

RECORDING COVER SHEET (Please print or type)

This cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, and does NOT affect the instrument. ORS 205.234

2023-004944**Klamath County, Oregon****06/27/2023 10:19:02 AM****Fee: \$102.00**

*This space reserved for use by
Recording Office*

AFTER RECORDING RETURN TO: ORS 205.234(1)(c)

Stephen E. Dingle

Arnold Gallagher P.C.

800 Willamette Street, Suite 800

Eugene, OR 97401

1. TITLE(S) OF THE TRANSACTION(S)

ORS 205.234(1)(a)

AFFIDAVIT OF MAILING pursuant to ORS 93.915(4)

2. DIRECT PARTY(IES) / GRANTOR(S)

ORS 205.234(1)(b)

Danae Drews

Jeffrey Bailey

136731 Highway 97 N

PO Box 17

Crescent, OR 97733

3. INDIRECT PARTY(IES) / GRANTEE(S)

ORS 205.234(1)(b)

Donald Lewis Kearney, Jr.

PO Box 151

Crescent, OR 97733

4. TRUE and ACTUAL CONSIDERATION

Amount in dollars or other value/property ORS 205.234(1)(d)

\$ _____ ☐ Other Value ☐ Other PropertyOther value/property is **Whole** ☐ or **Part** ☐ of the consideration**5. SEND TAX STATEMENTS TO:** ORS 205.234(1)(e)**6. SATISFACTION of ORDER or WARRANT**

Check one if applicable: ORS 205.234(1)(f)

☐

FULL

☐

PARTIAL

7. The amount of the monetary obligation**imposed by the order or warrant:** ORS 205.234(1)(f)

\$ _____

8. If this instrument is being Re-Recorded, complete the following statement:

ORS 205.244(2)

Re-recorded at the request of _____

to correct _____

_____ previously recorded in

Book/Volume _____ and Page _____, or as Fee Number _____.

RETURN OF SERVICE

**ORS 93.915(3)(b) CORRESPONDENCE LETTER DATED MARCH 24, 2023 RE:
CRESCENT MOON MOTEL LAND SALE CONTRACT**

Case Number: _____

ADDRESSOR: STEPHEN E DINGLE

vs.

ADDRESSEE: DANAE DREWS, JEFFREY BAILEY

For:

**STEPHEN DINGLE
ARNOLD GALAGHER ATTORNEYS AT LAW
P.O. BOX 1758
EUGENE, OR 97440-1758**

Received by Tri-County Legal Process Service, Inc. to be served on **DANAE DREWS, CRESCENT MOON MOTEL, 136731 US 97 N, CRESCENT, OR 97733.**

I, Paul Helikson, do hereby affirm that on the **5th day of April, 2023 at 12:47 pm, I:**

Delivered the following items: **ORS 93.915(3)(b) CORRESPONDENCE LETTER DATED MARCH 24, 2023 RE: CRESCENT MOON MOTEL LAND SALE CONTRACT** and left them in the care of the designated delivery reception box, as requested at the address of **CRESCENT MOON MOTEL, 136731 US 97 N, CRESCENT, OR 97733.**

Additional Information pertaining to this Service:

4/3/2023 2:14 pm Attempted Service. The door to the office is locked.

4/5/2023 12:20 pm Attempted Service. The office door is locked.

4/5/2023 12:30 pm Attempted. The office door is locked. I called a phone number located for the business and received an answer. Jeffrey Bailey answered and agreed to have the Letter left in the box. I then called the office of Stephen Dingle and I have been provided authorization to leave the documents accordingly.

I declare under penalty of perjury that I am a resident of the State of Oregon. I am a competent person 18 years of age or older and not a party to or attorney in the proceeding and am authorized to serve the process described herein. I certify that the person, firm, or corporation served is the identical one named in this action. I am not a party to nor an officer, director, or employee of, nor attorney for any party, corporate or otherwise.



Paul Helikson
Process Server

Date 7-6-23

**Tri-County Legal Process Service, Inc.
P.O. Box 309
Bend, OR 97709
(541) 317-5680**

Our Job Serial Number: HEL-2023001224



RETURN OF SERVICE

**ORS 93.915(3)(b) CORRESPONDENCE LETTER DATED MARCH 24, 2023 RE:
CRESCENT MOON MOTEL LAND SALE CONTRACT**

Case Number:

ADDRESSOR: **STEPHEN E DINGLE**

vs.

