

ANNE ARUNDEL COUNTY, MARYLAND

UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

E Aubrey Collison
CLERK OF THE CIRCUIT COURT

CAMERA: ARIEL MALONEY

LIBER

475

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 6-5-84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway; Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address Fayette & St. Paul Streets, Box 116
Baltimore, MD 21203

RECORDED FEE 11.00
POSTAGE .50
#63604 C345 R02 T10:20
JUL 20 84

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated _____ between Assignor as Lessor and Norman J. Emanuel trading as Emanuel Tire Company as Lessee, Assignor has granted a Security Interest in the following equipment leased to Lessee, to Assignee per a Non-Recourse Assignment of Rents dated _____ between Assignor and Assignee:

See attached equipment list.

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III, Exec. V.P.
(Signature of Debtor)

Frank J. Sarro III, Exec. V.P.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Filed with the State of Maryland

BALTIMORE FEDERAL FINANCIAL, F.S.A.

John J. Stamerro, Sr. V.P.
(Signature of Secured Party)

John J. Stamerro, Sr. V.P.
Type or Print Above Signature on Above Line

Mailed to Secured Party

11.00
-50

EQUIPMENT LIST

| <u>QUANTITY</u> | <u>TRAILER #</u> | <u>DESCRIPTION</u> |
|-----------------|------------------|---|
| 1 | ADM212 | 1966 Gindy S/N 20149 |
| 1 | ADM1127 | 1969 Gindy S/N 59518 |
| 1 | GIL1141 | 1969 Gindy S/N 50606 |
| 1 | GIL1145 | 1969 Gindy S/N 50610 |
| 1 | GIL1302 | 1969 Gindy S/N 63960 |
| 1 | GIL1336 | 1969 Gindy S/N 63994 |
| 1 | GIL1423 | 1969 Gindy S/N 64234 |
| 1 | GIL1541 | 1969 Gindy S/N 67304 |
| 1 | GIL1692 | 1966 Gindy S/N 18951 |
| 1 | GIL1725 | 1966 Gindy S/N 23143 |
| 1 | GIL8049 | 1974 Fruehauf S/N HPS494866 |
| 1 | GIL9141 | 1974 Gindy S/N 118321E |
| 1 | GIL5610 | 1974 Gindy S/N 109233E |
| 1 | GIL7767 | 1974 Gindy S/N 113960E |
| 1 | GIL2173 | 1971 Gindy S/N 79502Z |
| 1 | GIL2721 | 1972 Gindy S/N 87829 |
| 1 | GIL2743 | 1972 Gindy S/N 87851 |
| 1 | GIL3603 | 1973 Gindy S/N 96657E |
| 1 | GIL9152 | 1974 Gindy S/N 118776E |
| 1 | GIL5482 | 1974 Gindy S/N 109105E |
| 1 | GIL3520 | 1973 Gindy S/N 96574E |
| 1 | GIL2155 | 1971 Gindy S/N 79484Z |
| 1 | GIL2255 | 1971 Strick S/N 141345Z |
| 1 | GIL290276 | 1971 Gindy S/N 75563 |
| 1 | GIL5754 | 1974 Gindy S/N 108977E |
| 1 | ADM141 | 1962 Strick S/N 38584 |
| 1 | ADM207 | 1965 Gindy S/N 23624 |
| 1 | ADM866 | 1969 Strick S/N 117198 |
| 1 | GIL3816 | 1973 Gindy S/N 97963E |
| 1 | GIL5503 | 1974 Gindy S/N 109126E |
| 1 | GIL2227 | 1971 Strick S/N 141317 |
| 1 | GIL1682 | 1966 Gindy S/N 18940 |
| 1 | GIL200600 | 1969 Gindy S/N 50601 |
| 1 | GIL205076 | 1969 Highway S/N 68789377 |
| 1 | GIL205082 | 1968 Highway S/N 68789383 |
| 1 | | TIC Bomatic U25 Tire Shredder S/N 25122002 |
| 2 | | 1977 International Tractors-Trucks S/N 15039, 15075 |
| 1 | | 1980 Ford Ranger Pick-up Truck S/N F15GNGD1719 |
| 1 | | 1961 Fruehauf 40' Trailer S/N HPJ117201 |
| 1 | | 1965 Great Dane 40' Trailer S/N 27576 |
| 1 | | 1974 GMC Dump Truck S/N TCEG74V571970 |
| 1 | | 1975 Dodge Dump Truck S/N D61FM52008311 |
| 1 | | 1961 Fruehauf Trailer S/N FWB446908 |
| 1 | | 1973 Great Dane Trailer 45' S/N 57864 |
| 1 | | 1979 Mack Tractor S/N U685T17590 |

QUANTITY

DESCRIPTION

1
1
2

P.E.R.C. Model RMW-3 Tire Grinder S/N 001
Square D Reduced Voltage Starter
1980 City Dump Trailers S/N's S4219006, S4221006

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. Sanger

TITLE: Sr. V.P.

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: [Signature]

TITLE: Sr. V.P.



FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$
NOT SUBJECT TO RECORDATION TAX

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

252607

1. DEBTOR

Name David G. Smith D/B/A David G. Smith Lumber Company
Address 3330 Mt. Airy Road, Davidsonville, MD 21035

2. SECURED PARTY

Name ITT Industrial Credit Company
Address P O Box 1071, Columbia, MD 21044

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

SEE ATTACHED SCHEDULE A FOR LIST OF EQUIPMENT

RECORD FEE 12.00
POSTAGE .50

Property Description as follows:

That parcel of property made up of 28.706 acres off Route 214 Central Avenue, District 1, Anne Arundel County, Maryland; a legal description of the property may be found in Liber 2304 Folio 425. It is further described as being in the First District on Tax Map 58, Block 8, Parcel 9. This mortgage includes all improvements thereon.

OWNER OF RECORD: David G. & Mary Smith
1105 Mt. Airy Road
Davidsonville, MD 21035

RECORDED 0345 102 110:28

JUL 20 84

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

David G. Smith
(Signature of Debtor)

David G. Smith
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

N F Sweet
David G. Smith DGS
(Signature of Secured Party)

N F Sweet, Agent
Type or Print Above Signature on Above Line

Mailed to Secured Party

12.06
86

1984 JUL 20 AM 10:49
E. ARNOLD COLLISON
CLERK
CS

SCHEDULE 'A'

 Security AgreementThis schedule is attached to and made a part of the Lease Agreement dated

(Check appropriate box.)

May 29, 1984, between the undersigned.

| QUANTITY | DESCRIPTION OF EQUIPMENT | YEAR & MODEL | SERIAL NO. |
|----------|--|--------------|------------|
| 1 | Prentice Loader | 410B | |
| 2 | Feree Pole Trailers | PT-25 | |
| 2 | Ford Conventional Tractors | LT9000 | |
| 3 | Caterpillar Wheel Loaders | 920 | |
| 2 | John Deere Cable Skidder | 640 | |
| 1 | Caterpillar Crawler Tractor | D6C | |
| 1 | John Deere Skidder | 540B | |
| 1 | John Deere Skidder | 540A | |
| 1 | Prentice Loader | 210 | |
| 1 | GMC Tractor | 9500 | |
| 1 | Ford Tractor | LT9000 | |
| 1 | Ford Tractor | WT9000 | |
| 1 | GMC Tractor | 9500 | |
| 3 | Feree Flat Trailers | | |
| 1 | Feree Low Boy Trailer | | |
| 1 | Dorsey Trailer | | |
| 1 | Tuff Thom Trailer | | |
| 3 | Trailmobile Trailers | | |
| 1 | Salem 16' | | |
| 1 | Salem Air Disc Carriage Drive | 268 | |
| 1 | Hosmer Debarker & Conveyor | | |
| 1 | Precision Chipper with Motor | | |
| 1 | Cornell Edger with Motor | | |
| 2 | 25HP Air Compressors | | |
| 3 | Strand Log Decks with Motors | | |
| 1 | Corneth American Husk Frame with Motor | | |
| 1 | Salem Log Turner | | |
| 1 | Double End Trimmer | | |
| 1 | Lumber Deck with 47' Roll Bed | | |

This schedule is hereby verified correct and undersigned acknowledges receipt of a copy.

Secured Party or Lessor

ITT Industrial Credit Company (L.S.)
(Signature if individual; typed name if
other than individual)By [Signature] (L.S.)
(Signature and title if not individual)

Debtor or Lessee

David G. Smith D/B/A
David G. Smith Lumber Company (L.S.)
(Signature if individual; typed name
if other than individual)By [Signature] (L.S.)
(Signature and title if not individual)

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. N/A
RECEIPT # 00591
RECORDED IN LIBER 467 FOLIO 227 ON November 4, 1983 (DATE)

1. DEBTOR

Name Du-All Floor Covering Co., Inc.
Address 1642 Annapolis Rd. Odenton Md. 21113

2. SECURED PARTY

Name Borg-Warner Acceptance Corporation
Address 10400 Connecticut Avenue; P. O. Box 285
Kensington, Maryland 20895

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

| | |
|--|---|
| <p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: _____ FEE POSTAGE</p> |
| <p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other: Termination <input checked="" type="checkbox"/> XXXX (Indicate whether amendment, termination, etc.)</p> |

10.00

0345 R02 710:41
JUL 20 84

CHECKED
 1984 JUL 20 AM 10:50
 CLERK
 COLLISON
 E. AUSTIN

CR

Du-All Floor Covering Co., Inc.

Borg-Warner Acceptance Corporation
by:

Dated _____

J. D. Hallock

(Signature of Secured Party)

Signature of Debtor

J. D. Hallock, Branch Manager
Type or Print Above Name on Above Line

Mailed to Secured Party

BOOK 475 PAGE 7

252668

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented:

(1) Debtor(s) (Last Name First) and Address(es):
FRED MENKE'S PONTIAC GMC-DATSUN-VOLVO, INC.
248 West Street
Annapolis, M.D. 21401

(2) Secured Party(ies) (Name(s) And Address(es):
BORG-WARNER ACCEPTANCE CORPORATION
5565 Sterrett Place, Suite 224
P.O Box 959
Columbia, M.D. 21044

(3) (a) Collateral is or includes fixtures.
(b) Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered
(c) Crops Are Growing Or To Be Grown On Real Property Described In Section (5).
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es):

For Filing Officer

RECORD FEE 11.00
POSTAGE 50
#63607 C345 R02 110:25

(5) This Financing Statement Covers the Following types [or items] of property.
PER ATTACHED SCHEDULE A.

JUL 20 84

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

Secured Party(ies) [or Assignees]

FRED MENKE'S PONTIAC GMC-DATSUN-VOLVO, INC.

BORG-WARNER ACCEPTANCE CORPORATION

(By) Frederick R. Menke
Frederick R. Menke
Standard Form Approved by N.C. Sec. of State and other states shown above.

(By) J.M. Oakley J.M. Oakley, Zone Mgr.

Signature of Secured Party Permitted in Lieu of Debtor's Signature:
(1) Collateral is subject to Security Interest In Another Jurisdiction and
 Collateral Is Brought Into This State
 Debtor's Location Changed To This State
(2) For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Officer Copy - Numerical

UCC-1

Mailed to Secured Party

1984 JUL 20 AM 10:49

E. AUDREY COLLISON
CLERK

FRED MENKE'S PONTIAC GMC-DATSUN-VOLVO, INC.
248 West Street
Annapolis, M.D. 21401

BOOK 475 PAGE 8

SCHEDULE A

ALL EQUIPMENT NOW OWNED OR HEREAFTER ACQUIRED WHEREVER LOCATED AND ALL REPLACEMENTS AND SUBSTITUTIONS AND ALL INVENTORY CONSISTING OF ALL NEW AUTOMOBILES, TRUCKS, AND TRAILERS OF WHATEVER KIND OR NATURE, WHEREVER LOCATED, NOW OR HEREAFTER ACQUIRED AND ALL RETURNS, REPOSSESSIONS, EXCHANGES, SUBSTITUTIONS, REPLACEMENTS, ATTACHMENTS, PARTS, ACCESSORIES AND ACCESSIONS THERETO AND ALL OTHER GOODS USED OR INTENDED TO BE USED IN CONJUNCTION THEREWITH, AND ALL ACCOUNTS, CONTRACT RIGHTS, CHATTEL PAPER AND GENERAL INTANGIBLES NOW OR HEREAFTER EXISTING IN FAVOR OF OR OWNED OR ACQUIRED BY DEBTOR AND ALL GOODS HEREAFTER SOLD BY DEBTOR AND THEREAFTER RETURNED TO OR REPOSSESSED BY DEBTOR, AND ALL PROCEEDS THEREOF WHETHER IN THE FORM OF CASH, INSTRUMENTS, CHATTEL PAPER, GENERAL INTANGIBLES, ACCOUNTS, CONTRACT RIGHTS OR OTHERWISE.

FINANCING STATEMENT

252669

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____.

5. Debtor(s) Name(s) Address(es)
 Three-A-Foot, Inc. 121 Main Street
 T/A The Athlete's Foot Annapolis, MD 21401

6. Secured Party Address
 Equitable Bank, National Association
 Attention: Maryanna Warfield 100 S Charles Street
 Documentation Asst. Baltimore, MD 21201

RECORD FEE 12.00
 POSTAGE .50
 JUL 20 84

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. **General intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors
 BY: Robert A. Bridges (Seal) _____ (Seal)
 Robert A. Bridges, President
 BY: James S. Tucker (Seal) _____ (Seal)
 James S. Tucker, Secretary

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

Mailed to Secured Party

2.50

E. ADRIAN COLLISON
 CLERK
 1984 JUL 20 AM 10:50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1115.47

If this statement is to be recorded in land records check here.

This financing statement Dated 5/88/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

250070

Name WANDA J. BALDWIN

Address 113 KENT ROAD GLEN BURNIE, MD 21061

2. SECURED PARTY

Name NORWEST FINANCIAL MARYLAND INC.

Address 7528 RITCHIE HWY GLEN BURNIE, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1-TV set
- 1-Stereo
- 1-Refrig.
- 1-Bedroom set

RECORD FEE 18.00
 POSTAGE .50
 #23124 0040 R01 T12:44
 JUL 20 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Mailed to Secured Party

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Wanda J. Baldwin
(Signature of Debtor)

WANDA J. BALDWIN
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mary E. Hicks
(Signature of Secured Party)

MARY E. HICKS
Type or Print Above Signature on Above Line

18.00
.50

1984 JUL 20 PM 1:35
 E. AUDREY COLLISON
 CLERK

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1284.30

If this statement is to be recorded in land records check here.

This financing statement Dated 5/17/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

250671

1. DEBTOR

Name JOSEPH E AND ANGELA DEVINCENT, JR

Address 121 M WARSICHSIRE LANE GLEN BURNIE, MD 21061

2. SECURED PARTY

Name NORWEST FINANCIAL MARYLAND INC

Address 7528 S RITCHIE HWY GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1-TV set
- 1-Stereo
- 1-Vacuum cleaner
- 1-Living room set
- 2-Bedroom sets
- 1-Dining room set

RECORD FEE 19.00
 POSTAGE .50
 #23125 0040 R01 T12:4.4
 JUL 20 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

RECORDED
 1984 JUL 20 PM 1:35
 E. AUBREY COLLISON
 CLERK

Joseph E Devincet Jr
(Signature of Debtor)

JOSEPH E DEVINCENT, JR
Type or Print Above Name on Above Line

Angela E Devincet
(Signature of Debtor)

ANGELA DEVINCENT
Type or Print Above Signature on Above Line

Mary E Hicks
(Signature of Secured Party)

MARY E. HICKS
Type or Print Above Signature on Above Line

19.00
50

STATE OF MARYLAND

BOOK 475 PAGE 12

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 180.00

If this statement is to be recorded in land records check here.

This financing statement Dated MAY 12, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

252072

1. DEBTOR

Name EDWARD J. FOSTER

Address 7173 LAKE DRIVE PASADENA, MD, 21122

2. SECURED PARTY

Name NIMWEST FINANCIAL

Address 7525 RITCHEY WAY GLEN BURNIE, MD, 21038

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1-TV set
- 1-Vacuum cleaner
- 1-Living room set
- 2-Bedroom sets

RECORD FEE 18.00
 POSTAGE .50
 #23126 0040 R01 T12:45
 JUL 20 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed, or to be affixed to: (describe real estate)

Mailed to Secured Party

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Edward Joseph Foster
(Signature of Debtor)

EDWARD J. FOSTER
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Jacqueline Parisi
(Signature of Secured Party)

Jacqueline paris
Type or Print Above Signature on Above Line

CD
 1984 JUL 20 PM 1:35
 E. AGENCY COLLISON
 CLERK

18.00
50

BOOK 475 PAGE 13

250000

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)

GUSTIN, THOMAS
374 MAJESTY GLEN
GLEN BURNIE, MD 21061

2 Secured Party(ies) and address(es)

CORNWELL QUALITY TOOLS CO.
667 SEVILLE ROAD
WADSWORTH, OHIO 44281

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 5.00
#23131 0040 RQ1 712:510
JUL 20 84

4 This financing statement covers the following types (or items) of property:

Dealer grants to the Company a security interest in the Initial Inventory and all other inventory of Dealer previously or hereafter acquired from the Company (collectively called the "Total Inventory"), and all parts, products and proceeds thereof, including the proceeds of any insurance now or hereafter covering the Total Inventory, and in all of Dealer's accounts, accounts receivable, contract rights, chattel paper, general intangibles, notes, drafts, acceptances and all other forms of obligations and receivables instruments, documents of title, policies and certificates of insurance, deposits, all goods, merchandise, inventory and other personal property whether held for sale or lease, whether furnished or to be furnished under contract, all furniture, furnishings, office equipment, all stock of whatever kind or nature, all motor vehicles, wherever situated, whether affixed to real estate or not, all proceeds from insurance, and including, without limitation, all rights of payment for any such Total Inventory sold, and the parts, products and proceeds thereof (collectively called the "Accounts")(all of the above collectively called the "Collateral").

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional sheets presented: 0

Filed with: ANNE ARUNDEL COUNTY, MARYLAND

This instrument prepared by:

THOMAS GUSTIN

By: *[Signature]*
Signature(s) of Debtor(s)

Filing Officer Copy - Alphabetical

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1

CORNWELL QUALITY TOOLS COMPANY

By: *[Signature]*
Signature(s) of Secured Party(ies)

FALLS LAW PRINT CO

5.00

Mailed to Secured Party

1984 JUL 20 PM 1:37

E. AUBREY COLLISON
CLERK

MARYLAND FINANCING STATEMENT

BOOK 475 PAGE 14

(xx) Not Subject to Recordation Tax
() Recordation Tax of \$_____ on
Principal Amount of \$_____ is
enclosed/has been paid (strike
inapplicable phrase).

For Filing Officer
File No.:
Record Reference:
Date & Hour of Filing

This financing statement is presented to a filing officer pursuant to the
Uniform Commercial Code:

252673

1. LESSEE David C. Grim, Sr. t/a Dave's Automotive Repair
(Name or Names)
7756 Baltimore & Annapolis Blvd., Glen Burnie, Maryland 21061
(Address)

LESSEE _____
(Name or Names)

(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any)
Of LESSOR Baltimore Federal Financial, F.S.A.
(Name or Names)
P.O. Box 116, Baltimore, Maryland 21203
(Address)

4. This financing Statement covers the following types (or items) of property:

See Schedule A

RECORD FEE 12.00
POSTAGE .50
#23134 D040 R01 T12:53
JUL 20 84

E. AUDREY COLLISON
CLERK

1984 JUL 20 PM 1:37

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE LESSOR
David C. Grim, Sr. t/a Dave's Automotive Repair CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: [Signature] - Proprietor By: [Signature] Pres.
(Title) (Title)
David Charles Grim, Sr. Gordon T. Hill
(Type or print name of person signing) (Type or print name of person signing)
By: _____ Return to: Baltimore Federal Savings & Loan
(Title) P. O. Box 116
(Type or print name of person signing) Baltimore, MD 21202
12.00 .50 Attn: Jack Stamerro

Mailed to: _____

SCHEDULE A

BOOK 475 PAGE 15

Attached to and made a part hereof Equipment Lease No. ESL 591

dated May 25, 1984.

| <u>Quantity</u> | <u>Description</u> |
|-----------------|---|
| 1 | Weaver WX51 Track Mount Headlite Tester |
| 1 | Blackhawk 67411 2 Ton Floor Jack |
| 1 | Blackhawk 67372 Pair 5 Ton Jack Stands |
| 2 | Silver CV-13 Convex Mirrors |
| 1 | Align-A-Matic 61100 Scuff Gage |
| 1 | Hunter GS55-1 Ball Joint Checker |
| 1 | OTC 7374 Rear Wheel Puller Plus 7373 Small Plate |
| 1 | Coats 4040SA Tire Changer |
| 1 | Ammco 4000 Drun/Disc Lathe |
| 1 | Ammco 8500 Drum Micrometer |
| 1 | Ammco 2760 Disc Micrometer |
| 1 | Ammco 2260 Trac-4 Four Wheel Alignment System |
| 2 | Ammco 2670 Wheel Clamps |
| 1 | Ammco 2550 Magnetic Gage |
| 1 | Ammco 2460 Set of (2) Turntables |
| 1 | Ammco 2810 Set of (4) Stands |
| 1 | Ammco 2923 Steering Wheel Holder |
| 1 | Ammco 2917 Brake Pedal Jack |
| 1 | Ammco 2340 Alignment Wall Storage Board-with all of above SPECIAL |

Approved and agreed to this 25th day of May, 1984

Lessee: Dave's Automotive Repair

Lessor: Chesapeake Industrial Leasing Co. Inc.

BY: [Signature]

BY: [Signature]

STATE OF MARYLAND

BOOK 475 PAGE 16

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1950.11

If this statement is to be recorded in land records check here.

This financing statement Dated 5/18/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ROBERT L. SMITH 252074

Address 66-3 ENGLISH OAK RD K BALTIMORE, MD 21234

2. SECURED PARTY

Name NORWEST FINANCAIL MARYLAND INC

Address 7528 RITCHIE HWY GLEN BURENIE, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1-TV Set
- 1-Stero
- 1-Living room set
- 1-Bedroom set
- 1-Kitchen table 2-Chairs

RECORD FEE 11.00
 RECORD TAX 10.50
 POSTAGE .50
 #23136 0040 R01 T12:55
 JUL 20 84

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Robert L. Smith
(Signature of Debtor)

:::: ROBERT L. SMITH
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

Mark Cavanaugh
(Signature of Secured Party)

MARK CAVANAUGH
Type or Print Above Signature on Above Line

11.00
10.50
50

RECORDED & INDEXED
 1984 JUL 20 PM 1:37
 E. AUBREY COLLISON
 CLERK

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1368.88

If this statement is to be recorded in land records check here.

This financing statement Dated 5/18/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

252675

Name DAVID P AND DEBBIE COUTURE

Address 8094 VENTNOR ROAD PASADENA, MD 21122

2. SECURED PARTY

Name NORWEST FINANCIAL MARYLAND INC

Address 7528 RITCHIE HWY GELN BURNIE MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1-TV set
- 1-REFrig
- 1-Stove
- 1-Living room set
- 1-Bedroom set
- 1-Dining room set
- 1-Ski equipment
- 1-Camera

RECORD FEE 19.00
 POSTAGE .50
 #23137 0040 R01 112:5:6
 JUL 20 1984

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

David P. Couture
(Signature of Debtor)

DAVID P COUTURE
Type or Print Above Name on Above Line

Debbie Couture
(Signature of Debtor)

DEBBIE COUTURE
Type or Print Above Signature on Above Line

Mary E. Hicks
(Signature of Secured Party)

MARY E. HICKS
Type or Print Above Signature on Above Line

Mailed to Secured Party

1984 JUL 20 PM 1:37
 E. AVEREY COLLISON
 CLERK

19.88
38

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 730.83

If this statement is to be recorded in land records check here.

This financing statement Dated MAY 16, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

252076

Name JERRY AND PAULA CELENTANO

Address 306 GATEWATER COURT 301 GLEN BURNIE, MD, 21061

2. SECURED PARTY

Name NORWEST FINANCIAL

Address 7528 RITHCIE HWY GLEN BURNIE MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1-TV set
- 1-Stero
- 1-Washer
- 1-Dryer
- 1-Dishwasher
- 1-REFrig
- 1-Stove
- 1-Sewing machine
- 1-Vacuum cleaner
- 1-Living room wet
- 2-Bedroom set

RECORD FEE 15.00
#23138 0040 R01 T12:56
JUL 20 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Jerry Celentano Jr.
(Signature of Debtor)

JERRY CELENTANO JR.
Type or Print Above Name on Above Line

Paula E. Celentano
(Signature of Debtor)

PAULA E. CELENTANO
Type or Print Above Signature on Above Line

Mary E. Hicks
(Signature of Secured Party)

MARY E. HICKS
Type or Print Above Signature on Above Line

Mailed to Secured Party

RECORDS & CLERK

1984 JUL 20 PM 1:37

E. AUBREY COLLISON
CLERK

15.00

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 3394.92

If this statement is to be recorded in land records check here.

This financing statement Dated 5/17/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

252677

1. DEBTOR

Name CHARLES J AND MICHELLE NEIGHOFF

Address 7880 MANSION HOUSE CROSSING PASADENA, MD 21122

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING INC

Address 7528 RITCHIE GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 4-TV sets
- 1-Stereo
- 1-Washer
- 1-Dryer
- 1-Dishwasher
- 1-Microwave oven
- 2-Refrig
- 1-Stove
- 1-Sewing machine
- 1-Vacuum cleaner
- 1-Livingroom set
- 3-Bedroom sets
- 1-Dining room set

RECORD FEE 12.00
 RECORD TAX 21.00
 POSTAGE .50
 #23139 0040 R01 112:57
 JUL 20 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

Charles J. Neighoff
(Signature of Debtor)

CHARLES J. NEIGHOFF
Type or Print Above Name on Above Line

Michelle Neighoff
(Signature of Debtor)

MICHELLE NEIGHOFF
Type or Print Above Signature on Above Line

May E. Hicks
(Signature of Secured Party)

MAYR E. HICKS
Type or Print Above Signature on Above Line

CLERK

1988 JUL 20 PM 1:37

E. AUBREY COLLISON
CLERK

12.00
21.00
.50

11 28

STATE OF MARYLAND

BOOK 475 PAGE 20

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1998.49

If this statement is to be recorded in land records check here.

This financing statement Dated APRIL 27, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

250673

1. DEBTOR

Name ANNETTE HINTON
Address 1715 E. OLIVER STREET BALTIMORE, MD, 21213

2. SECURED PARTY

Name NORTHWEST FINANCIAL
Address 7528 RITCHIE HWY GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) APRIL 27, 1986

4. This financing statement covers the following types (or items) of property: (list)

- 5-TV Sets
1-Washer
1-Refrig.
1-Stove
1-Sewing Machine
1-Vacuum Cleaner
1-Piano
1-Living room set
3-Bedroom set
1-Dining room set

RECORD FEE 11.00
RECORD TAX 10.50
POSTAGE .50
#23144 0040 R01 T13:24
JUL 20 84

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Mailed to Secured Party

1984 JUL 20 PM 1:37
E. AUBREY COLLISON
CLERK

Annette Hinton
(Signature of Debtor)

ANNETTE HINTON
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mary E. Hicks
(Signature of Secured Party)

MARY E. HICKS
Type or Print Above Signature on Above Line

11.00
10.50
.50

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK **475** PAGE **21**
 Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. **\$1998.49**

If this statement is to be recorded in land records check here.

This financing statement Dated MAY 1, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

252679

1. DEBTOR

Name TIMOTHY D. MOORE

Address 8067 NEW GILPINY COURT SEVERN, MD, 21144

2. SECURED PARTY

Name NORTHWEST FINANCIAL

Address 7528 RITCHIE HWY GLEN BURNIE, MD. 21061 ←

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) MAY 1, 1985

4. This financing statement covers the following types (or items) of property: (list)

- 2-TV Sets
- 1-Washer
- 1-REFrig.
- 1-Sewing Machine
- 1-Vacuum Cleaner
- 1-Living room set
- 1-Bedroom set
- 1-Dining room set

RECORD FEE 22.00
 #23145 0040 R01 T13=257
 JUL 20 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

1984 JUL 20 PM 1:37
 E. AUDREY COLLISON
 CLERK

Timothy D. Moore
 (Signature of Debtor)

TIMOTHY D. MOORE
 Type or Print Above Name on Above Line

 (Signature of Debtor)

 Type or Print Above Signature on Above Line

Mary E. Hicks
 (Signature of Secured Party)

MARY E. HICKS
 Type or Print Above Signature on Above Line

22.00

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$1223.33

If this statement is to be recorded in land records check here.

This financing statement Dated APRIL 30, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 252650

1. DEBTOR

Name HOWARD F AND CLAUDIA LEHNERT
Address 7325 SUMMER RAIN COURT A GLEN BURNIE, MD. 21061

2. SECURED PARTY

Name NWWEST FINANCIAL
Address 7523 RITCHIE HWY GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) APRIL 30, 1986

- 4. This financing statement covers the following types (or items) of property: (list)
2-TV sets
1-Stereo
1-Air conditioner
1-Bedroom set

RECORD FEE 23.00
423146 0040 R01 113:25
JUL 20 84

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Mailed to Secured Party

1984 JUL 20 PM 1:37

E. AUSTEY COLLISON
CLERK

Howard F Lehnert
(Signature of Debtor)

HOWARD F. MR LEHNERT
Type or Print Above Name on Above Line

Claudia D Lehnert
(Signature of Debtor)

CLAUDIA LEHNERT
Type or Print Above Signature on Above Line

Mary E Hicks
(Signature of Secured Party)

MARY E. HICKS

Type or Print Above Signature on Above Line

23.00

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2586.26

If this statement is to be recorded in land records check here.

This financing statement Dated APRIL 30, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

252661

1. DEBTOR

Name MICHAEL AND TANDRA LEWIS

Address 7840 EDELOW ROAD GLEN BURNIE, MD, 21061

2. SECURED PARTY

Name NRMEST FINANCIAL

Address 7528 RITCHIE HWY GLEN BURNIE, MD, 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) APRIL 30, 1987

4. This financing statement covers the following types (or items) of property: (list)

- 1-TV set
- 1-Stero
- 1-Freezer
- 1-Living room set
- 2-Bedroom sets

RECORD FEE 17.50
 RECORD TAX 12.00
 POSTAGE .50
 #23147 0040 R01 113:26
 JUL 20 84

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Michael A. Lewis
(Signature of Debtor)

MICHAEL A, LEWIS
Type or Print Above Name on Above Line

Tandra E. Lewis
(Signature of Debtor)

TANDRA LEWIS
Type or Print Above Signature on Above Line

Mary E. Hicks
(Signature of Secured Party)

MARY E. HICKS
Type or Print Above Signature on Above Line

17.50
12.00
.50

Mailed to Secured Party

1984 JUL 20 PM 1:37
 E. AUBREY COLLISON
 CLERK

1250

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

| | |
|---|---|
| <p>1. DEBTOR(S) and Address(es)</p> <p>Central Auto Parts, Inc. T/A Wholesale Auto Parts 1012 South Crain Highway Gleeb Burnie, Maryland 21061</p> | <p>2. SECURED PARTY and Address</p> <p>UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: _____</p> <p style="text-align: center;">Return to Secured Party</p> |
|---|---|

3. This Financing Statement covers the following types (or items) of property: All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of _____ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other.

RECORDING FEE
RECORDING TAX 12.00
140.00

POSTAGE .50
#23152 0040 R01 113:35
JUL 20 84

See the attached.

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction (is) (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$20,000.00

DEBTOR:
Central Auto Parts, Inc.
T/A Wholesale Auto Parts
(Type Name)

By: John Mack
John Mack - President

By: _____

SECURED PARTY:
UNION TRUST COMPANY OF MARYLAND

By: Frank H. Knoke

Frank H. Knoke, Vice President
(Type Name)

July 10, 1984

(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
Md., Va., D.C., Pa.

Mailed to Secured Party

1984 JUL 20 PM 1:38

E AUSEY COLLISON
CLERK

12.00
140.00

INVOICE

System's Etc.
7164 E. Furnace Branch Road
Glen Burnie, Maryland 21061

BILL TO: Central Auto Parts
1012 S. Crain Highway
Glen Burnie, Maryland 21061

SHIP TO: ~~BOOK~~ 475 PAGE 25

| ACCT. NO. | REF. | SOLD BY | ORDER NO. | MEMO | WEIGHT | ORDER DATE | INV. DATE | INV. NO. | | | |
|-----------|----------|---------|--------------------------------------|-----------------------------|--------|------------|----------------------|-------------|---|---|--|
| | | | | | | 5-29-84 | 7-05-84 | 6589 | | | |
| QTY. SOLD | BK. ORD. | MFC | PART NUMBER | DESCRIPTION | CORE | LIST | SELL | EXTENDED | T | D | |
| 1 | | | LoadSTAR Computer System as follows: | | | | | | | | |
| 1 | | | Micro 11 | #BT01174 | | | | | | | |
| 3 | | | VT220 Display Terminals | #ta44015, ta61490, ta44165. | | | | | | | |
| 1 | | | LA 50 Printer | #TC83933a | | | | | | | |
| 1 | | | LA 120 Printer | #TC86779a | | | | | | | |
| | | | Delivery, Installation, Training | | | | | | | | |
| | | | | | | | SUB-TOTAL | \$26,980.00 | | | |
| | | | | | | | CORE | | | | |
| | | | | | | | TAX | | | | |
| | | | | | | | deposit MISC. | (3,000.00) | | | |
| | | | | | | | FREIGHT | | | | |
| | | | | | | | TOTAL | \$23,980.00 | | | |

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 1-21-7 U.C. 1/79

This Statement is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. J.D. 248323 recorded in
Liber 464 Folio 136 on July 27, 1983 (Date).

