

Journal 79: When Did George Mayes Purchase the Land for Cuchara Camps

These research notes for the associated article contain the abstract, timeline of legal actions, and corroborating evidence.

I. Abstract

Journal 79 untangles the confusion about when and how George Mayes purchased the land for the future development of the Cuchara Camps in Cuchara, Colorado.

For generations, local history has told a simple and appealing story: George Alfred Mayes purchased the W. J. Gould Ranch in 1906 and quickly transformed it into what became Cuchara Camps. Like many tidy origin stories, it is memorable, repeatable—and only partly accurate.

County records reveal a more complex and far more typical early-twentieth-century land transaction. Rather than a single purchase date, the acquisition of the Cuchara Camps land unfolded over several years through private financing, staged control, and delayed legal title. The confusion stems not from error so much as compression: multiple steps collapsed into one convenient date.

The first documented transfer occurred in October 1907, when William J. Gould and his wife conveyed the ranch—not to Mayes—but to Charles M. Mack. Mack was not a resort developer; he functioned as a private financier, a common role in rural Colorado at the time. At this point, Mack held legal title.

Only days later, George Mayes entered the documentary record through a deed of trust and related financing instruments covering the same land. These records show that Mayes gained possession, responsibility, and the right to develop the property under a privately financed arrangement while Mack retained title as security. In modern terms, Mayes was building under what we would recognize as a seller-financed mortgage. This explains why Mayes could legitimately begin developing Cuchara Camps by 1907—even though he was not yet the legal owner. He lived on the land, invested heavily in improvements, and acted as its steward years before holding title outright.

The final step came on December 6, 1910, when Charles M. Mack executed a confirmatory warranty deed further perfecting and quieting George A. Mayes's title following the earlier financing arrangement.

So which date is “right”—1906, 1907, or 1910? Each reflects a different stage of the same transaction: 1906 marks early negotiations, 1907 marks control and development, and 1910 marks formal ownership.

Far from diminishing Mayes's legacy, this fuller story underscores his commitment and risk tolerance. He built first and secured title later—an approach shared by other mountain visionaries, including Pinehaven founder Steve Peirotti. In both cases, land was not merely acreage but possibility, shaped by imagination, courage, and a willingness to invest in a future not yet guaranteed.

For a fully documented and more detailed explanation, see Journal 79, "The True Story Behind Cuchara Camps," on the Cabin in the Pines blog linked below.
www.cabininthepinescuchara.blogspot.com.

II. Timeline of Legal Actions

Mayes–Cuchara Camps Land Transaction Timeline

Date (event order)	What happened In order	Document name	Doc date	Recording / Ref. No.	Money mentioned & meaning
Oct 7, 1907	Goulds transfer legal title to Mack, positioning him as intermediary lender	Warranty Deed (Gould → Mack)	Oct 7, 1907	Reception No. 33761	Consideration not stated; establishes Mack's control of title
Oct 12, 1907	Mayes finances purchase from Mack using land as collateral	Deed of Trust (Mayes → Mack)	Oct 12, 1907	Reception No. 34082	\$5,500 loan @ 8%; payments due \$1,000 (1908), \$1,000 (1909), \$3,500 (1911)
Oct 24, 1907	Mack conveys ownership of the land to Mayes	Warranty Deed (Mack → Mayes)	Oct 24, 1907	Reception No. 34402	\$5,200 stated consideration; reflects financed sale, not cash
Dec 6, 1910	Mack issues confirmatory deed to clear and perfect Mayes's title	Warranty Deed (Confirmatory)	Dec 6, 1910	Reception No. 41832	No new money; confirms earlier transaction and resolves title

Notes on Interpretation and Record Context

- A. Recording vs. execution dates.** Clarifies why documents appear "out of order" in deed books.
- B. Role clarification.** Mack acted as **intermediary lender**, not original landowner. Mayes acted as a purchaser using seller financing, holding possession and development rights subject to a deed of trust.
- C. Why dollar amounts differ.** \$5,200 (stated consideration) vs. \$5,500 (loan) reflects financing costs and structure.
- D. What is not present.** No separate 1910 sale; no evidence of a cash purchase.

III. Corroborating Documentation

Following document copies have been purchased from the Huerfano County Recorders office and provided in the appendix to this document.

