ADDENDUM (Maryland)

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 (MARYLAND).**

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

- **43. ACCELERATION; REMEDIES.** The following additional Maryland provisions pertain to the power of sale granted in the Security Instrument:
- (a) If Lender invokes the power of sale, Lender shall mail or cause Trustee to mail written notice of sale to Borrower in the manner prescribed by Maryland law. Trustee shall give notice of sale and shall sell the Mortgaged Property according to Maryland law. Trustee may sell 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 giving notice of the new date in the manner prescribed by Maryland law. Lender or Lender's designee may purchase the Mortgaged Property at any sale.
- (b) Trustee shall deliver to the purchaser at the sale, within a reasonable time after the sale, a deed conveying the Mortgaged Property so sold without any express or implied covenant or warranty. The recitals in Trustee's deed shall be prima facie evidence of the truth of the statements made in those recitals. Subject to Maryland Rule 14-208(a), Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including Trustee's fees not to exceed 5% of the gross sale price, 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 to the excess.
- (c) Borrower hereby assents to the passage of a decree for the sale of the Mortgaged Property pursuant to Lender's exercise of its rights under this Section.

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.