ADDENDUM

(Tennessee)

HUD Project Number:

Project Name:

The title of the Security Instrument is modified as follows: **MULTIFAMILY 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:

1. The Trustee hereunder or his agent or successors is empowered and authorized after giving notice to the borrower 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 after advertising the sale shall be made at least two (2) different times in some newspaper published in the county where the sale is to be made and by a posting online by a third-party internet posting company for at least twenty (20) continuous days prior to the sale. The posting made pursuant to the third-party internet posting company must be posted online in a manner such that the posting is publicly viewable to general internet users.
2. In any sale of land to foreclose this deed of trust, mortgage or other lien securing the payment of money or other thing of value or under judicial orders of process, the trustee or any other party that sells the property shall send to the debtor a copy of the notice required under T.C.A. §35-5-104. The notice must be sent on or before the first date of the publication provided above and by registered or certified mail, return receipt required. The notice must be sent addressed to the debtor at the mailing address of the property, if any, and the last known mailing address of the debtor or any other mailing address of the debtor specifically designated for the purpose of receiving notices. The notices are to be provided at least thirty (30) days prior to the first publication date in the written correspondence or written notice in accordance with the loan agreement from the debtor or the creditor.
3. Unless postponement or adjournment is contractually prohibited, any sale hereunder may be adjourned and rescheduled one (1) or more times without additional newspaper publication upon compliance of the following: (i) The sale is held within one (1) year of the originally scheduled date; (ii) Each postponement or adjournment must be set to a specified date and time and must be announced by posting with the third-party internet posting company and announced at the date, time, and location of each scheduled sale date; provided however, that if the sale is postponed or adjourned for less than five (5) days after the original sale announcement by internet posting is not required; (iii) If the postponement or adjournment is for more than thirty (30) days, notice of the new date, time and location must be mailed no less ten (10) calendar days prior to the sale date via regular mail to the debtor and (iv) Notice of the right to postpone or adjourn without additional publication shall not be required to be published in any newspaper publication. “Location: means the physical place where the sale is being conducted or the website of the internet-based platform, if the sale is being conducted online.” Third-party internet posting companies shall comply with all requirements as outlined T.C.A. §35-5-101 et seq. Third-party internet posting companies shall be liable as outlined in T.C.A. §35-5-101 et seq.
4. The sale shall be in accordance with T.C.A. §35-5-104 as outlined in the newspaper published notice or by the identified website of the third-party internet posting company that posts the advertisement 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 nine o’clock (9:00 a.m.) and seven o’clock (7:00 p.m.) 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.
5. The sale shall be conducted in accordance with T.C.A. §35-5-105 and if under T.C.A. §8-21-1301, then the officer or person conducting the sale shall make publication for the rates provided by written notices in T.C.A. §§35-5-101(a)(2) and 35-5-104.
6. 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.
7. Trustee shall deliver to the purchaser Trustee’s deed conveying the Property

without any covenant or warranty, expressed or implied. The recitals in the Trustee’s

deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee’s and attorneys’ fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

1. Release. Upon payment of all sums secured by this Security Instrument,

Lender shall release this Security Instrument. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third-party for services rendered and the charging of the fee is permitted under Applicable Law.  
 (i) 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 delegate.

49. (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 T.C.A. §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)**

**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**