

ADDENDUM  
(Colorado)

HUD Project Number:  
Project Name:

*The title of the Security Instrument for Colorado projects is modified as follows:*

**HEALTHCARE DEED OF TRUST  
ASSIGNMENT OF LEASES, RENTS AND REVENUE  
AND SECURITY AGREEMENT  
(COLORADO)**

*The following Section 43 hereby replaces Section 43 of the Security Instrument:*

**43. ACCELERATION; REMEDIES.**

**(a)** If a Monetary Event of Default occurs and is continuing, Lender, at Lender's option, may declare the Indebtedness to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law or provided in this Security Instrument or in the Note. Following a Covenant Event of Default, Lender, at Lender's option, but so long as the Loan is insured or held by HUD, only after receipt of the prior written approval of HUD, may declare the Indebtedness to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law or provided in this Security Instrument or in the Note, or seek the appointment of a receiver for the Healthcare Facility. Borrower acknowledges that the power of sale granted in this Security Instrument may be exercised by Lender in accordance with applicable law. Lender shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including reasonable attorneys' fees (including but not limited to appellate litigation), costs of documentary evidence, abstracts and title reports.

**(b)** In addition to the requirements set forth in paragraph (a), the following rights and remedies are applicable to Lender at any time HUD is not the holder of the Note and the Security Instrument. If Lender invokes the power of sale, Trustee shall give notice of sale in the manner required by Colorado law to Borrower and to all other persons who are entitled to receive such notice under Colorado law, and shall sell the Mortgaged Property according to Colorado 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 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 Trustee's certificate describing the Mortgaged Property and the time when

the purchaser will be entitled to Trustee's deed to the Mortgaged Property. 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 as prescribed by applicable law.

*The following Section 52 is hereby added to the Security Instrument:*

**52. RELEASE.** Upon payment of the Indebtedness, Lender shall request Trustee to release this Security Instrument and shall deliver to Trustee the canceled Note. Trustee shall release this Security Instrument without further inquiry or liability. Borrower shall pay all costs of recordation, if any, of the release and shall pay the statutory Trustee's fee. [C.R.S. 38-39-102]

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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.**