1. DEBTOR(S):

Name(s) RONALD D. PATTERSON
Address(es) 1234 Youngs Farm Rd. Annapolis, MD 21403

2. SECURED PARTY:

Name FIRST PENNSYLVANIA BANK N.A.
Address 3020 MARKET STREET
PHILADELPHIA, PA. 19104

RECORD FEE 10.00
#23153 0040 R01 T13:36
JUL 20 84

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

Mailed to Secured Party

9. SIGNATURES.

1983 JUL 20 PM 1:38

E. AMBERY COLLISON

DEBTOR(S)

(Necessary only if Item 6 is applicable)

SECURED PARTY

FIRST PENNSYLVANIA BANK N.A.
By [Signature]
JOHN K. PRICE, A.V.P.

(Type, Name and Title)

100

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-9

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 241938

RECORDED IN LIBER 448 FOLIO 158 ON 3/29/82 (DATE)

1. DEBTOR

Name CHARLES J. COPLEY, JR. & VERONICA S. OSTRANDER

Address 1220 GEMINI DRIVE, ANNAPOLIS, MARYLAND 21403

2. SECURED PARTY

Name GENERAL ELECTRIC CREDIT CORPORATION

Address 100 MERRICK ROAD, ROCKVILLE CENTRE, NEW YORK 11570

G.E.C.C. - P.O. BOX 386 - LEVITOWN, NEW YORK 11756

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: TERMINATION
(Indicate whether amendment, termination, etc.)

50288

RECORDED FEE 5.00
POSTAGE .50
M23163 0040 R01 115:02
JUL 20 84

1984 JUL 20 PM 3:21
E ALBINA COLLISON
CLERK



GENERAL ELECTRIC CREDIT CORPORATION

Natalie R. Lamb
(Signature of Secured Party)

Natalie R. Lamb

Type or Print Above Name on Above Line

Dated May 31, 1984

Mailed to Secured Party

5.00
.50

MARYLAND FINANCING STATEMENT

BOOK 475 PAGE 28

(xx) Not Subject to Recordation Tax
() Recordation Tax of \$_____ on
Principal Amount of \$_____ is
enclosed/has been paid (strike
inapplicable phrase).

For Filing Officer
File No.:
Record Reference:
Date & Hour of Filing

This financing statement is presented to a filing officer pursuant to the
Uniform Commercial Code:

252663

1. LESSEE 1691 Limited Partnership T/A Crofton Country Club
(Name or Names)
P. O. Box 3032 Crofton, Md. 21114
(Address)

LESSEE
(Name or Names)
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) of LESSOR Harbor Federal Savings & Loan Assn.
(Name or Names)
3200 Eastern Avenue, Baltimore, Maryland 21224
(Address)

4. This financing Statement covers the following types (or items) of property:

1 - Western Union Cellular Phone with Antenna Installed on 1982 Cadillac El Dorado

RECORDATION CLERK
JUL 20 PM 3:21

RECORD FEE 12.00
POSTAGE .50
#123164 0040 R01 T15:0.3
JUL 20 84

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE 1691 Limited Partnership T/A
Crofton Country Club
By: [Signature]
William D. Berkshire - General Partner
(Type or print name of person signing)
By:
(Type or print name of person signing)

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: [Signature]
Gordon T. Hill - Pres.
(Type or print name of person signing)

Return to: Harbor Federal Savings & Loan
3200 Eastern Avenue
Baltimore, MD 21224

Mailed to: Attn: Bob Williams

12.00
.50

Form 296

FINANCING STATEMENT

- Not subject to recordation tax
- Subject to recordation tax on principal amount of \$ _____

1. Name of Debtor(s) (or Assignor): Karl A. Reichardt and Carol M. Reichardt
 Address: d/b/a Reichardt Veterinary Hospital
 125 Mayo Road
 Edgewater, Maryland 21037

2. Name of Secured Party (or Assignee): **SECURITY NATIONAL BANK**
 Address: 2000 M Street, N.W.
 Washington, D.C. 20036

3. This Financing Statement covers the following types (or items) of property:

SEE SCHEDULE 'A' ATTACHED HERETO AND MADE A PART HEREOF

RECORD FEE 13.00
 #23165 0040 R01 T15#0-4
 JUL 20 84

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is crops—describe real estate. Execute additional Financing Statements to file in each county involved.)
 The above-described crops are growing or to be grown on:

(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
 The above-described goods are affixed or to be affixed to:

(If proceeds of collateral are claimed). Proceeds of the collateral are also covered.

(If products of collateral are claimed). Products of the collateral are also covered.

Debtor(s):
Karl A. Reichardt
 Karl A. Reichardt
 X Carol M. Reichardt
 Carol M. Reichardt

Secured Party:
SECURITY NATIONAL BANK
 By: David G. Fleming, Vice Pres.
David G. Fleming, Vice Pres.
 Type Name and Title

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to **SECURITY NATIONAL BANK** at address shown in 2. above)

Mailed to Secured Party

13.00

RECEIVED FOR RECORDING
 WASHINGTON COUNTY

1984 JUL 20 PM 3:21

E. AUBREY COLLISON
 CLERK

SCHEDULE "A" TO FINANCING STATEMENT

All of the Debtor's present and future furniture, fixtures, equipment, supplies and inventory of every type and nature now or hereinafter used or held for sale or leased in the Debtor's business, and all increases, substitutions, replacements and additions to any of the foregoing of every type, including cash and non-cash proceeds and returned and/or repossessed inventory. In addition, all of the Debtor's present and future accounts, contract rights, chattel paper, general intangibles, notes, drafts, acceptances, chattel mortgages, conditional sales contracts, bailment leases, security agreements and other forms of obligations now or hereafter arising out of or acquired in the course of the Debtor's business, together with all liens, guarantees, securities, rights, remedies and privileges pertaining to any of the foregoing (collectively "Receivables").

252665

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Anthony S. Lavelle
Louise Lavelle

8 Summer Hill Park
Crownsville, MD 21032

1984 JUL 20 PM 3:21
E. AUDREY COLLISON
CLERK

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21203

RECORD FEE 13.00
POSTAGE .50
#23166 0040 R01 715:06
JUL 20 84

1. This Financing Statement covers the following types (or items) of property (the collateral).
1974 Used Lebanon Beaumont 60x12 Mobile Home Serial # P-1646
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Secured Party

Anthony S. Lavelle
Anthony S. Lavelle

Louise Lavelle
Louise Lavelle

Annette M. Lavelle
Annette M. Lavelle

THE SAVINGS BANK OF BALTIMORE

BY Rhonda Spradley

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes, Inc., which has been assigned to The Savings Bank of Baltimore.

13.00
50

Mailed to Secured Party

252856

FINANCING STATEMENT

Not Subject to Recordation Tax

| <u>Name of Debtor</u> | <u>Mailing Address</u> |
|-------------------------------------|---|
| Dwight H. Shipley Evelyn Shipley | Box 69 Chesapeake Mobile Court Hanover, MD 21076 |

E. AUGUST COLLISON
1984 JUL 20 PM 3:21

RECORDING FEE 12.00
 POSTAGE .50
 #23167 0040 R01 115:07
 JUL 20 84

SECURED PARTY

| | |
|---|---|
| THE SAVINGS BANK OF BALTIMORE (Assignee) | Address: BALTIMORE AND CHARLES STREETS BALTIMORE, MARYLAND 21203 |
|---|---|

1. This Financing Statement covers the following types (or items) of property (the collateral).

1983 New Windsor Expando 70x14 Mobile Home Serial # 16659

2. Proceeds and products of the collateral are also specifically covered.

3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Secured Party

Dwight Shipley
Dwight H. Shipley

Evelyn Shipley
Evelyn Shipley

THE SAVINGS BANK OF BALTIMORE

BY Michelle Treaselle

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes, Inc., which has been assigned to The Savings Bank of Baltimore.

12.00
~~13.00~~
.50

Mailed to Secured Party

252637

FINANCING STATEMENT

Not Subject to Recordation Tax

| <u>Name of Debtor</u> | <u>Mailing Address</u> |
|-----------------------|---------------------------|
| Charles E. Melton | 50 Colonial Manor Estates |
| Pamela L. Melton | Arnold, MD 21012 |
| Ronald B. Melton | |

1984 JUL 20 PM 3:21
E. ANDREW COLLISON
CLERK

RECORD FEE 13.00
POSTAGE .50
#23168 0040 R01 115:07
JUL 20 84

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE (Assignee) Address: BALTIMORE AND CHARLES STREETS BALTIMORE, MARYLAND 21203

- This financing Statement covers the following types (or items) of property (the collateral).
1982 New Windsor 2BR FCK 1BA Mobile Home 70x14 Serial #14638
- Proceeds and products of the collateral are also specifically covered.
- Mr. Clerk: Mail instrument to secured party named above at the address stated.

| Debtor | Secured Party |
|---|-------------------------------|
| <u>X Charles E. Melton</u> Charles E. Melton | THE SAVINGS BANK OF BALTIMORE |
| <u>X Pamela L. Melton</u> Pamela Melton | BY <u>Michelle Mucabie</u> |
| <u>X Ronald B. Melton</u> Ronald B. Melton | |

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes, Inc., which has been assigned to The Savings Bank of Baltimore.

13.00
14.00
50

Mailed to Secured Party

252508

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

James M. Cozzone
Wendy W. Cozzone

1198-A Patuxent Rd.
Odenton, Md. 21113
A.A. Co.

RECORD FEE 12.00
POSTAGE .50
#23169 0040 R01 115:07
JUL 20 84

1984 JUL 20 PM 3:21
E. ROBERT COLLISON
BLERK

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21203

1. This financing Statement covers the following types (or items) of property (the collateral).

1984 Titan 60 x 28 Serial 8360AB

2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Secured Party

James M. Cozzone

THE SAVINGS BANK OF BALTIMORE

Wendy W. Cozzone

BY Nichelle Murabito

Wendy W. Cozzone

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and M&M Mobile Homes, Inc., which has been assigned to The Savings Bank of Baltimore.

12.00
~~13.00~~
.50

PCS 0847

Mailed to Secured Party

FINANCING STATEMENT

Not Subject to Recordation Tax

| | |
|---|--|
| <u>Name of Debtor</u> | <u>Mailing Address</u> |
| Lester Lorrان Fleishell Irene Louise Fleishell | 490 Patuxent Rd. Lot 32 Odenton Anne Arundal Co 21113 |

RECORD FEE 12.00
 POSTAGE .50
 #23170 D040 B01 715:08
 JUL 20 84

1984 JUL 20 PM 3:21
 E. AUBREY COLLISON
 CLERK

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE (Assignee) Address: BALTIMORE AND CHARLES STREETS
 BALTIMORE, MARYLAND 21203

1. This financing Statement covers the following types (or items) of property (the collateral).

1969 Greatlakes Ser# 4HB6012F3N12420

2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Secured Party

Lester Lorrان Fleishell
 Lester Lorrان Fleishell

THE SAVINGS BANK OF BALTIMORE

Irene L. Fleishell
 Irene L. Fleishell

BY *Michelle Drabell*

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Manufactured Home Brokers Inc., which has been assigned to The Savings Bank of Baltimore.

Mailed to Secured Party

12 PCS 0847
 1306
 50

BOOK 475 PAGE 36

252880

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

| | |
|---|---|
| No. of Additional Sheets Presented: | Maturity Date 3. (optional): |
| 1. Debtor(s) (Last Name First and Address(es): KNOWLES, RONALD E THOMPSON, ROBIN M MARYLAND MANOR MHP 1503K BERKLEY COURT MARYLAND MANOR MHP HARWOOD, MD 20776 | 2. Secured Party(ies): Name(s) and Address(es): JOY REAL ESTATE 6500 OLD BRANCH AVE, ST. 201 TEMPLE HILLS, MD 20784 |
| 4. For Filing Officer: Date, Time, No. Filing Office <i>Please Put File # on our copy</i> | |
| 5. This Financing Statement covers the following types (or items) of property: 1981 Redman, , Serial # 38844G2KDRW-288 24 X 44, 2 BR <i>RT</i> To include all furniture fixtures, appliances and appurtenances therein and thereto, including but not limited to these items specified in the manufacturer's invoice and/or purchase agreement and/or retail installment contract. <input checked="" type="checkbox"/> Proceeds <input checked="" type="checkbox"/> Products of the Collateral are also covered. | 6. Assignee(s) of Secured Party and Address(es) Green Tree Acceptance, Inc. 6506 Loisdale Road #304 Springfield, VA 22150 <i>Mailed to: ←</i> |
| 7. <input type="checkbox"/> The described crops are growing or to be grown on. <input type="checkbox"/> The described goods are or are to be affixed to. <input type="checkbox"/> Describe Real Estate Below: | 8. Describe Real Estate Here: |
| 9. Name(s) of Record Owner(s): | RECORD FEE 12.00 POSTAGE 50 #23171 0040 R01 15:09 JUL 20 84 |
| 10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box) | |
| <input type="checkbox"/> already subject to security interest in another jurisdiction when it was brought into this state, or <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected: | |
| By <u>Ronald E Knowles</u> RONALD E KNOWLES S.S. # 219-78-6609 <u>Robin M Thompson</u> ROBIN M THOMPSON S.S. # 219-80-9708 Signature(s) of Debtor(s) | By <u>Judith Schenkoff</u> Green Tree Acceptance, Inc. Signature(s) of Secured Party(ies) |

(1) FILING OFFICER COPY - NUMERICAL
STANDARD FORM - FORM UCC-1 — Approved by the Secretary of the Commonwealth of Pa.

1984 JUL 20 PM 3:21 CD
E. AUBREY COLLISON
CLERK

BOOK 475 PAGE 37

252831

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented:

3. Maturity Date (Optional):

1. Debtor(s) (Last Name First) and Address(es):
Richard Curry DEB Dick's Concrete
523 White Oak Drive
Severna Park, Maryland
21146

2. Secured Party(ies) Address(es) And Name(s):
John C. Louis Company, Inc.
1805 Cherry Hill Road
Baltimore, Maryland
21230

4. For Filing Officer: Date, Time, File No., Filing Office:

RECORD FEE 12.00
POSTAGE .50
#23186 0040 R01 T16:15
JUL 20 84

7. This Financing Statement covers the following types or items of collateral:
(Describe real estate, including record owner if item 6 is applicable)

One Clark M743 Bobcat S/N 18147 with float tires and One 60" Bucket with teeth (6558301)

5. Assignee(s) of Secured Party, Address(es):

Clark Equipment Credit Corporation
128 East Front Street
Buchanan, Michigan 49107

WE ARE NOT SUBJECT TO RECORDATION TAX

6. The described crops are growing or to be grown on the real property described in Item 7.

The described goods are or are to be affixed to the real property described in Item 7.

DEBT EXCEEDS \$200.00

Proceeds of the collateral are also covered.

Filed with: Sec. of State Filing Office of _____ County/City

8. Signatures:

Richard Curry DEB Dick's Concrete

John C. Louis Company, Inc.

By [Signature] Debtor(s) [or Assignor(2)]

By [Signature] Secured Party(ies) [or Assignee(s)]

(3) Filing Officer Copy - Acknowledgement. Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person filing, as an acknowledgement.

FINANCING STATEMENT

THIS INSTRUMENT PREPARED BY SECURED PARTY AND ASSIGNEE OF SECURED PARTY.

FORM UCC

1

1200
.50

Mailed to Secured Party

1984 JUL 20 PM 4:19

E. ADLEY COLLISON
CLERK

475 38

Uniform Commercial Code — FINANCING STATEMENT — Form UCC-3

IMPORTANT — Read instructions on back before filling out form

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

| | | |
|---|--|--|
| 4. <input type="checkbox"/> Filed for record in the real estate records. 1. XXXX (Last Name First) and address(es) Lessee North Arundel Hospital 301 Hospital Drive Glen Burnie, MD 21061 | 5. <input type="checkbox"/> Debtor is a Transmitting Utility. 2. XXXXXXXX Secured Party(ies) and address(es) Lessor Scientific Leasing Inc. 790 Farmington Avenue Farmington, CT 06032 | 6. No. of Additional Sheets Presented: 3. For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 10.00 POSTAGE 5.00 25377 D040 R01 16:16 JUL 20 84 |
|---|--|--|

7. This statement refers to original Financing Statement No. LIBER 464 PAGE 342 248442 filed (date) 8/4/83 with Clerk of Circuit Court

- 8. A. Continuation The original Financing Statement bearing the above file number is still effective.
- B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
- C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:
- D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below:
- E. Amendment The Financing Statement bearing the above file number is amended as set forth below: (Signature of Debtor and Secured Party is Required)
- F. Other

Lease No. 7270, Schedule 04, dated 6/15/83
 ASSIGNED TO: Bank of New England, 28 State Street, Boston, MA 02109
 ATTN: EQUIPMENT FINANCE, WM 7
 TRUE LEASE: NOT SUBJECT TO RECORDATION TAX
 FILED WITH: Clerk of the Circuit Court of Anne Arundel, UCC Division
 Annapolis, MD 21401

NORTH ARUNDEL HOSPITAL
 By
 Signature(s) of Debtor(s) (only on amendment) Lessee

SCIENTIFIC LEASING INC.
 By *[Signature]*
 Signature(s) of Secured Party(ies) Lessor

Filing Officer Copy — Alphabetical
 Forms may be purchased from Hobbs & Warren, Inc., Boston, Mass. 02101 STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC3 REV 1980

10.00
50



Mailed to Secured Party

RECEIVED FOR RECORD
 1984 JUL 20 PM 4:19
 E. AUBREY COLLISON
 CLERK

5-152016-152

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 475 PAGE 39
Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated APRIL 11, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

252632

1. DEBTOR

Name CHARLES W COX AND SUSAN COX
Address 2134 COX RD, GAMBRIILLS, MD, 21054

2. SECURED PARTY

Name NORTHWEST FINANCIAL MARYLAND INC
Address 2020 D WEST ST
ANNAPOLIS, MD 21054

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) APRIL 11, 1986

4. This financing statement covers the following types (or items) of property: (list)

1 Color Television, 1 Stereo, 1 Kenmore Washer, 1 Dryer, 1 Microwave Oven, 1 Frigidare REfrigrator, 1 Stove, 1 Vacuum Cleaner, 1 Air Conditioner, 1 Living Room Set, 1 Bedroom Set, 1 Dining Room Set

E. AUBREY COLLISON
CLERK
1984 JUL 23 AM 8:37

RECORD FEE 12.00
POSTAGE .50
963691 0237 R02 108:26
JUL 23 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Mailed to Secured Party

Charles W. Cox
(Signature of Debtor)

CHARLES W COX

Type or Print Above Name on Above Line

Susan Cox
(Signature of Debtor)

SUSAN COX

Type or Print Above Signature on Above Line

Glenn F. Focht
(Signature of Secured Party)

GLENN F FOCHT

Type or Print Above Signature on Above Line

125

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated APRIL 23, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

252893

Name GARY L RUNKLE AND CATHERINE A RUNKLE

Address 70 SILIPANNA RD, ANNAPOLIS, MD, 21403

2. SECURED PARTY

Name NORWEST FINANCIAL MARYLAND INC

Address 2020 D WEST ST

ANNAPOLIS, MD, 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) APRIL 23, 1987

4. This financing statement covers the following types (or items) of property: (list)

- 2 Color Television, 1 Stereo, 1 Sears Washer, 1 SEars Dryer,
- 1 General Electric Dishwasher, 1 Microwave Oven, 1 Sears Refrigerator,
- 1 Stove, 1 Vacuum Cleaner, 1 Piano, 1 Living Room Set, 1 Bedroom Set,
- 1 Dining Room Set

E. AUBREY COLLISON
GLENN
1984 JUL 23 AM 8:37

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

RECORD FEE 12.00
POSTAGE .50
#63692 C237 R02 T08:27
JUL 23 84

Gary L. Runkle
(Signature of Debtor)

GARY L RUNKLE

Type or Print Above Name on Above Line

Anna Catherine Runkle
(Signature of Debtor)

ANNA CATHERINE RUNKLE

Type or Print Above Signature on Above Line

Glenn F. Focho
(Signature of Secured Party)

GLENN F FOCHT

Type or Print Above Signature on Above Line

125

Mailed to Secured Party

TO BE FILED IN LAND RECORDS - ANNE ARUNDEL COUNTY, MARYLAND

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to UCC.

1. NAME AND ADDRESS OF DEBTOR:

YOON TAEK SHIM and
BOK YOUNG SHIM, his wife,
T/A UNIVERSAL T.V.
2534 Mountain Road
Pasadena, Maryland 21122

2. NAME AND ADDRESS OF SECURED PARTY:

FARMERS NATIONAL BANK OF MARYLAND
5 Church Circle
Annapolis, Maryland 21401

3. This Financing Statement covers all:

- a. Machinery, equipment, fixtures and furniture now owned or hereafter acquired, together with attachments, accessories, etc.
- b. Inventory, raw materials, etc., including after acquired and proceeds.

This transaction is exempt from the recordation tax. Principal amount of the Debt is \$25,000.00 which is recorded in Land Records of Anne Arundel County, Maryland.

DEBTOR:

SECURED PARTY:

Yoon Taek Shim
YOON TAEK SHIM

FARMERS NATIONAL BANK OF MARYLAND

BY: *[Signature]*

Vice President

Bok Young Shim
BOK YOUNG SHIM

T/A UNIVERSAL T.V.

RECORD FEE 13.00
POSTAGE .50
#63713 0055 602 10941
JUL 23 84

AFTER RECORDATION RETURN TO:

FARMERS NATIONAL BANK OF MARYLAND
5 Church Circle
Annapolis, Maryland 21401
ATTENTION: PATSI HALL

Mailed to Secured Party

TEVENS AND ROBYER PA
ATTORNEYS AND
COUNSELLORS AT LAW
17 WILLOW STREET
ANNAPOLIS, MD 21401

1984 JUL 23 AM 9:44
E. ALBERT COLLISON
CLERK

13.00
[Signature]

BOOK 475 PAGE 42

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)
ALCO GRAVURE, INC.
50 Essex Street
P. O. Box 4444
Rochelle Park, N.J. 07662-4444

2. Secured Party(ies) and address(es)
MANUFACTURERS HANOVER
COMMERCIAL CORPORATION
1211 Avenue of Americas
New York, N. Y. 10036
251742

3. Maturity date (if any):
Far Filing Officer (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. #2, 15098 C345 R01
Filed with Circuit Court Anne Arundel Co., MD. 4/25/84 19

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

Amended to reflect change of Debtor's address from: Ninth & Monroe Streets, P. O. Box 310, Hoboken, N.J. to: 50 Essex Street, P. O. Box 4444, Rochelle Park, N. J. 07662-4444.

RECORD FEE 10.00
#63716 C237 R02 709:54
JUL 23 84

No. of additional Sheets presented:

ALCO GRAVURE, INC.
By: *[Signature]*
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

MANUFACTURERS HANOVER
COMMERCIAL CORPORATION
By: *[Signature]*
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical

Mailed to Secured Party

10

RECEIVED BY CLERK
CIRCUIT COURT ANNE ARUNDEL COUNTY



1984 JUL 23 AM 9:56

E. AUBREY COLLISON
CLERK

252701

FINANCING STATEMENT CHANGE

| | |
|--|--|
| <p>This Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code.</p> | <p>1a. Filing Data: (For Filing Officer)</p> |
| | <p>1b. Maturity Date:</p> |
| <p>2. Debtor (s) and Mailing Address Bushnell International Corporation c/o A.F.I. Logistics, Baltimore Commons Industrial Park 7465 Candlewood Road Harmans, Maryland 21077</p> | <p>3. Secured Party (ies) and Address The National Bank of Washington 4340 Connecticut Avenue, N.W. Washington, D.C. 20008</p> |

This statement refers to original Financing Statement No. No Number Affixed
Date Filed: Feb. 21, 19 84 471/5
ANNE ARUNDEL COUNTY

- A. Continuation (). The original Financing Statement is still effective.
- B. Assignment (). The Secured Party of record has assigned his interest in the collateral to:
- C. Termination (x). The Secured Party of record no longer claims a security interest under the Financing Statement.
- D. Partial Release (). The Secured Party of record releases the following collateral:
- E. Amendment (). The Financing Statement is amended as set forth below:

1984 JUL 23 AM 10:14
 E. AUBREY COLLISON
 CLERK



Mailed to Secured Party

RECORD FEE 11.00
POSTAGE .50
#63717 0237 R02 109:05
JUL 23 84

THE NATIONAL BANK OF WASHINGTON
By: Mary McClanahan

Signature (s) of Debtor (s)

Signature of Secured Party

11/50

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
Annapolis, Maryland 21401

BOOK 475 PAGE 44

252702

FINANCING STATEMENT

1. Name of Debtor(s):

Address:

American Cleaning Services, Inc.
1060 Cape St. Claire Road
Annapolis, MD 21401

Subject to

recordation tax
of \$ 12,500.00

2. Name of Secured Party:

Address:

Annapolis Federal Savings & Loan Assoc.
P.O. Box 751
Annapolis, MD 21404

3. This Financing Statment covers the following types (or items) of property: Hydro Master Steam Cleaner
Serial # 7242454

Debtor(s):

American Cleaning Services, Inc.

Secured Party:

ANNAPOLIS FEDERAL SAVINGS
AND LOAN ASSOCIATION

RECORD FEE 11.00
RECORD TAX 87.50
POSTAGE .50
JUL 23 10:58 AM '84
R02 107:58
JUL 23 84

By: [Signature], President

By [Signature]
(Authorized Signature)

John M. Crook, Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

Mailed to Secured Party

11-
87
2/2

1984 JUL 23 AM 10:15
E. ALBERT COLLISON
CLERK

BOOK 475 PAGE 45

TERMINATION STATEMENT

liber 455 page 590

Identifying File No. 244985

FILING OFFICER: Please mail this Termination Statement to the Secured Party at its address.

ACCOUNT NUMBER 117438-3

| DEBTORS (Names and Residence Address) | SECURED PARTY (Name and Address) |
|--|--|
| SCURRY WARREN & LILLIAN E Rt 13 Bx 23 Magothy Bch Rd Pasadena Md 21122 | BLAZER FINANCIAL SERVICES INC 7479 Balto Annap Blvd Glen Burnie Md 21061 |

RECORD FEE 10.00
POSTAGE .50
#63725 0237 102 110:02
JUL 23 84

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies the Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above.

Secured Party BLAZER FINANCIAL SERVICES INC

By C White Title CLERK Dated MAY 21, 19 84

0227 20 Maryland 264 WHITE

Mailed to Secured Party

OR CLERK

10/52

RECEIVED BY RECORDS
SHERIFF'S OFFICE

1984 JUL 23 AM 10:15

E AUBREY COLLISON
CLERK

BOOK 475 PAGE 46

TERMINATION STATEMENT

liber 450 page 48

Identifying File No. 242642

FILING OFFICER: Please mail this Termination Statement to the Secured Party at its address.

ACCOUNT NUMBER 116550-6

RECORD FEE 10.00
POSTAGE .50

DEBTORS (Names and Residence Address)

TWIGG CAREY J & GERTRUDE
432 Hillview Dr 203
Linthicum Md 21090

SECURED PARTY (Name and Address)

BLAZER FINANCIAL SERVICES INC
7479 Balto Annap Blvd
Glen Burnie Md 21061

463726 0237 10:02
JUL 23 84

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies the Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above.

Secured Party BLAZER FINANCIAL SERVICES INC

By C White Title CLERK Dated MAY 17 1984

0227 20 Maryland 264 C WHITE

Mailed to Secured Party

RECEIVED & RECORDED
CLERK COUNTY

1984 JUL 23 AM 10:15

E. AUBREY COLLISON
CLERK



1052

BOOK 475 PAGE 47

TERMINATION STATEMENT

Identifying File No. 236584 liber 434

FILING OFFICER: Please mail this Termination Statement to the Secured Party at its address. page 63

ACCOUNT NUMBER 114075-6

DEBTORS (Names and Residence Address)
Sank, Robert M and Sandra A
206 Garrett Rd
Glen Burnie Md 21061

SECURED PARTY (Name and Address)
BLAZER FINANCIAL SERVICES, INC.
7479 BALTIMORE-ANNAPOLIS BLVD.
P. O. BOX 66
GLEN BURNIE, MD. 21061

RECORD FEE 10.00
POSTAGE .50
463727 0237 102 110703
JUL 23 84

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies the Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above.

Secured Party Blazer Financial Services Inc

By J. Beers Title Clerk Dated May 17, 1984

0227-20 Maryland 2-64

RECEIVED FOR RECORD
CREDIT RECORDS DIVISION

1984 JUL 23 AM 10:15

E. AUDREY COLLISON
CLERK

Mailed to Secured Party

10/2



FINANCING STATEMENT FORM UCC-1

Identifying File No. 752907

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 11/17/83 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CRAIG A. MOFFATT AND DONNA S. MOFFATT
Address 4775 H. CARMICHAEL CT. HARWOOD, MD, 20776

2. SECURED PARTY

Name HERVEST FINANCIAL INC
Address 2020 D WEST ST
ANNAPOLIS, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) NOVEMBER 17, 1985

4. This financing statement covers the following types (or items) of property: (list)

2 Color TV Sets, 2 Stereos, 1 Sears Washer, 1 Sears Dryer, 1 Frigadare Refrigerator, 1 Tampen Stove, 1 Wards Vacuum Cleaner, 1 Living Room Set, 1 Bedroom Set

1984 JUL 23 AM 10:15
E. AUDREY COLLISON
CLERK

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Mailed to Secured Party

Craig A. Moffatt
(Signature of Debtor)
Craig A. Moffatt

Donna S. Moffatt
(Signature of Debtor)
Donna S. Moffatt

Abigail M. Dohm
(Signature of Secured Party)
Abigail M. Dohm

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

RECORD FEE 12.00
POSTAGE .50
#63729 0237 R02 T10:04
JUL 23 84

1200
.50

125
5

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated APRIL 12, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

252703

Name JOSE E. FEJ AND SANDRA FEJ
Address 167 GREEN ST, ANNAPOLIS, MD, 21401

2. SECURED PARTY

Name NORTHWEST FINANCIAL LEASING
Address 2020 D WEST ST
ANNAPOLIS, MD, 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) APRIL 12, 1987

4. This financing statement covers the following types (or items) of property: (list)
1 Color TV, 1 Stereo, 1 Microwave Oven, 1 Wards Sewing Machine,
1 Vacuum Cleaner, 1 Air Conditioner, 1 Bedroom Sets, 1 VCR

1984 JUL 23 AM 10:15
E. AVENUE COLLISON
RECORDED & INDEXED

RECORD FEE 12.00
POSTAGE .50
#63729 0237 R02 T10:04
JUL 23 84

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

Jose E. Fej
(Signature of Debtor)

Jose E. Feo
Type or Print Above Name on Above Line
Sandra J. Feo
(Signature of Debtor)
Sandra J. Feo
Type or Print Above Signature on Above Line

Douglas M. Smith
(Signature of Secured Party)

Douglas M. Smith
Type or Print Above Signature on Above Line

1250

STATE OF MARYLAND

BOOK 475 PAGE 50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated APRIL 11, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

252709

1. DEBTOR

Name PAUL M GALLAGHER AND MICHELE GALLAGHER

Address 800 PARKWOOD AVE, ANNAPOLIS, MD, 21403

2. SECURED PARTY

Name NORTWEST FINANCIAL MARYLAND INC

Address 2020 D WEST ST

ANNAPOLIS, MD, 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) APRIL 11, 1986

4. This financing statement covers the following types (or items) of property: (list)

- 1 Black and White TV, 1 Stereo, 1 Vacuum Cleaner, 1 Living Room Set,
- 1 Bedroom Set

E. ALBERT COLLISON
1984 JUL 23 AM 10:15

RECORD FEE 12.00
POSTAGE 50
38.5755 0237 APR 11 1984

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mailed to Secured Party

Paul M. Gallagher
(Signature of Debtor)

Paul M. Gallagher
Type or Print Above Name on Above Line

Michele S. Gallagher
(Signature of Debtor)

Michele S. Gallagher

Type or Print Above Signature on Above Line

Glenn F. Focht
(Signature of Secured Party)

Glenn F. Focht

Type or Print Above Signature on Above Line

12-50

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 5/2/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

BOOK 475 PAGE 53

1. DEBTOR

Name Encore Plumbing Inc. 252707

Address 8348 Schmidt's Lane, Pasadena, Md. 21122

2. SECURED PARTY

Name Charles A. Murray ITF Furman J. Davis

Address 4307 Harbor House Dr, Tampa, Fla. 33615

J. L. Fellona - Business Leasing Assoc. P.O. Box 2927, Annapolis, Md.

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 5/2/85

4. This financing statement covers the following types (or items) of property: (list)

2 Cellular Phones

RECORD FEE 11.00
POSTAGE .50
M43733 0237 802 110:07
JUL 23 84

1984 JUL 23 AM 10:15
E. AURNEY COLLISON
CLERK

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

William C. Taylor
(Signature of Debtor)
William C. Taylor

William C. Taylor
Type or Print Above Signature on Above Line

William C. Taylor
(Signature of Debtor)
William C. Taylor

Type or Print Above Signature on Above Line

Charles A. Murray

(Signature of Secured Party)

Charles A. Murray
Type or Print Above Name on Above Line

11-5

Mailed to Secured Party

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 5/7/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

BOOK 475 PAGE 54

1. DEBTOR

Name Annapolis Sail Yard Inc.
Address 326 1st, Suite 18, Annapolis, Md. 21403

2. SECURED PARTY

Name Charles A. Murray ITF
Address 4307 Harbor House Dr, Tampa, Fla 33615

259703

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 5/7/87

4. This financing statement covers the following types (or items) of property: (list)

1 Key System and Page System

RECORD FEE 11.00
POSTAGE .50

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

#63734 0237 R02 T10:07

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

JUL 23 84

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Mailed to Secured Party

Michael (Signature of Debtor)

Michael Griffin
Type or Print Above Signature on Above Line

Charles A. Murray
(Signature of Secured Party)

Michael (Signature of Debtor)

Michael Griffin
Type or Print Above Signature on Above Line

Charles A. Murray
Type or Print Above Name on Above Line

1152

1984 JUL 23 AM 10:15
E. AUSTIN COLLISON

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 5/8/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

BOOK 475 PAGE 55

1. DEBTOR

Name Leisure Tech Ltd.
Address 58 Bestgate Rd, Annapolis, Md. 21401

252709

2. SECURED PARTY

Name Charles A. Murray ITF
Address 4307 Harbor House Dr, Tampa, Fla 33615

J.L. Fellona, P. O. Box 2927, Annapolis, Md. 21404
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 5/9/86

4. This financing statement covers the following types (or items) of property: (list)

1 Telephone and Security System

1984 JUL 23 AM 10:15
E. ALBERT COLLISON
CLERK

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

David W. Shineman
(Signature of Debtor)
David W. Shineman

Type or Print Above Signature on Above Line
David W. Shineman
(Signature of Debtor)
David W. Shineman
Type or Print Above Signature on Above Line

Charles A. Murray
(Signature of Secured Party)
Charles A. Murray
Type or Print Above Name on Above Line

RECORD FEE 11.00
POSTAGE .50
#63735 C237 R02 T10:08
JUL 23 84

Mailed to Secured Party

1150

FINANCING STATEMENT FORM UCC-1

Identifying File No. 84032

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated April 3, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. BOOK 475 PAGE 50

1. DEBTOR

Name Stewart Lowell, Ltd. 252710
Address 222 Severn Ave., Suite 203, Annapolis, Md. 21403

2. SECURED PARTY

Name Business Leasing Associates, Inc., Charles A. Murray ITF
Address P.O. Box 9762, Arnold, Md. 21012-0762 MICHAEL and Kathryn Christian
Attn: J.L. Fellona 4307 Harbor House Dr.
Tampa, Fla. 33615

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 4/03/87

4. This financing statement covers the following types (or items) of property: (list)

- Texas Instruments Professional Computer System
- Dual Floppy Disk
- Monochrome display
- Printer
- Software

RECORD FEE 11.00
POSTAGE .50
#63736 C237 R02 T10:09
JUL 23 84

1984 JUL 23 AM 10:15
E. AVING & COLLISON
CLERK

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Craig Stewart
(Signature of Debtor)

Craig Stewart

Type or Print Above Signature on Above Line

Evelyn D. Stewart
(Signature of Debtor)

Evelyn D. Stewart

Type or Print Above Signature on Above Line

Charles A. Murray
(Signature of Secured Party)

CHARLES A. MURRAY

Type or Print Above Name on Above Line

Mailed to Secured Party

1150

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 4/30/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

BOOK 475 PAGE 57

1. DEBTOR

Name Encore Plumbing Inc.

