

# ADDENDUM TO ADJUSTABLE RATE/GRADUATED PAYMENT RIDER

(Fixed Rate Conversion Option)

THIS ADDENDUM TO ADJUSTABLE RATE RIDER OR GRADUATED PAYMENT RIDER is made this 8th day of MAY, 1984, and is incorporated into and shall be deemed to amend and supplement the Adjustable Rate Rider or Graduated Payment Rider (the "Rider") to the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), each of which bears the same date shown above and is given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note or Graduated Payment Note to STATE FED MORTGAGE CORPORATION, AN OREGON CORPORATION (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

1936 SARGENT STREET KLAMATH FALLS, OREGON 97601  
[Property Address]

**In addition to the provisions contained in the Rider, this Addendum may permit the Borrower to convert the adjustable rate loan into a fixed rate, level payment, fully amortizing loan.**

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument and the Rider, Borrower and Lender further covenant and agree as follows:

## A. OPTION TO CONVERT TO FIXED RATE; CONDITIONS TO OPTION

1. Except as provided in Section A 2 below and notwithstanding anything to the contrary in the Note or the Rider, I may choose to convert my adjustable rate interest payments to fixed rate interest payments, as of the first day of JULY, 1985 or as of that day of the same month of each of the following 3 calendar years. Each date as of which I can choose to convert my interest payments is called a "Conversion Date." The last possible Conversion Date is JULY 1, 1988.

If I choose to make this conversion, I must give the Lender notice that I am doing so at least 30 days before the next Conversion Date (the "Effective Conversion Date"). I also must sign and give to the Lender a document, in any form that the Lender may require, changing the terms of the Note as necessary to give effect to the conversion. Beginning with the Effective Conversion Date, if such conversion has been chosen, my interest rate will be equal to the Federal National Mortgage Association's published required Net Yield for 30-year, fixed rate mortgages covered by 60-day mandatory delivery commitments that was in effect as of the date 45 days before the Effective Conversion Date, plus .375 of one percent (.375%). If such required Net Yield is not available, Lender will determine my new, fixed interest rate by using a comparable figure.

2. If the unpaid principal balance of my loan on the Effective Conversion Date will be greater than the original principal amount of my loan, the Lender may require that a qualified real estate appraiser, chosen by the Lender, prepare an appraisal report on the value of the secured property. I will pay the Lender a reasonable fee for this appraisal report. If the unpaid principal balance of my loan on the Effective Conversion Date will be an amount greater than 95% of the value of the property securing my loan, as established by the appraisal report, I will not have the option to convert my adjustable rate interest payments described in Section A 1 above unless I pay the Lender an amount sufficient to reduce the unpaid principal balance to that amount.

## B. DETERMINATION OF NEW PAYMENT AMOUNT

If I choose to convert to a fixed rate of interest as provided in Section A above, the Lender will then determine the amount of a monthly payment that would be sufficient to repay the unpaid principal balance of my loan I am expected to owe on the Effective Conversion Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment (the "New Payment Amount").

## C. PAYMENT OF NEW PAYMENT AMOUNT; CONTINUATION OF FIXED RATE

Beginning with my first monthly payment after the Effective Conversion Date, I will, if I have chosen the forgoing conversion, pay the New Payment Amount as my monthly payment, and the interest rate I pay will not change from the fixed rate established as of the Effective Conversion Date.

## D. PAYMENT OF CONVERSION FEE

For choosing to convert my adjustable interest rate payments to fixed rate payments, as provided above, I will pay the Lender a conversion fee equal to 1.5 percent (1.5%) of that part of principal that, as of the Effective Conversion Date, has not been paid plus U.S. \$0 (not to exceed \$100.00). I will pay the conversion fee on or before the date of my first monthly payment after the Effective Conversion Date.

## E. NOTICE BY LENDER

Before the date of my first monthly payment after the Effective Conversion Date, the Lender will mail or deliver to me: a notice of my new interest rate as of the Effective Conversion Date; the amount of my New Monthly Payment; the amount of the conversion fee; and a date (not later than 15 days from the date the Lender gives me the notice) by which I must sign and give the Lender a document making the changes to the Note that are necessary to provide the new fixed interest rate. The notice will include all information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**F. FAILURE TO CHOOSE CONVERSION**

If I do not, at least 30 days before the last possible Conversion Date specified in Section A 1 above, give the Lender notice that I choose to convert my adjustable rate interest payments to fixed rate interest payments and do the other things that I must do under Section A above, within the applicable times specified in such Section, I will no longer have the right to choose such a conversion of interest payments.

IN WITNESS WHEREOF, Borrower has executed this Addendum.

Kelly D. Krahn .....(Seal)  
 KELLY D. KRAHN .....Borrower  
Laurie L. Krahn .....(Seal)  
 LAURIE L. KRAHN .....Borrower  
 .....(Seal)  
 .....Borrower

[Sign Original Only]

Return to: ATC

STATE OF OREGON, )  
 County of Klamath )  
 Filed for record at request of

on this 22 day of May A.D. 19 84  
 at 3:40 o'clock P M, and duly  
 recorded in Vol. M84 of Mortgages  
 Page 8496

**EVELYN BIEHN**, County Clerk  
 By Pam Smith Deputy  
 Fee 8.00