

ADDENDUM  
(Washington State)

HUD Project Number:  
Project Name:

The title of the Security Instrument is modified as follows: **HEALTHCARE DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS, AND FIXTURE FILING.**

The following sections are added to the Security Instrument and made a part thereof:

**43. ACCELERATION; REMEDIES.**

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

In addition to the foregoing:

(a) After giving Borrower notice of the occurrence of an Event of Default in the manner prescribed by Washington law, Lender may invoke the power of sale and any other remedies permitted by Washington law or provided in this Instrument, the Loan Agreement or in any other Loan Document. Borrower acknowledges that the power of sale granted in this Instrument may be exercised by Lender without prior judicial hearing. Borrower has the right to bring an action to assert that an Event of Default does not exist or to raise any other defense Borrower may have to acceleration and sale. Lender will be entitled to collect all costs and expenses incurred in pursuing such remedies, including Attorneys' Fees and Costs and costs of documentary evidence, abstracts and title reports.

(b) If Lender invokes the power of sale, Lender will give written notice to Trustee of the occurrence of the Event of Default and of Lender's election to cause the Mortgaged Property to be sold. Trustee and Lender will give such notices as Washington law may require to Borrower and to all other persons entitled to receive notice under Washington law. After the lapse of such time as may be required by Washington law, Trustee will sell the Mortgaged Property according to Washington law. 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 the sale of all or any part of the Mortgaged Property for a period or periods not exceeding a total of 30 days by public announcement at the time and place fixed in the

notice of sale. Lender or Lender's designee may purchase the Mortgaged Property at any sale.

(c) Within a reasonable time after the sale, Trustee will deliver to the purchaser at the sale, a deed conveying the Mortgaged Property so sold without any covenant or warranty, express or implied. The recitals in Trustee's deed will be prima facie evidence of the truth of the statements made in the recitals. Trustee will apply the proceeds of the sale pursuant to RCW 61.24.080 or as otherwise required by applicable law.

(d) Reconveyance. Upon payment of the Indebtedness, Lender will request Trustee to reconvey the Mortgaged Property and will deliver this Instrument and the Note to Trustee. Trustee will reconvey the Mortgaged Property without warranty to the person or persons legally entitled thereto. Such person or persons will pay Trustee's reasonable costs incurred in so reconveying the Mortgaged Property.

(e) Substitute Trustee. In accordance with Washington law, Lender may from time to time appoint a successor trustee to any Trustee appointed under this Instrument who has ceased to act. Without conveyance of the Mortgaged Property, the successor trustee will succeed to all the title, power and duties conferred upon the predecessor Trustee and by applicable law.

**49. USE OF THE PROPERTY.** The Mortgaged Property is not used principally for agricultural purposes.

**NOTICE: ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.**

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