

ADDENDUM  
(Idaho)

HUD Project Number:  
Project Name:

The title of the Security Instrument and the first sentence thereof is modified as follows:  
**HEALTHCARE (MORTGAGE, DEED OF TRUST, AS APPROPRIATE) ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, AND FIXTURE FILING (IDAHO)**

The following sections are inserted into the Security Instrument and made a part thereof:

**[Note: Do not delete paragraph 43. The following provisions are to be added to paragraph 43]:**

**43. ACCELERATION; REMEDIES.**

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an Event of Default and of Lender's election to cause the Mortgaged Property to be sold and shall cause the notice to be recorded in each county in which the Mortgaged Property or some part of the Mortgaged Property is located. Lender or Trustee shall mail copies of the notice in the manner prescribed by the laws of Idaho to Borrower and to the other persons prescribed by the laws of Idaho. Trustee shall give notice of sale and shall sell the Mortgaged Property according to the laws of Idaho. Trustee may sell the Mortgaged Property at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any part of the Mortgaged Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Mortgaged Property at any sale.

Trustee shall deliver to the purchaser at the sale, within a reasonable time after the sale, Trustee's deed conveying the Mortgaged Property so sold without any covenant or warranty, express or implied. The recitals in Trustee's deed shall be prima facie evidence of the truth of the statements made in those recitals. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including Trustee's and attorneys' fees and costs of title evidence; (b) to the Indebtedness in such order as Lender, in Lender's discretion, directs; and (c) the excess, if any, to the person or persons legally entitled thereto.

As an alternative to invoking the power of sale, at any time after Lender has declared the Indebtedness to be immediately due and payable, Lender may commence an action to judicially foreclose this Instrument as a mortgage. The Mortgaged Property may be sold at one or more sales, as a whole or in such parcels or lots, with such elements of real and/or personal property, and in such manner or order as Lender, in its discretion, may elect. Lender shall be entitled to possession of the Mortgaged Property during any redemption period allowed under the laws of

the State of Idaho. However, if Borrower remains in possession of the Mortgaged Property after it has been sold, Borrower shall become a tenant at will of the purchaser of the Mortgaged Property and shall pay a reasonable rental for use of the Mortgaged Property while it is in Borrower's possession. During any redemption period, the purchaser may make such repairs and alterations to the Mortgaged Property as may be reasonably necessary for its proper operation, care, preservation or protection; pay any Impositions which become due; insure the Mortgaged Property against loss by casualty and itself against liability arising from its ownership and use of the Mortgaged Property; pay liens not extinguished by the foreclosure; and pay any other amounts relating to the Mortgaged Property as they become due. All sums so paid, together with interest thereon from the date of the expenditure at the rate allowed under Idaho law during the period of redemption, shall be included in the amount required to be paid to redeem the Mortgaged Property.

**Add the following provisions:**

**49. RECONVEYANCE.** Upon payment of the Indebtedness, Lender shall request Trustee to reconvey the Mortgaged Property and shall surrender this Instrument and all notes evidencing the Indebtedness to Trustee. Trustee shall reconvey the Mortgaged Property without warranty to the person or persons legally entitled to the Mortgaged Property. Such person or persons shall pay Trustee's reasonable costs incurred in so reconveying the Mortgaged Property.

**50. SUBSTITUTE TRUSTEE.** Lender at Lender's option may from time to time remove Trustee and appoint a successor trustee. Without conveyance of the Mortgaged Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee in this Instrument and by applicable law.

**51. AREA AND LOCATION OF LAND.** The Mortgaged Property is located within an incorporated city or village, does not exceed eighty (80) acres and is not principally used for the agricultural production of crops, livestock, dairy or aquatic goods, or does not exceed forty (40) acres. (This paragraph applies when this Instrument is a Deed of Trust.)

**52. FINANCING STATEMENT.** This Instrument constitutes a financing statement with respect to any part of the Mortgaged Property which is or may become a Fixture and for the purposes of such financing statement: (a) the Debtor shall be Borrower and the Secured Party shall be Lender; (b) the addresses of Borrower as Debtor and of Lender as Secured Party are as specified above in the first paragraph of this Instrument; (c) the name of the record owner is Borrower; and (d) the types or items of collateral consist of any part of the Mortgaged Property which is or may become a Fixture.

**53. WAIVER OF TRIAL BY JURY. BORROWER AND LENDER EACH (A) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS INSTRUMENT OR THE RELATIONSHIP BETWEEN THE PARTIES AS BORROWER AND LENDER THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS**

**NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.**

**54. CONSTRUCTION MORTGAGE.** This Security Instrument secures unpaid balances of obligatory loan advances to be made by Lender to Borrower pursuant to the terms and provision of the Building Loan Agreement, the terms and provisions of which are incorporated herein as if fully rewritten. Said Building Loan Agreement obligates Lender to advance to Borrower certain sums under definite and certain conditions, in a particular manner and at the times set forth therein, the total outstanding principal indebtedness of which, at any one time, is not to exceed \_\_\_\_\_ and 00/100 Dollars (\$\_\_\_\_\_). The Building Loan Agreement may be inspected by interested persons at the offices of the Lender. This Security Instrument secures an obligation incurred for the construction of improvements to the Mortgaged Property and, as such, is a "construction mortgage" as said term is used and defined under Article 9 of the Uniform Commercial Code.

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**THE SECURITY INSTRUMENT SHALL BE PREPARED TO CONFORM TO THE REQUIREMENTS OF THE LOCAL FILING JURISDICTION IN WHICH THE INSTRUMENT IS TO BE RECORDED AND FILED**