

HISTORY OF THE LAND ON WHICH M'S MOTEL RESIDES

The town of Cheyenne basically began on or around April 15th, 1892, when Governor A.J. Seay approved surveyor P.G. Burns' following survey:

Beginning at the SW corner Section 8, Twp. 18 N., R 23 W. of I.M. measured 30'E then N 30' on a variation of 9° 30' 2600' drove stake for NW corner block 14. From this stake turned 90°00' to the South chained 2600' and set stake for SE corner block 85, from this stake turned 90°00' to West and chained 5000' to SW corner of block 98.

All blocks were made of the uniform size of 300' square and laid off at right angles to the base lines. Two stone monuments were established on Broadway, one being at the NW corner of 5th, the other at the NW corner of 4th.

The Board of County Commissioners of "F" or "Roger Mills" County, Oklahoma, met on Wednesday, January 4th, 1893, at 9 o'clock a.m. as a Canvassing Board of the election held November 8th, 1892. The board thoroughly canvassed the votes, and declared that "Roger Mills" received sixty-two votes, a majority of votes, and declared to be the name of the county. "Elliott" was the opposing county name on the ballot.

On January 19, 1894, President of the United States, Grover Cleveland, commissioned Probate Judge, H. M. Carr, of "F" County, Oklahoma Territory, Trustee for the townsite of Cheyenne, for townsite purposes for the City of Cheyenne, then Oklahoma Territory. On June 19, 1894 Grover Cleveland, granted, according to the Government Survey, the Southeast quarter and the Southwest quarter of Section Eight in Township Thirteen North of Range Twenty Three West I.M., containing 320 acres, platted and dedicated as the town of Cheyenne, Oklahoma.

The first purchase on record of the lot where M's Motel now resides was by A.L. Henson. He purchased Lot Number 17 in Block number 39 for \$8.00 on November 30, 1892. L.L. Collins purchased the property on June 15, 1897 for \$15.00.

John L. Dickerson purchased Lot Number 18 in Block Number 39 for \$14.00 on September 5, 1892. On February 5, 1910, John L. Dickerson was indebted in diverse sums of money, which he was unable to pay in full, to R. B. Mastuson and therefore Mr. Mastuson received the real estate for a total of \$1.00. R. B. Mastuson assigned to H.D. Cox a Quit Claim to Lots 18 in Block 39 for \$1.00 on June 26, 1906. H.D. Cox then conveyed the lot to L.L. Collins for \$125.00 on April 2, 1902.

L.L. Collins and Laura Collins then owned Lots 15, 16, 17, & 18 in Block 39 which they sold to S.A. Elliott for a sum of \$2500.00 on May 1, 1908. This sale was then remitted as \$2400.00

Mr. Elliott put on the market Lots 15, 16, 17, & 18 in Block 39 and A.H. Carter paid \$3000 on November 5, 1909. Mr. Carter and his wife sold L.W. Pate Lots 17 & 18 for \$2800.00 on December 7, 1909.

L.W. Pate filed a Warranty Deed on December 22, 1914 for Lots 17 & 18 in block 39 along with the East-half of Lot 7 in Block 38, for \$3500 to Sarah E. Pate. Sarah and L.W. then transferred

Lot 17 in Block 39 to The Trustees of the I.O.O.F. Lodge #237 (Alvin Moore, Oscar Casady & W.H. Mouser) for \$1500 on June 5, 1922. Lisle Boggs then purchased Lot 18 in Block 39 from Mrs. Pate on June 25, 1929 for a sum of \$5000. S.H. Rimbey bought Lot 17 in Block 39 for \$3000 on June 24, 1929.

Mr. Rimbey filed a prenuptial agreement with his fiancé, Pearle C. Bellamy, on August 3, 1928 stating: "Whereas the parties hereto are desirous of getting married and wishing to preserve their hereinbefore property of every kind and description as their separate and individual property and not subject to the marriage contract, it is hereby stipulated and agreed by and between the parties hereto, that:

"All the real estate now owned by the party of the first part is to be his, to be controlled, conveyed and disposed of as though he remained a single man,it is further stipulated and agreed by and between their parties hereto that in event they do not get along satisfactorily and divorce proceedings are instituted to end their marital status, it is agreed that neither of the parties hereto are to ask in court for alimony of any kind or character, and that the only division of property shall be as they possessed it before entering marriage contract..."

Lisle Boggs conveyed the title to Lot 18 in Block 39 to Sarah E. Boggs for \$1.00 on December 21, 1934. Mr. Rimbey, for \$4500, conveyed Lots 16 & 17 in Block 39 to John Fred Clay, May 27, 1944. This sale was set up as a mortgage between John Fred A Clay and Hardy Lowe Clay for an amount of \$2500, payable in 10 notes of \$250, and payable on each 6 month period. Mr. Rimbey released the mortgage on December 10, 1945.

The Clays built the buildings now sitting on Lot 16 and 17 in Block 39. J.C. Redden, on April 30, 1946, purchased \$5500 "Lot 16 in Block 39 together with the building thereon and an undivided one-half interest in and to the East wall of said building, said wall being a common wall between the building on Lot 16 in Block 39 of Cheyenne and Lot 17 in Block 39 it being the intention of the Parties to this contract that said wall shall be a party wall between said lots and said building located thereon."

On June 25, 1940, Sarah and J.P. Boggs conveyed Lisle Boggs Lot 18 for \$1.00. Another transaction didn't take place until October 15, 1957 when John Fred Clay & Hardy Lowe Clay conveyed to Tom P. Garrett, for \$1, "Lot 17 in Block 39 Except that part heretofore deeded to the Trustees of the I.O.O.F. Lodge #237 of Cheyenne, Oklahoma and their successors in office all that space above a twelve foot line parallel to and above the soil of said Lot 17 in Block 39 of Cheyenne."

