- 7. The intention of the parties to this Agreement being to conform strictly to the usury laws now in force, any contracts for interest in the Note or Mortgage as modified herein shall be held to be subject to the reduction to the amount allowed under usury laws, held applicable and as now in force, as now or hereafter construed by a court of competent jurisdiction.
- Bank acknowledges that Carolina National Mortgage 8. Investment Company, Inc. and Pioneer National Title Insurance Company have entered into a Mortgage Servicing and Trust Agreement dated August 2, 1982, with Shelter providing for the servicing of purchased money notes and mortgages by Carolina National Mortgage Investment Company, Inc. and the assignment of such purchase money mortgages to Pioneer National Title Insurance Company as security for certain title insurance policies which that Company will issue. Provided Bank shall have been given written notice of the addresses of both of said parties, Bank agrees to give both of said parties written notice of the occurrence of any event of default under the Note or Mortgage, or any related instrument, and to allow either or both of said parties to cure such default within twenty (20) days after the giving of such notice. Bank's obligation to give notice shall be deemed satisfied if personally delivered or sent by certified or registered mail to both of said parties at the addresses most recently given to Bank by said parties.

Bank agrees that all deposits for real estate taxes and insurance premiums previously required to be made by Shelter with Bank may hereafter be made to and held by Carolina National Mortgage Investment Company, Inc., or its successor under said Mortgage Servicing and Trust Agreement, so long as said company shall properly discharge its responsibilities thereunder with respect to such deposits and pay all taxes and insurance premiums represented by such deposits as and when they become due.

Notwithstanding any provision in the Mortgage, Note, or related instruments to the contrary, Bank agrees that so long as there is no existing default under the terms of any such instruments, proceeds from insurance policies arising from damage or destruction to any part of the secured premises, and proceeds from any condemnation proceedings affecting any portions of the premises described in the Mortgage, may be utilized in accordance with applicable provisions of the aforesaid Master Deed; provided that if Shelter or any other second mortgagee, as holder of purchase money notes and mortgages, shall receive any such insurance or condemnation proceeds by way of prepayments against such notes and mortgages, Shelter shall make a prepayment against the outstanding principal balance on the Note in an amount equal to all such funds received.