Address 8348 Schmidt's Lane, Pasadena, Md. 21122

2. SECURED PARTY

Name Charles A. Murray ITF Furman J. Davis

Address 4307 Harbor House Dr, Tampa, Fla. 33615

J. L. Fellona - Business Leasing Assoc. P.O. Box 2927, Annapolis, Md.

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 4/30/87

4. This financing statement covers the following types (or items) of property: (list)

1 Cellular Phone

1984 JUL 23 AM 10:15
E. ANDREY & COLLISON
CLERK

RECORD FEE 11.00
POSTAGE .50
#63737 0237 P02 T10:10
JUL 23 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Encore Plumbing Inc
William C Taylor Pres.
(Signature of Debtor)
William C. Taylor

Encore Plumbing Inc William C Taylor, Pres
Type or Print Above Signature on Above Line

William C Taylor
(Signature of Debtor)

Type or Print Above Signature on Above Line

Charles A. Murray
(Signature of Secured Party)

Charles A. Murray
Type or Print Above Name on Above Line

Mailed to Secured Party

11/2

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 4/20/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

BOOK 475 PAGE 58

1. DEBTOR

Name International Consulting Firm, Inc. 253712
Address 335 Magothy Bridge Rd, Pasadena, Md.

2. SECURED PARTY

Name Charles A. Murray ITF Chad Champagne
Address 4307 Harbor House Dr, Tampa, Fla. 33615

J. L. Fellona - Business Leasing Assoc. P.O. Box 2927, Annapolis, Md.
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 4/20/86

4. This financing statement covers the following types (or items) of property: (list)

1 IBM P. C. Portable

1984 JUL 23 AM 10:16
E. ANDREY COLLISON
CLERK

RECORD FEE 11.00
POSTAGE .50
#637387 0237 R02 110:10
JUL 23 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

X Eduardo Saucedo
(Signature of Debtor)
Eduardo Saucedo

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Charles A. Murray
(Signature of Secured Party)

CA Murray
Type or Print Above Name on Above Line

11/20

Mailed to Secured Party

840420

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated Apr 24, 84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

BOOK 475 PAGE 59

1. DEBTOR

Name Alarm Tech Inc.
Address 2455 Hudson Street, Annapolis, Md. 21401

250713

2. SECURED PARTY

Name Charles A. Murray ITF Gordon Berryman
Address 4307 Harbor House Dr, Tampa, Fla. 33615

J. L. Fellona - Business Leasing Assoc. P.O. Box 2927, Annapolis, Md.

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 4/24/87

4. This financing statement covers the following types (or items) of property: (list)

1 cellular phone

1984 JUL 23 AM 10:15
E. ALBERT COLLISON
CLERK

RECORD FEE 11.00
POSTAGE .50
863739 0237 002 710:11

JUL 23 84

CHECK THE LINES WHICH APPLY

(if collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mailed to Secured Party

Howard Katz
(Signature of Debtor)
Howard Katz

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Charles A. Murray
(Signature of Secured Party)
Charles A. Murray
Type or Print Above Name on Above Line

11/50

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 4/27/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name J.C.L. Service First Inc.
Address 1632 Cliff Drive, Clover Lea Edgewater, Md. 21037

BOOK 475 PAGE 60

2. SECURED PARTY

Name Charles A. Murray ITF Michael Oristian
Address 4307 Harbor House Dr, Tampa, Fla. 33615

252712

J. L. Fellona - Business Leasing Assoc. P.O. Box 2927, Annapolis, Md.
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 4/27/87

4. This financing statement covers the following types (or items) of property: (list)

1 Cellular Phone

RECORD FEE 11.00
POSTAGE .50
#63740 C237 R02 110:11
JUL 23 84

1984 JUL 23 AM 10:16
E. AUGREY COLLISON
CLERK

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

John A. Nisewarner, Sr.
(Signature of Debtor)
John A. Nisewarner, Sr.

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Charles A. Murray
(Signature of Secured Party)
Charles A. Murray
Type or Print Above Name on Above Line

Mailed to Secured Party

1152

FINANCING STATEMENT FORM UCC-1

Identifying File No. 840413

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 4/10/1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

BOOK 475 PAGE 61
252715

1. DEBTOR

Name William E. O'Donnell, Phd.

Address 63 West St., Annapolis, Md. 21401

2. SECURED PARTY

Name Charles A. Murray ITF Benjamin Margolius

Address 4307 Harbor House Dr., Tampa, Fla. 33615

J.L. Fellona, Business Leasing Assoc., P.O. Box 2027, Annapolis, Md.

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 4/10/87

4. This financing statement covers the following types (or items) of property: (list)

1 Columbia 16-1 computer

1984 JUL 23 AM 10:16
E. ANGEL & COLLISON
CLERK

RECORD FEE 11.00
POSTAGE .50
#63741 0237 R02 T10:12
JUL 23 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

x Wm E O'Donnell
(Signature of Debtor)

William E. O'Donnell
Type or Print Above Signature on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

Charles A. Murray
(Signature of Secured Party)

Charles A. Murray
Type or Print Above Name on Above Line

Mailed to Secured Party

1170

BOOK 475 PAGE 82

752716

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any):

1 Debtor(s) (Last Name First) and Address(es)

Elwood G. Trapp, Jr. DBA
Trapp Trucking
627 N. Hammond Ferry
Linthicum, Md. 21090

2 Secured Party(ies) and Address(es)

Washington Freightliner, Inc.
4100 41st Street
Brentwood, Md. 20722

For Filing Officer (Date, Time, Number, and Filing Office)

4 This financing statement covers the following types (or items) of property:

1984 Western Star Serial # 2WLPCJJE2EK910866
1984 Montone Serial # 84-2-4112

DOCUMENT NOT SUBJECT TO RECORDATION TAX

5 Assignor(s) of Secured Party and Address(es)

Associates Comm. Corp.
P.O. Box A
College Park, Md. 20740

RECORD FEE 12.00
POSTAGE .50
JUL 23 84

Mailed to:

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered. Proceeds of collateral are also covered Products of Collateral are also covered No. of additional sheets presented:

Filed with: COUNTY

Elwood G. TRAPP, Jr. DBA Trapp Trucking

By: Elwood G. Trapp, Jr. owner
Signature(s) of Debtor(s)

Washington Freightliner, Inc.

By: [Signature]
Signature(s) of Secured Party(ies)

603469 Rev. 12-80

Filing Officer Copy — Alphabetical

RECORDED FOR RECORD
CIRCUIT COURT & COUNTY

1984 JUL 23 AM 10:22

E. AUBREY COLLISON
CLERK

12-00
50

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 454 FOLIO 527 ON October 5, 1982 (DATE)

1. DEBTOR

Name All-Makes, Inc.
Address 2441 B Mountain Road Pasadena, MD 21122

2. SECURED PARTY

Name Whirlpool Acceptance Corporation
Address 8220 Wellmoor Court Savage, MD 20763

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: Amendment
(Indicate whether amendment, termination, etc.)

Amend debtor address to read:

2714 Mountain Road
Village Square
Pasadena, MD 21122

RECORD FEE 10.00
POSTAGE .50
#25198 C345 101 709:50

JUL 23 84

Mailed to Secured Party

All-Makes, Inc.

By George W. Finnerty
signature of debtor
George W. Finnerty - V. President

Dated June 7, 1984

WHIRLPOOL ACCEPTANCE CORPORATION

By M.D. Thornton
(Signature of Secured Party)

M.D. Thornton - Branch Manager
Type or Print Above Name on Above Line

RECORDED AND INDEXED
CLERK'S OFFICE

BL
CLERK

1984 JUL 23 AM 10:22

E. AUBREY COLLISON
CLERK

10.00
50

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 15,675.00
- To Be Recorded in Land Records (For Fixtures only).

Name of Debtor

Address

Rose, Cynthia A. d/b/a MASTERGRAPHICS

31 Old Solomon Island Road
Annapolis, Maryland 21401

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND—Address: 83 Forest Plaza
Annapolis, Maryland 21401

Attach separate list if necessary

- 1. This Financing Statement covers the following types (or items) of property (the collateral):

the property, herein "Equipment", which is described below and in any separate schedule at any time delivered by Borrower to Bank, including all improvements and accessions thereto and all spare parts, tools accessories and attachments now owned or hereafter acquired in connection therewith, and any maintenance agreements applicable thereto.

1984 Hamada 770 CB Offset Printing Press
Main Unit serial number: H517542; Color Unit serial number HSC5693

- 2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

- 3. Proceeds } of the collateral are also specifically covered.
- Products }

- 4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

RECORD FEE 13.00
PROPERTY TAX 105.50
POSTAGE .50
#23199 C345 R01 T09:51

Debtor (or Assignor)

Secured Party (or Assignee)

JUL 23 84

Cynthia A. Rose, Owner
Cynthia A. Rose, Owner

Cynthia A. Rose,
Cynthia A. Rose

Fred D. Rose
Fred D. Rose

THE FIRST NATIONAL BANK OF MARYLAND

BY *Margaret R. Anderson*
Margaret R. Anderson

Type or print names under signatures

FNB 0850

RECORDS & CLERK
ANNAPOLIS, MARYLAND COUNTY

1984 JUL 23 AM 10:22

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

13.00
105.50
.50

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax
 Subject to Recordation Tax; Principal Amount is \$

To Be Recorded in Land Records (For Fixtures only).

Anne Arundel County

Name of Debtor

Address

B & D Associates

108 Wellham Avenue
Glen Burnie, Maryland 21061

SECURED PARTY (OR ASSIGNEE)

Mail to: Jerry Mikulski
First National Bank of Md.
25 S. Charles Street
Baltimore, Md. 21201

THE FIRST NATIONAL BANK OF MARYLAND—Address:

Mailed to: 101-640

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

1 Hartridge Tester Model HA2500
serial number 784332G6

RECORD FEE 11.00
POSTAGE .50
#23200 C345 R01 109:53
JUL 23 '84

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

B & D Associates

THE FIRST NATIONAL BANK OF MARYLAND

William C. Foster

BY *Gerard R. Mikulski*

William C. Foster, Partner

Gerard R. Mikulski, Vice President

FNB 0850

Type or print names under signatures

Mailed to Secured Party

11-60
- 8 7

1984 JUL 23 AM 10:22
E. ANNETT COLLISON
CLERK

STATE OF MARYLAND

BOOK 475 PAGE 66

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated JUNE 6, 1983 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

252710

1. DEBTOR

Name Cosmic Computers, Inc.
Address 1631 Crofton Centre, Crofton, Maryland 21114

RECORD FEE 11.00
POSTAGE 50
252710 1345 RAJ 10:27 54
JUL 23 84

2. SECURED PARTY

Name Schwartz Brothers, Inc.
Address 4901 Forbes Blvd., Lanham, Maryland 20706

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
All items of inventory of any kind including, but not limited to phonograph records, pre-recorded tapes and cassettes, pre-recorded video tapes and video discs, blank recording tapes and cassettes, blank video tapes, pre-recorded compact discs, assorted audio accessories (including but not limited to stereo wires, plugs, batteries, and record cleaners), assorted video accessories, electronic and home video equipment and games, video game accessories, computers, computer software, computer accessories, peripherals, computer media, computer furniture and computer training materials manufactured by companies for which Secured Party may from time to time act as distributor and which are of the types sold by Secured Party to Debtor.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Thomas W Brooks
(Signature of Debtor)

Thomas W. Brooks, President
Type or Print Above Name on Above Line

Debra A. Brooks
(Signature of Debtor)

Debra A. Brooks, Secretary
Type or Print Above Signature on Above Line

Mailed to Secured Party

Melvin C Davis
(Signature of Secured Party)

Melvin C. Davis, V.P. Finance/ Admin.
Type or Print Above Signature on Above Line

11.00
50

1984 JUL 23 10:22 AM

E. AUBREY COLLISON
CLERK

BOOK 475 PAGE 67

83884

Mailed to Secured Party

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

June 4, 1984

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 238594 in Office of Lansimore AA Co No (County and State)
(Filing Officer)

Debtor or Debtors (name and Address):
Debbie Brendle
508 Wimmer Road
Clenburne Md. 21061

RECORD FEE 10.00
POSTAGE .50
#238594-0345-001 T09-58
JUL 23 84

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

By D.A. Kewer Secured Party
Its Branch Office Manager
HOUSEHOLD FINANCE CORPORATION
1000 AVENUE HAY
CLEN BURNIE, MD. 21061

Form 91 MD (3-79)

RECEIVED FOR RECORD
SACRED COUNTY
1984 JUL 23 AM 10:22
E. AUBREY COLLISON



945921

BOOK 475 PAGE 69

STATEMENT OF TERMINATION OF FINANCING
(Puruant to Uniform Commercial Code)

June 16 19 84

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 225921 in Office of Baltimore AA Co. Md. (County and State)
Debtor or Debtors (name and Address):
Libu How Page B11
George W. & Mary Conrad
9481 Pioneer Drive
Queen Md. 21144

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

By Secured Party
D. A. Glenn
Its Branch Office Manager

HOUSHELD FINANCIAL CORPORATION
AND SUBSIDIARY COMPANIES
7532 RICHMOND BLVD.
GLEN BURNIE, MD. 21061

RECORDED FEE 4.00
POSTAGE FEE 7.50
7/23/84 0345 801 107:58
JUL 23 84

Form 91 MD (3-79)



1984 JUL 23 AM 10:22
A. AUSTIN COLLISON
CLERK

Mailed to Secured Party

BOOK 475 PAGE 69

809410

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

..... June 11, 1984

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 241218 in Office of *Larrimore* *AA Co MD* (County and State)
Debtor or Debtors (name and Address): *Robert H & Marie M
Edward + Janette Berg
102 Bendere Rd. Rt 3
New Burnie MD 21061*

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

HOUSEHOLD FINANCE CORPORATION
SUBSIDIARY COMPANIES
100 W. ANNE ARUNDEL HWY.
NEW BURNIE, MD. 21061

By *[Signature]* Secured Party
Its Branch Office Manager
NEW BURNIE, MD. 21061

Form 91 MD (3-79)

Mailed to Secured Party

CR
CLERK

RECORDED & INDEXED
ANNAPOLIS COUNTY
1984 JUL 23 AM 10:22
E. AUSTIN, CLERK

RECORD FEE 10.00
POSTAGE .50
#12208 0345 R01 109159
JUL 23 84

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

..... *July 6* 19 *84*

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. *222104* in Office of *LAWSON* *AA CO MP* (County and State)

Debtor or Debtors (name and Address):
Libu Dal Dagu BIA
William E. Booker Jr.
Elizabeth Booker Jr.
Hobo Oak Co
DAVIS MOW MP BIAA

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

..... Secured Party
By *DA Brown*
Its Branch Office Manager
..... FINANCE CORPORATION
..... AND SUBSIDIARY COMPANIES
..... RITCHIE HWY.
GLEN BURNIE, MD. 21061

RECORD FEE 0.00
POSTAGE 1.50
13209 0345 01 110:00
JUL 23 84

1984 JUL 23 AM 10:22
E. AUDREY COLLISON
CLERK

Mailed to Secured Party



UNIFORM COMMERCIAL CODE—
FINANCING STATEMENT

For Filing Officer Use
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.
SIGNATURES MUST BE IN INK

If the property described below is a fixture so that this statement is to be recorded in land records, check here.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here.
\$

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR Name Lewis O. Conner
Address 1721 Bayside Beach Rd. Pasadena Md. 21122
(Street) (City or County) (State)

2. SECURED PARTY Name Household Financial Services
Address Household Finance Corporation
(Street) (City or County) (State)

Return Filing Receipt To: 7562 Ritchie Highway Glen Burnie Maryland 21061

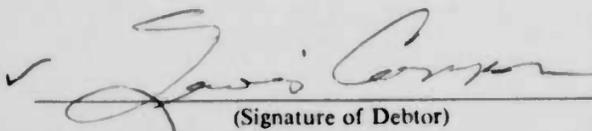
RECORD FEE 10.00
RECORD FEE 1.00
POSTAGE .50
#23210 0345 R01 110:01
JUL 23 84

3. This financing statement covers the following types (or items) or property: (list)

| MAKE (IF AUTO) OF MANUFACTURER | DESCRIPTION | SERIAL NO. | MOTOR NO. | MODEL NO. | YEAR |
|-----------------------------------|---------------------------------------|------------|-----------|-----------|------|
| Null | Silver Chest | | | | |
| Pulaski | Hall Tree | | | | |
| Kincaid | Table 6 Chairs China Server Table Pad | | | | |
| Broyhill | Sofa Loveseat Rocker | | | | |
| Kling | 4 End Tables Cocktail Table | | | | |

Check the lines which apply

4. (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)



(Signature of Debtor)

(Signature of Secured Party)

Lewis O. Conner
Type or Print Above
Signature on Above Line

Household Financial Services
Type or Print Above
Name on Above Line

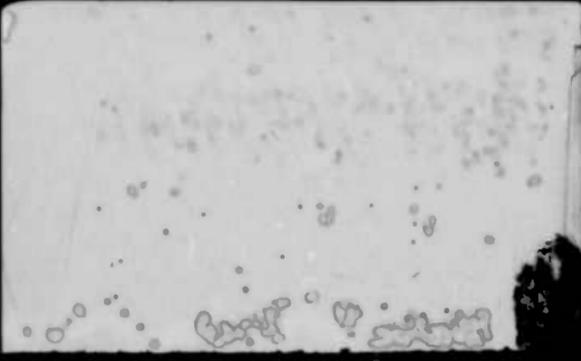
FILING OFFICER COPY

RECEIVED FOR RECORD
CLERK OFFICE W. COUNTY

1984 JUL 23 AM 10:22

E. AUDREY COLLISON
CLERK

Mailed to Secured Party



Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

BOOK 475 PAGE 72

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 244991 recorded in Liber 455, Folio 600 on Nov. 15, 1982 (date).

1. DEBTOR(S):

Name(s): Tri-State Credit Corporation
Address(es): 24 Crofton Lane
Crofton, MD 21114

2. SECURED PARTY:

Name: Equitable Bank, National Association
Address: 100 S. Charles Street
Baltimore, MD 21201

Person and Address to whom Statement is to be returned if different from above.

RECORD FEE 10.00
RECORD TAX 43.00
POSTAGE .50
#3212 C3-5 R01 T10:06
JUL 23 84

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

- 3. [] CONTINUATION. The original Financing Statement referred to above is still effective.
4. [] TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. [] ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.
6. [X] AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
7. [] RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. Section 4 is deleted and the following substituted in its place:
The underlying transaction is subject to recordation tax on the principal amount of \$269,000. Debtor(s) certifies that with the filing of the original financing statement recordation tax was paid on initial debt of \$220,000.00, the balance has been paid to the Clerk of Circuit Court of Anne Arundel County with the filing of this amendment or a duplicate hereof.

9. DEBTOR:

Tri-State Credit Corporation
By: Eugene F. Piscitelli, President

SECURED PARTY:

EQUITABLE BANK, National Association
By: Barbara A. Wykowski
Asst. Corp. Banking Officer

Mailed to Secured Party

1050 + 34300

10.00
343.00

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 475 PAGE 73
Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

252721

1. DEBTOR

Name Chesapeake Mobile Homes
Address Mo Pro 3, Benfield Blvd Millersville MD,

2. SECURED PARTY

Name AT+T I.S. ASSIGNEE 21108
Address 1100 WAYNE AV, STE 800 CHASE COMMERCIAL CORP.
SILVER SPRING MD 20910 BELL FINANCE UNIT
ENGLEWOOD CLIFFS NJ 07632 560 SYLVAN AVE
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

HORIZON COMMUNICATION SYSTEM
*
MERLIN COMMUNICATION SYSTEM

RECORD FEE 11.00
POSTAGE .50
423219 0345 R01 T10:16
JUL 23 84

tax exempt

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]
(Signature of Debtor)

DAVE SHERRILL, owner
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

F.A. RICCARDO Branch Manager
Type or Print Above Signature on Above Line

11.00
50

1981 JUL 23 AM 10:23

E. AUGUST J. LILSON
CLERK

STATE OF MARYLAND

BOOK 475 PAGE 74

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

252722

1. DEBTOR

Name Four Winds International
Address 7465-M Candlewood Rd HARMONS, MD

2. SECURED PARTY

Name AT & T INFORMATION SYSTEMS
Address 1100 WAYNE AVE, SUITE 800
SILVER SPRING, MD 20910
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Foreign Communication System

RECORD FEE 11.00
POSTAGE .50
#23220 C345 R01 110:17
JUL 23 84

CHECK THE LINES WHICH APPLY

- 6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party
1984 JUL 23 AM 10:23
E. AUBREY COLLISON
CLERK

[Signature]
(Signature of Debtor)
VICE PRESIDENT - HARRY A. HOUSE
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)
E.A. RICCARDO, BRNCH MGR
Type or Print Above Signature on Above Line

11.00
05
50

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 475 PAGE 75
 Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Powercon Corp
 Address 1551 FLORIDA AVE., SEVERN, MD 21144

2. SECURED PARTY

Name AT&T INFORMATION SYSTEMS
 Address 1100 WAYNE AVE, SUITE 800
SILVER SPRING, MD 20910
 Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Horizon Communications System
tax exempt

RECORD FEE 11.00
 POSTAGE .50

#23221 0345 R01 T10:18
 JUL 23 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

ASSIGNEE
CHASE COMMERCIAL CORP
560 SYLVAN AVE
ENGLEWOOD CLIFFS N.J.
07632

R. Keith
 (Signature of Debtor)
R. L. KEITH, CONTROLLER
 Type or Print Above Name on Above Line

 (Signature of Debtor)

 Type or Print Above Signature on Above Line

F.A. Riccardo
 (Signature of Secured Party)
F.A. RICCARDO, BRNCH MGR
 Type or Print Above Signature on Above Line

Mailed to Secured Party

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 475 PAGE 76

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

252724

1. DEBTOR

Name United Propane, Inc.

Address 205 Najoles Rd., Millersville, Maryland 21108

2. SECURED PARTY

Name AT&T Information Systems, Inc.

Address 1100 Wayne Ave., Suite 800

Silver Spring, Maryland 20910

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Horizon Equipment

Oct 2 1984

tax exempt

RECORD FEE 11.00
POSTAGE .50
#23222 0345 R01 110:18
JUL 23 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Assignee & Address of Secured Party
AT&T Finance Unit
Chase Commercial Corp.
560 Sylvan Ave.
Englewood Cliff, N.J. 07632

[Handwritten Signature]

(Signature of Debtor)

M. A. Henry *President*
Type or Print Above Name on Above Line

(Signature of Debtor)

United Propane, Inc.
Type or Print Above Signature on Above Line

[Handwritten Signature]

(Signature of Secured Party)

F. A. Riccardo *Branch Mgr*
Type or Print Above Signature on Above Line

Mailed to Secured Party

252725

maryland national bank

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Statement Records at Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) Address(es)
 Russell G. Tippett Rt 2 Box 624
 Kim A. Tippett Chester, MD 21619

RECORD FEE 12.00
 JUL 23 1984
 0345 001 10:22

6. Secured Party Address
 Maryland National Bank
 Attention: Maureen T. Korschnik

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- C. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- D. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- E. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- F. All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. Specific Equipment. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- H. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

1984 JUL 23 AM 10:29
 E. AUDREY COLLISON
 CLERK
 CD

Bonnie G. Tippett (Seal)
 (Russell G. Tippett)
Kim A. Tippett (Seal)
 (Kim A. Tippett)
 _____ (Seal)
 _____ (Seal)

Secured Party
 Maryland National Bank
Maureen S. Korschnik (Seal)
 (Maureen T. Korschnik) Asst. Manager

 Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

Mailed to Secured Party

12.00
 .52

SCHEDULE A

BOOK 475 PAGE 78

THIS SCHEDULE A is attached to and made a part of a
financing statement to Maryland National Bank from
Russell G. Tippett and Kim A. Tippett dated May 4, 1984

1 1982 Johnson Outboard Motor

TO BE RECORDED AMONG THE FINANCING STATEMENT RECORDS
ANNE ARUNDEL COUNTY

FINANCING STATEMENT

1. NAME AND ADDRESS OF DEBTOR:

NOBEEF CORPORATION
1129 Asquith Drive
Arnold, Maryland 21012

RICHARD A. GILLESPIE, Trustee
568 Baltimore-Annapolis Boulevard
Severna Park, Maryland 21146

2. NAME AND ADDRESS OF SECURED PARTY:

FIRST AMERICAN BANK OF MARYLAND
210 East Lombard Street
Baltimore, Maryland 21201
Attention: C. Wayne Davis,
Vice President

RECORD FEE 12.00
POSTAGE .50
#23227 0040 R01 T10:31
JUL 23 84

3. This Financing Statement covers the following property and all proceeds and products thereof:

(a) All of each of the Debtor's both now owned and hereafter acquired interest in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever both now and hereafter located on, contained in or upon or attached to, or used or usable in connection with, the property or properties described on Exhibit A attached hereto and any and all buildings and improvements both now and hereafter located on such property or properties or any part thereof, such property or properties being also described in a certain Indemnity Deed of Trust dated July 10, 1984 from Richard A. Gillespie, Trustee to Steven H. Jaeger and C. Wayne Davis, Trustees, together with all replacements and substitutions therefor and proceeds thereof, and

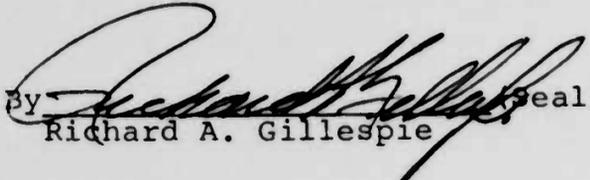
(b) All of each of the Debtor's accounts, accounts receivable and general intangibles both now owned and hereafter acquired in respect of any and all now existing and hereafter created leases or contracts of sale executed by the Debtors of all or any part of the property or properties described on Exhibit A attached hereto and/or of any buildings or improvements both now and hereafter located thereon.

4. The Debtors certify that the underlying transaction is subject to the Maryland Recordation Tax.

DEBTORS

SECURED PARTY

FIRST AMERICAN BANK OF MARYLAND

By  (Seal)
Richard A. Gillespie

By  (Seal)
C. Wayne Davis,
Vice President

NOBEEF CORPORATION

By  (Seal)
Knut J. Aarsand, President

Mr. Clerk: Please return to Joseph W. Janssens, Jr., Esquire
Miles & Stockbridge
10 Light Street
Baltimore, Maryland, 21202

1984 JUL 23 AM 10:34
E. AUBREY COLLISON
CLERK

Mailed to: 

120 B

EXHIBIT A

BEING KNOWN AND DESIGNATED as Lot 2, as set forth on the Plat entitled "Final Plat, Division of the Land of Jay Royce Brinsfield", which Plat is recorded among the Plat Records of Harford County in Plat Book 35, folio 130.

BEING THE SAME Lot of ground which by Deed dated December 22, 1983 and intended to be recorded among the Land Records of Harford County, Maryland prior hereto, was granted and conveyed by Jay Royce Brinsfield unto Richard A. Gillespie, Trustee.

NAVY FEDERAL CREDIT UNION
Washington, DC 20391

BOLK 475 PAGE 81

FINANCING STATEMENT

252727

Pursuant to the Uniform Commercial Code, this statement is presented for filing to the Clerk of the Circuit Court for Anne Arundel County, Maryland, to be filed among the Financing Statement Records for the aforesaid County and State.

NAME OF DEBTOR(S):

Montel B. Williams and
Rochele M. Williams,
husband and wife

ADDRESS OF PROPERTY:

746 Darlow Drive, Annapolis, Maryland 21403
Lot 32, "Revised Greenholly", Anne Arundel
County, Maryland

NAME OF SECURED PARTY:

Navy Federal Credit Union

ADDRESS:

P.O. Box 969
Vienna, VA 22180

This Financing Statement covers the following items:

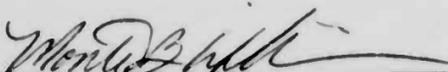
Range/Oven, ^{mbw Rm} Dishwasher; also including any renewals or replacements of these items.

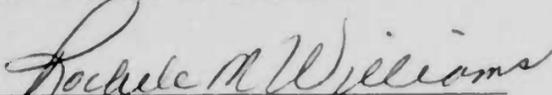
RECORD FEE 12.00
POSTAGE .50
#23262 0040 R01 11:15
JUL 23 84

The security agreement to which this Financing Statement relates is a Deed of Trust dated July 16, 1984 and recorded among the Land Records of Anne Arundel County, Maryland covering the above described real estate and is additional security for the indebtedness therein described. The above items shall be subject to all the terms of said Deed of Trust and, in the event of foreclosure thereunder, may be sold together with the real estate at such foreclosure sale. Debtors have the right to substitute articles of equal or greater value for any of the items covered herein.

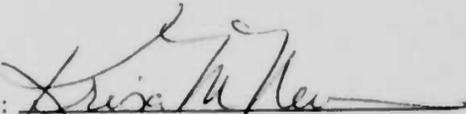
This Financing Statement is not subject to a Recordation Tax and should be returned to the Secured Party at the above address after recording.

Executed this 16th day of July 19 84 .


Signature of Member/Borrower Montel B. Williams


Signature of Co-Borrower Rochele M. Williams

Navy Federal Credit Union

By: 
Krisa M. Neumann
Supervisor, First Mortgage
Loan Closing Section

Mailed to Secured Party
1984 JUL 23 AM 11:40
E. AUGUST COLLISON
CLERK

12.8
-3

DATE: July 17, 1984

SECURITY AGREEMENT/FINANCING STATEMENT

252723

DEBTOR:

ARUNDEL WOODS CONSTRUCTION CO., INC.
ROBERT A. WILLIAMS
ANITA G. WILLIAMS

Address:

P.O. Box 152
Pasadena, MD 21122

SECURED PARTY:

LIBERTY FEDERAL SAVINGS
AND LOAN ASSOCIATION

401 N. Howard Street
P.O. Box 1597
Baltimore, MD 21203

RECORD FEE 19.00
POSTAGE .50
#23274 0040 R01 111:27
JUL 23 84

1. Debtor hereby grants and conveys to Secured Party a secured interest in all of the property hereinafter described in Paragraph #3 in accordance with the Uniform Commercial Code for the State of Maryland as additional security for the repayment of the indebtedness evidenced by a Mortgage dated of even date herewith in the amount of One Hundred Thousand and 00/100 (\$100,000.00)-----

Dollars, from Debtor to Secured Party, covering certain real property located in the State of Maryland, and hereinafter described in Paragraph #5 hereof.

2. The said Mortgage is hereby incorporated by reference and is made a part hereof. Debtor agrees that in the event of any default in said Mortgage, which remains uncured after any applicable grace period contained in said Mortgage, that such default shall constitute a default in this Security Agreement entitling Secured Party to exercise any and all rights and remedies herein provided, or provided under the Uniform Commercial Code of the State of Maryland or any other applicable law, in addition to any rights and

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY

1984 JUL 23 AM 11:42

E. AUDREY COLLISON
CLERK

19a 50

remedies provided in such Mortgage. All said rights and remedies are cumulative and may be exercised either concurrently or independently and in such order as Secured Party shall determine in its sole and absolute discretion.

