

A certified copy, showing evidence of recordation, will be acceptable pending receipt of the recorded document from recordation, and upon receipt thereof the Seller is to forward said recorded document directly to Buyer.

Subject to paragraph 9 hereof, Buyer shall, within ten (10) days after receipt of written notice from Seller, return to Seller the original Note, Mortgage, Building Loan Agreement, and any other documents as are necessary for Seller to effect an assignment or foreclosure of the Loan, in the event of a default, or FHA Final Endorsement and the sale of Loan to the permanent lender. Seller shall receive all payments on account of principal and interest on said Loan, said interest to be computed at the rate of 9 3/4 per annum for the actual number of days the funds are employed, and Seller shall use due diligence to recover from Borrower all expenses properly incurred which are reimbursable from Borrower. Seller shall remit to Buyer its share thereof at the time such participation is discharged or otherwise each month, in accordance with the terms and conditions of the within Participation Agreement. Notwithstanding the aforesaid rate of interest payable to Buyer, in the event of a default of the Loan which leads to either assignment of the Mortgage to FHA or a foreclosure in accordance with the laws of the State of South Carolina, then it is specifically understood that Seller shall remit to Buyer only that rate of interest which is paid by FHA or collected pursuant to foreclosure, as the case may be, which applies to the period beginning on the date of default to the date on which Buyer receives its share of principal. Seller shall not (except to the extent permitted by this Agreement, or to the extent required by the Administrative Rules and Regulations of the FHA under which the aforesaid Loan is insured, or with respect to such action or actions as may be required, in writing, by the FHA) without the prior written consent of Buyer (a) make or consent to any alteration of the terms of said Note, collateral or instruments (except such changes as may be approved by FHA); (b) make or consent to any release,