

(e) It shall not be necessary that Holly take possession of the Collateral or any part thereof prior to the time that any sale pursuant to the provisions of this paragraph is conducted and it shall not be necessary that the Collateral or any part thereof be present at the location of such sale; and

(f) Prior to application of proceeds of disposition to the Secured Indebtedness, such proceeds shall be applied to the reasonable expenses of retaking, holding, preparing for sale or lease, selling, leasing, and the like, and the reasonable attorney's fees and legal expenses incurred by Holly; and

(g) Any and all statements of fact or recitals made in any bill of sale or assignment or other instrument evidencing any foreclosure sale hereunder as to nonpayment of the indebtedness or as to the occurrence of any default, or as to Holly having declared indebtedness to be due and payable or having elected to convert its liens and security interest into cash collateral, or as to notice of time, place and terms of sale and of the properties to be sold having been duly given, and as to any other act or thing having been duly done by Holly, same shall be taken as prima facie evidence of the truth of the facts so stated and recited; and

(h) Holly may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale by Holly, including the sending of notices and the conduct of the sale, but in the name and in behalf of Holly.

4.09 Remedies Cumulative. All remedies herein expressly provided for are cumulative with any and all other remedies existing at law or in equity and are cumulative with any and all other remedies provided for in any other instrument securing the payment of the Secured Indebtedness, or any part thereof, or otherwise benefiting Holly, and the Trustee and Holly shall, in addition to the remedies herein provided, be entitled to avail themselves of all such other remedies as may now or hereafter exist in law or in equity for the collection of the Secured Indebtedness and the enforcement of the covenants herein and the foreclosure of the liens and security interests evidenced hereby, and the resort to any remedy provided for hereunder or under any such other instrument or provided for by law shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies.

Holly may resort to any security given by this Deed of Trust or to any other security now existing or hereafter given to secure the payment of the Secured Indebtedness, in whole or in part, and in such portions and in such order as may seem best to Holly in its sole and uncontrolled discretion, and any such action shall not in anywise be considered as a waiver of any of the rights, benefits or liens or security interests evidenced by this instrument.

4.10 Waiver of Appraisal, Valuation, Stay, Extension and Redemption Laws. To the full extent Grantor may do so, Grantor agrees that Grantor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisal, valuation, stay, extension or redemption, and Grantor, for Grantor, Grantor's heirs, devisees, representatives, successors and assigns, and for any and all persons ever claiming any interest in THE PROPERTY, to the extent permitted by law, hereby waives and releases all rights of redemption, valuation, appraisal, stay of execution, notice of intention to mature or declare due the whole of the Secured Indebtedness, and all rights to a marshaling of the assets of Grantor, including THE PROPERTY, or to a sale in inverse order of alienation in the event of foreclosure of the liens and security interests hereby created. Grantor shall not have or assert any right under any statute or rule of law pertaining to the marshaling of assets, sale in