

NORTH CAROLINA  
INSTRUCTIONS

**IDENTIFICATION OF DOCUMENT PREPARER**

Pursuant to N.C.G.S. §47-17.1, replace “recording requested by” with “prepared by” on the first page.

Addendum  
(North Carolina)

HUD Project Number:

Project Name:

The title of the Security Instrument is modified as follows: **Multifamily Deed of Trust, Security Agreement, Assignment of Rents, and Fixture Filing (North Carolina).**

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

**43: ACCELERATION; REMEDIES.**

Borrower has the right to bring an action to assert the non-existence of an Event of Default or any other defense of Borrower to acceleration and sale.

If Lender invokes the power of sale and if it is determined in a hearing held in accordance with applicable law that Trustee can proceed to sale, Trustee shall take such action regarding notice of sale and shall give such additional notices to Borrower and to other persons as North Carolina law may require. After the lapse of such time as may be required by applicable law and after the publication of the notice of sale, Trustee shall sell the Mortgaged Property according to the laws of North Carolina. Trustee may sell the Mortgaged Property at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any part of the Mortgaged Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Mortgaged Property at any sale.

Trustee shall deliver to the purchaser at the sale, within a reasonable time after the sale, a deed conveying the Mortgaged Property so sold without any covenant or warranty, express or implied. The recitals in 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 costs and expenses of the sale, including Trustee's fees not to exceed 5% of the gross sales price, reasonable fees and out-of-pocket expenses of attorneys and costs of title evidence; (b) to the Indebtedness in such order as Lender, in Lender's discretion, directs; and (c) the excess, if any, to the person or persons legally entitled thereto.

#### **49: FUTURE ADVANCES**

(a) This deed of trust is given wholly or partly to secure (i) existing obligations identified in this deed of trust and all advances made at or prior to the recordation of this deed of trust, and (ii) future advances and/or future obligations that may be made or incurred under this deed of trust. The maximum principal amount which may be secured by this deed of trust at any one time is \$ . The period within which future advances may be made and future obligations may be incurred shall not be more than thirty (30) years from the date of this deed of trust. The provisions of this paragraph are intended to comply with Article 7, Chapter 45 of the North Carolina General Statutes.

(b) Pursuant to N.C.G.S. 25-9-334, this Security Instrument secures an obligation incurred for the construction of improvements to the Mortgaged Property and, as such, is a "construction mortgage" as said term is used and defined under Article 9 of the Uniform Commercial Code.

#### **50: SUBSTITUTE TRUSTEE**

Pursuant to N.C.G.S. §45-10, Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed under this Instrument by an instrument recorded in the county in which this Instrument is recorded. Without conveyance of the Mortgaged Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by applicable law.

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**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.**