

6.11 Waivers, Modifications, Etc. Holly may waive any Event of Default without waiving any other prior or subsequent Event of Default. Holly may remedy an Event of Default without waiving the Event of Default remedied. The failure by Holly to exercise any right, power or remedy upon the occurrence of any Event of Default shall not be construed as a waiver of such Event of Default or as a waiver of the right to exercise any such right, power or remedy at a later date. No single or partial exercise by Holly of any right, power or remedy hereunder shall exhaust the same or shall preclude any other or further exercise thereof, and every such right, power or remedy hereunder may be exercised at any time and from time to time. No modification or waiver of any provision hereof nor consent to any departure by Grantor therefrom shall in any event be effective unless the same shall be in writing and signed by Holly and then such waiver or consent shall be effective only in the specific instances, for the purpose for which given and to the extent therein specified. No notice to nor demand on Grantor in any case shall of itself entitle Grantor to any other or further notice or demand in similar or other circumstances. Acceptance by Holly of any payments in an amount less than the amount then due in respect of the Secured Indebtedness shall be deemed an acceptance on account only and shall not in any way affect the existence of an Event of Default hereunder.

6.12 Recording and Filing. Grantor will cause this Deed of Trust and all amendments and supplements thereto and substitutions therefor and all financing statements and continuation statements relating hereto to be recorded, filed, rerecorded and refiled in such manner and in such places as the Trustee or Holly shall reasonably request, and will pay all such recording, filing, rerecording and refiling taxes, fees and other charges.

6.13 Successors to Grantor; Discharge of Grantor. In the event the ownership of THE PROPERTY or any part thereof becomes vested in a person other than Grantor, Holly may, without notice to Grantor, deal with such successor or successors in interest with reference to this Deed of Trust and to the indebtedness secured hereby in the same manner as with Grantor, without in any way vitiating or discharging Grantor's liability hereunder or upon the Secured Indebtedness and the performance of the Indemnity Agreement. No sale of THE PROPERTY, or any part thereof, and no forbearance on the part of Holly, and no extension of time for the payment of the Secured Indebtedness, given by Holly, shall operate to release, discharge, modify, change or affect the original liability of Grantor or the liability of any Guarantors or any surety of Grantor, either whole or in part.

6.14 Payment of Secured Indebtedness. All sums due to be paid to Holly under the terms of the Indemnity Agreement or under the terms of this Deed of Trust shall be payable at Holly's principal office in Wilkesboro, North Carolina, or at such other place as Holly shall designate in writing.

6.15 Chattel Inventory. Upon request of Holly, Grantor shall deliver to Holly an inventory describing and showing the make, model, serial number and location of all fixtures and personal property used in the management, maintenance and operation of THE PROPERTY with a certification by Grantor that said inventory is a true and complete schedule of all such fixtures and personal property used in the management, maintenance and operation of THE PROPERTY, that such items specified in the inventory constitute all of the fixtures and personal property required in the management, maintenance and operation of THE PROPERTY, and all such items are owned by Grantor and are free and clear of any lien or security interest except as approved in writing by Holly.