- **Gould → Mack Warranty Deed** (1_19071007_HuerfanoCounty_Gould-Mack_WarrantyDeed_033761.pdf)
- **Mayes → Mack Deed of Trust** (2_19071012_HuerfanoCounty_Mayes-Mack-DeedofTrust_034082.pdf)
- **Mack → Mayes Warranty Deed** (3_19071024_HuerfanoCounty_Mack-Mayes_WarentyDeed_034402.pdf)
- **Mack → Mayes Confirmatory Warranty Deed**
(4_19101206_HuerfanoCounty_Mack-Mayes_Confir_Warranty_Deed 041832.pdf)

IV. Appendix

The following documents were downloaded from the Huerfano County Clerk and Recorder's website and concern property described as:

- Section 3, Township 31 South, Range 69 West
- Section 4, Township 31 South, Range 69 West

This Deed, Made this Seventh day of October in the year of our Lord, one thousand nine hundred and Seven between Mrs Maggie M. Gould and William H. Gould, wife and husband of the County of Huerfano and State of Colorado, of the first part, and

of the County of Huerfano, and State of Colorado, of the second part;

Witnesseth, That the said parties of the first part, for and in consideration of the sum of

Five thousand

DOLLARS

to the said parties of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has been granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm, unto the said party of the second part, his heirs and assigns forever, all the following described lot or parcel of land situate, lying and being in the County of Huerfano and State of Colorado, to wit:

The East half of the South-east quarter (E. 1/4 S. E. 1/4) and Lot numbered Nine (9) of Section Numbered Four (4) and Lot numbered Twelve (12) of Section numbered Thru (3), all in Township numbered Thirty-one (31), South, of Range Sixty-nine (69), West of the Sixth Principal Meridian, containing 160 acres more or less. Subject, however, to a certain Trust Deed given by Maggie M. Gould to The Public Trustee dated March 28, 1903, to secure the payment of notes amounting to \$1700. any amount due thereon the grantee hereby assumes and agrees to pay.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said parties of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

To have and to hold the said premises above bargained and described, with the appurtenances, unto the said party of the second part, his heirs and assigns forever. And the said Mrs Maggie M. Gould and William H. Gould

parties of the first part, for themselves and for their heirs, executors, and administrators, do covenant, grant, bargain and agree to and with the said party of the second part, his heirs and assigns, that at the time of the sealing and delivery of these presents, they were well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever,

except as above specified

and the above bargained premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in Presence of

Mrs Maggie M. Gould
William H. Gould



STATE OF COLORADO,

COUNTY OF Huerfano } ss.

I, George D. Lawson, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Mrs Maggie M. Gould and William H. Gould wife and husband who are personally known to me to be the person whose name are subscribed to the foregoing Deed, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act, for the uses and purposes therein set forth.

Seal

Given under my hand and Notarial seal, this Seventh day of October A. D. 1907

My commission expires November 15, 1909

George D. Lawson
Notary Public

A. D. 1907, at 4 o'clock P. M.

A. D. 1907, at 4 o'clock P. M.

Filed for record this

7 day of Oct

And recorded this

day of

By J. D. Montez Clerk

Deputy.

STATE OF COLORADO,	34082
County of Huerfano.	
I hereby certify that this instrument was filed for	
recording on the 8 th day of December, 1907, and is duly recorded in	
Book 72, page 12, No.	
J. D. MINTY, Recorder.	
W. W. GULICK, Notary.	
Form S.	

This Indenture, Made this 12th day of October
in the year of our Lord one thousand nine
hundred and seven (7) between G. A. Mayes
whose address is La Veta County of Huerfano

and State of Colorado, party of the first part, and the Public
Trustee of the County of Huerfano and State of Colorado party of
the second part.

Witnesseth. That whereas G. A. Mayes has executed Four
Promissory Notes bearing even date herewith, payable to the
order of C. H. Mack ^{Four} payable one, two three and ^{four} years after
the date thereof, for the principal sum of Thirty five hundred
Dollars with interest thereon from date at Eight per cent.

per annum payable annually said notes further described as follows; one note for \$1000.00 due one year after date one note for \$1000.00 due two years after date one note for \$1000.00 due three years after date one note for \$500.00 due four years after date.

And Whereas, the said G. A. Mayes desirous of securing not only the prompt payment of said Promissory Notes but also of effectually securing and indemnifying the said C. M. Mack. for or in account of any assignment, endorsement or guarantee of said Promissory Notes.

Now, Therefore, The said party of the first part in consideration of the premises, and for purpose aforesaid, and in the further consideration of one dollar to him in hand paid by the party of the second part, the receipt whereof is hereby confessed, has and hereby does grant, bargain, sell and convey unto the said party of the second part, his successors in trust, forever, all the premises situate in the County of Huerfano and State of Colorado, known and described as follows, to wit:

The East half of the South east quarter (E½ S. E¼) and Lot Numbered Nine (9) in Section Four (4) and Lot Numbered twelve (12) in Section three (3) in Township Thirty one (31) South of Range sixty nine (69) West of the sixth (6) Principal Meridian in Colorado.