3. All of the following property is subject to the Security Agreement/Financing Statement hereby created from Debtor to Secured Party:

- (a) All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereinafter ordered for eventual delivery to the land hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in said land or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling, and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land.
- (b) And all earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral; and present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments, including but not limited to, construction contracts, permits, public works agreements, bonds, deposits and payments and refunds and return of premiums, charges and fees thereunder relating or appertaining to the said land and collateral and its development, except to the extent that said land and collateral are released pursuant to the terms and provisions of the mortgage referred to in paragraph 1 hereof.

4. Proceeds of collateral are covered hereunder.

5. The property described in paragraph #3 hereof is (or is intended to be) affixed, installed or placed in the following described real estate:

BEING KNOWN AND DESIGNATED as Lot No. 74, Block B, as shown on Plat 2, Section 4, "Shipley's Choice", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 82, folio 15.

~~See Schedule "A" attached hereto and made a part hereof.~~

6. A release of the mortgage referred to herein will operate as a release of this instrument as to the property contained in the release of mortgage.

DEBTOR:

ARUNDEL WOODS CONSTRUCTION CO., INC.

By: Robert A. Williams
Robert A. Williams, President

Robert A. Williams
ROBERT A. WILLIAMS, Individually

Anita G. Williams
ANITA G. WILLIAMS, Individually

~~SEE SCHEDULE "A"~~

TO THE FILING OFFICER:

After this Statement has been recorded, please mail the same to Coady & Farley, 400 Allegheny Avenue, Towson, Maryland, 21204.

Mailed to: _____

FINANCING STATEMENT

TO BE RECORDED AMONG THE FINANCING STATEMENT RECORDS OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

- 1. NAME AND ADDRESS OF DEBTOR: COLONIAL VILLAGE COMPANY
514 Crain Highway, N.W.
Glen Burnie, Maryland 21061
- 2. NAME AND ADDRESS OF SECURED PARTY: BALTIMORE COUNTY, MARYLAND
Old Court House
Towson, Maryland 21204
- 3. NAME AND ADDRESS OF ASSIGNEE: MARYLAND NATIONAL BANK
10 Light Street
Baltimore, Maryland 21202
Attn: Margaret T. Everett,
Vice President

RECORD FEE 25.00
POSTAGE .50

423276 0040 171139

4. This Financing Statement covers the following types (or items) of property:

JUL 23 84

(a) The interest of the Debtor in all building materials, fixtures, equipment and tangible personal property of every kind and nature whatsoever, (but not including (i) inventory or work in process, or (ii) consumable goods or trade fixtures or other personal property owned by any tenants occupying all or any portion of the Real Property, as defined below) now or hereafter located or contained in or upon or attached to, the real property located in Baltimore County, Maryland, and more particularly described in Exhibit A attached hereto and made a part hereof, and the improvements thereon (such real property and improvements being herein referred to as the "Real Property"), or any part thereof, and used or useable in connection with any present or future use or operations of the Real Property, or any part thereof, whether now owned or hereafter acquired by the Debtor or others, together with all alterations, additions, accessions, and improvements thereto, substitutions therefor and renewals and replacements thereof thereto (collectively, the "Equipment Collateral"), and all Proceeds,

1984 JUL 23 AM 11:42
E. ADRIAN COLLISON
CLERK

25.00

(hereinafter defined) thereof. The Real Property is also described in a certain Deed of Trust dated July , 1984 (the "Closing Date"), between the Debtor and Lawrence J. Grady, Jr. and Stephen F. Bechenholdt, trustees (the "Deed of Trust"). The Debtor is a record owner of the Real Property.

(b) The interest of the Debtor in any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (i) any taking of the Real Property or the Equipment Collateral or any part thereof under the power of eminent domain, either temporarily or permanently, (ii) any change or alteration of the grade of any street, and (iii) any other injury or damage to, or decrease in value of, the Real Property or the Equipment Collateral or any part thereof.

(c) The interest of the Debtor in any and all payments, Proceeds (hereinafter defined), settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Real Property or the Equipment Collateral or any portion thereof, or any of the other property described in this Financing Statement, or any portion thereof.

(d) The interest of the Debtor in all of the rents, royalties, issues, profits, revenues, earnings, income and other benefits of the Real Property or the Equipment Collateral, or arising from the use or enjoyment of all or any portion thereof, or from any lease or agreement pertaining thereto, and all right, title and interest of the Debtor in and to, and remedies under, any and all leases and subleases of the Real Property or the Equipment Collateral, or any part thereof, and of the other property described in this Financing Statement, or any part thereof, both now in existence or hereafter entered into, and all accounts and general intangibles growing out of or in connection with such leases and subleases, together with all Proceeds thereof; and including, without limitation, all cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases

or are to be applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms.

(e) The interest of the Debtor in the Escrow Fund created under and defined in the Financing Agreement (hereinafter defined).

5. Proceeds of the collateral are also covered. As used in this Financing Statement, "Proceeds" means all proceeds and products within the meaning of the Maryland Uniform Commercial Code, and shall include the proceeds of any and all insurance policies.

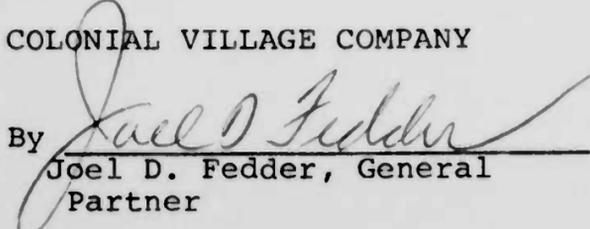
6. This Financing Statement gives notice of and perfects a security interest granted by the Debtor to the Secured Party (or for the benefit of the Secured Party) under and pursuant to the Deed of Trust and by the Debtors to the Secured Party under and pursuant to the Loan and Financing Agreement dated the Closing Date (the "Financing Agreement"), by and among the Secured Party, Maryland National Bank, a national banking association, as Escrow Agent, the Debtor and the Assignee, as security for the loan made by the Secured Party to the Debtor under and pursuant to the Financing Agreement. Such security interest has been assigned by the Secured Party to the Assignee under the Financing Agreement as security for the Secured Party's Baltimore County, Maryland Industrial Development Revenue Bond (Colonial Village Company Project), 1984 Series B in the principal amount of \$1,200,000 (the "Bond"), which Bond and the interest thereon do not constitute an indebtedness or charge against the general credit or taxing powers of the Secured Party, and do not constitute or give rise to any pecuniary liability of the Secured Party.

7. The underlying transaction is subject to recordation tax, the same having been paid to the Clerk of the Circuit Court for Baltimore County with the recording of the Deed of Trust.

Debtor:

COLONIAL VILLAGE COMPANY

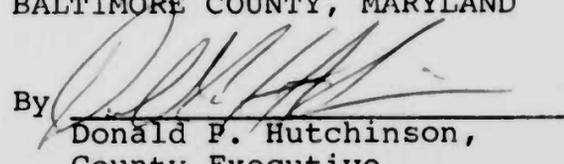
By


Joel D. Fedder, General
Partner

Secured Party:

BALTIMORE COUNTY, MARYLAND

By


Donald P. Hutchinson,
County Executive

BOOK 475 PAGE 88

Assignee:

MARYLAND NATIONAL BANK

By

Margaret T. Everett
Margaret T. Everett
Vice President

Mr. Clerk: Return to: Aldrich B. Davis, Esquire
Miles & Stockbridge
401 Washington Avenue
Towson, Maryland 21204

SCHEDULE "A"

Attached to and made a part of the Deed of Trust from Colonial Village Company to Lawrence J. Grady and Stephen F. Beckenholdt, Trustees securing MARYLAND NATIONAL BANK.

The following described parcel of ground lies partly in Baltimore County and also partly in Baltimore City:

BEGINNING for the same at the intersection of the southwest side of Reistertown Road 66 feet wide with the western boundary line of Baltimore City as established in 1918, and running thence binding on said southwest side of Reistertown Road south 47 degrees 28 minutes 30 seconds east 104.97 feet to the north corner of the lot of ground which by Deed dated October 2, 1951, and recorded among the Land Records of Baltimore City in Liber M.L.P. No. 8585, folio 310, was conveyed by the Grantors therein to the Texas Company, thence southwesterly binding on the northwest side of the Texas Company lot south 42 degrees 31 minutes 30 seconds west 100 feet to a stake thence south 47 degrees 28 minutes 30 seconds east 125 feet, thence south 42 degrees 27 minutes west 447.49 feet to a point in an outline of the development known as "Colonial Village", thence binding on the outlines of "Colonial Village" north 11 degrees 14 minutes 50 seconds west 694.81 feet to the south corner of the lot of ground which by indenture dated April 26, 1950 and recorded among the Land Records of Baltimore County in Liber T.B.S. No. 1831, folio 482 was devised and leased by the Suburban Shopping, Inc., to The Gulf Oil Corporation, thence northwesterly binding on the southeast side of The Gulf Oil Corporation's lot north 42 degrees 31 minutes 30 seconds east 136.86 feet to the southwest side of Reistertown Road, thence binding on the said side of said Road south 47 degrees 28 minutes 30 seconds east 329.80 feet to the place of beginning. Containing 4.1 acres of land, more or less.

For Fee Simple Title of the Grantor Herein See the Following Conveyances:

- 1) Deed dated December 28, 1983 and recorded among the Land Records of Baltimore County in Liber E.H.K.Jr. No. 6645, folio 689, and also recorded among the Land Records of Baltimore City in Liber S.E.B. No. 218, folio 117, from the DCRA REAL ESTATE CORPORATION unto COLONIAL VILLAGE COMPANY, a Maryland General Partnership, and
- 2) Confirmatory Deed dated December 28, 1983 and recorded among the Land Records of Baltimore County in Liber E.H.K.Jr. No. 6645, folio 685, from JOEL D. FEDDER, et al, Surviving Directors and Trustees of Colonial Village Center, Inc., to Colonial Village Company, a Maryland General Partnership.

The hereinbefore described perimeter tract of land consists of the following previously described two separate parcels of land:

- a) The "First Parcel" or "Renovation Parcel" as more particularly described in the aforementioned Deed dated December 28, 1983 and recorded among the Land Records of Baltimore County in Liber E.H.K.Jr. No. 6645, folio 689 and also among the Land Records of Baltimore City in Liber S.E.B. No. 218, folio 117. Said Renovation Parcel of land is subject to the legal operation and effect of First Deed of Trust dated December 28, 1983 and recorded among the Land Records of Baltimore County in Liber E.H.K.Jr. No. 6645, folio 292, and also recorded among the Land Records of Baltimore City in Liber S.E.B. No. 218 folio 120, in the original principal amount of \$400,000.00 (in Baltimore County Industrial Revenue Bonds) from Colonial Village Company to Ronald P. Fish and Fred Wolf, III, Trustees securing DORA REAL ESTATE CORPORATION.
- b) "The Second Parcel", as more particularly described in the aforementioned Confirmatory Deed dated December 28, 1983 and recorded among the Land Records Baltimore County in Liber E.H.K.Jr. No. 6645, folio 685.

Said Second Parcel is subject to the legal operation and effect of the following three (3) mortgages :

BOOK 475 PAGE 90

SCHEDULE "A" (CONTINUED)

- 1) First Deed of Trust dated July 26, 1973 and recorded among the Land Records of Baltimore County in Liber E.H.K.Jr. No. 5380, folio 218, from Colonial Village Center Inc., to John J. Moran and Wylie Hopkins, Jr., Trustees securing MONUMENTAL LIFE INSURANCE COMPANY, in the original principal amount of \$135,000.00.
- 2) Second Deed of Trust dated December 1, 1977 and recorded among the Land Records of Baltimore County in Liber E.H.K.Jr. No. 5831, folio 368, from Colonial Village Center Inc. to Jean F. Silber and Shale D. Stiller, Trustees securing DORA REAL ESTATE COMPANY, in the original principal amount of \$432,000.00.
- 3) Deed of Trust dated December 28, 1983 and recorded among the Land Records of Baltimore County in Liber E.H.K.Jr. No. 6645, folio 692, from Colonial Village Center Inc. to Ronald P. Fish and Fred Wolf, III, Trustees securing DORA REAL ESTATE CORPORATION, in the original principal amount of \$400,000.00 (in Baltimore County Industrial Development Revenue Bonds).

Mailed to:

AB Harris

FINANCING STATEMENT

252700

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an Initial debt in the principal amount of \$ _____ Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

RECORD FEE 11.00
 POSTAGE .50
 TOTAL 11.50
 RO1 11:35
 JUL 23 '84

5. Debtor(s) Name(s) Address(es)
 R. E. Petty Building Materials, 1434 Foxwood Court
 Inc. Annapolis, Maryland 21401

6. Secured Party Address
 Equitable Bank, National Association 100 South Charles Street
 Attention: Barbara A. Wykowski Baltimore, Maryland 21201
 Asst. Corporate Banking Officer

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are:

Debtors R. E. Petty Building Materials, Inc.
 By: _____ (Seal) _____ (Seal)
Richard E. Petty, Jr., President
 _____ (Seal) _____ (Seal)

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

Form 609 (7/82)

Mailed to Secured Party

RECEIVED FOR RECORD
 ANNE ARUNDEL COUNTY
 1984 JUL 23 PM 12:01
 E. AUBREY COLLISON
 CLERK

FINANCING STATEMENT

(To Be Used For Direct Loans And Where The Collateral Is Not Fixtures or Crops)

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Scruggs Heating and Fuel Company - Jesse Scruggs, President
(Name or Names—Last Name First)

P.O. Box 9 Millersville, Maryland 21108
(Address)

2. SECURED PARTY: THE BANK OF GLEN BURNIE
101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

3. This Financing Statement covers the following types (or items) of property:

- Altos 566-40 Computer Serial #66975
- MTU-4 Magnetic Tape Backup Unit Serial #51700
- 1 Altos Terminal Serial #9656
- 1 Altos Terminal Serial #9670
- 1 Anadex 965 Printer Serial #402167
- SAFT-SPSO 400 Standby Power System
- Altos Word Processor

RECORD FEE 13.00
 POSTAGE .50
 23226 0345 R01 T11#36
 JUL 23 84

1984 JUL 23 PM 12:02
 E. AUSTIN COLLISON
 CLERK

- 4. Proceeds of collateral are covered hereunder: YES NO
- 5. Products of collateral are covered hereunder: YES NO
- 6. This transaction (is) (~~is not~~) exempt from the Recordation Tax.
- 7. The principal amount of the debt initially incurred is: 25,000.00

8. Filed with: Clerk of the Circuit Court for Anne Arundel County
 9. RETURN TO: THE BANK OF GLEN BURNIE, 101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

Dated this 7th day of June, 1984

DEBTOR: Scruggs Heating and Fuel Company
 By: Jesse Scruggs, President
Mayone Scruggs, Sec. Treas.

SECURED PARTY:
THE BANK OF GLEN BURNIE
 By: Norman E. Botts
Vice President and Cashier

FOR FILING OFFICER USE

File No. _____ Date and Hour of Filing _____
 Record Reference _____

Mailed to Secured Party

13.00
- 80

STATE OF FLORIDA
UNIFORM COMMERCIAL CODE — FINANCING STATEMENT — FORM UCC-1 REV. 1981

Seminole Form UCC-1

THIS FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

| | | | | | |
|--|---|-------|--------|------------------------|--|
| <p>DEBTOR (Last Name First if a Person) 1A NAME MELART JEWELERS, INC. MAILING ADDRESS 62 Annapolis Mall CITY Annapolis STATE MD ZIP 21401</p> <p>MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person) 1B NAME MAILING ADDRESS CITY STATE</p> <p>MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person) 1C NAME MAILING ADDRESS CITY STATE</p> <p>SECURED PARTY (Last Name First if a Person) 2A NAME INTERNATIONAL CHAIN CORPORATION MAILING ADDRESS 9800 N.W. 79th Avenue CITY Hialeah Gardens STATE FL ZIP 33016</p> <p>MULTIPLE SECURED PARTY (IF ANY) (Last Name First if a Person) 2B NAME MAILING ADDRESS CITY STATE</p> <p>ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person) 3 NAME MAILING ADDRESS CITY STATE</p> | <p>THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office</p> <p align="center">BOOK 475 PAGE 93</p> <p align="right">252732</p> <p align="center">1984 JUL 23 PM 12:02 S. AUBREY COLLISON CLERK</p> <p align="right">RECORD FEE 11.00 POSTAGE .50 #23286 0345 R01 T11:36 JUL 23 84</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">AUDIT</td> <td style="width:50%;">UPDATE</td> </tr> <tr> <td colspan="2">VALIDATION INFORMATION</td> </tr> </table> | AUDIT | UPDATE | VALIDATION INFORMATION | |
| AUDIT | UPDATE | | | | |
| VALIDATION INFORMATION | | | | | |

4. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required) If more space is required, attach additional sheets 8 1/2" x 11"

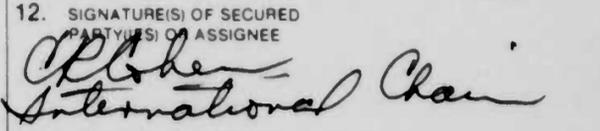
ALL INVENTORY OF GOLD CHAIN AND OTHER GOLD JEWELRY CONSIGNED BY INTERNATIONAL CHAIN CORPORATION

| | |
|---|---------------------------------------|
| 5. Proceeds of collateral are covered as provided in Sections 679.203 and 679.306, F.S. | 7. No. of additional Sheets presented |
| 6. Filed with Secretary of State - Maryland | |
| 8. (Check <input type="checkbox"/>) <input type="checkbox"/> All documentary stamp taxes due and payable or to become due and payable pursuant to Section 201.22, F.S., have been paid <input type="checkbox"/> Florida Documentary Stamp Tax is not required. | |
| 9. This statement is filed without the debtor's signature to perfect a security interest in collateral. (Check <input type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state or debtor's location changed to this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected <input type="checkbox"/> as to which the filing has lapsed <input type="checkbox"/> acquired after a change of name, identity, or corporate structure of the <input type="checkbox"/> debtor or <input type="checkbox"/> secured party | |
| 10. (Check <input type="checkbox"/> if so) <input type="checkbox"/> Debtor is a transmitting utility <input type="checkbox"/> Products of collateral are covered | |

13. Return copy to:

| | |
|---------|--|
| NAME | INTERNATIONAL CHAIN CORPORATION |
| ADDRESS | 9800 N.W. 79th Avenue |
| CITY | Hialeah Gardens |
| STATE | FL ZIP CODE 33016 |

11. SIGNATURE(S) OF DEBTOR(S)


12. SIGNATURE(S) OF SECURED PARTY(S) OR ASSIGNEE


NAME AND ADDRESS OF PREPARER

Mailed to Secured Party

FILING OFFICER COPY

STANDARD FORM — FORM UCC-1

Approved by Secretary of State, State of Florida

**WASHINGTON GAS LIGHT COMPANY
RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT**

Form E.C.S.-1
**CONTRACT NO.
W-M-V**

No. **8669**

I. **DEFINITIONS.** The following terms have the meanings given below:

| | |
|---|---|
| <p>A. Debtor (hereinafter "buyer") means: Name(s): <u>Estate of Emma Estelle Greaves and Carl W. Greaves and Martha J. Greaves</u> Address: <u>4931 West Chalk Point Rd. West River, Md. 20778</u> Telephone: (H) <u>301-867-4260</u> (O) <u>750-4539</u></p> | <p>B. Secured Party (hereinafter "seller") means: Washington Gas Light Company 1100 H Street, N.W. Washington, D.C. 20080 Telephone: (703) 354-5700</p> |
|---|---|

FOR FILING OFFICER:
SECURED PARTY DESIRES THIS INSTRUMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE AND THE REAL ESTATE.
(Date, Time, Number, and Filing Office)
BOOK 475 PAGE 94
252703

C. Collateral (hereinafter "products") means: Thermal Roof System. TEAR OF EXISTING SHINGLES AND FELT AND HAUL AWAY. INSTALL STAR WHITE CERTAINTED GLASSGUARD SEALDOW 20 225# 20 year warranty shingles. Install new valley, wall and chimney flashing. Resutter and downspout in white Aluminum.

D. The products are to be affixed to the real estate (hereinafter "property") which property is known as: 4931 West Chalk Point Road, West River, Maryland, 20778 and all proceeds of such products.
the legal description of which is LOT 28 and 29, SQ/BLK NONE, SEC. _____, COUNTY, _____
STATE/DISTRICT OF Maryland, and the record owner(s) of which is (are) Estate of Emma Estelle Greaves, tax account no. _____

E. **Services** means the installation of products at or in the house or structure located at the property (check if seller's obligation and applicable), the () disposal of existing doors and windows, () removal of air conditioner and fan, () patching of drywall and plaster, and () additional work as follows: _____

Services do not include, and BUYER IS RESPONSIBLE FOR, preparing work sites for seller's unimpeded access for installation of products, cleaning of products, sanding and finishing, correcting any hidden defects or any other conditions in or at the property, and completing all other tasks not specifically set forth above as an obligation of seller.

F. **Period of work** means the date or dates which is or are within the period which is approximately 4 to 8 weeks from the date buyer signs this Contract

G. **Price, payment schedule, and payment terms** have the meanings given below:

| (1) Price: | Amount |
|--|--------------------------|
| 1. Cash Price of Above Items | \$ <u>4168</u> <u>70</u> |
| 2. Sales Tax (if applicable) | - |
| 3. Cash Price of Services (if applicable) | - |
| 4. Total Cash Price (1+2+3) | <u>4168</u> <u>70</u> |
| 5. Cash Downpayment (no more than 33% at execution) (Maryland) | - |

| | | |
|--|----------------|-----------|
| 6. ANNUAL PERCENTAGE RATE (cost of credit to buyer as yearly rate) | - | % |
| 7. FINANCE CHARGE (dollar amount credit will cost buyer) | - | |
| 8. Amount Financed (amount of credit provided to buyer) (4-5) | <u>4168</u> | <u>70</u> |
| 9. Total of Payments (total amount buyer will have paid after payment of all scheduled payments) (7+8) | <u>4168</u> | <u>70</u> |
| 10. Total Sales Price (total price of buyer's purchase on credit) (including downpayment) (4+7) | \$ <u>4168</u> | <u>70</u> |

| (2) Payment Schedule: | Number of Payments | Amount of Payments | When Payments are Due |
|---|--------------------|--------------------|---|
| Bill <input checked="" type="checkbox"/> WEEKLY | <u>479</u> | \$ <u>8.69</u> | Monthly beginning <u>684</u> (estimated) |
| <input type="checkbox"/> PAYROLL | <u>1</u> | \$ <u>619</u> | <u>120</u> months later <u>6194</u> (estimated) |

(3) **Payment terms:** (a) In the event of prepayment, buyer will not have to pay a penalty and may be entitled to a partial rebate of the finance charge. (b) Buyer gives seller a security interest in the products and seller retains title to products until payment in full. (c) Information about other payment terms, non-payment, default, acceleration, and rebates may be found on the reverse side hereof.

II. **NOTICES TO BUYER.**

A. **Signing, Copy, and Other Information.** This Contract shall not be signed in blank. See other side of this document for important information and terms. These terms are a part of this Contract. You are entitled to a readable copy of this Contract at the time you sign it.

B. **Prepayment, Redemption, and Resale for Maryland Buyers.** Under the Maryland state law regulating installment sales, you have certain rights, among others: (1) to pay off the full amount due in advance and obtain a partial rebate of the finance charge, (2) to redeem the property if repossessed for a default, and (3) to require, under certain conditions, a resale of the property, if repossessed.

C. **Cancellation. BUYER'S RIGHT TO CANCEL:** You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

Seller and Secured Party: By: John G. Adams 5/3/84 Date
Sales Person's License No. _____
Seller's License Nos. D.C. 249 VA. 014965 MD. 9850

Buyer and Debtor: By: Carl W. Greaves 5-3-84 Date
Martha J. Greaves 5-3-84 Date
Martha J. Greaves (Printed Name)

Buyer hereby acknowledges that before buyer signed the Contract, seller submitted the Contract with all the blank spaces filled in, that buyer had a reasonable opportunity to examine it, and that thereafter a legible, and complete copy thereof was delivered to buyer.

Buyer: By: Carl W. Greaves Buyer: By: Martha J. Greaves

1 (WHITE) Original - Recorder of Deeds 3 (BLUE) Seller, Cust. Acctg. 5 (PINK) Seller, E.C.S. Copy
2 (WHITE) Dupl. Orig - Seller, Credit Dept. 4 (GREEN) Buyer's Copy 6 (YELLOW) Seller, Credit Dept. Copy

S.M.B. MAY 03 1984

Employee # 3600
Employee Date 10/60
Avings Dept
Total Energy Res.

Carl W. Greaves
Estate of Emma Estelle Greaves

CONTRACT NO.
W-M-V
8669

Revised: 7/83

TRUTH IN LENDING DISCLOSURES

1981 JUL 23 PM 12:02

ARM 475 PAGES 95

III. **SALE.** Seller sells and buyer purchases products and services in accordance with the terms of this Contract.

IV. **PAYMENT TERMS.** Buyer shall pay seller the total sales price for products and services in accordance with the price, payment schedule, and payment terms. Billing for products and services will begin during the period which is 3 to 45 days after seller's completion of services and payments are due on billing. Finance charges shall begin to accrue on the date buyer is first billed. All finance charges will be cancelled if the total cash price is paid in full by the due date of the third installment. If buyer prepays the unpaid balance in full, the unearned finance charge shall be computed by the actuarial method and deducted from the unpaid balance. Buyer warrants that the credit information supplied by buyer to seller, and the representations buyer has made in this Contract, are correct.

V. **TIME OF PERFORMANCE.** Seller shall perform services during the period of work. In the event of the occurrence of any events or circumstances beyond seller's control, which delay seller's complete performance of services, the period of work shall be extended until such time as seller can, under the circumstances, reasonably be expected to complete performance and seller shall not be liable for such delay. If, however, such delay results in the postponement of seller's complete performance for an unreasonably long time, this Contract shall be reformed to reflect seller's actual performance and each party is then discharged of any and all liability to the other for the portions not performed by seller.

VI. **FULL ONE YEAR WARRANTY.** Seller warrants products against any defects in materials or workmanship appearing within one year from seller's completion of services. Should a covered defect appear, seller will correct it at no cost to buyer, provided buyer, within the one year period, notifies seller of the defect in writing or by telephone at: Energy Conservation Systems, Washington Gas Light Company, 6801 Industrial Road, Springfield, Virginia, 22151 (703-354-5700). These warranties are in addition to any warranties made by the manufacturer. Warranty information may be obtained from seller without charge. **Seller shall not be liable for incidental, indirect, or consequential damages resulting from any breach of any warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.**

VII. **ALTERATIONS OR VARIATIONS.** Seller may make alterations in, or variations from, products or services without buyer's consent, provided such alterations or variations do not materially diminish the quality of seller's performance.

VIII. **SECURITY.** To secure the payment of buyer's indebtedness to seller as may from time to time exist under this Contract, buyer gives seller a security interest in the products and any proceeds of such products. Until buyer's payment in full of all amounts due on this Contract, seller retains title to products, provided, however, that upon completion of services, the risk of loss to products shall pass to buyer. To perfect its security interest, seller may record an original, a carbon, or photostatic copy of this Contract or an abstract of this Contract. In addition to, or in substitution for, such recording, seller may, unless prohibited by applicable law, execute on behalf of buyer, and record, a Uniform Commercial Code financing statement which accurately reflects the terms of the security interest of seller under this Contract. Buyer shall, on request of seller, promptly execute any instruments necessary to perfect and protect seller's security interest in and title to products.

IX. **SALE OF PROPERTY.** If the property, or any portion thereof, becomes the subject of a contract of sale or transfer, the entire unpaid balance of this Contract shall become due and immediately payable at the closing of the sale or transfer thereof.

X. **DEFAULT AND ACCELERATION.** If buyer fails to make timely payment of any sum owing under this Contract, otherwise materially breaches this Contract, or any of its provisions, has made or makes any material misrepresentation to seller, files a petition in bankruptcy or for the appointment of a receiver of his property, has a petition in bankruptcy or for the appointment of a receiver of his property filed against him, or makes an assignment for the benefit of his creditors, seller may, after the expiration of any legally applicable and legally required waiting period, declare the entire unpaid balance of this Contract to be due and immediately payable and proceed to exercise the rights of enforcement of a secured party under the Uniform Commercial Code in effect in the jurisdiction having jurisdiction over an action for such enforcement. In furtherance of the exercise of these rights, or in addition to, or in substitution therefor, seller may, in accordance with applicable law, enter the premises of buyer, repossess the products, and retain them in satisfaction of the unpaid balance or sell them at a public or private sale, as permitted by applicable law, and, unless absolutely forbidden by the law of the jurisdiction in which such proceedings are brought, recover any deficiency from buyer. Buyer shall be liable for any reasonable attorney's fees and any costs incurred by seller arising out of the institution and prosecution of any legal proceedings brought by seller as the result of buyer's breach of this Contract or as the result of the occurrence of any other events which permit seller to so accelerate the date for payment. For legal proceedings brought, or collection efforts made, in connection with a sale and installation of products and services in a District of Columbia or Maryland property, such attorney's fees shall not exceed 15% of the unpaid balance.

XI. **ASSIGNMENT AND DELEGATION.** Seller may assign or transfer its rights under this Contract at such time and in such manner as it may desire without notice to buyer. Seller may hire independent contractors to perform services under this Contract without notice to buyer.

XII. **GENERAL PROVISIONS.**

A. **Integration of Agreement.** This Contract constitutes the entire agreement between the parties, and no statement, promise, or inducement made by either party or agent of either party, which is not contained in this Contract, shall be valid or binding. This Contract may not be enlarged, modified, or altered except in writing signed by the parties. Seller's sales person is not authorized to agree, on behalf of seller, to any modification or alteration of the printed provisions of this Contract, except in the legal description of the property.

B. **Severability.** If any provision, or part of any provision, of this Contract is specifically held by a court or arbitration panel to be in conflict with applicable law, the validity of the remaining provisions or parts shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular provision or part held to be invalid.

C. **Waiver.** No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach. Notwithstanding anything in this Contract to the contrary, all remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in this Contract or by law.

D. **Credit Approval.** This Contract is binding upon the parties at its execution. However, seller's duties under the Contract are discharged if buyer's credit is, in the good faith judgment of seller's credit department, unsatisfactory, and if seller, within 10 business days of such execution, notifies Buyer of such determination.

E. **Binding Effect.** This Contract shall inure to the benefit of, and be binding upon, the heirs, executors, administrators, successors, and assigns of the respective parties.

XIII. **OTHER NOTICES.**

A. **Home Improvement Commission.** Services performed in Maryland must be performed by persons or entities licensed by the Home Improvement Commission of Maryland. Inquiries about whether a person or entity is licensed should be directed to the Home Improvement Commission at (301) 659-6310.

B. **Claims and Defenses Against Holder.** Any holder of this Consumer Credit Contract is subject to all claims and defenses which the debtor could assert against the Seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.

C. **SPECIAL CANCELLATION NOTICE FOR DISTRICT OF COLUMBIA BUYERS. BUYER'S RIGHT TO CANCEL:** If this agreement was solicited at or near your residence and you do not want the goods or services, you may cancel this agreement by mailing a notice to the seller. The notice must say that you do not want the goods or services and must be mailed before midnight of the third business day after you signed this agreement. The notice must be mailed to: Washington Gas Light Company, 1100 H Street, N.W., Washington, D.C. 20080. If you cancel, the seller may not keep any of your cash downpayment.

| | | |
|-----------------------------|--|---|
| FOR WGL USE ONLY | | |
| CHECKED: <u>CEK 5/14/81</u> | APPROVED: | BILL <input type="checkbox"/> SEPARATELY <input type="checkbox"/> ON GAS BILL |
| WGL E.C.S. | WGL CREDIT DEPT. <u>H.E.C. 5/14/81</u> | W.G.L. ACCOUNT NUMBER |

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. 240523

RECORDED IN LIBER 444 FOLIO 128 ON 11/23/81 (DATE)

1. DEBTOR: Name Johnny L. & Betty Johnson
Address 373 Jamie Ct. Glen Burnie, Md. 21061

2. SECURED PARTY: Name Commercial Credit Corporation
Address 7436 Ritchie Hwy, Glen Burnie, Md. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

CHECK FORM OF STATEMENT

| | | |
|---|---|---|
| <p>A. CONTINUATION.....<input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. RELEASE. From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases all or part of the following (described below). Indicate: PARTIAL RELEASE.....<input type="checkbox"/> FULL RELEASE.....<input checked="" type="checkbox"/></p> | <p>C. TERMINATION.....<input type="checkbox"/> The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.</p> |
| <p>D. ASSIGNMENT.....<input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown in 3 below, Secured Party's rights under the financing statement, bearing the file number shown above in the following property: (describe below)</p> | <p>E. OTHER.....<input type="checkbox"/> (Such as "amendment"; if amendment, both Debtor and Secured Party must sign)</p> | |
| <p>3pc L.R., 3 Tables, 2 Lamps, 2 Stereos {Penney & EAM} 1 Rocker, 1 Zenith TV, 1 D.R. Table, 4 Chairs, 1 China Closet, 1 Sewing Machine Table, 1 Kit Table, 4 Kit Chairs, 1 Sig. REfrig, 1 GE Range, 1 Freezer, 1 Norge Washer & Dryer, 1 GE Dishwasher, 4 Beds, 4 Dressers, 3 Chests.</p> | | |

3. Assignee of Secured Party(ies) from which security information obtainable:

Name _____
Address _____

RECORD FEE 10.00
POSTAGE .50
#23278 0345 R01 T11:49
JUL 23 84

Dated 5/17/84

G.A. Kane
(Signature of Secured Party)
G.A. Kane
Type or Print Above Name on Above Line

CR CLERK
1984 JUL 23 PM 12:03
E. AUDREY COLLISON
CLERK

Mailed to Secured Party

252739

FINANCING STATEMENT FORM UC 31

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 5-17-84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name WEIHE, Kenneth W.
Address 3475 N. Venice Street, Arlington, VA 22207

2. SECURED PARTY

Name WEST RIVER YACHT SALES, INC.
Address P.O. Box 125
Galesville, MD 20765

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) _____

RECORD FEE 11.00
POSTAGE .50
#23299 0345 R01 111:50

4. This financing statement covers the following types (or items) of property: (list)

1979 30' Cape Dory fiberglass hull #CPDH0124M79H
1979 13 HP Volvo Penta diesel engine

1st ASSIGNEE
First Commercial Corporation
303 Second Street
Annapolis, MD 21403

JUL 23 84

Home anchorage/winter: Galesville, MD
NOT SUBJECT TO STATE DOCUMENTARY STAMP

Ellen Schreff / agent
2nd ASSIGNEE
First National State Bank of
South Jersey
Route 541 & Summit Avenue
Burlington, NJ 08016

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Kenneth W. Weihe
Kenneth W. Weihe
(Signature of Debtor)

KENNETH W. WEIHE

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Paul Schreff
Paul Schreff
(Signature of Secured Party)

WEST RIVER YACHT SALES, INC.

