ADDENDUM

(North Dakota)

HUD Project Number:

Project Name:

*The title of the Security Instrument for North Dakota projects is modified as follows:*

**MULTIFAMILY MORTGAGE**, **ASSIGNMENT OF LEASES AND RENTS,**

**AND SECURITY AGREEMENT**

**(NORTH DAKOTA).**

*The following Section 43 replaces Section 43 of the Security Instrument:*

**43. ACCELERATION; REMEDIES.**

(a)If a Monetary Event of Default occurs and is continuing for a period of thirty (30) days, Lender, at Lender's option, may declare the Indebtedness to be immediately due and payable without further demand, and may foreclose this Security Instrument by judicial proceeding, and may invoke any other remedies permitted by applicable 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 the Indebtedness to be immediately due and payable without further demand and may foreclose this Security Instrument by judicial proceeding, and may invoke any other remedies permitted by applicable law or provided in this Security Instrument or in the Note. Lender shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including reasonable attorneys' fees (including but not limited to appellate litigation), costs of documentary evidence, abstracts and title reports.

(b)In addition to the provisions of paragraph (a), the following rights and remedies are applicable to Lender at any time HUD is not the holder of the Note and the Security Instrument: Notices must be provided in accordance with North Dakota Century Code (N.D.C.C.) Chapters 28-23 and 32-19.

*The following Section 49 is hereby added to the Security Instrument:*

**49. RELEASE.** Upon payment of the Indebtedness, Lender shall discharge this Instrument. Borrower shall pay Lender's reasonable costs incurred in discharging this Instrument. [N.D.C.C. §§ 35-03-16, 35-03-19, 35-01-27 (must discharge within 60 days of satisfaction or within 30 days of written request by owner).

 **50. WAIVER OF REDEMPTION; RIGHTS OF TENANTS.**

* 1. Borrower hereby covenants and agrees that it will not at any time apply for, insist upon, plead, avail itself, or in any manner claim or take any advantage of, any appraisement, stay, exemption, redemption, or extension law, or any so-called “Moratorium Law” now or at any time hereafter enacted or in force in order to prevent or hinder the enforcement or foreclosure of this Security Instrument. Without limiting the foregoing:
		1. Borrower, for itself and all persons who may claim by, through or under Borrower, hereby expressly waives any so-called “Moratorium Law” and any and all rights of reinstatement and redemption, if any, under any order or decree of foreclosure of this Security Instrument, it being the intent hereof that any and all such “Moratorium Laws”, and all rights of reinstatement and redemption of Borrower, and of all other persons claiming by, through or under Borrower are and shall be deemed to be hereby waived to the fullest extent permitted by the laws of the Property Jurisdiction;
		2. Borrower shall not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any right, power remedy herein or otherwise granted or delegated to Lender but will suffer and permit the execution of every such right, power and remedy as though no such law or laws had been made or enacted; and
		3. if Borrower is a trust, Borrower represents that the provisions of this Section 50 (including the waiver of reinstatement and redemption rights) were made at the express direction of Borrower’s beneficiaries and the persons having the power of direction over Borrower, and are made on behalf of the trust estate of Borrower and all beneficiaries of Borrower, as well as all other persons mentioned above.
	2. Lender shall have the right to foreclose subject to the rights of any tenant or tenants of the Mortgaged Property having an interest in the Mortgaged Property prior to that of Lender. The failure to join any such tenant or tenants of the Mortgaged Property as party defendant or defendants in any such civil action or the failure of any decree of foreclosure and sale to foreclose their rights shall not be asserted by Borrower as a defense in any civil action instituted to collect the Indebtedness, or any part thereof or any deficiency remaining unpaid after foreclosure and sale of the Mortgaged Property, any statute or rule of law at any time existing to the contrary notwithstanding.

**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.**