To Have And To Hold The Same, together with all and singular the privileges and appurtenances therunto belonging: In Trust, Nevertheless, that in case of default in the payment of said Notes, or any of them, or any part thereof, or interest thereon according to the tenor and effect of said Notes, or any of them, then upon notice and demand in writing, filed with said party of the second part, by the beneficiary hereunder, or the legal holder of the note or notes secured hereby, that such beneficiary or legal holder has declared a violation of any of the covenants herein contained, and has elected to advertise said premises for sale, it shall and may be lawful for said party of the second part, or his successors in trust, to sell and dispose of said premises and all the right, title, benefit and equity or redemption of the said party of the first part his heirs and assigns therein, at public auction, at the east front door of the Court House, in the County of Huerfano in the State of Colorado, for the highest and best price the same will bring in cash four weeks public notice having been previously given of the time of such sale, by advertisement weekly in one of the newspapers of general circulation at that time published in said Huerfano County, a copy of which printed notice shall, as soon as printed, be mailed to said party of the first part, and all subsequent encumbrances, at the address herein given, and to make, execute and deliver to the purchasers or purchasers at such sale, certificate or certificates

of purchase, and after the expiration of the time of redemption provided by law, upon demand of the person or persons entitled thereto, to make and deliver to said purchaser or purchasers, or his, her or their assign or assigns, good and sufficient deed or deeds of conveyance for the premises sold; and out of the proceeds or avails of such sale, and the purchase money paid thereon, after first paying all fees and costs of advertising and sale commission and all other expenses of this trust, including all moneys advanced for taxes or other liens and assessments, with the interest thereon, to pay the principal and interest due on said Notes according to the tenor and effect thereof, rendering ^{the} overplus (if any) unto the said party of the first part his legal representatives or assigns, on reasonable request; and it shall not be obligatory upon the purchaser or purchasers at any such sale to see to the application of the purchase money, which sale or sales and said deed or deeds so made shall be a perpetual bar, both in law and equity, against the said party of the first part his heirs and assigns, and all other persons claiming the premises aforesaid, or any part thereof, by, from, through or under said party of the first part, or any of them: unless said premises are redeemed within the time or times and according to the statute in such cases made and provided: the holder or holders of said Note or Notes may become the purchaser of said property, or any part thereof.

And the said G. A. Mayes for himself his heirs, executors and administrators, covenants and agrees to and with the said party of the second part or his successors in trust, that at the time of the sealing and delivery of these presents he is well seized of the premises in fee simple and has good right, full power and lawful authority to grant, bargain and sell the same in manner and form as aforesaid hereby fully and absolutely waiving and releasing all rights and claims that he may now or hereafter have in or to said before described premises as a Homestead Exemption, under and by virtue of any act of the General Assembly of the State of Colorado, now existing or which may hereafter be passed in relation thereto, and that the same are free and clear of all liens and incumbrances whatever (except as hereinafter specified) and that he will pay all taxes and assessments levied or assessed against said premises up to the time the said Notes shall become due and payable, or shall have been paid in full.

And it is stipulated And Agreed, That in case of default

in any of said payments of principal or interest, as aforesaid, or of a breach of any of the covenants or agreements herein, then, and in that case, the whole of the said principal sum hereby secured, and the interest to the time of sale, according to the tenor and effect of said indebtedness, shall and may at once become due and payable, anything in the said Notes to the contrary notwithstanding and the said premises be sold in like manner and with the same effect as if the indebtedness had matured.

And it is further agreed, and especially understood that in case that the second party will keep the buildings insured for benefit of the Party of the second part

In Witness Whereof, The said party of the first part has hereunto set his hand and seal the day and year first above written.
Signed, Sealed and Delivered in Presence of } G. A. Mayes (Seal)

State of Texas. } SS.
Collin County, } I, M. D. Brown, a Notary Public in and for said County, in the State aforesaid, do hereby certify that G. A. Mayes who is personally known to me to be the person whose name is subscribed to the within Trust Deed, as party, thereto, and having executed the same, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

I further certify that my Commission expires June 1st 1903
Given under my hand and Notarial Seal, this 26 day of November A.D. 1901

Seal

M. D. Brown
Notary Public
Collin Co. Tex.

STATE OF COLORADO, } on 34402
County of Huerfano.
I hereby certify that this instrument was filed in my office at 8 o'clock a.m. on
February 24, 1908, and is duly recorded in
Book 22, page 102, No. 102.
W. A. Stockwell, Recorder.
W. A. Stockwell, Deputy.
Date: 24 Feb 1908

