

ADDENDUM
(Minnesota)

HUD Project Number:
Project Name:

The title of the Security Instrument is modified as follows: **HEALTHCARE MORTGAGE, ASSIGNMENT OF LEASES, RENTS AND REVENUE 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.

4. ASSIGNMENT OF LEASES; LEASES AFFECTING THE MORTGAGED PROPERTY. The following additional Minnesota provisions pertain to the Assignment of Leases; Leases Affecting the Mortgaged Property, Section 4, of the Security Instrument:

- (h) Notwithstanding anything apparently to the contrary in Section 4, 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.

50. STATE LAW REQUIREMENTS:

- a. **WAIVER OF HOMESTEAD.** Borrower waives all right of homestead exemption in the Mortgaged Property, under Minnesota Statute 510.01, as amended or replaced.
- b. **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, as amended or replaced, and is not used for agricultural purposes.

45 c. **WAIVER OF TRIAL BY JURY. BORROWER AND LENDER EACH**
46 **(a) AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY**
47 **ISSUE ARISING OUT OF THIS NOTE OR THE RELATIONSHIP BETWEEN**
48 **THE PARTIES AS LENDER AND BORROWER THAT IS TRIABLE OF RIGHT**
49 **BY A JURY AND (b) WAIVES ANY RIGHT TO TRIAL BY JURY WITH**
50 **RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT**
51 **EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY**
52 **JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND**
53 **VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.**
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57 **THIS SECURITY INSTRUMENT SHALL BE PREPARED TO CONFORM TO THE**
58 **REQUIREMENTS OF THE LOCAL FILING JURISDICTION IN WHICH THE**
59 **DOCUMENT IS TO BE RECORDED AND FILED.**