

Agreement hereby secured giving by Holly shall operate to release, discharge, modify, change or affect the liability of Grantor or Indemnitors, either in whole or in part, unless Holly specifically agrees in writing to the contrary.

2.07 Further Assurances. It shall be Holly's responsibility to file this Deed of Trust for record at its own expense. At any time and from time to time, upon Holly's request, Grantor shall make, execute and deliver to Holly and, where appropriate, shall cause to be recorded or filed, and from time to time thereafter to be rerecorded and refiled at such time and in such offices and places as shall be deemed desirable by Holly, at the expense of Grantor, any and all such further deeds of trust, instruments of further assurance, certificates and other documents as Holly may consider necessary or desirable in order to effectuate, correct or perfect, or to continue and preserve the obligations of Grantor and Indemnitors under the Indemnity Agreement and this Deed of Trust, and the lien of this Deed of Trust as a lien upon all of THE PROPERTY, whether now owned or hereafter acquired by Grantor, subject only to the prior liens described in Schedule B and unto all and every person or persons deriving any estate, right, title and interest under this Deed of Trust. Upon any failure by Grantor to do so, Holly may make, execute, record, file, rerecord or refile any and all such deeds of trust, instruments, certificates and documents for and in the name of Grantor, and Grantor hereby irrevocably appoints Holly the agent and attorney in fact of Grantor to do so.

2.08 Assignment of Rents and Income. As additional and collateral security for the payment of the secured indebtedness and as cumulative with any and all rights and remedies herein provided, Grantor hereby bargains, sells, transfers, assigns, sets over and delivers to Holly all rents and income to be derived from THE PROPERTY (other than revenues from the commercial operation located on the Mortgaged Property), including all rents, royalties, revenues, rights and benefits accruing to Grantor under all leases or subleases covering THE PROPERTY or any part thereof, provided that this assignment shall become null and void upon the release of this Deed of Trust and the assignment contained in this paragraph may be enforced by Holly only upon the occurrence of an Event of Default hereunder. Grantor shall perform every obligation of the lessor and shall enforce every obligation of the lessee in every such lease and in any tenancy for which there is no written lease and shall not modify, alter, waive or cancel any such lease or any part thereof, nor anticipate for more than one month any rents that may be collectible under any such lease or sublease or that may have been assigned to Holly and shall not further assign any such lease or any such rents. Whenever there shall occur an Event of Default hereunder, Holly shall have the right and authority, whether or not it takes possession of said premises, to demand, collect, receive, sue for and recover in its own name all such rents and income, whether accruing or past due, and to apply the sum collected, first to the payment of expenses incident to the collection of the same, and the balance to the payment of the indebtedness secured hereby, in such order as may be determined by Holly; provided, however, that Holly shall not be deemed to have taken possession of said premises except on the exercise of its option to do so, evidenced by its demand and overt act for such purposes.

2.09 After-Acquired Property. To the extent permitted by and subject to applicable law, the lien of this Deed of Trust will automatically attach, without further act, to all after-acquired estate or interest in the Mortgaged Property as well as any property located in or on, or attached to, or used or intended to be used in connection with, or with the operation of, THE PROPERTY or any part thereof as limited by the provisions of the last grammatical paragraph commencing on page 1 hereinabove.