

inverse order of alienation, the exemption of homestead, the administration of estates of decedents, or other matters whatever to defeat, reduce or affect the right of Holly under the terms of this Deed of Trust to a sale of THE PROPERTY for the collection of the Secured Indebtedness and the establishment of a cash collateral account without any prior or different resort for collection, or the right of Holly under the terms of this Deed of Trust to the payment of such indebtedness out of the proceeds of sale of THE PROPERTY in preference to every other claimant whatever. If any law referred to in this paragraph and now in force, of which Grantor or Grantor's heirs, devisees, representatives, successors and assigns and such other persons claiming any interest in THE PROPERTY might take advantage despite this paragraph, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this paragraph.

4.11 Leases. In the event there is a foreclosure sale hereunder and at the time of such sale Grantor, or Grantor's successors or assigns, or any other persons claiming any interest in THE PROPERTY, by, through or under Grantor or occupying or using THE PROPERTY, or any part thereof, each and all shall immediately become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either landlord or tenant, at a reasonable rental per day based upon the value of the property occupied, such rental to be due daily to the purchaser. In the event the tenant fails to surrender possession of said property upon demand, the purchaser shall be entitled to institute and maintain an action for forcible entry and detainer of said property in a court of competent jurisdiction in which such property, or any part thereof, is situated. If necessary to obtain the possession provided for above, the Trustee or Holly, as the case may be, may invoke any and all legal remedies to dispossess Grantor, including specifically one or more actions of forcible entry and detainer, trespass to try title and restitution.

4.12 Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceedings affecting Grantor or any Guarantor, co-maker or endorser of any of Grantor's obligations, its creditors or its property, Holly, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have its claims allowed in such proceedings for the entire amount due and payable by Grantor under the Indemnity Agreement, including a sum necessary to establish a cash collateral file as described in Article V hereinafter, this Deed of Trust and any other instrument securing the performance of the Indemnity Agreement, at the date of the institution of such proceedings, and for any additional amounts which may become due and payable by Grantor after such date.

ARTICLE V

CASH COLLATERAL FUND

5.01 Cash Collateral Fund. In the event of the foreclosure and sale or the condemnation or destruction of one or more of the units comprising THE PROPERTY and there remain any net proceeds from such sale, Holly at its sole and uncontrolled discretion may retain any such proceeds for the purpose of establishing a cash collateral fund (the "Fund") to be held as security for the performance of Grantor's obligations under the Indemnity Agreement. The amount of any proceeds to be retained in the Fund and the period of time of such retention shall be determined in Holly's sole and uncontrolled discretion to be adequate, together with other security held by Holly, to protect