Type or Print Above Signature on Above Line

11.00
80

Anne Arnold Co
6-1-84

1984 JUL 23 PM 12:03

E. AUSTIN COLLISON
CLERK

252735

FINANCING STATEMENT FORM UC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
not tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded
in land records check here

This financing statement Dated May 24, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ABENANIE: Paul C.
Address 2938 Ft. Lee Street, Herndon, Virginia 22071

2. SECURED PARTY

Name First Commercial Corporation
Address 303 Second Street
Annapolis, Maryland 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 11.00
POSTAGE 50
0345 R01 7:11:51
JUL 23 84

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1983 Built 1984 Model 31' Bristol Sloop fiberglass Hull #BTY00003MS3A-311 ASSIGNEE: LIBERTY BANK FOR SAVINGS
1984 18 HP Universal diesel engine #420043 Main and Court Streets
Middletown, CT 06457
Home Anchorage/Winter: Annapolis, Maryland
NOT SUBJECT TO STATE DOCUMENTARY STAMP

related to: _____

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

1984 JUL 23 PM 12:03
E. WHEEYER COLLISON
CLERK

X Paul C. Abenanie
(Signature of Debtor)

PAUL C. ABENANIE
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mary M Robinson agent
(Signature of Secured Party)
FIRST COMMERCIAL CORPORATION

Type or Print Above Signature on Above Line

11.00
86

Anne Arnold Co
6-4-84

FINANCING STATEMENT FORM UC-31

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK

Identifying File No. _____

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 5-18-84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SANDERS, Edward G. & SANDERS, Margaret M

Address 7013 Hollyrood Drive, McLean, VA 22101

2. SECURED PARTY

Name ATLANTIC SAILING YACHTS, INC.

Address P.O. Box 3322

Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 12.00
POSTAGE .50

#23701 1345 R01 T11:52
JUL 23 84

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (List)

1984 38' Bristol fiberglass hull #BTY00037M84H
1984 44 HP Universal diesel engine #400476

1st ASSIGNEE
First Commercial Corporation
303 Second Street
Annapolis, MD 21403

2nd ASSIGNEE:
Liberty Bank for Savings
Main & Court Streets
Middletown, CT 06457

Home anchorage/winter: Rose Haven, MD

NOT SUBJECT TO STATE DOCUMENTARY STAMP

Mailed to: _____

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Edward G. Sanders
(Signature of Debtor)

Edward G. Sanders

Type or Print Above Name on Above Line

Margaret M. Sanders
(Signature of Debtor)

Margaret M. Sanders

Margaret M. Sanders

Type or Print Above Signature on Above Line

Alfred J. [Signature]
(Signature of Secured Party)
Atlantic Sailing Yachts, Inc.

Type or Print Above Signature on Above Line

1200 SC

Anne Arundel

6-1-84

1984 JUL 23 PM 12:03
E. AUBREY COLLISON
CLERK

252707

FINANCING STATEMENT FORM UC-71

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK

SIGNATURES MUST BE IN INK

If transactions or transactions wholly or partially subject to recording tax indicate amount of taxable debt here _____

If this statement is to be recorded in land records check here

This financing statement Dated 5-24-84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name HAMMOCK: Ronald E.
Address Rt. #1, Box 79, Satilla Drive, Brunswick, Georgia 31520

2. SECURED PARTY

Name First Commercial Corporation
Address 200 Sheffield Street
Mountainside, New Jersey 07092

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 11.00
POSTAGE .50
#23302 0345 R01 T11:53
JUL 23 84

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1984 22' Hunter fiberglass Hull #HUN22693M84B
1984 8 HP Evinrude gas engine #E0334386

ASSIGNEE: BERKELEY FEDERAL SAVINGS AND LOAN ASSOC.
21 Bleeker Street
Millburn, New Jersey 07041

Home Anchorage/Winter: Annapolis, Maryland

Mailed to: _____

NOT SUBJECT TO STATE DOCUMENTARY STAMP

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are utilized or to be utilized to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

1984 JUL 23 PM 12:03

E. AUBREY COLLISON
CLERK

Ronald E. Hammock
(Signature of Debtor)

RONALD E. HAMMOCK
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Cynthia Susan Agard
(Signature of Secured Party)

FIRST COMMERCIAL CORPORATION
Type or Print Above Signature on Above Line

11.00
6-4-84

Anne Arnold
6-4-84

252703

MARYLAND FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

- 1. Maturity Date (if any) _____
- 2. Debtor(s) name(s) and address: Alfred T. & Alexandra Letle
1713 Heart Court
Crofton, MD 21114
- 3. Secured Party and address (Type complete corporate name): _____
Thorp Credit Inc of Maryland
6136 Greenbelt Road, Greenbelt, MD 20770
- 4. Name and address of Assignee (if any): _____

- 5. This Financing Statement covers the following types (or items) of property: (Check box which applies)

All of the household goods, furniture, appliances and personal property of every kind, nature, and description now or hereafter located at the residence of Debtor(s) whose address is shown above, or at the address to which said property may hereafter be removed.

Other personal property (Describe): _____

| MAKE OF AUTO | YEAR | BODY | MOTOR NO. | SERIAL NO. |
|--------------------------|------|------|-----------|------------|
| <input type="checkbox"/> | | | | |

- 6. The secured transaction being publicized by this FINANCING STATEMENT is (is not) subject to the Recordation Tax imposed by Article 81, Section 277 and 278, Annotated Code of Maryland, 1962 Suppl, as amended.
- 7. The Principal Amount of the Debt initially incurred which is secured by the Security Agreement which this Financing Statement publicized is \$ 3007.68
- 8. After recording, filing officer will please deliver or mail this statement to the SECURED PARTY herein whose name and address are set forth above.

SIGNATURES OF DEBTORS:

X Alfred T. Letle
Alfred T. Letle

X Alexandra Letle
Alexandra Letle

(Type names below all signatures)

SIGNATURE OF SECURED PARTY OR ASSIGNEE OF RECORD:

Thorp Credit Inc of MD
(TYPE COMPLETE CORPORATE NAME)

By: John Hendrick MANAGER

AE 2/84

DO NOT TYPE IN MARGINS OUTSIDE OF GUIDE LINES

RECORDING FEE 12.00
RECORD TAX 21.00
POSTAGE .50
JUL 23 84

1984 JUL 23 PM 12:03
E. AUBREY COLLISON
CLERK

RECORDATION TAX PAID
OFFICE OF FINANCE
PRINCE GEORGE'S COUNTY, MD

B#12 TREASURY DIVISION
0001 MAY.25.84 02:15PM
4768 TAX REC 13.20

12.00
21.00
50

Mailed to Secured Party

BOOK 475 PAGE 102

TERMINATION STATEMENT

liber 456 page 162

Identifying File No. 245087

FILING OFFICER: Please mail this Termination Statement to the Secured Party at its address.

ACCOUNT NUMBER 117493-8

| DEBTORS (Names and Residence Address) | SECURED PARTY (Name and Address) |
|--|---|
| OWENS LARRY G 410K Hideaway Loop Glen Burnie Md 210601 | BLAZER FINANCIAL SERVICES, INC. 7479 BALTIMORE-ANNAPOLIS BLVD. P. O. BOX 66 GLEN BURNIE, MD. 21061 |

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies the Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above.

Secured Party BLAZER FINANCIAL SERVICES INC

By C. White Title CLERK Dated MAY 4
0227 20 Maryland 2 84

RECEIVED JUL 23 1984 10:00
#23305 0345 R01 711:56
JUL 23 84

1984 JUL 23 PM 12:03
E. AUDREY COLLISON
CLERK

Mailed to Secured Party

SECURITY AGREEMENT

Hijinx, Inc., Debtor, and Weston Dean and Shirley Dean, his wife, Secured Parties, whose addresses appear with their signatures below, agree as follows:

I. CREATION OF SECURITY INTEREST.

Debtor hereby grants to Secured Parties a security interest in the collateral described in Paragraph II to secure the performance or payment of all obligations and indebtedness of whatever kind and whenever created of Debtor to Secured Parties.

II. COLLATERAL.

The collateral of this Security Agreement is the business, all transferrable licenses including but not limited to the liquor license granted and approved by the Board of Liquor License Commissioners to Debtor, inventory, stock in trade and accounts receivable of the business entity known as Hijinx, 342 Magothy Beach Road, Pasadena, Maryland, and all additions and extensions thereto, and all proceeds of the sale or other disposition of it.

III. OBLIGATIONS OF DEBTOR.

A. Obligation to Pay.

Debtor shall pay to Secured Parties the sum or sums evidenced by the Promissory Note or notes executed pursuant to this Security Agreement, in accordance with the terms of the note or notes.

1. Debtor shall account fully and faithfully for and promptly pay or turn over to Secured Parties the proceeds in whatever form received in disposition in any manner of any of the collateral.

2. Debtor shall pay immediately, without notice, if Secured Parties so elects, the entire unpaid indebtedness to Secured Parties upon default or if Secured Parties deem themselves insecure.

3. Debtor shall pay all expenses and reimburse Secured Parties for any expenditures, including reasonable attorney's fees and legal expenses, in connection with Secured Parties' exercise of any of their rights and remedies under Paragraph IV.

B. Additional Obligations of Debtor.

1. Protection of Collateral.

The collateral heretofore described in Paragraph II of this Agreement

(a) shall be used solely for the business now transacted

RECORD FEE 17.00
POSTAGE .50
#63793 (237) R02 T14:36
JUL 23 84

1984 JUL 23 PM 2:39
E. AUSTIN COLLISON

1750

at 342 Magothy Beach Road, Pasadena, Maryland and known as Hijinx, and

(b) shall remain in Debtor's possession or control at all times at Debtor's risk of loss, and be kept at the above address except for temporary removal in connection with its ordinary use unless Debtor notifies Secured Parties in writing and Secured Parties consents in writing in advance of its removal to another location, and

(c) shall be insured by Debtor, until Secured Parties' security interest is terminated, against all risks to which it is exposed, including those which Secured Parties may designate, with policies satisfactory to Secured Parties and payable to both Secured Parties and Debtor as their interests appear, and with duplicate policies deposited with Secured Parties.

2. Protection of Security Interest.

(a) Debtor shall not lend, rent, lease or otherwise dispose of collateral or any interest therein, except as authorized in this Security Agreement or in writing by Secured Parties, and Debtor shall keep the collateral free from unpaid charges, including taxes, and from liens, encumbrances, security interests other than that of the Secured Parties, and

(b) Debtor shall sign and execute a loan, or, with Secured Parties, any financing Statement or other document, or procure any document or pay all connected costs necessary to protect the security interest under this Security Agreement against the rights and interests of third persons, and

(c) Debtor shall at all times keep the collateral and its proceeds separate and distinct from other property of the Debtor and shall keep accurate and complete records of the collateral and its proceeds.

IV. SECURED PARTIES OBLIGATIONS.

Secured Parties shall enforce the security interest in the collateral of this Security Agreement in accordance with the provisions of Paragraph VI if Debtor defaults in its obligation to pay as provided in Paragraph III before proceedings against Debtor on its obligation to pay.

V. DEFAULT.

Misrepresentation in a statement in connection with, non-compliance or non-performance of any of the Debtor's obligations or agreements under this Security Agreement shall constitute default. In addition, Debtor shall be in default if bankruptcy or insolvency proceedings are instituted by or against Debtor, or if Debtor makes any assignment for the benefit of creditors.

VI. SECURED PARTIES RIGHTS AND REMEDIES.

A. Rights Exclusive of Debtor's Default.

Secured Parties may

- (1) Enter upon Debtor's premises at any reasonable time to inspect the collateral and the Debtor's books and records pertaining to the collateral or its proceeds, and Debtor shall assist the Secured Parties in whatever way necessary to make any inspection, and
- (2) Notify the account debtors or obligors of any accounts, chattel paper, negotiable instruments or other evidences of indebtedness remitted by Debtor to Secured Parties as proceeds to pay Secured Parties directly, and
- (3) By any employee or employees Secured Parties may designate, execute, sign, endorse, transfer or deliver in the name of the Debtor, notes, checks, drafts or other instruments for the payment of money and receipts, certificates of origin, applications for certificates of title or any other documents necessary to evidence, perfect and realize upon the security interest and obligations of this Security Agreement.

B. Upon Debtor's Default.

- (1) Secured Parties shall have all of the rights and remedies provided by the Uniform Commercial Code in effect in Maryland at the date of execution of this Security Agreement, and
- (2) In addition to, conjunction with or substitution for those rights and remedies,
 - (a) Written notice mailed to Debtor at the chief place of business designated with his signature below five days prior to the date of public sale of the collateral or prior to the date after which private sale of the collateral will be made shall constitute reasonable notice, and
 - (b) Secured Parties may require Debtor to assemble collateral and to make it available to Secured Parties at a place Secured Parties designate, which is mutually convenient, and
 - (c) Secured Parties may remedy any default and may waive any default without waiving the default remedied or without waiving any other prior or subsequent default.

VII. DEBTOR'S RIGHTS AND REMEDIES.

Debtor shall have all of the rights and remedies before or after

default provided in the Uniform Commercial Code in force in Maryland at the date of execution of this Security Agreement.

VIII. ADDITIONAL AGREEMENTS AND AFFIRMATIONS.

A. Debtor's Agreements and Affirmations.

Debtor agrees and affirms

(1) that information supplied and statements made by Debtor in any financial, credit or accounting statement or application for credit prior to or pursuant to this Security Agreement are or will be true and correct, and

(2) that no Financing Statement covering the collateral or its proceeds is on file in any public office and that, except for the security interest granted in this Security Agreement, there is no adverse lien, security interest or encumbrance in or on the collateral, and

(3) that the addresses of Debtor's residence and place of business are those appearing below his signature, and

(4) that unless Debtor is also the Buyer and the Secured Parties are the Seller, Secured Parties assumes no responsibility for the correctness, validity or genuineness of any documents released to the Debtor hereunder or for the existence, character, quantity, condition, value or delivery, of any goods purported to be represented by such documents or which constitute the collateral of this Security Agreement.

B. Mutual Agreements.

(1) Debtor and Secured Parties as used in this Security Agreement includes the heirs, executors or administrators, successors or assigns of those parties.

(2) If more than one Debtor executes this Security Agreement, their obligations under this Security Agreement shall be joint and several.

(3) The law governing this Secured Transaction shall be that of the State of Maryland in force at the date of this Security Agreement.

EXECUTED IN TRIPLICATE, this _____ day of _____, 1984.

By: William Suddemeyer president
Hijinx, Inc. (title)(seal)

210 F Timbee Trail Bel Air, Md.
Address

Weston Dean
Weston Dean, Secured Party

Shirley Dean
Shirley Dean, Secured Party

28 Windemere Place
Address
Phoenix, Md. 21131

Hijinx, Inc.

~~333 Pasadena, Md.~~

342 Magothy Beach Rd.

Pasadena, Md. 21122

Mailed to: _____

FINANCING STATEMENT

- 1. Debtors: Address:
 GFI ENTERPRISES, c/o Robert L. Taylor
 637 Whittier Parkway
 Severna Park, Maryland 21146

- 2. Secured Parties: Address of all Secured Parties:
 Second National Building & Loan, Inc. c/o Second National Building & Loan, Inc
 Phillip Morris Drive & Route 50
 Salisbury, Maryland 21801
 William F. Brooks, Jr., Trustee
 Donna M. Pittman, Trustee

- 3. This Financing Statement covers:
 All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the unit or real property hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in said property or any part thereof and used or usable in connection with any present or future operation of said property and now or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling, and air-conditioning apparatus, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, and security systems.

- 4. The aforesaid items are included as security in a deed of trust given by Debtor to William F. Brooks, Jr., and Donna M. Pittman, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing an indebtedness owed by Debtor to Second National Building & Loan, Inc.

- 5. Proceeds of collateral are covered hereunder.

- 6. The unit or real property in which the items set forth in Paragraph 3 of this Financing Statement refer is known as:

1984 JUL 23 PM 2:58

Debtors: GFI ENTERPRISES:

BY: *Robert L. Taylor*

BY: *Robert L. Taylor*

BY: *Anna G. Taylor*

BY: _____

RECORD FEE 14.00
 POSTAGE .50
 #63797 0055 R02 7:14:41
 JUL 23 84

To the Filing Officer: After this statement has been recorded, please mail the same to:

MANIS, WILKINSON, SNIDER & GOLDSBOROUGH
 CHARTERED
 145 Main/Gorman Streets
 P.O. Box 921
 Annapolis, Maryland 21404

Mailed to: _____

1400 50

2

FINANCING STATEMENT

BOOK 475 PAGE 108

1. Names of Debtors: GEORGE C. LAW
 JEANNE LAW
 Address: 390 South Drive
 Severna Park, Maryland 21146

250715

2. Name of Secured Party: MARYLAND NATIONAL BANK
 Address: Real Estate and Mortgage Banking
 Department
 10 Light Street
 Baltimore, Maryland 21202

3. This Financing Statement covers the following types (or items) of property:

(a) The interest of Debtors in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated July 13, 1984 from Debtors to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees, all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts in respect of any and all leases (or fee contracts of sale executed by the Debtors of any part or parcel of the described land and the improvements thereon located, whether said accounts are in existence or hereafter created and the proceeds thereof.

(c) Proceeds of all collateral are covered.

4. Recordation Tax has been paid on the principal amount of \$80,000 in connection with the filing of the aforesaid Deed of Trust in the Land Records of Anne Arundel County, Maryland.

Debtors:

Secured Party:

George C. Law
 George C. Law

MARYLAND NATIONAL BANK

Jeanne Law
 Jeanne Law

By: Laura S. Bergerding
 Laura S. Bergerding
 Mortgage Loan Officer

Mr. Clerk: Return to Miles & Stockbridge
 10 Light Street
 Baltimore, Maryland 21202
 ATTN: Jeffrey H. Seibert, Esquire
 Mailed to: _____

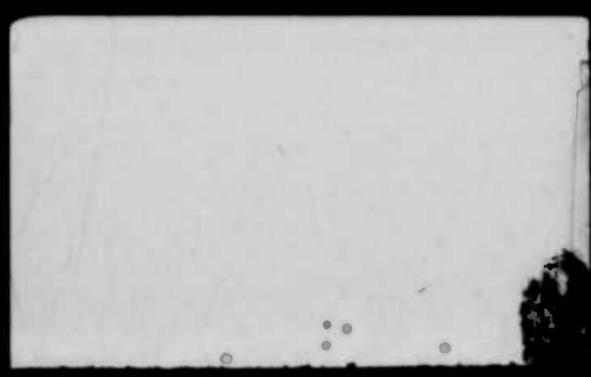
PLEASE RECORD IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, AND WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

1984 JUL 24 AM 9:44

E. MURPHY J. WILLIAMS

12.00
 .50
 12.50
 JUL 24 84

1200
50



PROPERTY DESCRIPTION

ALL that parcel or parcels of land located in the County of Anne Arundel, State of Maryland, and more particularly described as follows:

BEGINNING for the same on the northeast side of Annapolis Boulevard, at the distance of two hundred and thirty-four and sixty-three hundredths (234.63) feet southeasterly from the southeast corner of the Annapolis Boulevard and Oakleigh Avenue, in Ferndale, and at the distance of sixteen (16) feet northwesterly from the northwesternmost corner of the concrete block building erected on the lot now being described; and thence running south 8 degrees 31 minutes east binding on the northeast side of the Annapolis Boulevard seventy-two and thirty-five hundredths (72.35) feet to the southwest corner of the lot secondly described in a Deed from Adolph Rutkowski and wife to E. Melvin Bull dated May 28, 1929 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 53, folio 210; thence binding on the said parcel and on the outlines of the parcels firstly and secondly described in said Deed the following three courses and distances: South 86 degrees 18 minutes east 182 feet, north 3 degrees 42 minutes east 100 feet, and north 86 degrees 18 minutes west 61.88 feet to intersect a line drawn from the place of beginning parallel with the north side of the aforesaid concrete block building erected on the lot now described, thence reversing said line so drawn and binding thereon south 81 degrees 29 minutes west 138.56 feet to the place of beginning.

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 247400

RECORDED IN LIBER 462 FOLIO 41 ON 5/23/83 (DATE)

1. DEBTOR

Name Nippes, J. Timothy

Address 73 Maryland Avenue, Annapolis, Maryland 21401

2. SECURED PARTY

Name Alban Tractor Co., Inc.

Address P.O. Box 9595, Baltimore, Maryland 21237

Credit Alliance Corporation, P.O. Box 1680, Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

| | |
|--|--|
| <p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p> |
| <p>One (1) New Caterpillar Model #953 Track Type Loader, S/N 76Y00887</p> <p style="text-align: right;">ASSIGNEE OF SECURED PARTY Credit Alliance Corporation P.O. Box 1680 500 DiGiulian Blvd. Glen Burnie, Maryland 21061</p> | |

Mailed to: _____

RECORD FEE 10.00
POSTAGE .50
#63904 0237 R02 T10:46

Nippes, J. Timothy

Alban Tractor Co., Inc.

JUL 24 84

(Signature of Debtor)

(Signature of Secured Party)

Type or Print Above Name on Above Line

Mark N. Welsh
Type or Print Above Name on Above Line

Dated May 29, 1984

1052

1984 JUL 24 AM 10:56
 E. AUDREY COLLISON
 CLERK
 BL
 CLERK

BOOK 475 PAGE 111

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

..... MAY 29 19 84

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 195418 in Office of Clerk of Court A/A, MD
(Filing Officer) (County and State)

Debtor or Debtors (name and Address):

Donald W. & Barbara Walker
827 Mayo Road
Edgewater MD 21037

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

Household Finance Corporation
..... Secured Party

By
Its Branch Office Manager



Form 91 MD (3-79)

1030

REGISTERED AND CLERK
CLERK OF COURT
CALVERT COUNTY

1984 JUL 24 AM 10:56

E. AUDREY COLLISON
CLERK

RECORD FEE 10.00
POSTAGE .50

#63906 0237 002 710:47

JUL 24 84

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name OWINGS PAVING LTD., BY SAMUEL S. OWINGS, PRESIDENT

Address P.O. BOX 1082, SEVERNA PARK, MARYLAND 21146

2. SECURED PARTY

Name THE CHESTERTOWN BANK OF MARYLAND

Address 211-213 HIGH STREET, CHESTERTOWN, MARYLAND 21620

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

S/A Used Allis Chalmers #655 Track Loader Serial # 7468
Engine #2D50912
1974

E AUBREY COLLISON
CLERK

1984 JUL 24 AM 10:57

RECORDING DIVISION

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

RECORD FEE 11.00
POSTAGE .50
#63914 0237 802 110:53
JUL 24 84

OWINGS PAVING LTD

BY: Samuel S. Owings Pres.
(Signature of Debtor)

Samuel S. Owings, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Nancy L. Greenwood
(Signature of Secured Party)

Nancy L. Greenwood, Loan Officer

Type or Print Above Signature on Above Line

Mailed to Secured Party

113

STATE OF MARYLAND

252757

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated 5/18/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

BOOK 475 PAGE 113

1. DEBTOR

Name Dunygay Inc. - T/A Widow Browns
Address 1651 MD. Route 3 North, Gambrills, MD 21054

2. SECURED PARTY

Name American Equipment Leasing
Address P.O. Box 1258, Reading, PA 19603

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

This financing statement covers the following types (or items) of property: (list)

One (1) Blodgett Convection Oven, Model #DFG-100 - Natural Gas

This financing statement is being recorded for notice purposes only and shall be deemed to grant the debtor any property interest in the equipment herein described.

RECORD FEE 12.00
POSTAGE .50
#63915 0237 R02 110:53
JUL 24 84

E. ALBERT COLLISON
CLERK
JUL 24 AM 10:57

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Dunygay Inc. T/A Widow Browns

George A. Zasadil
(Signature of Debtor)

GEORGE A. ZASADIL Gen Manager

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

American Equipment Leasing Co. Inc.

(Signature of Secured Party)

Mary Soljak New Deal Coordinator

Type or Print Above Signature on Above Line

Mailed to Secured Party

1250

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 456

Page No. 405

Identification No. 245240

Dated December 1, 1982

1. Debtor(s) { John W. Steffey, Sr.
Name or Names—Print or Type
407 Crain Highway, Glen Burnie, Maryland 21061
Address—Street No., City - County State Zip Code

2. Secured Party { Harvey M. Meyerhoff
Name or Names—Print or Type
25 South Charles Street, Baltimore, Maryland 21201
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

| | |
|---|--|
| <p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p> |

E. AUDREY COLLISON
CLERK

MDA JUL 24 AM 11:10



RECORD FEE 10.00
POSTAGE .50
#63919 0237 R02 110:59
JUL 24 84

Dated: May 30, 1984

Harvey M. Meyerhoff
Name of Secured Party

Harvey M. Meyerhoff
Signature of Secured Party

Type or Print (Include Title if Company)

Lucas Bros. Form T-1

BURDES & ROSEFIELD
Twelfth Floor
ONE CHARLES CENTER

1070

Mailed to: BALTO., MD. 21201

253713

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Lite Equipment Leasing Corporation
Address 7948 Old Jessup Road, Annapolis Junction, Maryland 20701

2. SECURED PARTY

Name Beltway International Trucks, Inc.
Address 1800 Sulphur Spring Road, Baltimore, Maryland 21227

Credit Alliance Corporation, P.O. Box 1680, Glen Burnie, Maryland 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF SECURED PARTY

Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, Maryland 21061

Mailed to: _____

CHECK THE LINES WHICH APPLY

- 6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Lite Equipment Leasing Corporation

Timothy R. Haszard, President
(Signature of Debtor)

Timothy R. Haszard, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Beltway International Trucks, Inc.

John J. Murray, President
(Signature of Secured Party)

John J. Murray, President
Type or Print Above Signature on Above Line

RECORD FEE 17.00
POSTAGE .50

#63919 0237 R02 711:00

JUL 24 84

E. AUBREY COLLISON
CLERK
1984 JUL 24 AM 11:10

CD

17-25

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated May 23, 1984

between Beltway International Trucks, Inc., as Seller/Lessor/Mortgagee and Lite Equipment Leasing Corporation, 7042 Old Jessup Rd., Annapolis Junction, MD 20701 (Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 30,135.00

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 23rd day of May, 19 84

Beltway International Trucks, Inc. (SEAL)
(Seller/Lessor/Mortgagee)

By John J. Murray, President

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

BOOK 475 PAGE 117

CONDITIONAL SALE CONTRACT NOTE

TO: Beltway International Trucks, Inc. FROM: Lite Equipment Leasing Corporation
1800 Sulphur Spring Rd., Baltimore, MD 21227 7948 Old Jessup Rd., Annapolis Junction, MD 20701

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Table with 2 columns: Description of Property Purchased and Financial Items. Includes items like CASH SALE PRICE, DOWN PAYMENT, UNPAID BALANCE, INSURANCE, and CONTRACT PRICE.

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 7948 Old Jessup Road, Annapolis Junction, Howard, Maryland

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of thirty one thousand one hundred thirty five dollars and 00/100*

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 25th day of June, 1984, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ 502.25 and the final installment being in the amount of \$ 502.25 with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0-% per annum...

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein.

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE
LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT NOTE

NOTICE TO RETAIL BUYER: (1) Do not sign this contract note before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the contract note you sign at the time you sign. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the time price differential.

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.
Date: May 23, 1984 BUYER(S)-MAKER(S):
Accepted: Beltway International Trucks, Inc. (SEAL) Lite Equipment Leasing Corporation (SEAL)
By: [Signatures] (Witness as to Buyer's and Co-Maker's Signature) By: [Signature] (Print Name of Co-Buyer-Maker Here) (SEAL)

BOOK 4/5 PAGE 118

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer and any guarantor signing below hereby designate and appoint Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York or either of them, as their true and lawful attorney-in-fact and agent for them and in their name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify them at their address shown herein, or their last address known to Holder, by certified mail, within three days of such service having been effected, and such parties hereby agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provisions effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____(L.S.) _____(L.S.)
(Guarantor-Endorser) (Guarantor-Endorser)
_____(L.S.) _____(L.S.)
(Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19____ (SEAL) } Signature of Seller
_____(Witness) By: _____ }
(Signature: Title of Officer, "Partner" or "Proprietor")

FINANCING STATEMENT

COPY FOR FILING

Record in:

- Not Subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ _____
- To Be Recorded in Land Records of _____

- SDAT
- Montgomery County
- Prince George's County
- Other _____

| NAME | Street | City | State |
|--------------|--------|------|-------|
| 1. Debtor(s) | | | |

Gilbert Foods, Inc. T/A Hearn Kirkwood, Inc. 7251 Standard Drive Hanover, Md 21076

2. Secured Party: SUBURBAN BANK
 6610 Post Lodge Drive, Bethesda, MD 20817
 XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX12125 Viers Mill Rd
 XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX Silver Spring, Md 20906

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check one or more boxes as applicable:

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

RECORD FEE 11.00
POSTAGE .50
#63921 0237 R02 T11:01

JUL 24 84

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

| | |
|-------------------------------------|--|
| Secured Party: SUBURBAN BANK | Debtor(s) or Assignor(s) Gilbert Foods, Inc T/A Hearn Kirkwood, Inc. |
| By: <u><i>Neil W. Machovec</i></u> | by <u><i>Charles J. Gilbert</i></u> |
| Type Name Neil W. Machovec | |
| Title Retail Banking Officer | Charles J. Gilbert, Senior VP |

Type or Print Name and Title of Each Signature

Mailed to Secured Party

RECORDED & INDEXED
MONTGOMERY COUNTY

JUL 24 AM 11:10

E. AUBREY COLLISON
CLERK

Schedule A

BOOK 475 PAGE 120

Urechel Model GA Dicer with 2 HP Motor, Serial # 2055

Clipper Vac E W/00-8066, Serial # 5270D

Clipper W/00-0397, Serial # 765243D

Genie Material Lift with Remote Control, Serial # 1883-571

Electroscale Model DR 525, Serial # SRP 8030

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

MARYLAND FINANCING STATEMENT

BOOK 475 PAGE 121 UCC-1

- Not Subject to Recordation Tax
- Recordation Tax of \$ _____ on
Principal Amount of \$ _____ is enclosed/
has been paid (strike inapplicable phrase).

| For Filing Officer | |
|------------------------|-------|
| File No.: | _____ |
| Record Reference: | _____ |
| Date & Hour of Filing: | _____ |

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code: 250750

1. DEBTOR: GATES MARINA, INC.
(Name or Names)
Route 256, Box 117, Deale, Maryland 20751
(Address)

DEBTOR: _____
(Name or Names)

(Address)

2. SECURED PARTY: ATLANTIC INDUSTRIAL CREDIT CORPORATION
(Name or Names)
P.O. Box 10656, Towson, MD. 21285-0656
(Address)

3. ASSIGNEE (if any)
of SECURED PARTY: BALTIMORE FEDERAL FINANCIAL F.S.A.
(Name or Names)
Box 116 FAYETTE + ST. PAUL STS. BALTO. MD. 21203
(Address)

4. This Financing Statement covers the following types (or items) of property:

One NEC Electra 16/48 Electronic Key Telephone System with:

1 - Key Service Unit and Power Supply; 2 - 4-Channel Central Office Line Cards; 3 - 4-Channel Station Cards; 9 - 16-Button Telephones; 1 - EPN Paging Circuit Card; 1 - 25 Watt Paging Amplifier; 4 - Outdoor Paging Horns

E. AUGUSTY-COLLISON
 JUL 24 AM 11:10
 TELETYPE UNIT

RECORD FEE 11.00
 POSTAGE .50
 863922 0237 R02 111:02
 JUL 24 84

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

6. Proceeds of Collateral are covered hereunder: Yes No
 Products of Collateral are also covered: Yes No

DEBTOR(S):
GATES MARINA, INC.
By: *M. J. Martini* Pres
(Type or print name of person signing) (Title)

SECURED PARTY:
ATLANTIC INDUSTRIAL CREDIT CORPORATION
By: *Robert E. Polack*
(Type or print name of person signing)

By: *Elaine I. Stanton* Secretary
(Type or print name of person signing) (Title)

Return To: ATLANTIC INDUSTRIAL CREDIT CORPORATION
P.O. Box 10656, Towson, Maryland 21285-0656

Mailed to Secured Party

11/50

252751

BOOK 475 PAGE 122

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity Date (if any):

| | | |
|---|--|---|
| 1. Debtor(s) (Last Name First) and address(es) Hunter, Donald E. 104 Fogle Drive Annapolis, Maryland 21403 | 2. Secured Party(ies) and address(es) CentraBank P. O. Box 1316 Baltimore, Maryland 21203 | 3. Maturity Date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #63923 0237 R02 11:03 JUL 24 84 |
|---|--|---|

4. This financing statement covers the following types (or items) of property:

1982 Bertram Sport Fish 28 ft.
Serial # BEFQF2113M82F28F28582

Conditional Sales Contract-Exempt from Recording Tax

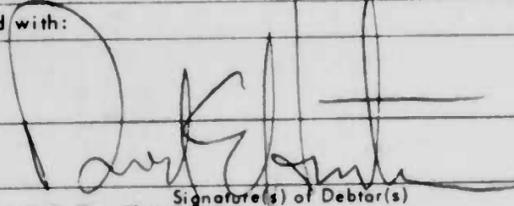
5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

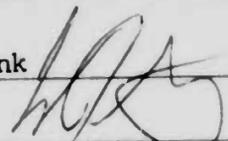
already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

By: 
 Donald E. Hunter
 Signature(s) of Debtor(s)

CentraBank

By: 
 William Scott V.P.
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Mailed to Secured Party

RECORDED FOR RECORD
 CLERK - CENTRA BANK COUNTY
 1984 JUL 24 AM 11:10
 E. AUBREY COLLISON
 CLERK

J

252752

| | | |
|--|--|--|
| FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: | | 3. Maturity date (if any): |
| Debtor(s) (Last Name First) and address(es) Gould, Inc., Defense Electronics Division 6711 Baymeadow Drive Glen Burnie, MD 21061 | 2. Secured Party(ies) and address(es) John Hancock Financial Services, Inc. John Hancock Place P.O. Box 111 Boston, MA 02117 | For Filing Officer (Date, Time, Number, and Filing Office) |
| 4. This financing statement covers the following types (or items) of property: See Schedule A attached hereto and accordingly made a part hereof. | | 5. Assignee(s) of Secured Party and Address(es) JUL 24 84 |

RECORD FEE 17.00
POSTAGE 20
TOTAL 37.00

109-110

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented: 3

Filed with: Anne Arundel County

Gould, Inc., Defense Electronics Division

JOHN HANCOCK FINANCIAL SERVICES, INC.

