Tuckaseigee River, formerly a poplar, common corner of Hooper and West; thence down and with the meanders of said river to the BEGINNING, containing 70.25 acres.