

(1) Application of Proceeds. In the case of any sale of the Collateral or of any part thereof, whether under the power of sale herein granted, assent to decree or through other judicial proceedings, the purchase money, proceeds and avails thereof, together with any other sums which may then be held as security hereunder or be due under any of the provisions hereof as a part of the Collateral, shall be deposited into the Collateral Account maintained by Mortgagee pursuant to the Collateral Agreement to be held and applied as provided therein.

The undersigned individuals executing this Mortgage on behalf of Mortgagor represent and certify that they are duly elected officers of Mortgagor and have been fully empowered, by proper resolution of the board of directors or by the by-laws of Mortgagor, to execute and deliver this Mortgage; that Mortgagor has full corporate capacity to enter into this Mortgage and grant the encumbrances described herein; and that all necessary corporate action for the making of this Mortgage and granting of such encumbrances has been taken and done.

IN WITNESS WHEREOF, Mortgagor has executed this Agreement on the day and year first above written.

[Corporate Seal]

EVANS PRODUCTS COMPANY

By

Robert Howe

Name

ROBERT FLOWERS

Title

ASSISTANT TREASURER

Attest:

Alan Frommer

Name

ALAN FROMMER

Assistant Secretary

This instrument was prepared by (When recorded, return to):

Vincent M. Sacchetti, Esq.  
BINGHAM, DANA & GOULD  
70 Federal Street  
Boston, Massachusetts 02110

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