By: [Signature]
Signature(s) of Debtor(s)

By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Mailed to Secured Party

ANNE ARUNDEL COUNTY

JUL 24 AM 11:27

E. AUBREY COLLISON
CLERK

17.00
56

SCHEDULE "A"PAGE 1 OF 1
DATE April 3, 1984
LEASE #1369-109LESSOR: John Hancock Financial Services, Inc.
P.O. Box 111
Boston, MA 02117Equipment LocationLESSEE: Gould, Inc., Defense Electronics Division
6711 Baymeadow Drive
Glen Burnie, MD 21061EQUIPMENT DESCRIPTION

| <u>Quantity</u> | <u>Model</u> | <u>Description</u> | <u>Serial #</u> | <u>Cost</u> |
|-----------------|--------------|---|-----------------|-------------|
| 6 | | Hewlett Packard Electronic Counters | | |
| 6 | | High Stability Time Base | | |
| 6 | | Batteries | | |
| 6 | | 86-127 VAC 48-66HZ | | |
| 1 | | Davison LZ-A-3-B Reader Terminal | | |
| 1 | | K5Q Matrix Card | | |
| 1 | | 310-2-SO Folger Adams Strike & Contact | | |
| 1 | | 30VA Transformer | | |
| 1 | | Universal Data Multiple Modem Enclosure | | |
| 5 | | 30/1200 Modem Card | | |
| 1 | | Auto Dial Card Tone | | |

including all accessories, accessions and attachments thereto.

Total Cost: \$19,740.75

By *A. J. Peppers*
Title Executive Vice President

SCHEDULE "A"

PAGE 1 OF 2
 DATE April 3, 1984
 LEASE # 1369-110

LESSOR: John Hancock Financial Services, Inc.
 P.O. Box 111
 Boston, MA 02117

Equipment Location

LESSEE: Gould, Inc., Defense Electronics Division
 6711 Baymeadow Drive
 Glen Burnie, MD 21061

EQUIPMENT DESCRIPTION

| <u>Quantity</u> | <u>Model</u> | <u>Description</u> | <u>Serial #</u> | <u>Cost</u> |
|-----------------|--------------|--|-----------------|-------------|
| 1 | | Gould Base Enclosure | | |
| 1 | | Applications Processor | | |
| 1 | | File Processor | | |
| 1 | | Cluster Processor | | |
| 1 | | Terminal Processor | | |
| 1 | | Storage Processor | | |
| 1 | | SMD Controller | | |
| 1 | | 300 MB Disk | | |
| 1 | | MB Memory Expansion | | |
| 1 | | 50 MB Disk Module | | |
| 1 | | 5 MB Backup Disk Module | | |
| 6 | | PT100 Terminals | | |
| 6 | | Cluster Cable | | |
| 2 | | Terminators | | |
| 1 | | Unix System License | | |
| 1 | | Fortran Compiler Full Support Licence | | |
| 1 | | Pascal Compiler Full Support License | | |
| 1 | | Basic Full Support Licence | | |
| 1 | | Forms Full Support License | | |
| 1 | | Soft Merge Full Support License | | |
| 1 | | Isam Full Support License | | |
| 2 | | Fortran Compiler Use Only License | | |
| | | Maryland Office Interiors | | |
| 1 | | #2007-127, All Steel 72" x 36" Double Pedestal Desk | | |
| 1 | | #2210-093, All Steel 62" x 18" Credenza | | |
| 1 | | #2021-297, All Steel 60" x 30" Single Pedestal Desk | | |

By *[Signature]*
 Title Executive Vice President

Schedule A (cont'd)

| | |
|----|--|
| 1 | #2108-R63, All Steel 36" x 18" Right Hand Return |
| 1 | #2053-003, All Steel 96" x 42" Conference Table |
| 12 | #273-400, All Steel Conference Non-tilt Swivel Chairs |
| 4 | #2001-127, All Steel 60" x 30" Double Pedestal Desk |
| 5 | #231-400, All Steel Swivel-tilt Chairs with Arms |
| 4 | #2095-003, All Steel 36"W x 15"D x 42"H Bookcase |
| 6 | #5607-L, All Steel 4-drawer, Legal Size Vertical File |
| 1 | #239-400, All Steel Secretarial Posture Chair |

including all accessories, accessions and attachments thereto.

Total Cost: \$71,819.00

BY *H. J. Peppers*
Title Executive Vice President

Form BS2

FINANCING STATEMENT

Not subject to Recordation Tax
 Subject to Recordation Tax; Principal Amount is \$

To Be Recorded in Land Records (For Fixtures only).

Name of Debtor

Address

Douglas Alan Whitchev

*1205 Turkey Point Rd.
Edgewater, Md 21037*

SECURED PARTY

Charlie White Marine Inc

(Dealer's Name)

Rt 1 Box 307M Ocean City, Md Worcester Co, Md

(Dealer's Address—Street No., City, County, State)

ASSIGNEE OF SECURED PARTY:

PENINSULA BANK, Princess Anne, Maryland

1. This financing statement covers the following items of personal property:

| Make (if Automobile) Or Manufacturer | Description (if Automobile, Body Type) | Serial No. | Motor No. | Model No. | Year |
|--------------------------------------|--|---------------------|-----------|----------------|-------------|
| <i>Lyceria Cruiser</i> | <i>Pontoon Boat</i> | <i>PCD08317B484</i> | | <i>2422</i> | <i>1984</i> |
| <i>Johnson</i> | <i>Motor</i> | <i>5981419</i> | | <i>J7072CR</i> | <i>1984</i> |

RECORDED FEE 11.00
INDEX FEE 50
#28419 0345 R01 11:15
JUL 24 84

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Dated this *4* day of *June*, 19*84*

Douglas A. Whitchev
Douglas A. Whitchev
Debtor
Signs

SECURED PARTY

Charlie White Marine Inc
Charles W White Pres.

Debtor
Signs
Debtor
Signs

Type or print names under signatures

E. ALBERT COLLISON
CLERK
JUL 24 AM 11:29

CD

Mailed to Secured Party

FINANCING STATEMENT

Maryland
L-71-UCC
Rev. 9/78

Date May 29, 1984
Statement No. _____
Liber _____ Folio _____

This Financing Statement is presented to the Clerk of Courts for filing and recording pursuant to the provisions of Subtitle 9 of the Commercial Law Article of the Annotated Code of Maryland.

TO BE RECORDED IN THE LAND RECORDS
(check if lien is to be taken on fixtures)

1. Debtor(s): Name Address

Theodore J. Walk & - 629 W. Bay Front Road
Jo Ann Walk Lothian, Maryland 20711

2. Secured Party: Southern Md. Production Credit Association
Address: P. O. Box 99, Rt. #231, Hughesville, Maryland 20637

3. This Financing Statement covers the following types of property if covered:

- OTHER COLLATERAL (give type)
- ACCOUNTS RECEIVABLE, CONTRACT RIGHTS
- CROPS
- MACHINERY AND EQUIPMENT
- LIVESTOCK AND SUPPLIES USED OR PRODUCED IN FARMING OPERATIONS
- FIXTURES
- INVENTORY
- PROCEEDS AND PRODUCTS OF COLLATERAL
- ALL STOCK OR RIGHTS TO STOCK OF THE DEBTOR IN THE SECURED PARTY
- ALL AFTER ACQUIRED COLLATERAL OF THE ABOVE TYPES

RECORD FEE 12.00
POSTAGE 50
323421 0345 RM1 TTT:20
JUL 24 84

1984 JUL 24 AM 11:29
E. ALBERTY COLLISON
CLERK

Where collateral is crops or fixtures the farm involved is described as follows: Located in 7th District, Anne Arundel County, Maryland, and is bounded on the North by lands of Amos Ward; on the East by lands of Earl Hargrove; on the South by lands of W. L. Meekins; and on the West by lands of Raymond Sears and contains approximately _____ acres.

SOUTHERN MARYLAND
PRODUCTION CREDIT ASSOCIATION
(Secured Party)

Theodore J. Walk (Debtor)
Jo Ann Walk (Debtor)

By Catherine L. Boswell (Debtor)
(Authorized Representative)

After recordation the Clerk is requested to mail this Financing Statement to Southern Maryland Production Credit Association
(address)
15207 Marlboro Pike
Upper Marlboro, Maryland 20772

Mailed to: _____

252755

FINANCING STATEMENT

~~XXX~~ subject to recordation tax

1. Name of Debtor(s): Northward Corporation
Address: 8004 Jumpers Hole Rd.
Pasadena, Md. 21122

\$16,000.00

2. Name of Secured Party: Annapolis Bank & Trust
Address: P.O. Box 311
Annapolis, Md. 21404

3. Name of Assignee: Annapolis Banking & Trust Co.
Address: Annapolis, Maryland 21404

4. This Financing Statement covers the following types (or items) of property
1984 Ditch Witch Trencher #301052
1984 Terramite Loader Backhoe #9975921

RECORD FEE 11.00
RECORD TAX 112.00
POSTAGE .50
#23422 0345 R01 T11:22
JUL 24 84

5. (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)

The above-described goods are affixed or to be affixed to

E. AUBREY COLLISON
CLERK

JUL 24 AM 11:29

Kenneth R. Wagner
Northward Corp.
Kenneth Wagner (pres.)

Secured Party:

Annapolis Bank & Trust
(Type Name of Dealership)
Thomas H. Francis
~~*Kenneth R. Wagner*~~
By: (Authorized Signature)
Thomas H. Francis
Consumer Credit Officer
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

Mailed to Secured Party

11.00
112.00
52

BOOK 475 PAGE 130

252756

| Statement for Reg. of Deeds or Secy. of State — Uniform Commercial Code | | For Filing Officer |
|---|---|--|
| 1 Debtor(s) (Last Name First) and Address(es) The Chesapeake Bay Distributing Company Jumpers Hole and West Pasadena Roads Pasadena, Maryland 21122 | 2 Secured Party of Record and Address G. Heileman Brewing Company, Inc. (and its wholly owned subsidiaries) 925 South Third Street La Crosse, WI 54601 | RECORD FEE 11.00 POSTAGE .50 228796 0237 HQ2 713:58 JUL 24 84 |
| 3 No. of Additional Sheets Presented: | | |
| 4 This statement refers to original Financing Statement filed on <u>October 17, 1979</u> ; File No. <u>228796</u> , Liber <u>417</u> <input type="checkbox"/> Sec. State — OR — <input checked="" type="checkbox"/> Reg. Deeds for <u>Anne Arundel</u> County | | |
| 5 <input checked="" type="checkbox"/> Continuation — The Financing Statement is still effective. 6 <input type="checkbox"/> Amendment — Financing Statement amended as set forth in Item 11. Signature of Debtor required at Item 12 unless amendment only changes name or address of either party. 7 <input type="checkbox"/> Release — Secured Party releases only the collateral described in Item 11. 8 <input type="checkbox"/> Termination — Secured Party no longer claims a security interest under the Financing Statement. 9 <input type="checkbox"/> Partial Assignment — Some of Secured Party's rights under the Financing Statement have been assigned to the assignee whose name and address are set forth in Item 11. A description of the collateral subject to the assignment is also set forth in Item 11. 10 <input type="checkbox"/> Full Assignment — All of Secured Party's rights under the Financing Statements have been assigned to the assignee whose name and address are set forth in Item 11. | | |
| 11 | | |
| 12 Necessary Only For Amendment. See Item 6. | | 13 Not valid until signed by Secured Party |
| _____ SIGNATURE OF DEBTOR — TITLE | | G. HEILEMAN BREWING COMPANY, INC. JO ANN NEVE WHOLESALE/UCC COORDINATOR By: <i>[Signature]</i> SIGNATURE OF SECURED PARTY OF RECORD — TITLE OR ITS REPRESENTATIVE |
| (1) FILING OFFICER COPY — ALPHABETICAL | | |

BL CLERK

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1984 JUL 24 PM 2:00
E. AUBREY COLLISON
CLERK

Mailed to Secured Party 115

BOOK 475 PAGE 131

252757

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First and Address(es))
 Roger & Deborah VanSickle
 490 Patuxent Road
 Maryland Trailer Park
 Odenton, MD 21113

2 Secured Party(ies) Name(s) and Address(es)
 Chesapeake Mobile Homes
 P O Box 288
 Millersville, MD. 21108

3 The Debtor is a transmitting utility

4 For filing on **RECORD** time, No. - Filing Office
RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY.
 1984 JUL 24 PM 2:23
 E AUBREY COLLISON
 CLERK

5 This Financing Statement covers the following types (or items) of property:
 1984 Imperial 70X14 Serial #84135
 & all appliances, household ~~appliances~~, eqpmt
 wheels, axels, accessories, and parts included on
 invoice, and all contract rights pertaining to
 original installment sales contract.

6 Assignee(s) of Secured Party and Address(es)
 Green Tree Acceptance Inc
 P O Box R
 Uniontown, PA. 15401

7 The described crops are growing or to be grown on.
 The described goods are or are to be affixed to.
 The lumber to be cut or minerals or the like
 (including oil and gas) is on.
 *(Describe Real Estate in Item 8.)

8 Describe Real Estate Here Products of the Collateral are also covered This statement is to be indexed in the Real Estate Records:

9 Name of a Record Owner
 RECORD FEE 12.00
 POSTAGE 2.50
 #33970 1055 R02 11430
 Lot 711 24 84

NOT SUBJECT TO RECORDATION TAX

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):
 which is proceeds of the original Collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the Debtor, or
 as to which the filing has lapsed, or
 already subject to a security interest in another jurisdiction:
 when the Collateral was brought into this State, or when the Debtor's location was changed to this State

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:
 Consignee(s) and Consignor(s), or
 Lessee(s) and Lessor(s).

By Roger A. VanSickle Signature(s) of Debtor(s) 213-78-2373
 By Green Tree Acceptance Inc. Signature(s) of Secured Party(ies)
 (Required only if Item 10 is checked.)

(1) FILING OFFICER COPY - NUMERICAL
 STANDARD FORM - FORM UCC-1 — Approved by the Secretary of the Commonwealth of Pa

3/83

Mailed to Secured Party



National Mortgage FUNDING CORPORATION

Please Reply To:
6571 Edsal Road
Springfield, Virginia 22151
(703) 354-2500

BOOK 475 PAGE 132

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY, MD
1984 JUL 24 PM 2:48
E. AUBREY COLLISON
CLERK

252753

Name of Financing Officer

FINANCING STATEMENT 19694

Under Uniform Commercial Code

NAME(S) and ADDRESS OF MORTGAGOR(S) GEORGE H. STEINER, UNMARRIED
4 WELLINGTON PLACE, ANNAPOLIS, MD 21401

NAME and ADDRESS OF SECURED PARTY: NATIONAL MORTGAGE FUNDING CORPORATION
6571 EDSAL ROAD
SPRINGFIELD, VIRGINIA 22151

MATURITY DATE OF OBLIGATION: August 1 2014

This Financing Statement covers the following types (or items) of Property:

RANGE, REFRIGERATOR, DISHWASHER, DISPOSAL, EXHAUST
FAN, WALL TO WALL CARPET, HEAT PUMP

The above described items of property are affixed to a dwelling house located on:
4 WELLINGTON PLACE, ANNAPOLIS, MD 21401

County of ANNE ARUNDEL
RECORD FEE 11.00
POSTAGE .50
JUL 24 1984 1:39:15 0237 R02 7:14:45

For a more particular description of the property, reference is hereby made to a Deed of Trust dated July 17 1984 from GEORGE H. STEINER, UNMARRIED to National Mortgage Funding Corporation, which has been recorded among the Land Records of ANNE ARUNDEL County, MD

MORTGAGOR(S) SIGNATURE(S)

George H. Steiner
GEORGE H. STEINER

SECURED PARTY

NATIONAL MORTGAGE FUNDING CORPORATION

BY: [Signature]

Mailed to Secured Party

11.00
.50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 258759

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

BOOK 475 PAGE 133

1. DEBTOR

Name Barbara A. Sims - BOAT DEALER
Address 316 Burnside Street Annapolis, Maryland 21403

2. SECURED PARTY

Name ESSEX CREDIT CORP.
Address 182 Duke of Gloucester Annapolis, Maryland 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

BOAT 1984 SEARAY Sundancer 27' HIN# 34T390284-270PA1417-8
Together with its engines and gear.

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1984 JUL 24 PM 2:54
E. AUBREY COLLISON
CLERK

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Barbara A. Sims
(Signature of Debtor)

Barbara A. Sims
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

by: Cathleen Arnold
(Signature of Secured Party)

ESSEX CREDIT CORP.
Type or Print Above Signature on Above Line

11.00

REORDER FROM
Register, Inc.
5284 TAYLOR ST. N.E.
MPLS, MINN. 55426
(612) 571-2803

BOOK 475 PAGE 134

C 2

STATE OF MARYLAND

252700

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name H B Stein Ltd DBA Beltone Hearing Aid Service

Address 1407 Forest Drive, Annapolis, MD 21403, Anne Arundel Co.

2. SECURED PARTY

Name ConTel Credit Corporation

Address 245 ~~223~~ Perimeter Center Parkway, Suite 200 Atlanta, GA 30346

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"NOT SUBJECT TO TAX"

1 Equity II #2523501 Telephone Key Service Unit and component parts

RECORD FEE 12.00
POSTAGE .50
#23513 0040 R01 T14:39
JUL 24 84

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT
1984 JUL 24 PM 2:54
E. AUBREY COLLISON
CLERK

[Signature]
(Signature of Debtor)

H B Stein Ltd DBA Beltone Hearing Aid Service
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

ConTel Credit Corporation

Type or Print Above Signature on Above Line

12.00
50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

473 135

1. DEBTOR

Name Building Owners & Management Institute Int'l 252701

Address 1521 Ritchie Hwy. Ste. 3A Arnold, MD 21012

2. SECURED PARTY Anne Arundel Co.

Name ConTel Credit Corporation

Address 245 225 Perimeter Center Parkway, Suite 230 Atlanta, GA 30346

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

NOT SUBJECT TO TAX

- 8 Gateway Telephones
- 3 Gateway Line Cards
- 2 Gateway Station Cards
- 6 Auto Dialers

RECEIVED FOR RECORD
CIRCUIT COURT, H.A. COUNTY

1984 JUL 24 PM 2:54

E. AUBREY COLLISON
CLERK

RECORD FEE 11.00
POSTAGE .50
#23514 0040 R01 T14:40
JUL 24 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

Randy B. Sutherland
~~Randy B. Sutherland, Controller~~
Randy Sutherland, Controller
Building Owners & Management Institute Int'l
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

S. Sutherland
(Signature of Secured Party)

ConTel Credit Corporation

Type or Print Above Signature on Above Line

11.00
.50

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any):

| | | |
|---|---|--|
| 1 Debtor(s) (Last Name First) and address(es) Hartsol, Roger E. -DBA- Reko Vending 5319 Foxboard Court Alexandria, Virginia 22310 | 2 Secured Party(ies) and address(es) The Vendo Company 10500 Barkley Overland Park, Kansas 66212 | For Filing Officer (Date, Time, Number, and Filing Office) |
|---|---|--|

This statement refers to original Financing Statement No. 233531 Dated July 24, 1980

| | | | |
|---|--|--|--|
| A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective. | B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: | C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property: | D. Other: <input checked="" type="checkbox"/> Full Release |
|---|--|--|--|

RECEIVED FILE 11/30/81
RECORDED 12/1/81
RECEIVED COURT CLERK 1/2/82
FILE 17 07

Dated: November 30, 1981

The Vendo Company
By: *[Signature]*
(Signature of Secured Party)

Filing Officer Copy — Alphabetical

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-3

Authorized Agent
Forms may be purchased from Hobbs & Warren, Inc. Boston, Mass.

10.00
.50



RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 JUL 24 PM 2:54

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Dodson, Ronald G. & Adrienne M.
Address 2700 Pinercrest Drive, Riva, Maryland 21140

2. SECURED PARTY

Name Key capital Corp.
Address 57 River St. Wellesley Hills, Ma. 02181

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1984 Chaparral 278 aft cabin serial: FGBV0105E84
Single gas engine mercrusier 260 h.p. serial: 6841016
VHF radio, rod holders

RECORDED FEE 11.00
POSTAGE .50
RECORDS UNIT NO. 11437
JUL 27 1984

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Ronald G. Dodson
(Signature of Debtor)

Ronald G. Dodson
Type or Print Above Name on Above Line

Adrienne M. Dodson
(Signature of Debtor)

Adrienne M. Dodson
Type or Print Above Signature on Above Line

Joseph M. Dodson
(Signature of Secured Party)

Joseph M. Dodson
Type or Print Above Signature on Above Line

"NOT SUBJECT TO RECORDATION TAX"

RECEIVED FOR RECORD
CIRCUIT COURT, H.A. COUNTY

1984 JUL 24 PM 2:54

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

12.00
.50

252763

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO () YES () NAME OF RECORD OWNER n/a

STATE CORPORATION COMMISSION
(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

RECORD FEE 10.00
POSTAGE 50
252763 0040 REC 7:36
JUL 24 1984

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

Kelly Vending, Inc.
300 Legion Avenue
Annapolis, Maryland

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION-ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

Roger E. Hartsoe
Lucy Hartsoe
HCI, Box 175-R
Locust Grove, Virginia

Name & address of Assignee

RECEIVED FOR RECORD
CIRCUIT COURT
1984 JUL 24 PM 2:53
E. AUBREY COLLISON
CLERK

Date of maturity if less than five years
June 1, 1989

Check if proceeds of collateral are covered

Description of collateral covered by original financing statement

All equipment identified in Exhibit A attached hereto, and all proceeds of such collateral.

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

10-00
50

Kelly Vending, Inc.

By: *Robert Sauls* 5-30-84

Signature of Debtor if applicable (Date)
Robert Sauls, President

Signature of Secured Party if applicable (Date)

EXHIBIT A

THOMAS H. DAMERON, ATTORNEY AT LAW, 429 NORTH SAINT ASAPH STREET, ALEXANDRIA, VIRGINIA 22314

| | | |
|---|-------------------------------------|------------|
| 1 | National Candy | CC 112283 |
| 1 | Vendo Can Drink | 1HF 029669 |
| 1 | Vendo Can Drink | 1HF 029671 |
| 1 | Automatic Products Snackshop II | F 28391 |
| 1 | Rowe Bell Billchanger | 20346 |
| 1 | Rowe Food 447C | 447 13161 |
| 1 | Litton Microwave Oven | 8513 |
| 1 | LaCrosse Can Drink | 1C357380 |
| 1 | Snackshop H000 (Automatic Products) | FF44752 |
| 1 | Rowe BC11 Billchanger | 20240 |
| 1 | RMI LG Coffee | 73343 |
| 1 | Rowe Food 447C | 447 13217 |
| 1 | Litton Microwave | 8808 |
| 1 | Rowe Victor Can Drink | A 402188 |
| 1 | AP Snackshop 5000 | FFM 1088 |
| 1 | Choice Vend Can Drink | X 39672 |
| 1 | Fawn Snack Mart | 229836 |
| 1 | Fawn Coffee | 233585 |
| 1 | Rowe Cigarette | 160-62453 |
| 1 | Choice Vend Can Drink | 289008 |
| 1 | Vendo Snack Mart | OPC 136721 |
| 1 | Vendo Snack Mart | ORC 137067 |
| 1 | Rowe 447C Food | no number |
| 1 | Amana Microwave | RS7 |
| 1 | Vendo Snack Mart | OQC136965 |
| 1 | Vendo HB8 Coffee | 4NK 2747 |
| 1 | National Candy | CMI 4223 |
| 1 | Vendo Can Drink | OBF 030350 |
| 1 | Vendo Snack Mart | ONC 136366 |
| 1 | Cornelious Can Drink | A 52393 |
| 1 | AP Snackshop 4000 | FF 8915 |
| 1 | Choice Vend Can Drink | 188206 |
| 1 | National Candy | CM 19968 |
| 1 | Vendo HB9 Coffee | 1BC004679 |
| 1 | AP Snackshop 5000 | FF 7726 |
| 1 | Vendo Can Drink | OPF 002984 |
| 1 | Vendo Snack Mart | OQC 136967 |
| 1 | Vendo HB8 Coffee | 3KK 002008 |
| 1 | Rowe BC11 Billchanger | 19338 |
| 1 | National Cigarette 222 | 982123 |
| 1 | National Hot Can Food 72" | 70424 |
| 1 | Vendo Visi Vend Food | 5TK 007563 |
| 1 | Litton Microwave Oven | 8536 |
| 1 | LaCrosse Can Drink | LC 357387 |
| 1 | Rowe Snack Mart | 492 02320 |
| 1 | RMI 1435 FD Coffee | 76420 |
| 1 | National Cigarette | 22M 13721 |
| 1 | Rowe BC111 Billchanger | 16483 |
| 1 | National Candy | CM 14198 |
| 1 | Vendo Can Drink | OPF 002953 |
| 1 | Choice Vend Valve Vend Drink | 102856 |
| 1 | Cornelious Can Drink | A52393 |
| 1 | AP Snackshop 4000 | FF 7724 |
| 1 | Seeburg Cup Drink | 1685872 |
| 1 | Vendo HB9 Coffee | OPC 003790 |
| 1 | National Cigarettes 800 | 1019173 |
| 1 | Choice Vend Can Drink | 300816 |
| 1 | Litton Microwave | no number |
| 1 | Vendo Can Drink V256 | 3MK005900 |
| 1 | LaCrosse Can Drink | 359582 |
| 1 | AP Snackshop | FF 1855 |
| 1 | Vendo Can Drink | 9RF029906 |
| 1 | AP Snackshop | FM 9279 |
| 1 | National Candy | CM 23357 |
| 1 | National Candy | CM 19768 |

D Brian Costello
429 N Saint Asaph St
 Mailed to Alex. Va 22314

EXHIBIT A contd.

| | | |
|---|------------------------|----------|
| 1 | Cornelious Drink | 44150 |
| 1 | National Pastrie | CM 16032 |
| 1 | National Candy | CM 11688 |
| 1 | National Cigarette 222 | 301 8022 |
| 1 | National Snack | CM 11076 |
| 1 | Mini Mart Candy | |
| 1 | National Snack | |
| 1 | Fawn Coffee | |
| 1 | Litton Microwave | |
| 1 | Mini Mart Candy | |
| 1 | Mini Mart Candy | |
| 1 | Vendo HB7 Coffee | |

FINANCING STATEMENT - FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated May 29, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Earl Craig Deans
Address 873 New London Harbor, Pasadena, Md 21122

2. SECURED PARTY

Name Entre Computer Center Assigned to Finance America
Address 7027 Security Blvd. Baltimore, Md 21207 7008 Security Blvd. Baltimore, Md 21207

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Compaq Dual Disk, 256 K Ram Computer
1 Async Port. Card
1 Nylon Carrying Case for the Compaq

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 11.00
#23501 0040 R01 T14:30
JUL 24 84

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

[Signature]
(Signature of Debtor)

Earl Craig Deans
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
Mark L. Parr, Manager Finance America

[Signature]
(Signature of Secured Party)

Jack M. Bowser Entre Computer Center
Type or Print Above Name on Above Line

THE ABOVE FINANCING STATEMENT IS NOT SUBJECT TO RECORDATION TO BE
RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY.

1984 JUL 24 PM 2:53

E. AUBREY COLLISON
CLERK

11.00

Mailed to Secured Party

AA
10/29

BOOK 475 PAGE 143

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 232366

RECORDED IN LIBER 424 FOLIO 596 ON 4/30/80 (DATE)

1. DEBTOR

Name James C. & Darlene Allison, Jr.

Address Rt. 2 Box 252 Riverdale Rd., Severna Park, MD 21146

2. SECURED PARTY

Name Security Pacific Finance Corp. formerly American Finance Corp.

Address 7310 Ritchie Hwy. Ste. 404, Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

| | |
|---|--|
| <p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other: <u>Termination</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p> |

RECORD FEE 10.00
POSTAGE .50
#23499 0040 R01 T14:29
JUL 24 84

WETZ

10.00
.50

Dated 5/14/84

Bill Merchant

(Signature of Secured Party)

Bill Merchant

Type or Print Above Name on Above Line

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1984 JUL 24 PM 2:53
E. AUBREY COLLISON
CLERK

STATE OF MARYLAND

BOOK 475 PAGE 144

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 244351

RECORDED IN LIBER 454 FOLIO 248 ON 9/22/82 (DATE)

1. DEBTOR

Name Forensic Techn. Int. Corp.
Address 107 Ridgely Ave., Annapolis, MD 21401

2. SECURED PARTY

Name L-J Leasing Company
Address 600 Reisterstown Road
P.O. Box 21472
Balto., Md. 21208

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

| | |
|--|---|
| <p><input type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p><input type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p><input type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p><input checked="" type="checkbox"/> D. Other: (Indicate whether amendment, termination, etc.) Termination</p> |

RECORD FEE 10.00
POSTAGE .50
#23498 0040 R01 T14:28
JUL 24 84



Dated 5/31/84

F. Jed
(Signature of Secured Party)
F. Jed

Type or Print Above Name on Above Line

10.00
.50

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 JUL 24 PM 2:53

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

STATE OF MARYLAND

BOOK 475 PAGE 145

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 602706

1. DEBTOR

Name Matlack, Inc.
Address 10 West Baltimore Avenue, Lansdowne, PA 19050

2. SECURED PARTY

Name Citicorp Industrial Credit, Inc.
Address 560 Sylvan Ave., Englewood Cliffs, NJ 07632

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Schedule A attached hereto and made a part hereof.

Equipment Location: 4801 Belle Grove Rd.
Baltimore, MD 21225
Assignee: General Foods Credit Corporation
c/o Citicorp Industrial Credit, Inc.
560 Sylvan Ave.
Englewood Cliffs, NJ 07632

RECORD FEE 13.00
#23475 D040 R01 T14:26
JUL 21 1984

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)
Matlack, Inc.

T. Moore
(Signature of Debtor)

T. Moore, V.P. Controller

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party
Citicorp Industrial Credit, Inc

Patricia Jones C.O.
(Signature of Secured Party)

Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT, ... COUNTY

1984 JUL 24 PM 2:52

E. AUBREY COLLISON
CLERK

13.00

Schedule A to UCC-1 between Matlack, Inc. as Debtor; Citicorp Industrial Credit, Inc. as Secured Party and General Foods Credit Corporation as Assignee.

The equipment is subject to a Motor Vehicle Lease Agreement dated March 28, 1984 between Secured Party and Debtor and subject to a Master Lease between Secured Party and Assignee.

30-1984 Freightliner Conventional Tractors with tires Model No. FLC12064T, with the following serial numbers:

1FUPYCYB8EP229175
1FUPYCYBXP229176
1FUPYCYB1EP229177
1FUPYCYB3EP229178
1FUPYCYB5EP229179
1FUPYCYB1EP229180
1FUPYCYB3EP229181
1FUPYCYB5EP229182
1FUPYCYB7EP229183
1FUPYCYB9EP229184
1FUPYCYB0EP229185
1FUPYCYB2EP229186
1FUPYCYB4EP229187
1FUPYCYB6EP229188
1FUPYCYB8EP229189

1FUPYCYB4EP229190
1FUPYCYB6EP229191
1FUPYCYB8EP229192
1FUPYCYBXP229193
1FUPYCYB1EP229194
1FUPYCYB3EP229195
1FUPYCYB5EP229196
1FUPYCYB7EP229197
1FUPYCYB9EP229198
1FUPYCYB0EP229199
1FUPYCYB3EP229200
1FUPYCYB5EP229201
1FUPYCYB7EP229202
1FUPYCYB9EP229203
1FUPYCYB0EP229204

Tractors to be equipped with Roger Pump, Air Unloading System, Betts Flap Brackets, Konnetta Quarter Fenders, 20 B.C. Fire Extinguisher, Permit Holder, Reflector Kit and Company Door Decals and Numbers.