ADDRESSEE: **DANAE DREWS, JEFFREY BAILEY**

For:

**STEPHEN DINGLE
ARNOLD GALAGHER ATTORNEYS AT LAW
P.O. BOX 1758
EUGENE, OR 97440-1758**

Received by Tri-County Legal Process Service, Inc. to be served on **JEFFREY BAILEY, CRESCENT
MOON MOTEL, 136731 US 97 N, CRESCENT, OR 97733.**

I, Paul Helikson, do hereby affirm that on the **5th day of April, 2023** at **12:47 pm**, I:

Delivered the following items: **ORS 93.915(3)(b) CORRESPONDENCE LETTER DATED MARCH 24, 2023
RE: CRESCENT MOON MOTEL LAND SALE CONTRACT** and left them in the care of the designated
delivery receptacle box, as requested at the address of **CRESCENT MOON MOTEL, 136731 US 97 N,
CRESCENT, OR 97733.**

Additional Information pertaining to this Service:

4/3/2023 2:14 pm Attempted Service. The door to the office is locked.

4/5/2023 12:20 pm Attempted Service. The office door is locked.

4/5/2023 12:30 pm Attempted. The office door is locked. I called a phone number located for the business
and received an answer. Jeffrey Bailey answered and agreed to have the Letter left in the box. I then called
the office of Stephen Dingle and I have been provided authorization to leave the documents accordingly.

I declare under penalty of perjury that I am a resident of the State of Oregon. I am a competent person 18
years of age or older and not a party to or attorney in the proceeding and am authorized to serve the
process described herein. I certify that the person, firm, or corporation served is the identical one named in
this action. I am not a party to nor an officer, director, or employee of, nor attorney for any party, corporate
or otherwise.

Paul Helikson
Process Server

Date

**Tri-County Legal Process Service, Inc.
P.O. Box 309
Bend, OR 97709
(541) 317-5680**

Our Job Serial Number: HEL-2023001225





STEPHEN E. DINGLE
sdingle@arnoldgallagher.com
541-484-0188

March 24, 2023

***Via First Class Mail and Certified Mail
Return Receipt Requested-ORS 93.915(1)***

Danae Drews
Jeffrey Bailey
P.O. Box 17
Crescent, OR 97733

Re: Crescent Moon Motel Land Sale Contract

Dear Ms. Drews and Mr. Bailey:

I have been retained to represent Mr. Don Kearney in the matter of his sale of the Crescent Moon Motel to you in August of 2018 and memorialized in a land sale contract ("Original Agreement") signed on August 21, 2018. I have two purposes in contacting you: (1) Notice of Default and (2) A proposed resolution.

Section 5.1(2) of the Original Agreement requires Mr. Kearney to provide you with a ten (10) day notice of any default. Section 2.1 of the Agreement provides: "Purchaser shall pay when due all taxes and assessments levied against the Property after the [date of sale]." You are currently (2) two years behind on the property tax assessments. Section 1.2 of the Original Agreement requires you to make monthly payments of \$1,833.33. You are currently (4) four payments behind. Please consider this notice of your breach in these particulars as required by Section 5.1(2) of the Original Agreement. If the breaches are not cured as required by the Original Agreement, Mr. Kearney will exercise his right to the remedies listed in Section 5.2 of the Original Agreement.

This letter also serves as notice pursuant to ORS 93.915(3)(b). The current amount to cure your default is \$18,038.91 (delinquent payments \$7,333.32, Unpaid Taxes \$9,846.60 and \$858.99 in interest). Your default must be cured by June 21, 2023. If it is not the contract will be forfeited.

These circumstances bring me to the second purpose of this letter. Mr. Kearney is aware of the financial challenges you are facing and would still like to give you the opportunity to be successful. Therefore Mr. Kearney has authorized me to make you the following offer:

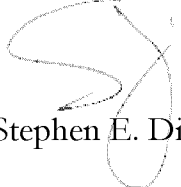
1. Mr. Kearney will declare you in default with your agreement and you will agree you are in default of the Original Agreement.
2. A new Agreement ("New Agreement") between you and Mr. Kearney will be drafted by me. The terms of that New Agreement will be:
 - a. Mr. Kearney will agree to purchase the Property back from you for \$200,000.00;
 - b. Mr. Kearney will pay all outstanding and unpaid property taxes;
 - c. Mr. Kearney will execute a lease ("Lease") to you of the Property for \$2,000 a month, the terms of which will be drafted by me. Mr. Kearney will pay my fees in this matter.

I believe Mr. Kearney has already explained the benefits to you of this offer. This is a very generous offer and will only remain open until April 7, 2023. You must contact me before noon on that day and express your agreement to the terms proposed by Mr. Kearney. If you do not, he will exercise his other rights under the contract and statute. This offer by Mr. Kearney is not a waiver of any of his rights under the Original Agreement or Oregon law and should not be construed by you as such.

Finally, I understand that you may be in the process of attempting to sell the motel. Be advised you must make any seller aware of the contents of this letter and the current state of your agreement with Mr. Kearney.

Please direct all correspondence to me on this matter. I thank you in advance for your courtesies in this matter. I look forward to hearing from you.

Sincerely,



Stephen E. Dingle

SED:lms

cc: Client (via email)