Know All Men by These Presents: That I, Charles M. Mack, of the County of Huerfano and State of Colorado for and in consideration of the sum of

Five thousand four hundred Dollars

in hand paid, do hereby grant, bargain, sell, convey and confirm unto G. A. Mays of the County of Collin and State of Texas the following described real estate situated in Huerfano County, and State of Colorado to wit: The East half of the Southeast quarter (E $\frac{1}{2}$ S $\frac{1}{4}$) and Lot numbered Nine (9) in Section Four (4) and Lot numbered Twelve in Section Three (3) in Township Thirty-one (31) South of Range Sixty-nine (69) West of the Sixth (6) Principal Meridian in Colorado.

To Have And To Hold the premises above described, together with all the Tenements, Hereditaments, and Appurtenances therunto belonging unto the said G. A. Mays and to his heirs and assigns, forever.

And I do hereby covenant with the said G. A. Mays and with his heirs and assigns that I am lawfully seized of said premises: that they are free from encumbrance: that I have good right and lawful authority to sell the same: and I do hereby covenant to warrant and defend the title to said premises against the lawful claims of all persons whosoever.

Signed this 12th day of October A. D. 1907.

In presence of

Charles M. Mack

The State of Colorado }
Huerfano County }

On this 12th day of October A. D. 1907 before me Harlan M. Stockwell a Notary Public, duly commissioned and qualified for and residing in said county, personally came Charles M. Mack, to me known to be the identical person described in and who executed the foregoing conveyance as grantor and acknowledged said instrument to be his voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

My commission expires the 17th day of June 1911.

Harlan M. Stockwell
Notary Public

(Signature)

No. 41832

WARRANTY DEED—Robinson-Wright Printing Co., Trinidad, Colo.

This Deed, Made this thirtieth day of December in the year of our Lord one thousand nine hundred and ten between Charles M. Mack

of the County of Huerfano, and State of Colorado of the first part, and
George R. Larson of the County of Huerfano, and State of Colorado of the second part:

WITNESSETH, that the said part of of the first part, for and in consideration of the sum of One dollar and other good and valuable considerations hereinafter received DOLLARS, to the said part of of the first part in hand paid by the said part of of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the said part of of the second part, his heirs and assigns, forever, all the following described lot or parcel of land, situate, lying and being in the County of Huerfano and State of Colorado, to-wit:

The East half of the Southeast quarter (8 1/4 acres) and lot numbered nine (9) of Section Four (4) and Lot Numbered Twelve (12) of Section Four (4), all in Township Thirty-one (31), Range Sixty-nine (69) west of the Sixth P.M. together with all grantor's right, title and interest in and to all water rights, ditches and priorities belonging in any wise appertaining to the said lands.

This deed is made for the purpose of correcting and supplying deficiencies in a certain warranty deed given by the said party of the first part to the said party of the second part, bearing date the Twelfth day of October, A.D. 1907, and recorded in the office of the Clerk and Recorder of the said Huerfano County in Book 72 at page 108 of the records of the said County.

Subject to the taxes of the year 1908 and thereafter, and to any liens or encumbrances arising by or through the ownership of the said lands by the said party of the second part, or by or through any act of the said party of the second part.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said part of of the first part, either in law or equity of, in and to the above-bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD, the said premises above bargained and described, with the appurtenances, unto

the said part of of the second part, his heirs and assigns forever. And the said Charles M. Mack part of of the first part, for himself and his heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said part of of the second part, his heirs and assigns, that at the time of the sealing and delivery of these presents, he was well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and had good right, full power and lawful authority to grant, bargain, sell and convey the same, in manner and form aforesaid; and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind, as nature soever; and except the taxes for the year 1908 and thereafter and any liens or encumbrances arising by or through the ownership or any act of the said party of the second part. and the above bargained premises, in the quiet and peaceable possession of the said part of of the second part, his heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof,

the said part of of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said part of of the first part has hereunto set his hand and seal the day and year first above written.

Charles M. Mack.

[SEAL]

[SEAL]

[SEAL]

[SEAL]

Signed, Sealed and Delivered in the Presence of

}

STATE OF COLORADO, } ss.
COUNTY OF Huerfano

I, George R. Larson, a Notary Public and for Charles M. Mack

who is personally known to me to be the person whose name is subscribed to the foregoing Deed, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument of writing as free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this sixth day of December,
A. D. 1910.

My commission expires November 17th, 1913

George R. Larson
Notary Public

Filed for record this 16 day of Oct.

1912 at 8:30 o'clock A. M.

By Deputy

J. D. Montez

Recorder