49-1984 Mack Conventional Tractors with Tires Model No. R686ST, with the following serial numbers:

1M2N179Y8EA087230
1M2N179Y5EA087251
1M2N179Y7EA087252
1M2N179Y4EA087273
1M2N179YXE087309
1M2N179Y6EA087310
1M2N179Y1EA087313
1M2N179Y4EA087323
1M2N179Y6EA087324
1M2N179Y1EA087327
1M2N179Y3EA087328
1M2N179Y7EA087333
1M2N179Y0EA087335
1M2N179Y8EA087339

1M2N179Y0EA087318
1M2N179Y9EA087320
1M2N179Y2EA087286
1M2N179Y9EA087236
1M2N179Y9EA087270
1M2N179Y1EA087277
1M2N179Y0EA087304
1M2N179YXEA087312
1M2N179Y5EA087329
1M2N179Y1EA087330
1M2N179Y3EA087331
1M2N179Y5EA087332
1M2N179Y2EA087336
1M2N179Y4EA087340

Matlack, Inc.
Robert H. H. H. President

Schedule A UCC-1
Page 2 of 2

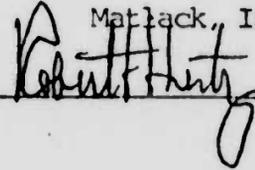
BOOK 475 PAGE 147

1M2N179Y8EA087261
1M2N179Y0EA087285
1M2N179Y5EA087301
1M2N179Y2EA087269
1M2N179Y6EA087341
1M2N179Y9EA087253
1M2N179Y8EA087311
1M2N179Y3EA087233
1M2N179Y5EA087315
1M2N179Y9EA087317

1M2N179YXEA087343
1M1N179Y2EA088409
1M1N179Y0EA088408
1M1N179Y9EA088407
1M1N179Y7EA088406
1M1N179Y5EA088405
1M1N179Y3EA088404
1M1N179Y1EA088403
1M1N179YXEA088402
1M1N179Y8EA088401
1M1N179Y6EA088400

Tractors to be equipped with Roger Pump, Air Unloading System, Betts Flap Brackets, Konnetta Quarter Fenders, 20 B.C. Fire Extinguisher, Permit Holder, Reflector Kit and Company Decals and Numbers. This equipment attached hereto together with all attachments, substitutions, accessions or replacements all as may be now owned or hereafter acquired, together with all products and proceeds of the foregoing including proceeds of insurance, (and Debtor's right, title and interest in and to any and all leases of such equipment, as may be entered into by Debtor and third parties including but not limited to the right to receive rents and any other payments due or to become due under such leases).

Matlack, Inc.



President

STATE OF MARYLAND

BOOK 475 PAGE 148

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

252707

Name District Wholesale Merchandising Inc.
Address 2605 Cabover Drive

2. SECURED PARTY

Name Chase Commercial Corp. AT & T Unit
Address 560 Sylvan Avenue, Englewood Cliffs
New Jersey 07632

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list) Com Key 416

RECORD FEE 11.00
#23496 0040 R01 T14:26
JUL 24 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Marc S. Monroe

(Signature of Debtor)

MARC S. MONROE

Type or Print Above Name on Above Line

11.00

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 JUL 24 PM 2:52

E. AUBREY COLLISON
CLERK

(Signature of Secured Party)

Type or Print Above Signature on Above Line

To: State Corporation Commission
 Clerk of the Anne Arundel Court,
 File in ~~Land Records~~ - Cross reference to Public Records Financing
 Please file this Financing Statement pursuant to the Uniform Commercial Code. Kindly send up a receipt as evidence of filing indicating the File Number thereon. Filing fee attached.
 SEARS, ROEBUCK AND CO.

File No. BOOK 475 PAGE 149
 Subject to Recordation Tax:
 Yes _____ No X
252703

Name of Debtor JACK W. MCWATTERS Complete Address of Debtor 7910 TOWER COURT RD SEVERN, MD 21144

Secured Party SEARS, ROEBUCK AND CO Unit address Sears, Roebuck & Co. Rockville Credit Central # 8302

This Financing Statement covers the following property: 5520 Randolph Road Rockville, MD 20850

Full description of merchandise and services:
IBM XT 21011 (SERIAL # 5175690) 2 - MEMORY 64K 21046, color card 21084, color monitor 21305 (SERIAL # 0164678) PRINTER CARD 21081, PRINTER CARD 21552, DISKS, 12 MONTH SERVICE CARD-IN

RECORD FEE 11.00
 POSTAGE .50
 923490 C040 R01 T14:22
 JUL 24 84

Mailed to Secured Party

Total Cash price \$ 6538.12
 Finance Charges if any \$ -
 Total Secured Amount \$ 6538.12

Proceeds and products of the above collateral and any returned or repossessed goods are also covered.

(If collateral is goods which are or are to become fixtures)
 The above described goods are affixed or to be affixed to (describe real estate and give names of owners of record):
 Name Jack W. McWatters Name _____
 BIK.# _____ LOT# _____ Address 7910 Tower Court Rd. Severn, Md 21144

(If collateral is crops)
 The above listed crops are growing or are to be grown on (describe real estate and give names of owners of record):

Signature of Debtor
 1. Signature Jack W. McWatters
 print above name JACK W. McWATTERS
 2. Signature Jack W. McWatters
 print above name _____

Signature of Secured Party
 SEARS, ROEBUCK AND CO.
 By L. Janashek
 Title Credit Sales Manager L. Janashek

RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY
 1984 JUL 24 PM 2:52
 E. AUBREY COLLISON
 CLERK

Top Copy - Office Second Copy - Office Third Copy - Customer (Original Signature on #1 and #2 Copy)

11.50

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**
and/or its Parent, Affiliates or Subsidiaries

FILING OFFICER NOTICE:

PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

ADDRESS: 7164 E FURNACE BR RD
CITY & STATE: GLEN BURNIE, MD 21061

| | | | |
|--|--|----------------------------------|-----|
| DEBTOR(S) (AND ADDRESSES) | | DATE OF THIS FINANCING STATEMENT | |
| JOSEPH F ALTHOFF 6906 GLEN RIDGE CIR GLEN BURNIE MD 21061 | | 04-30-84 | |
| | | ACCOUNT NO. | TAB |
| | | 890609161 | 61 |

9606

Filed with: clerk of crt anneAPUNDEL CO

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**

(a) If described, Motor Vehicles as follows:

| YEAR MODEL | MAKE | BODY TYPE | MODEL NO. OR LETTER | SERIAL NUMBER | MOTOR NUMBER | NUMBER CYL |
|------------|------|-----------|---------------------|---------------|--------------|------------|
| | | | | | | |
| | | | | | | |

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY
1984 JUL 24 PM 2:52
E. AUBREY COLLISON
CLERK

RECORD FEE 11.00
RECORD TAX 24.50
POSTAGE .50
#23488 0040 R01 114719
JUL 24 84

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.
FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS

\$ 3772.35

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)
BY Connie Bridgeman
CONNIE BRIDGEMAN TITLE ADM ASST
ORIGINAL - FILING OFFICER COPY

Joseph F. Althoff
JOSEPH F ALTHOFF DEBTOR

DEBTOR

19-1209 (REV. 11-80)

Mailed to Secured Party

11.00
24.50
50

11.00
24.50
50

STATE OF MARYLAND

BOOK 475 PAGE 151

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2523.40

If this statement is to be recorded in land records check here.

This financing statement Dated 6/7/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

252770

Name Albert C. & Lena Stanton

Address 21 Washington Drive, Annapolis, Mdf. 21401

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING, INC

Address 8 E. Fayette Street Baltimore, Md. 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 6/7/87

4. This financing statement covers the following types (or items) of property: (list)

1 living room set/1 dining room set/1 fridge/1washer & dryer/
1 kitchen set/3 bedroom sets/1 denset/ 1 desk/1 radio/3 TV sets/

RECORD FEE 12.00
RECORD TAX 17.50
POSTAGE .50
#23480 0040 R01 T14:11
JUL 24 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Albert C. Stanton
(Signature of Debtor)

Albert Stanton
Type or Print Above Name on Above Line

Lena Stanton
(Signature of Debtor)

Lena Stanton
Type or Print Above Signature on Above Line

Sal Arlia
(Signature of Secured Party)

Sal Arlia
Type or Print Above Signature on Above Line

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT: A.A. COUNTY 6
1984 JUL 24 PM 2:51
E. AUBREY COLLISON
CLERK

12.00
17.50
.50

252771

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trapp, Elwood Grover, Jr.
Address 627 Hammonds Ferry Road, Linthicum, Maryland 21090

2. SECURED PARTY

Name Credit Alliance Corporation
Address P.O. Box 1680, 500 DiGiulian Blvd., Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1984 JUL 24 PM 2:51

E. AUBREY COLLISON
CLERK

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Trapp, Jr., Elwood Grover

Elwood Grover Trapp, Jr.
(Signature of Debtor)

Elwood Grover Trapp, Jr.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

RECORD FEE 17.00
POSTAGE 50
252771 0340 8011441.0
JUL 24 84

Credit Alliance Corporation

Larry F. Kimmel
(Signature of Secured Party)

Larry F. Kimmel, Operations Mgr.
Type or Print Above Signature on Above Line

17.00
.50

—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELSTHIS MORTGAGE made the 5th day of June, 1984 by and between**Elwood Grover Trapp, Jr., having his principal place of business at
627 Hammonds Ferry Road, Linthicum, Maryland 21090**"Mortgagor", and Credit Alliance Corporation "Mortgagee".

WITNESSETH

1. To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever. PROVIDED, however, that if Mortgagor shall fully timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage, the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee); and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description. Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personalty and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage, Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C-A Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

banks' prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of .30% for each .25% change in the prime rate, however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee wills to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed; and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns; and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid Balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST:

Elwood Grover Trapp, Jr. (Seal)
Mortgagor

By *Elwood Grover Trapp, Jr.* (Title)

Secretary

STATE OF MARYLAND
COUNTY OF ANNE ARUNDEL

SS

Elwood Grover Trapp, Jr.

being duly sworn, deposes and says:

1. He is the **Owner** of (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage
2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
3. Mortgagor is solvent and justly indebted to **Credit Alliance Corporation** (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this 5th

day of June, 19 84

Elwood Grover Trapp, Jr.

Wells B. Matusky
NOTARY PUBLIC

STATE OF Maryland COUNTY OF Anne Arundel SS.

I, Wells B. Matusky, a Notary Public duly qualified in and for said County and State, do hereby certify that on this 5th day of June, 19 84, in (Place) Linthicum, A. A. County in said County, before me personally appeared Elwood Grover Trapp, Jr. to me personally well known

| | | |
|--|--|---|
| <p>(For Individual) as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.</p> | <p>(For Partnership) and known as and to be a member of the partnership of _____ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.</p> | <p>(For Corporation) to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the _____ of _____ who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument; that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at _____ that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.</p> |
|--|--|---|

Given under and witness my hand and official seal the day and year in this certificate first above written

(Notarial Seal)

NOTARY PUBLIC

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated JUNE 5 1984 between the undersigned.

| QUANTITY | DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used") | YEAR & MODEL | SERIAL NO. |
|----------|--|--------------|-------------------|
| One (1) | 1980 Freightliner FLC12064 Dump Truck with R & S 14' Steel Dump Body | | S/N CB413HP181499 |

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

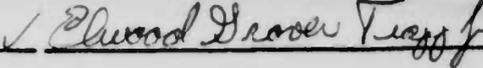
Seller, Mortgagee or Lessor:

Purchaser, Mortgagor or Lessee:

Credit Alliance Corporation

Elwood Grover Trapp, Jr.

By: 

By: 

A/C# 00821-7
A.A.Co

BOOK 475 156

252772

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name The James Gibbons Company
Address 10784 Aider Avenue, Annapolis Junction, MD 20701

2. SECURED PARTY

Name Credit Alliance Corporation
Address P.O. Box 1680, 500 DiGiulian Blvd., Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

RECORD FEE 17.00
POSTAGE 50
425475 0040 201 14:02
JUL 24 84

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1984 JUL 24 PM 2:51
E. AUBREY COLLISON
CLERK

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

The James Gibbons Company
(Signature of Debtor)

Gerald Przybela
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation

(Signature of Secured Party)

Larry F. Kimmel, Operations Mgr.
Type or Print Above Signature on Above Line

Mailed to Secured Party

17.00
50

—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELSTHIS MORTGAGE made the 1st day of June, 1984 by and between**The James Gibbons Company, having its principal place of business at
10784 Aider Avenue, Annapolis Junction, Maryland 20701**"Mortgagor", and Credit Alliance Corporation

"Mortgagee".

WITNESSETH

1. To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever, PROVIDED, however, that if Mortgagor shall fully timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage; the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee); and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description, Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personally and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage; Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross claim which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C-A Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale; Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied, without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

banks' prime money rate in effect on the date of Mortgagee's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of .30% for each .25% change in the prime rate, however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee wills to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns; and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST:

William P. Miller
Secretary

The James Gibbons Company (Seal)
Mortgagor
By *Paul H. [Signature]*
(Title)

STATE OF **MARYLAND**
COUNTY OF **HOWARD** } SS

being duly sworn, deposes and says

of **The James Gibbons Company**

1. He is the (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage
2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
3. Mortgagor is solvent and justly indebted to **Credit Alliance Corporation** (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this _____ day of _____, 19____

Paul H. [Signature]

NOTARY PUBLIC

STATE OF _____ COUNTY OF _____ SS
I, _____ a Notary Public duly qualified in and for said County and State, do hereby certify that on this _____ day of _____, 19____, in (Place) _____ in said County before me personally appeared _____ to me personally well known

| | | |
|--|--|---|
| <p>(For Individual) as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.</p> | <p>(For Partnership) and known as and to be a member of the partnership of _____ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.</p> | <p>(For Corporation) to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the _____ of _____ who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument; that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at _____ that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.</p> |
|--|--|---|

Given under and witness my hand and official seal the day and year in this certificate first above written
NOTARY PUBLIC

(Notarial Seal)

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated June 1 1984 between the under-
signed.

| QUANTITY | DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used") | YEAR & MODEL | SERIAL NO. |
|----------|--|--------------|------------|
| One (1) | USED MACK | 1970-U685T | 3490 |

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Purchaser, Mortgagor or Lessee:

Credit Alliance Corporation

The James Gibbons Company

By: [Signature]

By: [Signature]

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252773

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name G & K Landscape, Inc.
Address 135 Batard Road, Lothian, Maryland 20711

SECURED PARTY

Name Baldwin Service Center, Inc.
Address Defense Highway, 450 & 178, Annapolis, Maryland 21401
Credit Alliance Corporation, P.O. Box 1680, Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

ASSIGNEE OF SECURED PARTY

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, Maryland 21061

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

G & K Landscape, Inc.

Dennis Kates, Pres
(Signature of Debtor)

Dennis Kates, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Baldwin Service Center, Inc.

Rhonda L. Baldwin, Pres.
(Signature of Secured Party)

Rhonda L. Baldwin, President

Type or Print Above Signature on Above Line

Mailed to Secured Party

POSTAGE
RESERVED FEE \$0.50
R01 1710008
JUL 24 84

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1984 JUL 24 PM 2:51
E. AUBREY COLLISON
CLERK

17.00
50

ASSIGNMENT

BOOK 475 PAGE 161

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract")

dated June 4, 1984, between Baldwin Service Center, Inc., as Seller/Lessor/Mortgagee,

and G & K Landscape, Inc., 135 Batard Road, Lothian, Maryland 20711

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described, and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the property described therein and good right to sell, lease and transfer the same; it is a valid obligation arising out of the instalment sale or lease or mortgage of the property described therein to the Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; it reserves a valid, free and clear title to or creates an encumbrance and first lien upon such property; it and the property described therein are and will continue to be free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all statements made and unpaid balances shown therein are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it will be paid and performed according to the terms thereof, and it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, leases, loans, chattel mortgages and instalment paper; it has been properly filed or recorded, and will be re-filed or re-recorded where necessary, without cost to CREDIT; the property described therein has been delivered, accepted and installed, will be satisfactorily maintained and protected and will operate to the satisfaction of the Obligor; and there is still unpaid and owing thereon the sum total of the unmatured instalments stipulated in and evidenced by said contract the payment of which will be made by us if not paid by the Obligor, together with interest, attorneys' fees, court costs and other expenses in connection therewith. We further represent, warrant and agree that CREDIT has and will at all times continue to have a valid and enforceable first lien on the property described in said contract; that CREDIT may in our name endorse any notes or any other obligations given in connection with said contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, or to compromise or adjust any and all rights against and grant extensions of time of payment to the Obligor or any other persons obligated on said contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement between us and CREDIT, if any, applicable to the purchase of paper as defined therein, by CREDIT from us, are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to any notes or any other obligations given in connection with said contract. In addition to the foregoing it is agreed that we shall be fully liable for payment of all of Obligor's obligations under the contract in the event Obligor fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property described in the contract, and/or if CREDIT is unable to promptly retake possession of the property described in the contract free and clear of any other liens and encumbrances in the event of a default under the contract.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is

\$ 41,679.36

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 4th day of June, 1984

Baldwin Service Center, Inc. (Seal)
(Seller/Lessor/Mortgagee)

By: Rhoda A. Baldwin, Pres.

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CONDITIONAL SALE CONTRACT NOTE

BOOK 475 PAGE 162

TO: Baldwin Service Center, Inc. FROM: G & K Landscape, Inc.
Defense Highway, 450 & 178, Annapolis, MD 21401 135 Batard Road, Lothian, MD 20711

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):
One (1) 1984 JCD1550 Backhoe w/extendable hoe with ROPs Canopy, S/N 304177
Without limiting any of the terms and conditions of the above-mentioned Conditional Sale Contract Note, Buyer grants to Holder a Security Interest in goods, inventory and equipment including but not limited to the following:
One (1) Massey Ferguson Diesel Wheel Tractor Model 235, S/N 9A233106

(1) TIME SALES PRICE \$ 53,179.36
(2) Less DOWN PAYMENT IN CASH \$ -0-
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ 11,500.00
(4) CONTRACT PRICE (Time Balance) \$ 41,679.36

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:
135 Batard Road, Lothian, MD 20711

Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Forty one thousand six hundred seventy nine dollars and 36/100*

being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 5th day of July, 19 84, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$ 868.32 and the final installment being in the amount of \$ 868.32

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: June 4, 19 84

BUYER(S)-MAKERS(S):

Accepted Baldwin Service Center, Inc. (SEAL)

G & K Landscape, Inc. (SEAL)

By: [Signature] (Witness as to Buyer's and Co-Maker's Signature)

By: [Signature] (Print Name of Co-Buyer-Maker Here) (SEAL)

(Witness as to Buyer's and Co-Maker's Signature)

(Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

By:

CLERK'S NOTATION

Document submitted for record in a condition not permitting satisfactory photographic reproduction.

(See Instructions on Reverse Side of Last Page)

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ORIGINAL FOR FILING - NON - NEGOTIABLE

BOOK 475 PAGE 163

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____(L.S.) _____(L.S.)
(Guarantor-Endorser) (Guarantor-Endorser)
_____(L.S.) _____(L.S.)
(Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewal thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19 _____ (SEAL)

(Witness) By: _____
(Signature: Title of Officer, "Partner" or "Proprietor") } Signature of Seller

STATE OF MARYLAND

252774

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Strohecker, Inc.
Address 1230 Cronson Blvd., Crofton, Maryland 21114

2. SECURED PARTY

Name Alban Tractor Co., Inc.
Address P.O. Box 9595, Baltimore, Maryland 21237

Credit Alliance Corporation, P.O. Box 1680, Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

ASSIGNEE OF SECURED PARTY

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

Mailed to: _____

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Strohecker, Inc.
J.R. Strohecker Pres
(Signature of Debtor)

J.R. Strohecker, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Alban Tractor Co., Inc.

Mark N. Welsh
(Signature of Secured Party)

Mark N. Welsh
Type or Print Above Signature on Above Line

RECORDING FEE 17500
#23475 D040 R01 114:07
JUL 24 84

Mailed to Secured Party

17.00
50

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1984 JUL 24 PM 2:51
E. AUBREY COLLISON
CLERK

BOOK 475 PAGE 165

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated June 1, 1984

between Alban Tractor Co., Inc. as Seller/Lessor/Mortgagee and Strohecker, Inc., 1230 Cronson Blvd., Crofton, Maryland 21114 (Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 113,752.80

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 1st day of June, 1984
Alban Tractor Co., Inc. (SEAL)
(Seller/Lessor/Mortgagee)

By [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CONDITIONAL SALE CONTRACT NOTE

BOOK 475 PAGE 166

TO: Alban Tractor Co., Inc.

FROM: Strohacker, Inc.

P.O. Box 9595, Baltimore, MD 21237

1230 Cronson Blvd., Crofton, MD 21114

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):
One (1) Caterpillar Model 953 Crawler Loader, S/N 5200614.
Without limiting any of the terms and conditions of the above-mentioned Conditional Sale Contract Note, Buyer grants to Holder a Security Interest in goods, inventory and equipment including but not limited to the following:
One (1) Used 1974 Mack Model DM586SX Tractor, S/N DM586SX1193

| | |
|--|----------------------|
| (1) TIME SALES PRICE | \$ <u>128,752.80</u> |
| (2) Less DOWN PAYMENT IN CASH | \$ <u>15,000.00</u> |
| (3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ | <u>-0-</u> |
| (4) CONTRACT PRICE (Time Balance) | \$ <u>113,752.80</u> |

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 1230 Cronson Blvd., Crofton, MD 21114
Record Owner of Real Estate: _____

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of One hundred thirteen thousand seven hundred fifty two dollars and 80/100 Dollars (\$ 113,752.80)

being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 15 day of July, 19 84, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$ 2,369.85 and the final installment being in the amount of \$ 2,369.85

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE
BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: June 1 19 84

BUYER(S)-MAKERS(S):

Accepted Alban Tractor Co., Inc. (SEAL)

Strohacker, Inc. (SEAL)

By: [Signature]
(Witness as to Buyer's and Co-Maker's Signature)

By: [Signature]
Co-Buyer-Maker: _____ (SEAL)
(Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

By: _____

This instrument prepared by _____

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law; (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

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GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

| | |
|----------------------|----------------------|
| _____ (L.S.) | _____ (L.S.) |
| (Guarantor-Endorser) | (Guarantor-Endorser) |
| _____ (L.S.) | _____ (L.S.) |
| (Guarantor-Endorser) | (Guarantor-Endorser) |

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

| | | |
|-----------------------|--|-----------------------|
| Date: _____, 19 _____ | _____ (SEAL) (Corporate, Partnership or Trade Name or Individual Signature) | } Signature of Seller |
| (Witness) | By: _____ (Signature: Title of Officer, "Partner" or "Proprietor") | |

BOOK 475 PAGE 167

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity Date (if any):

| | | |
|--|--|---|
| 1. Debtor(s) (Last Name First) and address(es) Becker, Mark H. Becker, Joye E. 1137 Little Magothy View Annapolis, Maryland 21401 | 2. Secured Party(ies) and address(es) CentraBank 201 North Charles Street Baltimore, Maryland 21201 | For Filing Officer (Date, Time, Number, and Filing Office) |
| 4. This financing statement covers the following types (or items) of property: 1984 Seidelmann 30' <i>HULL # XFR 30088 1184 J</i> Conditional Sales Contract-Exempt from Recording Tax. | | 5. Assignee(s) of Secured Party and Address(es) RECORD FEE 12.00 POSTAGE .50 #23474 0040 001 113:59 JUL 24 84 |

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered; Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

By: Mark Becker Joyce E. Becker CentraBank
 Mark Becker Signature(s) of Debtor(s) Joyce E. Becker Signature(s) of Secured Party(ies) William Scott V.P.

(1) Filing Officer Copy - Alphabetical 12.00 STANDARD FORM - FORM UCC-1.

12.00

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 JUL 24 PM 2:50

E. AUBREY COLLISON
CLERK

STATE OF MARYLAND

BOOK 475 PAGE 109

A

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated MAY 7, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

252776

1. DEBTOR

Name DIANE V NELSON

Address 57 COLLEGE CREEK TERRACE, ANNAPOLIS, MD, 21401

2. SECURED PARTY

Name NORWEST FINANCIAL MARYLAND INC

Address 2020 D WEST ST
ANNAPOLIS, MD, 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) MAY 7, 1987

4. This financing statement covers the following types (or items) of property: (list)

1 Color Television, 1 Kenmore Refrigerator, 1 General Electric Freezer,
1 Vacuum Cleaner, 1 Living Room Set, 1 Bedroom Set, 1 Dining Room Set

RECORD FEE 11.00
POSTAGE .50
#23464 0040 R01 713:44
JUL 24 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT I. & C. COUNTY
1984 JUL 24 PM 2:50
E. AUBREY COLLISON
CLERK

DIANE V NELSON
(Signature of Debtor)

DIANE V NELSON

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Glenn F. Focht
(Signature of Secured Party)

GLENN F FOCHT

Type or Print Above Signature on Above Line

11.00
.50

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 475-170
Identifying File No. A

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated MAY 3, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 250777

1. DEBTOR

Name EUGENE SLOCUM
Address 40 PLEASANT ST. ANNAPOLIS, MD, 21401

2. SECURED PARTY

Name NORTHWEST FINANCIAL MARYLAND
Address 2020 D WEST ST
ANNAPOLIS, MD, 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) MAY 3, 1987

4. This financing statement covers the following types (or items) of property: (list)

1 Black and White Television, 1 Stereo, 1 Vacuum Cleaner, 1 Bedroom Set

RECORD FEE 11.00
POSTAGE .50
#23465 C040 R01 T13:45
JUL 24 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Eugene Slocum
(Signature of Debtor)
EUGENE SLOCUM

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1984 JUL 24 PM 2:50
E. AUBREY COLLISON
CLERK

Glenn F. Focht
(Signature of Secured Party)

GLENN F FOCHT

Type or Print Above Signature on Above Line

11.00
.50

STATE OF MARYLAND

BOOK 475 PAGE 171

A

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated MAY 10, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

252773

Name MAURICE R RAWLINGS

Address 1110 RIVERBENT CT, ANNAPOLIS, MD, 21401

2. SECURED PARTY

Name NORWEST FINANCIAL MARYLAND INC

Address 2020 D WEST ST

ANNAPOLIS, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORDED FEE 11.00
POSTAGE .50
JUL 24 84

3. Maturity date of obligation (if any) MAY 10, 1986

4. This financing statement covers the following types (or items) of property: (list)

- 2 Color Televisions, 1 Stereo, 1 General Electric Washer,
- 1 General Electric Dryer, 1 General Electric Dishwasher,
- 1 Microwave Oven, 1 General Electric Refrigerator, 1 Stove,
- 2 Singer Sewing Machines, 1 Vacuum Cleaner, 1 Living Room Set,
- 1 Bedroom Set, 1 Dining Room Set.

RECORDED FEE 11.00
POSTAGE .50
JUL 24 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Maurice Rawlings
(Signature of Debtor)

MAURICE RAWLINGS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT...A. COUNTY

1984 JUL 24 PM 2:50

E. AUBREY COLLISON
CLERK

Glenn F. Foicht
(Signature of Secured Party)

GLENN F FOCHT

Type or Print Above Signature on Above Line

11.00
50

A

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated MAY 1, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

250779

1. DEBTOR

Name FREDERICK L MILLER

Address 7820 SHELLEY RD, GLEN BURNIE, MD, 21051

2. SECURED PARTY

Name WINTER FINANCIAL MARYLAND INC

Address 2020 Q WEST ST

BALTIMORE, MD, 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) MAY 1, 1987

4. This financing statement covers the following types (or items) of property: (list)

1 Color Television, 1 Stereo, 1 Frigidare Washer, 1 Dryer, 1 Dishwasher, 1 Refrigerator, 1 Norge Freezer, 1 Stove, 1 Sewing Machine, 1 Cleaner, 1 Living Room Set, 1 Bedroom Set, 1 Dining Room Set

RECORD FEE 11.00
POSTAGE .50
#23468 0040 R01 113:51
JUL 24 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Frederick L Miller
(Signature of Debtor)

FREDERICK L MILLER
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

11.00
08

Mailed to Secured Party

Glenn F. Foelt
(Signature of Secured Party)

GLENN F FOELT

Type or Print Above Signature on Above Line

RECEIVED FOR RECORDS
CIRCUIT COURT, A.A. COUNTY

1984 JUL 24 PM 2:50

E. AUBREY COLLISON
CLERK

STATE OF MARYLAND

BOOK 475 PAGE 173

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

A

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated MAY 23, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

252700

Name JOHN W PINDELL

Address 7 LEE ST, ANNAPOLIS, MD, 21401

2. SECURED PARTY

Name NORTHWEST FINANCIAL MARYLAND INC

Address 2020 D WEST ST

ANNAPOLIS, MD, 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 Black and White Television, 1 General Electric Refrigerator
- 1 Stove, 1 Vacuum Cleaner, 1 Living Room Set, 1 Bedroom Set,
- 1 Dining Room Set

RECORD FEE 11.00
 POSTAGE .50
 #23469 0040 R01 113:52
 JUL 24 84

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

John W. Pindell Sr
(Signature of Debtor)

JOHN W PINDELL SR
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

11.80
50

Glenn F. Focht
(Signature of Secured Party)

GLENN F FOCHT
Type or Print Above Signature on Above Line

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, ST. CHARLES COUNTY

1984 JUL 24 PM 2:50

E. AUBREY COLLISON
CLERK

STATE OF MARYLAND

BOOK 475 PAGE 174

A

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated APRIL 13, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

252700

1. DEBTOR

Name GEORGE H MANION AND FRANCES MANION
Address BOX 30 GILPINY COVE, FRIENDSHIP, MD, 20758

2. SECURED PARTY

Name NORWEST FINANCIAL MARYLAND INC
Address 2020 D WEST ST
ANNAPOLIS, MD, 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 Color Television, 1 General Electric Refrigerator, 1 General Electric Freezer, 1 Stove, 1 Vacuum Cleaner, 1 Air Conditioner, 1 Living Room Set, 1 Bedroom Set, 1 Dining Room Set

RECORD FEE 12.00
POSTAGE 50
723470 C040 R01 113:55
JUL 24 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1984 JUL 24 PM 2:50
E. AUBREY COLLISON
CLERK

George H. Manion
(Signature of Debtor)

GEORGE H MANION
Type or Print Above Name on Above Line

Frances P Manion
(Signature of Debtor)

FRANCES P MANION
Type or Print Above Signature on Above Line

Glenn F. Focht
(Signature of Secured Party)

GLENN F FOCHT
Type or Print Above Signature on Above Line

12.00
50

STATE OF MARYLAND

BOOK 475 PAGE 175
A

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated APRIL 17, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

252702

Name DOUGLAS PALMER AND LORRAINE PALMER

Address 502 FAIRMONT DR, EDGEWATER, MD, 21037

2. SECURED PARTY

Name NORTWEST FINANCIAL MARYLAND, INC

Address 2020 D WEST ST

ANNAPOLIS, MD, 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 Color Television, 1 Black and White Television, 1 Stereo,
- 1 Whirlpool Washer, 1 Whirlpool Dryer, 1 Maytag Dishwasher
- 1 Whirlpool Refrigerator, 1 Stove, 1 Singer Sewing Machine,
- 1 Vacuum Cleaner, 1 Air Conditioner, 1 Piano, 1 Living Room Set,
- 1 Bedroom Set, 1 Dining Room Set

RECORD FEE 12.00
POSTAGE .50
M23471 0040 R00L 7-84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Douglas J. Palmer
(Signature of Debtor)

DOUGLAS PALMER

Type or Print Above Name on Above Line

Lorraine M. Palmer
(Signature of Debtor)

LORRAINE M PALMER

Type or Print Above Signature on Above Line

12.00

Mailed to Secured Party

Glenn F. Foelt
(Signature of Secured Party)

GLENN F FOELT

Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT, HARRIS COUNTY

1984 JUL 24 PM 2:50

E. AUBREY COLLISON
CLERK

STATE OF MARYLAND

BOOK 475 176

A

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated APRIL 27, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

252703

1. DEBTOR

Name MORRIS M TROTT AND MARY TROTT

Address 1811 LINGWOOD RD, EDGEWATER, MD, 21037

2. SECURED PARTY

Name NERVEST FINANCIAL MARYLAND INC

Address 2020 D WEST ST

ANNAPOLIS MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 Color Television, 1 Stereo, 1 Sears Washer, 1 Sears Dryer,
- 1 General Electric Dishwasher, 1 General Electric Refrigerator,
- 1 General Electric Freezer, 1 Stove, 1 Singer Sewing Machine,
- 1 Vacuum Cleaner, 1 Living Room Set, 1 Bedroom Set, 1 Dining Room Set

RECORD FEE 12.00
 POSTAGE .50
 #23472 0040 #01 113:57
 JUL 24 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Morris M. Trott
 (Signature of Debtor)

MORRIS M TROTT
 Type or Print Above Name on Above Line

Mary Trott
 (Signature of Debtor)

MARY TROTT
 Type or Print Above Signature on Above Line

Mailed to Secured Party

RECEIVED FOR RECORD
 CIRCUIT COURT, S.S. COUNTY

1984 JUL 24 PM 2:50

E. AUBREY COLLISON
 CLERK

Glenn F. Foehl
 (Signature of Secured Party)

GLENN F FOEHL
 Type or Print Above Signature on Above Line

12.00

STATE OF MARYLAND

BOOK 475 PAGE 177

A

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated MAY 3, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

252702

Name RICHARD L WOODSON AND ROSE WOODSON
Address 1828 PINEGRIVE CT, SEVERN, MD, 21144

2. SECURED PARTY

Name NORWEST FINANCIAL MARYLAND
Address 2020 D WEST ST
ANNAPOLIS MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) MAY 3, 1987

4. This financing statement covers the following types (or items) of property: (list)

1 Color Television, 1 Stereo, 1 General Electric Washer, 1 General Electric Dryer, 1 Living Room Set, 1 Bedroom Set, 1 Dining Room Set

RECORD FEE 12.00
POSTAGE 50
1984 JUL 24 0040 R01 JUL 21 1984

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Richard L Woodson
(Signature of Debtor)

RICHARD L WOODSON
Type or Print Above Name on Above Line

Rose Marie Woodson
(Signature of Debtor)

ROSE MARIE WOODSON
Type or Print Above Signature on Above Line

12 00
50

Mailed to Secured Party

Glenn F. Foelt
(Signature of Secured Party)

GLENN F FOELT
Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT, S.A. COUNTY
1984 JUL 24 PM 2:50
E. AUBREY COLLISON
CLERK

475-178

No. NOT USED

7-24-84

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1 Debtor(s) (Last Name First) and address

Fort George Associates
Limited Partnership
T/A Econo Lodge
1630 Annapolis Road
Odenton, MD 21113

2 Secured Party and address

Control Data Business
Centers, Inc.
22 W. Padonia Road,
Suite C-152
Timonium, MD 21093

3 For Filing Officer (Date, Time, Number, and Filing Office)

BOOK 475 PAGE 179
252786

4 This financing statement covers the following types (or items) of personal property:

MANUFACTURER DESCRIPTION SERIAL NO. YEAR

See Attached Schedule A.

