ADDENDUM

(Minnesota)

HUD Project Number:

Project Name:

The title of the Security Instrument is modified as follows: **MULTIFAMILY MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, AND SECURITY AGREEMENT (MINNESOTA).**

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

**2. UNIFORM COMMERCIAL CODE SECURITY AGREEMENT:**  The following additional Minnesota provision pertains to the Uniform Commercial Code Security Agreement, Section 2, of the Security Instrument:

For the purposes of such financing statement: (i) Borrower shall be deemed the “Debtor” with the address set forth in the first paragraph on page 1, (ii) Lender shall be deemed the “Secured Party” with the address set forth in the first paragraph on page 1, (iii) this Security Instrument covers goods which are or are to become Fixtures; (iv) the name of the record owner of the Land is the Debtor, (v) this Security Instrument is to be filed for record in the real property records, and (vi) see Exhibit A for a description of the real property to which the collateral is related.

**3. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** The following additional Minnesota provisions pertain to the Assignment of Rents; Appointment of Receiver; Lender in Possession, Section 3, of the Security Instrument:

Notwithstanding anything apparently to the contrary in Section 3, the enforcement of Lender’s rights thereunder shall be subject to, limited by and conducted in accordance with the provisions of Minnesota Statutes Sections 559.17 and 576.25, as applicable, and as the same may be amended or replaced from time to time. **49. WAIVER OF HOMESTEAD.** Borrower waives all right of homestead exemption in the Mortgaged Property.

**50. NON-AGRICULTURAL USE.** Borrower represents and warrants that as of the date of this Security Instrument the Mortgaged Property is not in agricultural use as defined in Minnesota Statutes § 40A.02, Subd. 3, and is not used for agricultural purposes.

**This 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.**