

ADDENDUM  
(Alaska)

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 (ALASKA).**

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

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

Borrower acknowledges that the power of sale granted in the Security Instrument may be exercised or directed by Lender without prior judicial hearing pursuant to AS 34.20.070.

(a) If the power of sale is invoked, Trustee shall execute a written notice of the occurrence of an Event of Default and of the election to cause the Mortgaged Property to be sold and shall record the notice in each Recording District in which the Mortgaged Property or some part of the Mortgaged Property is located. Trustee shall mail or deliver copies of the notice in the manner provided by the laws of Alaska to Borrower and to such other persons as the laws of Alaska prescribe. Trustee shall give notice of sale and shall sell the Mortgaged Property according to the laws of Alaska. 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 sale of all or any parcel of the Mortgaged Property by public announcement at the time and place of any previously scheduled sale.

(b) Trustee shall deliver to the purchaser at the sale, within a reasonable time after the sale, Trustee's deed conveying the Mortgaged Property so sold without any covenant or warranty, express or implied. 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 in the following order: (a) to all costs and expenses of the sale, including Trustee's and 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 it.

**49. FUTURE ADVANCES.** Pursuant to AS 45.29.204, the Security Instrument creates and provides for a security interest in after-acquired collateral. The Security Instrument also provides that the after-acquired collateral secures, and the Note may be sold in connection with, future advances.

**50. RECONVEYANCE.** Pursuant to AS 34.20.115, upon payment in full of the Indebtedness, Lender shall request Trustee to reconvey the Mortgaged Property and shall surrender the Security Instrument and the Note to Trustee. Trustee shall reconvey the Mortgaged Property without warranty to the person or persons legally entitled to the Mortgaged Property. Such person or persons shall pay Trustee's reasonable costs incurred in so reconveying the Mortgaged Property.

**51. SUBSTITUTE TRUSTEE.** Pursuant to AS 34.20.120, Lender, at Lender's option, may from time to time remove Trustee and appoint a successor Trustee in accordance with the laws of Alaska. Without conveyance of the Mortgaged Property, the successor Trustee shall succeed to all the title, power and duties conferred upon the Trustee in the Security Instrument and by applicable State law.

**52. TRUSTEE BOND.** Pursuant to AS 34.20.125, before performing the duties of a Trustee under AS 34.20.070 and 34.20.080, a person shall obtain a surety bond in the amount of \$100,000 to protect the trustors and beneficiaries of trust deeds against fraud or defalcation by the Trustee in the performance of the duties.

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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.**