

ADDENDUM  
(Tennessee)

HUD Project Number:  
Project Name:

The title of the Security Instrument is modified as follows: **HEALTHCARE DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT (TENNESSEE)**

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

**43. ACCELERATION; REMEDIES.** The following additional Tennessee provisions pertain to the power of sale granted in the Security Instrument:

(a) The Trustee hereunder or his agent or successors is empowered and authorized after giving notice to the borrower and any codebtor in accordance with the provisions of Tennessee Code Annotated (hereinafter T.C.A.) §35-5-101 et seq, to foreclose under this Deed of Trust or under the Note secured hereby after advertising the sale shall be made at least three (3) different times in some newspaper published in the county where the sale is to be made. The first publication shall be at least twenty (20) days previous to the sale. The sale shall be in accordance with T.C.A. §35-5-104 giving notice at the date, time, place and terms of the sale to sell the property at public outcry at such time between the hours of ten (10) in the forenoon and four (4) in the afternoon as shown in said advertisement of sale, to the highest and best bidder for cash in bar of all equities of redemption, the Statutory Right of Redemption, including without limitation, those rights contained in T.C.A. §66-8-101 et seq, homestead, dower, and all other rights or exemptions of every kind, all of which are hereby expressly waived. The parties in interest hereby waive the necessity of the Trustee making oath, filing inventory, or giving bond as security for the execution of this trust, as required by the laws of Tennessee. Upon such sale, the Trustee is hereby authorized to execute and deliver a deed of conveyance in fee of said property to the purchaser thereof, and to place the purchaser in quiet and peaceful possession of the property. The Borrower agrees that in case of any sale under this Deed of Trust it will at once surrender possession of the property, and will from that moment become and be a tenant at the will of the purchaser, and be removable by process, such as forcible and unlawful detainer, hereby agreeing to pay to the purchaser the reasonable rental value of the property after such sale.

(b) The Borrower covenants and agrees that the proceeds of any sale under this Deed of Trust shall be applied as determined by the Lender unless otherwise required by applicable law.

(c) If the Lender shall for any reason desire to replace the Trustee or any successor Trustee hereunder, or if the Trustee should die or be unable or refuse to act, the Lender shall have the right to remove the said Trustee and appoint a successor by an instrument in writing; in accordance with T.C.A. §35-5-114, at any time by filing a substitution of Trustee for record with the Register of Deeds of the county in which the property is situated. The substitute Trustee or its delegate shall succeed to all the power, duties, authority, and title of the original Trustee and any previous successor Trustee or delegatee.

50. (a) This Deed of Trust shall be construed according to the laws of the State of Tennessee.

(b) This Security Instrument covers the collateral described herein in this Security instrument and includes goods that are, or are to become so affixed to the mortgaged property described in Exhibit A hereto so as to become fixtures and also constitutes a fixture filing under T.C.A. §§47-9-334 and 47-9-502, and is to be filed in the real estate records. The names of the Grantor (Borrower) and the Secured party (Lender), the mailing address of the Secured party from which information concerning the security interest may be obtained, the mailing address of the Grantor, and a statement indicating the types, or describing the items, of collateral are stated herein in compliance with T.C.A. §47-9-502 as amended.

**(c) NOTICE PURSUANT TO TCA §47-28- 104. NOTICE IS HEREBY GIVEN THAT THIS DEED OF TRUST SECURE OBLIGATORY ADVANCES AS DEFINED IN T.C.A. §47-28-101 ET SEQ AND IS FOR COMMERCIAL PURPOSES. THIS DEED OF TRUST ALSO SECURES OPTIONAL ADVANCES, WHICH ARE NOT OBLIGATORY.**

(d) This security instrument is given for commercial purposes and for the purpose of creating a lien on the mortgaged property in order to secure not only any existing indebtedness or advances made contemporaneously with the execution hereof, but also future advances, whether such advances are obligatory, or to be made at the option of lender, or both, and whether made before or after default or maturity or other similar events, to the same extent as if such future advances were made on the date of the execution of this security instrument, although there may be no advance made at the time of the execution hereof and although there may be no indebtedness outstanding at the time any advance is made as provided by T.C.A. §47-28-102. This notice referencing obligatory future advances is for purposes of complying with T.C.A. §47-28-104 and no other inference is to be presumed hereunder. Notwithstanding the reduction of the amount(s) secured hereby at any time to zero, this security instrument shall remain in full force and effect until such time as release or satisfaction thereof is filed or recorded by lender.

(e) This security instrument is a "Construction Mortgage" as defined in T.C.A. §47-9- 334(h), or is given to refinance a construction mortgage. The lender has not consented and will not consent to any contract or to the performance of any work or the furnishing of any

labor or materials that may be deemed to create a lien(s) superior to the lien of this security interest under T.C.A. §66-11-108 from time to time or otherwise.

**(DELETE IF NOT APPLICABLE)**

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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**