

MORTGAGE 1

This mortgage is inferior, secondary and made subject to a prior mortgage on the above described real estate made by GEORGE G. ABNEY and JEANNE ABNEY, husband and wife and RALPH A. HILL and MARGARET E. HILL, husband and wife to THE FEDERAL LAND BANK OF SPOKANE dated the 10th day of March, 1937, and recorded in the mortgage records in Blaine County in Book 2-57, at page 1323 thereof, reference to said mortgage records hereby being made; the said first mortgage was given to secure a note for the principal sum of \$25,000.00; the unpaid principal balance thereof of the date of the execution of this instrument is \$_____, 19____; and no more; interest thereon is paid to _____, 19____; said prior mortgage and the obligations secured thereby hereinafter, for brevity, are called simply "first mortgage".

MORTGAGE 2

This mortgage is inferior, secondary and made subject to a prior mortgage on the above described real estate made by GEORGE G. ABNEY and JEANNE ABNEY, husband and wife to THE FEDERAL LAND BANK OF SPOKANE dated the 22nd day of June, 1937, and recorded in the mortgage records in Blaine County in Book 2-71, at page 4391 thereof, reference to said mortgage records hereby being made; the said first mortgage was given to secure a note for the principal sum of \$40,000.00; the unpaid principal balance thereof of the date of the execution of this instrument is \$_____, 19____; and no more; interest thereon is paid to _____, 19____; said prior mortgage and the obligations secured thereby hereinafter, for brevity, are called simply "first mortgage".

EXHIBIT 78

INSTALLMENT NOTE

3493

\$4,920.00

Marion Falls, Oregon

April 23, 1936

We promise to pay to the order of Ralph Hill, at 3441
Delridge Lane, Marion Falls, Oregon 97403, the sum of four
thousand nine hundred twenty dollars and no/100 (\$4,920.00), with
interest thereon at the rate of 12.75 percent per annum from
April 23, 1936 until paid, with interest only payable in monthly
installments in the sum of \$52.23 each month to: (1) until
and beginning April, 1940 principal and interest in monthly
installments of not less than \$99.12 in any one payment. Each
payment of principal and interest as made shall be applied first
to accumulated interest and the balance to principal. The amount
payable as provided herein shall be made on the ____ day of May,
1936 and a like payment shall be made on the ____ day of May,
1937 and thereafter on the ____ day of each month thereafter
until the entire principal, together with accrued interest, has
been paid in full. If any one of said installments is not so
paid, the whole sum of both principal and interest shall become
immediately due and collectable at the option of the holder of
this note. If this note is placed in the hands of an attorney
for collection, we promise and agree to pay the reasonable
attorneys fees and collection costs of the holder, direct and in
addition to the sum of \$52.23 each month to be paid by the holder of
this note. If any appeal is taken from any decision of the Trial
Court, such further sum as may be fixed by the Appellate Court as
the holder's reasonable attorneys fees to the Appellate Court.

Paul Hunt
Paul Hunt

JUDGE OF CRIMINAL COUNTY OF CLATSOP

Filed for record at request of Paul Hunt, Attorney at Law on 4-23-36 at 12:22 PM and duly recorded in Vol. 100 at
of Book 100 100 on Page 100
Paul Hunt, Attorney at Law
By Paul Hunt

SEE 107.40