

ADDENDUM  
(Virginia)

HUD Project Number:  
Project Name:

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

The following section is inserted into the Security Instrument amending and restating Section 43 and made a part thereof:

**43. ACCELERATION; REMEDIES.** If a Monetary Event of Default occurs and is continuing for a period of thirty (30) days, Lender, at Lender's option may declare or request or direct the Trustee to declare the Indebtedness to be immediately due and payable without further demand, and may invoke or direct the Trustee to invoke the power of sale and any other remedies permitted by Virginia 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 or direct or request the Trustee to 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 Virginia 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 the Lender or Trustee without prior judicial hearing to the extent permitted by Virginia law. Lender or Trustee shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including reasonable of attorney's fees (including but not limited to appellate litigation), costs of documentary evidence, abstracts and title reports. Borrower also acknowledges that Trustee may act hereunder in any manner permitted by Virginia 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.**