W. E. and Bonnie L. Hills purchased both Lots 17 and 18. Lot 18 was purchased for \$2500 and Lot 17 for \$1500. These were purchased from Mr. & Mrs. Hills and Lisle Boggs, respectively, on August 7, 1961. Then on September 8, 1961, they purchased the remaining property from the I.O.O.F. Lodge #237 for \$400 Members of the lodge signing the contract included Carrel Wickham, Cecil Bonds, Edward Hixon, John C. Casady, S.C. Spitzer, Arthur Ormand and Judson Cunningham,

The abstract had not been properly updated after H.D. Cox passed away. Therefore, The Hills had to petition the court to obtain their official rights to the entire property. Judgment in favor of the Hills' petition was entered on October 9, 1961 giving the Hills' ownership of all the real estate described as Lot 18 in Block 39 of the Original Town of Cheyenne, Oklahoma, according to the Original Recorded plat thereof. Mr. and Mrs. Hill secured a mortgage from First National Bank & Trust Co. of Oklahoma City and The Security State Bank of Cheyenne, OK for \$55,000 as secure payment on November 10, 1961. The mortgage was released on July 3, 1969.

On June 12th, 1970 Bonnie L. Hills was appointed administratrix of the estate of W.E. Hills. At the time of his death the Hills' owned Lots 17 & 18, Block 39; Lots 4, 5, & 6, Block 40; Southwest Quarter of the Southwest Quarter Section 17, Township 12 North, Range 24 West I.M., Roger Mills County, Oklahoma, containing 40 acres; North 25 feet of Lot 1, Block 39; and an undivided 1/12 mineral interest in the Southeast Quarter of the Southeast Quarter Section 22, and the East Half of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter Section 27, Township 15 North, Range 24 West I.M., Roger Mills County, Oklahoma, containing 160 acres. Mrs. Hills remarried and in February 21, 1984, she and her husband, W.D. Brady, sold Lots 17 & 18 in Block 39 and all of the North 25 feet of the Lot 1, all in block 39 to Jauwan L. and Linda A. Moore for \$10.

Jauwan and Linda Moore used Lots 17 & 18 and all of the North 25 feet of the Lot One in block 39 as collateral on a note for \$81,000 on February 21, 1984. The mortgage was set to have 120 monthly payments of 1,257.93 beginning March 21, 1984; however, Mr. Moore died on August 6, 1984. Records show that the estate left Linda A Moore, Shawnda R. Moore, and Jauwan L. Moore, Jr. each 1/3 undivided interest. The mortgage on the property was released on May 21, 1985 when the property was deeded to J.B. Berry and Mike Harrison for \$10.

A Quit Claim Deed was filed January 14, 1988 in the amount of \$10 between Mike Harrison and J. B. Berry followed by a Warranty Deed filed by J.B. Berry and Edrae Berry gifting Lot 1 and all of Lots 17 & 18 in Block 39 to Joanne Berry Harrison, Trustee of Michael Bryan Harrison Trust. On September 22, 1992 Joanne Berry Harrison, Trustee of Michael Bryan Harrison Trust, filed a Warranty Deed for \$10 to herself. Ms Harrison then mortgaged the property for \$137,736.86 on the same day. The mortgage was released on February 24, 1997 when Mr. and Mrs. Harrison deeded the property to Brian J Wesner. He purchased all of Lot One, the East Half of Lot Two and all of Lots 16, 17, & 18 in Block 39 for \$305,000; shown by the mortgage on record dated February 28, 1997 with Security State Bank. The interest rate was 10% with a final maturity date of February 28, 1998. The mortgage was modified on July 24, 1997 to the amount of \$205,000 with 239 payments of \$1,979.52 beginning August 22, 1997 with balance due on July 22, 2017. On February 19, 2003 the bank released the mortgage in full.

Brian James Wesner died on May 18, 2005 and his heirs, Angie Ivey and Kari Robertson inherited the property. Angie Ivey was appointed the Personal Representative of the Brian James Wesner estate on June 2, 2005. The estate of Mr. Wesner sold the property to W. Dale Musick on August 4, 2005. The purchase of "All of Lot 1, the East Half of Lot 2 and all of Lots 17 & 18 in Block 39" sold for \$150,000.

Mr. Musick entered then entered into a Real Property Lease with Zoe's Restaurant on January 4, 2006. This lease was for "a part of Lots 17 and 18 in block 39, which is a part of a two-story block motel and is presently occupied as a storage room by owners of a one-story brick restaurant," with a term of 50 years at \$1 per year.

Steve Musick and Eileen Johnston purchased a 40% interest in the motel on August 13, 2006 for \$40,000. Payments starting August 20, 2006 were to be made to Dale Musick; however, he filed a release of mortgage on August 13, 2006. At that time Steve Musick and Eileen Johnston entered a promissory note in the amount of \$40,000 at 8% interest with Security State Bank. Monthly payments of \$811.06 were to be made until the maturity date of August 20, 2011. Steve Musick and Eileen Johnston married and a Joint Tenancy Quit Claim Deed to Steve Musick and Eileen Musick on February 15, 2007. A Real Estate Mortgage with Power of Sale was also filed on the same date with Security State Bank in the amount of \$156,116.20 with a maturity date of February 15, 2027. This amount enabled the Musick's to remodel the motel to its 4 star state that it is today!

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