

ADDENDUM  
(Missouri)

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 (Missouri).**

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

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

Following a Monetary or Covenant Event of Default, the Trustee or his successor as hereinafter provided for, at the request of the holder of the aforesaid Note, may proceed to sell the property hereinbefore conveyed, or any part thereof, at a public venue (*location for public sale as prescribed by the Missouri Statutes and County (or City of St. Louis) in which property is located*) \_\_\_\_\_, State of Missouri, first giving twenty (20) days' notice of the time, terms, and place of sale, and the property to be sold, by advertisement published in some newspaper printed and published in the (*above described County (or City of St. Louis)*) \_\_\_\_\_, State of Missouri, to the highest bidder for cash, and upon such sale shall execute a deed conveying the property to the purchaser thereof. The Beneficiary shall have power successively to remove the above-mentioned Trustee or any successor Trustee, and to appoint in writing (acknowledged and recorded), a successor to such Trustee, which successor shall succeed to the title and all of the rights and powers of the original Trustee. The Trustee shall receive the proceeds of such sale, out of which he shall pay, FIRST, the cost and expense of executing this Trust, including lawful compensation to the Trustee for his services as provided by statute, and NEXT, he shall repay any money advanced for taxes, insurance, or other advances or charges as above provided, and NEXT, the amount unpaid on said Note together with the interest accrued thereon and all overdue payments and charges provided for herein and the remainder, if any, shall be paid to said Grantor; PROVIDED, HOWEVER, that nothing in this instrument shall be so construed as to prevent the holder of said Note taking every step and means to enforce payment of said indebtedness by court proceeding.

**50. ORAL AGREEMENTS.**

The following notice is given to comply with Sections 432.045 and 432.047 of the Revised Statutes of Missouri: Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt, including promises to extend or sever such debt, are not enforceable, regardless of the legal theory upon which it is based that is in any way related to the credit agreement. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

As used in this Section 50, “this writing” is deemed to include this Security Instrument and all other Loan Documents.

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**THE SECURITY INSTRUMENT SHALL BE PREPARED TO CONFORM TO THE REQUIREMENTS SET FORTH IN SECTIONS 59.310.2 AND 59.313.2 OF THE REVISED STATUTES OF MISSOURI.**