

MORTGAGE 1:

This mortgage is inferior, secondary and made subject to a prior mortgage on the above described real estate made by GERALD G. APPANT and JEANIE APPANT, husband and wife, to RALPH A. HILL and BERTHA 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 Klamath County in Book 11-37, page 1329 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 unknown; said prior mortgage and the obligations secured thereby hereinafter, for brevity, are called simply "first mortgage-1".

MORTGAGE 2:

This mortgage is inferior, secondary and made subject to a prior mortgage on the above described real estate made by GERALD G. APPANT and JEANIE APPANT, husband and wife, to THE FEDERAL LAND BANK OF SPOKANE dated the 22nd day of June, 1972, and recorded in the mortgage records in Klamath County in Book 11-72, at page 6792 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 unknown; said prior mortgage and the obligations secured thereby hereinafter, for brevity, are called simply "first mortgage-2".

MORTGAGE 3:

This mortgage is inferior, secondary and made subject to a prior mortgage on the above described real estate made by GERALD G. APPANT and JEANIE APPANT, husband and wife, to RALPH A. HILL, dated the 2nd day of April, 1956, and recorded in the mortgage records in Klamath County in Book 11-56, at page 7120 thereof, reference to said mortgage records hereby being made; the said first mortgage was given to secure a note for the principal sum of \$4,920.00; the unpaid principal balance thereof of the date of the execution of this instrument is \$4,920.00 and no more; interest thereon is paid to June 23, 1987; said prior mortgage and the obligations secured thereby hereinafter, for brevity, are called simply "first mortgage-3".

REFERENCE 1:

This mortgage is inferior, secondary and subordinate to a prior mortgage on the above described real estate made by BERNARD G. ARNT and JEANIE ARNT, husband and wife, to GEORGE ARNT dated the 29th day of April, 1936, and recorded in the mortgage records in Klamath County in Book 15-56, at page 7342 thereof, reference to said mortgage records hereby being made; the said first mortgage was given to secure a note for the principal sum of \$2,300.00; the unpaid principal balance thereof at the date of the execution of this instrument is \$2,300.00, plus interest, and no more; said prior mortgage and the obligations secured thereby hereinafter, for brevity, are called simply "first mortgage".

9862

INSTALLMENT NOTE

\$4,920.00

Klamath Falls, Oregon

April 1, 1937

We promise to pay to the order of Ralph Wynn, 1201 Mitchell Street, Klamath Falls, Oregon, 97601, the sum of Four Thousand Nine Hundred Twenty and no/100 Dollars (\$4,920.00), with interest thereon at the rate of 7 1/2 per annum from April 1, 1937, until paid, with interest only payable in monthly installments to the sum of \$29.70 each month for four (4) years. Beginning April 1, 1938, principal and interest in monthly installments of not less than \$23.88 in any one payment shall be paid. Each payment of principal and interest as made shall be applied first to accumulated interest and the balance to principal. The first payment as provided herein shall be made on the 15th day of May, 1937, and a like payment on the 15th 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 hereof and if suit or action is filed hereon, we also promise to pay: (1) holder's reasonable attorneys fees to be fixed by the Trial Court; and (2) 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 in the Appellate Court.

[Signature]
GEORGE ARMIT

[Signature]
RALPH WYNN

Exhibit: 5

STATE OF OREGON, COUNTY OF Klamath

First for record & report of Boivin & Washburn, Attorneys
at June AD. 19 37 in 1110 other 2 M. and date recorded in Vol. 3458 on Page 3458
at Klamath Falls
Filed 221.00
By [Signature]
Irriga Chico, Census Clerk