5 Name, address of Assignee of Secured Party

RECORD FEE 13.00
POSTAGE .50

#23453 0040 ROL 113-28
JUL 24 84

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional sheets presented:

Filed with

Fort George Associates Limited
Partnership, T/A Econo Lodge

(SIGNATURE OF DEBTOR)

Control Data Business Centers, Inc.

(NAME OF SECURED PARTY)

By:

John W. Sterley, General Partner

(SIGNATURE OF DEBTOR)

By

William C. Benner, Operations Mgr.

(SIGNATURE)

(TITLE)

RETURN TO

Filing Officer Copy—Alphabetical

FORM 1178-F

PRINTED IN U.S.A.

6/67

SCHEDULE A

To be made a part of and attached to a certain Maryland UCC Filing Agreement between Fort George Associates Limited Partnership T/A Econo Lodge as debtor and Control Data Business Centers, Inc. as Secured Party

| <u>QUANTITY</u> | <u>DESCRIPTION</u> |
|-----------------|-----------------------------|
| 1 | SX-200 Basic System |
| 3 | Co Trunk Cards |
| 1 | Common Control Package |
| 1 | Console |
| 1 | Quad Receiver |
| 15 | 8 Station Line Circuits |
| 1 | 2]6 Generic Package |
| 1 | Dart Call Management System |
| 1 | Voice Xpress 4] Telephone |
| | Mitel Telephone System |

The above described equipment is owned by Control Data Business Centers, Inc. and is being leased to Fort George Associates Limited Partnership T/A Econo Lodge. This financing statement is filed to comply with the requirements of the Uniform Commercial Code in the event that notwithstanding the intent of Control Data Business Centers, Inc. and Fort George Associates Limited Partnership T/A Econo Lodge such agreement is determined to be one intended for security and is exempt from recordation tax.

Mailed to Secured Party

13.00
50

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 JUL 24 PM 2:49

E. AUBREY COLLISON
CLERK

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. 249575

RECORDED IN LIBER 467 FOLIO 140 ON Nov, 1, 1983 (DATE)

1. DEBTOR: Name Mary S. McClinton
Address 1736 Old Georgetown Rd. Silver, MD

2. SECURED PARTY: Name Commercial Credit Corporation
Address 53 McKinsey Road
Silver Park, MD 21140

Person and Address To Whom Statement Is To Be Returned If Different From Above.

CHECK FORM OF STATEMENT

| | | |
|---|--|--|
| <p>A. CONTINUATION.....<input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. RELEASE. From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases all or part of the following (described below). Indicate: PARTIAL RELEASE.....<input type="checkbox"/> FULL RELEASE.....<input type="checkbox"/></p> | <p>C. TERMINATION.....<input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.</p> |
| <p>D. ASSIGNMENT.....<input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown in 3 below, Secured Party's rights under the financing statement, bearing the file number shown above in the following property: (describe below)</p> | | <p>E. OTHER.....<input type="checkbox"/> (Such as "amendment"; if amendment, both Debtor and Secured Party must sign)</p> |
| <div style="text-align: right;"> <p>RECORD FEE 10.00 POSTAGE .50 #23449 0040 801 T13422 JUL 24 84</p> </div> | | |

3. Assignee of Secured Party(ies) from which security information obtainable:

Name _____
Address _____

Mailed to Secured Party

Dated 6-5-84

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 JUL 24 PM 2:49

E. AUBREY COLLISON
CLERK

B L Cooper
(Signature of Secured Party)

B L Cooper
Type or Print Above Name on Above Line

10.00
50

AA Copy

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-9
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 217657

RECORDED IN LIBER 385 FOLIO 577 ON 4/24/78 (DATE)

1. DEBTOR

Name David Stockett T/A ⁶² Stockett Excavating

Address Box 107 B Harwood Maryland 22076

2. SECURED PARTY

Name General Electric Credit Corp.

Address 10227 Winco ⁱⁿ Circle Suite 111 Columbia, MD 21044

Person and Address To Whom Statement is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

| | |
|--|---|
| <p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p> |

One Caterpillar 955L Crawler Loader S/N 85J11732
 One 12 ton Herman Tag-a=Long trailer S/N 0872973
 One 15 ton Homemade Low Boy Trailer S/N AC96694MN
 One 28 ft. Trailco dump trailer S/N 4725
 One Chevrolet pickup truck S/N CCY144B105366
 WITH ALL ATTACHMENTS

RECORD FEE 10.00
#23443 0040 R01 713:14
JUL 24 84



General Electric Credit Corp.

Dated 6/5/84

(Signature of Secured Party)

Linda York
Type or Print Above Name on Above Line

Mailed to Secured Party

310791

10-

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1984 JUL 24 PM 2:48
E. AUBREY COLLISON
CLERK

Ann Brund

BOOK 475 PAGE 183

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-9
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 224173

RECORDED IN LIBER 400 FOLIO 469 ON April 11, 1979 (DATE)

1. DEBTOR

Name B. G.'s Crane Service & Equipment Rental, Inc.
Address Old Dorsey Rd., Harmans, MD 21077

2. SECURED PARTY

Name General Electric Credit Corporation
Address 10227 Wincopin Circle #111
Columbia, MD 21044

RECORD FEE 10.00
#23442 C040 R01 T13:13
JUL 24 84

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

| | |
|---|--|
| <p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other: termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p> |

One (1) Tampo Rs-28 Vibratory Roller S/N GM-20084
 One (1) Caterpillar 966C Wheel Loader S/N 76J-1995 w/ 3½ yd. bucket
 One (1) Autocar Dump Truck S/N AE004HB072811
 One (1) Chevrolet Dump Truck S/N CCL338B151396
 WITH ALL ATTACHMENTS AND ACCESSORIES
 All presently existing and hereafter acquired Chattels in which Mortgagee has or shall have a security interest (either directly or by way of assignment) retained or granted from Mortgagor.

Dated June 1, 1984

GENERAL ELECTRIC CREDIT CORPORATION

Linda A. York
(Signature of Secured Party)
Linda A. York

Type or Print Above Name on Above Line

Mailed to Secured Party

RECEIVED FOR RECORD
Acct. # 311066 CIRCUIT COURT, A.A. COUNTY

10 —
1984 JUL 24 PM 2:48

E. AUBREY COLLISON
CLERK

STATE OF MARYLAND

BOOK 475 PAGE 184

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 249527

RECORDED IN LIBER 467 FOLIO 69 ON October 28, 1983 (DATE)

1. DEBTOR

Name Gould, Inc., Defense Electronics Division
Address 6711 Baymeadow Drive, Glen Burnie, MD 21061

2. SECURED PARTY

Name John Hancock Financial Services, Inc.
Address John Hancock Place, P.O. Box 111, Boston, MA 02117

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

| | |
|---|---|
| <p><input type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p><input type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p><input checked="" type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p><input type="checkbox"/> D. Other: (Indicate whether amendment, termination, etc.)</p> |
| <p>Assigned To: <u>State Street Bank and Trust Company</u> <u>225 Franklin Street</u> <u>Boston, MA 02110</u></p> | |

RECORD FEE 10.00
POSTAGE .50
#23433 0040 R01 T13:03
JUL 24 84

FORM OF STATEMENT
RECEIVED FOR RECORD
BL CLERK
1984 JUL 24 PM 2:47
E. AUBREY COLLISON
CLERK

BL
CLERK

Mailed to Secured Party

10.00

Dated June 6, 1984

Bridget C. Connolly
(Signature of Secured Party)

Bridget C. Connolly
Type or Print Above Name on Above Line

STATE OF MARYLAND

BOOK 475 PAGE 185

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 249528

RECORDED IN LIBER 467 FOLIO 71 ON October 28, 1983 (DATE)

1. DEBTOR

Name Gould, Inc., Defense Electronics Division
Address 6711 Baymeadow Drive, Glen Burnie, MD 21061

2. SECURED PARTY

Name John Hancock Financial Services, Inc.
Address John Hancock Place, P.O. Box 111, Boston, MA 02117

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

| | |
|--|--|
| <p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p>C. Assignment <input checked="" type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other: <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> |
| <p>Assigned To: <u>State Street Bank and Trust Company</u> <u>225 Franklin Street</u> <u>Boston, MA 02117</u></p> | |

FORM OF STATEMENT RECEIVED FOR RECORD DEPT. OF REGISTERED PROFESSIONAL CLERK

1984 JUL 24 PM 2:47
E. AUBREY COLLISON
CLERK

BL CLERK

RECORD FEE 10.00
POSTAGE .50
#23434 0040 R01 T13:03
JUL 24 84

Mailed to Secured Party

Dated June 6, 1984

Bridget C. Connolly
(Signature of Secured Party)

Bridget C. Connolly
Type or Print Above Name on Above Line

STATE OF MARYLAND

BOOK 475 PAGE 188

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 249529

RECORDED IN LIBER 467 FOLIO 73 ON October 28, 1983 (DATE)

1. DEBTOR

Name Gould, Inc., Defense Electronics Division

Address 6711 Baymeadow Drive, Glen Burnie, MD 21061

2. SECURED PARTY

Name John Hancock Financial Services, Inc.

Address John Hancock Place, P.O. Box 111, Boston, MA 02117

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

| | |
|--|--|
| <p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p>C. Assignment <input checked="" type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other: <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> |
| <p>Assigned To: State Street Bank and Trust Company 225 Franklin Street Boston, MA 02117</p> | |

RECORD FEE 10.00
POSTAGE .50
#23435 0040 R01 T13:03
JUL 24 84

CHECK FORM OF STATEMENT

RECEIVED FOR RECORD
CIRCUIT COURT, N.A. COUNTY

1984 JUL 24 PM 2:47

E. AUBREY COLLISON
CLERK



Mailed to Secured Party

Dated June 6, 1984

Bridget C. Connolly
(Signature of Secured Party)

Bridget C. Connolly
Type or Print Above Name on Above Line

10.00
.50

STATE OF MARYLAND

BOOK 475 PAGE 187

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 249526

RECORDED IN LIBER 467 FOLIO 67 ON October 28, 1983 (DATE)

1. DEBTOR

Name Gould, Inc., Defense Electronics Division
Address 6711 Baymeadow Drive, Glen Burnie, MD 21061

2. SECURED PARTY

Name John Hancock Financial Services, Inc.
Address John Hancock Place, P.O. Box 111, Boston, MA 02117

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

| | |
|---|---|
| <p><input type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p><input type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p><input checked="" type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p><input type="checkbox"/> D. Other: (Indicate whether amendment, termination, etc.)</p> |
| <p>Assigned To: <u>State Street Bank and Trust Company</u> <u>225 Franklin Street</u> <u>Boston, MA 02110</u></p> | |

RECORD FEE 10.00
POSTAGE .50
#23436 0040 R01 113:04
JUL 24 84

CHECK FORM OF STATEMENT
RECEIVED FOR RECORD
CLERK
1984 JUL 24 PM 2:47
E. AUBREY COLLEISON
CLERK



Mailed to Secured Party

Dated June 6, 1984

Bridget C. Connolly
(Signature of Secured Party)

Bridget C. Connolly
Type or Print Above Name on Above Line

10.00
.50

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES)

FINANCING STATEMENT

Assignee(s) of Secured Party and Address(es)

Secured Party:
NAME: AVCO FINANCIAL SERVICES
ADDRESS: P O BOX 997
CITY & STATE: GLEN BURNIE MD 21061

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

| | | | |
|--|--------------|---|-----------|
| DEBTOR(S) (AND ADDRESSES) <u>EUGENE D & PATRICIA DRIVER</u> | | DATE OF THIS FINANCING STATEMENT <u>05-03-84</u> | |
| <u>1616 F FOREST AVE</u> | | ACCOUNT NO. | TAB |
| <u>FT MEADE MD</u> | <u>20755</u> | <u>4405C9802</u> | <u>92</u> |

9612

Filed with: CLK OF CRT A A CO

This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered.
(a) If described, Motor Vehicles as follows:

| YEAR MODEL | MAKE | BODY TYPE | MODEL NO OR LETTER | SERIAL NUMBER | MOTOR NUMBER | NUMBER CYL. |
|------------|------|-----------|--------------------|---------------|--------------|-------------|
| | | | | | | |
| | | | | | | |

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto:

- (b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.
(c) Other (describe)

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1984 JUL 24 PM 3:41
E. AUBREY COLLISON
CLERK

RECORD FEE 12.00
RECORD TAX 14.00
POSTAGE .50
#63990 C237 R02 T15:34
JUL 24 84

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.
FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS

\$ 2192.04

AVCO FINANCIAL SERV
(SECURED PARTY)

Eugene D Driver
EUGENE D DRIVER DEBTOR

BY Joyce M Raley
JOYCE RALEY TITLE ADMIN ASST

Patricia L Driver
PATRICIA DRIVER DEBTOR

ORIGINAL - FILING OFFICER COPY

19-1255 (5-81)

Mailed to Secured Party

12.00
14.00
80

252703

FINANCING STATEMENT

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY
1984 JUL 25 AM 10:00
E. AUBREY COLLISON
CLERK

1. Name of Debtor(s) (or Assignor) and address:
L. & A. Leasing Co, Inc. and
J. Arthur Cloutier, Jr.
305 Magothy Rd. Severna Park, Maryland 21146

2. Name of Secured Party (or Assignee) and address:
Second National Building and Loan, Inc.
Route 50 & Phillip Morris Drive
Post Office Box 2558
Salisbury, MD 21801

3. This Financing Statement covers the following types (or items) of property:
Radio Shack computer, model 26-4153 & Mod II 26-6010,
memory board 26-6011 and 2 128k's 26-6012 and acoustic
cover. (Serial #051148)

RECORD FEE 12.00
POSTAGE .50

4. Check the statements which apply, if any, and supply the information indicated:

423614 0345 001 109:54
JUL 25 84

The underlying secured transaction is not subject to recordation tax

The underlying secured transaction is subject to recordation tax on the principal amount of \$3,800.00

(If collateral is crops—describe real estate and give name of record owner. Execute additional Financing Statements to file in each county involved)

The above-described crops are growing or to be grown on:

(If collateral is goods which are or are to become fixtures—describe real estate; include name of record owner, house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of this page)

The above-described goods are affixed or to be affixed to:

(If proceeds of collateral are covered). Proceeds of the collateral are also covered.

(If products of Collateral are covered). Products of the collateral are also covered.

Debtor(s)
J. Arthur Cloutier, Jr. Pres
L. & A. Leasing Co., Inc. J. A. Cloutier Jr.
(President)

Secured Party:
BY: [Signature]
(Authorized Signature)
Eric W. Edstrom, Vice President
(Type Name and Title)

J. Arthur Cloutier, Jr.
J. Arthur Cloutier, Jr.

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

DATED: 7-21 19 84

REV. 2/84

Mailed to: Second National Bldg & Loan 12:00
12:52

BOOK 475 PAGE 190

250700

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

| | | | |
|--|--------------|---|---------------------------------|
| 1. Debtor(s) (Last Name First and Address(es): GRIGGS, TERRY BOONE MOBILE ESTATES Lot # 32 DANIEL DRIVE LOTHIAN, MD 20711 | | No. of Additional Sheets Presented: | 3. (optional): Maturity Date |
| 2. Secured Party(ies): Name(s) and Address(es): JOY REAL ESTATE 326500 OLD BRANCH AVE, ST. 201 TEMPLE HILLS, MD 20784 | | 4. For Filing Officer: Date, Time, No. Filing Office RECORD FEE 11.00 POSTAGE .50 | |
| 5. This Financing Statement covers the following types (or items) of property: 1981 Schult, MANCHESTER, Serial # E178098 14 X 70, 2 BR To include all furniture , fixtures, appliances and appurtenances therein and thereto, including but not limited to these items specified in the manufacturer's invoice and/or purchase agreement and/or retail installment contract. <input checked="" type="checkbox"/> Proceeds— 8. Describe Real Estate Here: | | 6. Assignee(s) of Secured Party and Address(es): Green Tree Acceptance, Inc. 6506 Loisdale Road #304 Springfield, VA 22150 7. <input type="checkbox"/> The described crops are growing or to be grown on. <input type="checkbox"/> The described goods are or are to be affixed to. <input checked="" type="checkbox"/> Describe Real Estate Below | |
| 9. Name(s) of Record Owner(s): | | | |
| No. & Street | Town or City | County | Section Block Lot |
| 10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state, or <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected: | | | |
| TERRY GRIGGS S.S. # 220-78-0051 | | Green Tree Acceptance, Inc. | |
| By <u>Terry L. Griggs</u> Signature(s) of Debtor(s) | | By <u>Jill M. Kitley</u> Signature(s) of Secured Party(ies) | |

(1) FILING OFFICER COPY - NUMERICAL
STANDARD FORM - FORM UCC-1 — Approved by the Secretary of the Commonwealth of Pa.

11.00
.50

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 JUL 25 AM 9:54

E. AUBREY COLLISON
CLERK

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated June 8, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Charles Dennis Alford and Dolores Mae Alford

Address Lot 75 Patuxent Mobile Estates Lothian, Maryland 20711

2. SECURED PARTY

Name MARYLAND BANK AND TRUST COMPANY

Address 21 Shangri-La Drive South

Lexington Park, Maryland 20653

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) July 1, 2004

4. This financing statement covers the following types (or items) of property: (list)

Mobile Home Unit Parkway Model 2812 Serial PHNC 12932

RECORD FEE 12.00
POSTAGE .50
#23560 0345 R01 109:07
JUL 25 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Lot 75 Patuxent Mobile Estates Lothian, Maryland 20711
Anne Arundel County

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Charles Dennis Alford
(Signature of Debtor)

Charles Dennis Alford
Type or Print Above Signature on Above Line

Dolores Mae Alford
(Signature of Debtor)

Dolores Mae Alford
Type or Print Above Signature on Above Line

Mailed to Secured Party

MARYLAND BANK
AND TRUST COMPANY

J. Alfred Abell
(Signature of Secured Party)

J. Alfred Abell, Assist. Vice Pres.
Type or Print Above Name on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT, ANN. COUNTY
1984 JUL 25 AM 9:54
E. AUBREY COLLISON
CLERK

12.50

BJ1339AY07

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

RECORD FEE 12.00
POSTAGE .50

#23582 0345 R01 T09:09
JUL 25 84

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

| | |
|--|--|
| 1. Debtor(s) (Last Name First) address(es) Earl E. & Bonnie A. Dunn 4583 Owingsville Sudley Rd. Harwood, Maryland 20776 | 2. Secured Party(ies) and Address(es) Ford Motor Credit Company 2401 Research Blvd. Rockville, Maryland 20850 |
|--|--|

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:

- New 1984 Ford Tractor 1210, Ser#UC00981
- New 1984 Ford 930 48" Mower, Ser#552
- New 1984 Ford Front End Loader, Ser#41719

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.
Conditional Sales Contract from Dorsey Gray Inc.

Filed with:
Clerk of the Court

RECEIVED FOR RECORD
CIRCUIT COURT T. A. COUNTY
1984 JUL 25 AM 9:55
E. AUBREY COLLISON
CLERK

Earl E. Dunn
(SIGNATURE OF DEBTOR)
Earl E. Dunn

Bonnie A. Dunn
(SIGNATURE OF DEBTOR)
Bonnie A. Dunn

Ford Motor Credit Company
(NAME OF SECURED PARTY)

BY: T. D. Sterling
T. D. Sterling, Assistant Branch Manager

Mailed to Secured Party

12.00
00
25

BOOK 475 PAGE 193

250732

2591 AY25

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT (Maryland)

RECORD FEE 11.00 POSTAGE .50 #23483 0345 R01 T09:09 JUL 25 84

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Table with 2 columns: 1. Debtor(s) (Last Name First) address(es) and 2. Secured Party(ies) and Address(es). Includes names and addresses for BOLIN, Ralph E. and Ford Motor Credit Co.

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:

1 NEW FORD LGT 17H TRACTOR, SER.#YC00204, 1 NEW FORD 48" MOWER, SER.#YC00204

Check if covered: [] Proceeds of collateral covered [] Products of collateral covered

4. This transaction is exempt from the Recording Tax.

conditional sales contract from Gateway Ford Tractor, Inc.

Filed with:

Clerk of the Court

Signature of Ralph E. Bolin, (SIGNATURE OF DEBTOR) RALPH E. BOLIN

Ford Motor Credit Co. (NAME OF SECURED PARTY)

BY: T. D. Sterling, Assistant Branch Manager

RECEIVED FOR RECORD CIRCUIT COURT BALTIMORE COUNTY

1984 JUL 25 AM 9:55

E. AUBREY COLLISON CLERK

Mailed to Secured Party

11.00

BJ2501AY08

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

RECORDING FEE 11.00
POSTAGE .50

#23584 0345 R01 T09:10

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

JUL 25 84

| | |
|---|--|
| 1. Debtor(s) (Last Name First) address(es) HOWARD, Merle M. Deale, MD 20751 | 2. Secured Party(ies) and Address(es) Ford Motor Credit Company 2401 Research Blvd. Rockville, Maryland 20850 |
|---|--|

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:

1 FC315M NEW FORD 7710 TRACTOR, SER.#X710428, 1 MT222 NEW MECHANICAL TRANSFER, SER.#146626 & 27, 1 282 NEW PITTSBERG PLOW, 1 600-28-20 NEW LEINBACH DISC HARROW.

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.

Conditional Sales Contract from Gateway Ford Tractor

Filed with:

Clerk of the Court

Merle M Howard
(SIGNATURE OF DEBTOR)
MERLE M. HOWARD

Ford Motor Credit Company
(NAME OF SECURED PARTY)

BY: T. D. Sterling
T. D. Sterling, Assistant Branch Manager

RECEIVED FOR RECORD
CIRCUIT COURT, H.A. COUNTY

1984 JUL 25 AM 9:55
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

11.00
25

FINANCING STATEMENT

1. Debtors:

Bruce S. Hughes
Mabel C. Hughes

Address:

363 Sheffield Road
Severna Park, MD 21146

2. Secured Parties:

Second National Building & Loan, Inc.
William F. Brooks, Jr., Trustee
Donna M. Pittman, Trustee

Address of all Secured Parties:

c/o Second National Building & Loan, Inc.
Phillip Morris Drive & Route 50
Salisbury, Maryland 21801

3. This Financing Statement covers:

All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the unit or real property hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in said property or any part thereof and used or usable in connection with any present or future operation of said property and now or hereafter acquired by Debtor, including, without limiting the generality of the foregoing all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, plumbing, lifting, cleaning fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling, and air-conditioning apparatus, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, and security systems.

4. The aforesaid items are included as security in a deed of trust given by Debtor to William F. Brooks, Jr., and Donna M. Pittman, Trustees, and recorded or intended to be recorded among the Land Records of Worcester County, Maryland, securing an indebtedness owed by Debtor to Second National Building & Loan, Inc.

5. Proceeds of collateral are covered hereunder.

6. The unit or real property in which the items set forth in Paragraph 3 of this Financing Statement refer is known as:

Unit #2 (5E) Crab Harbor, Bayshore Drive, Ocean City, MD 21842

RECORD FEE 12.00
POSTAGE .50
323386 0345 R01 107:12
JUL 25 84

Debtors:

Bruce S. Hughes
BRUCE S. HUGHES
Mabel C. Hughes
MABEL C. HUGHES

12.00
RECEIVED FOR RECORD
CIRCUIT COURT, W. COUNTY
1984 JUL 25 AM 9:55
E. AUBREY COLLISON
CLERK

To the Filing Officer: After this statement has been recorded, please mail the same to: Second National Building & Loan, Inc., Phillip Morris Drive & Route 50, Salisbury, Maryland 21801.

Mailed to Secured Party

STATE DOCUMENTARY STAMPS ARE NOT APPLICABLE

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here

This financing statement Dated June 13, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Ronald D. Patteson
Address 1234 Youngs Farm Road, Annapolis, MD 21403

2. SECURED PARTY

Name First New England Financial Corporation
Address PO Box 3376
Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

BOAT: 1985 Topaz, 29 Sport, 29 ft. Hull No: TPP90179H485 with 1984 Volvo T-165 diesel engines Nos: P-37856 S-37805

FILE: Clerk of Circuit Court for Anne Arundel County
Courthouse Church Circle
Annapolis, MD 21401

Fee: \$11.50

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed to be affixed to: (describe real estate)

RECORD FEE 11.00
POSTAGE .50
#23587 C345 R01 T09:12
JUL 25 84

RECEIVED FOR RECORD
CIRCUIT COURT ANNE ARUNDEL COUNTY

1984 JUL 25 AM 9:55

E. AUBREY COLLISON
CLERK

ASSIGNEE:

York Federal Savings & Loan Association
101 South George Street
York, PA 17401

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

[Signature]
(Signature of Debtor)

Ronald D. Patteson
Type or Print Above Name on Above Line

[Signature]
(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to First New England Financial Corp.

By: [Signature]
(Signature of Secured Party)

Grant S. Newlove, Vice-President
Type or Print Above Signature on Above Line

11.50
50

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 457 Page No. 465
Identification No. 245700 Dated Jan. 7, 1983

1. Debtor(s) Alex P. Cohen
Name or Names—Print or Type
8221 Brandon Drive Millersville, Md. 21108
Address—Street No., City - County State Zip Code

2. Secured Party Central Savings Bank (CENTRABANK)
Name or Names—Print or Type
210 N. Charles Street - Baltimore, Md. 21202
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

RECORD FEE 10.00
9/23/84 0345 R01 107:14

| | |
|---|--|
| <p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other: <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">Termination</p> |

JUL 25 84

10 -



RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1984 JUL 25 AM 9:55
E. AUBREY COLLISON
CLERK

Dated: April 10, 1984 CentraBank
Name of Secured Party
Helen M Schwarz
Signature of Secured Party
Helen M. Schwarz, A.V.P.
Type or Print (Include Title if Company)

CB1-137CL (5/83)

Mailed to Secured Party

FINANCING STATEMENT FORM UC-31

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 6-7-84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name HASTON, III: Hugh B. and Margaret C.
Address 6043 Edgewood Terrace, Alexandria, Virginia 22307

2. SECURED PARTY

Name PEARTHREE: Edwin F.
Address 13623 Smallwood Court
Chantilly, Virginia 22021

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 12.00
JUL 25 84

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1975 24'10" Cape Dory fiberglass Hull #CPDE0259M75G
1975 6 HP Johnson gas engine #J4507975
Home Anchorage/Winter: Deale, Maryland

ASSIGNEE: FIRST COMMERCIAL CORPORATION
303 Second Street
Annapolis, Maryland 21403
2ND ASSIGNEE: NEW ENGLAND SAVINGS BANK
63 Eugene O'Neill Drive
New London, Ct 06320

CHECK THE LINES WHICH APPLY

- 6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

RECEIVED FOR RECORD
CIRCUIT COURT... COUNTY
1984 JUL 25 AM 9:55
E. AUBREY COLLISON
CLERK

(Signature of Debtor)
HUGH B. HASTON, III
Type or Print Above Name on Above Line
(Margaret C. Haston)
(Signature of Debtor)
MARGARET C. HASTON
Type or Print Above Signature on Above Line

(Signature of Secured Party)
EDWIN F. PEARTHREE
Type or Print Above Signature on Above Line

12.00

Mailed to Secured Party

BOOK 475 PAGE 199

TERMINATION STATEMENT

Liber 401 Page 537

Identifying File No. 224739

FILING OFFICER: Please mail this Termination Statement to the Secured Party at its address.

ACCOUNT NUMBER 111138-5

DEBTORS (Names and Residence Address)

Walton, Gilmer A
73 Beacon Point Rd
Pasadena, MD 21122

SECURED PARTY (Name and Address)

BLAZER FINANCIAL SERVICES, INC
P.O. BOX 9174
Balto., MD 21222

RECORD FEE 10.00
POSTAGE .50

#21552 0345 ROL 102:19
JUL 25 84

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies the Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above.

Secured Party BLAZER FINANCIAL SERVICES, INC

By [Signature] Title Manager Dated May 17, 19 84

R.E. Krivosh

0227-20 Maryland 2-84

1984 JUL 25 AM 9:55
E. AUBREY COLLISON
CLERK

RECEIVED
CIRCUIT COURT
BALTIMORE COUNTY

10.00



Mailed to Secured Party

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
Annapolis, Maryland 21401

BOOK 475 PAGE 200

252737

FINANCING STATEMENT

1. **Name of Debtor(s):** Eastern Computer Sales & Supply, Inc. **Subject to**
Address: 2083 West Street **recording tax**
Annapolis, MD 21401 **of \$ 6600.00**

2. **Name of Secured Party:** Annapolis Federal Savings & Loan Assoc.
Address: 140 Main Street
Annapolis, MD 21401

3. **This Financing Statment covers the following types (or items) of**
property: 1 MVP Processor with 8 I/O slots, 64KB Mem. 22C32 Triple Contr.
5-1/4" Disk storage with 10MB Fixed storage and 320KB Removable Floppy
Drive (Model # MVP-P1) Serial #'s NU6925
PQ8644
1 Asynchronous Control (Model # 2227B)

RECORD FEE 11.00
RECORD TAX 45.50
POSTAGE .50
#23883 C345 R01 T09:24
JUL 25 84

Debtor(s): Eastern Computer
Sales & Supply, Inc.

Secured Party:

ANNAPOLIS FEDERAL SAVINGS
AND LOAN ASSOCIATION

RECEIVED FOR RECORD
CIRCUIT COURT I.A.A. COUNTY
1984 JUL 25 AM 10:02
E. AUBREY COLLISON
CLERK

BY: William D. Duncan President
William D. Duncan

2083 West Street
Annapolis, MD 21401

By John M. Crook
(Authorized Signature)
John M. Crook, Vice President
(Type Name and Title)

(NOTE: Type name under each
signature and if company,
type name of company and
name and title of
authorized signer.)

Mailed to Secured Party

11.00
45.50
80

11.00
45.50
80

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
Annapolis, Maryland 21401

BOOK 475 PAGE 201

252738

FINANCING STATEMENT

1. **Name of Debtor(s):** Eastern Computer Sales & Supply, Inc. **Subject to recordation tax of \$** 3300.00
Address: 2083 West Street
Annapolis, MD 21401

2. **Name of Secured Party:** Annapolis Federal Savings & Loan Assoc.
Address: 140 Main Street
Annapolis, MD 21401

RECORD FEE 11.00
RECORD TAX 21.00
POSTAGE .50

3. **This Financing Statment covers the following types (or items) of property:** 1 150 LPM Matrix Printer with stand and paper catcher
Serial # 07635

REC-3396 0345 R01 TOP:25
JUL 25 1984

Debtor(s):
Eastern Computer Sales & Supply, Inc.

Secured Party:

ANNAPOLIS FEDERAL SAVINGS
AND LOAN ASSOCIATION

RECEIVED FOR RECORD
CLERK COURT HOUSE COUNTY
1984 JUL 25 AM 10:02
AUBREY COLLISON
CLERK

William D. Duncan, President
William D. Duncan

By John M. Crook
(Authorized Signature)

2083 West Street
Annapolis, MD 21401

John M. Crook, Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

Mailed to Secured Party

11.00
21.00
.50

11.00
21.00
50

BOOK 475 PAGE 202

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 249912

RECORDED IN LIBER 468 FOLIO 68 ON 11-21-83 (DATE)

1. DEBTOR

Name Ray Sears & Sons, Inc.

Address Route 1, Box 280, Gambrills, Maryland 21054 (Anne Arundel)

2. SECURED PARTY

Name State Equipment, Div. Secorp National, Inc.

Address 1400 Joh Avenue, Baltimore, Maryland 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

| | |
|---|--|
| <p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) <u>Termination of Rental</u></p> |
| <p>ONE (1) International Hough Model 250C Crawler Loader w/ROPS Cab 3 1/4 CY GP Bucket SN 12693 (Rental)</p> | |

RECORD FEE 10.00
#23697 0345 R01 TOP#21
JUL 25 84

Dated June 18, 1984

Joan M. Pressimone
(Signature of Secured Party)
Joan M. Pressimone, Br. Sec.
Type or Print Above Name on Above Line



RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1984 JUL 25 AM 10:02
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

10.00

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. 243306

RECORDED IN LIBER 451 FOLIO 396 ON 07/15/82 (DATE)

1. DEBTOR: Name Sandra J. Amoroso

Address D11 Clark Road, Jessup, Md. 20794

2. SECURED PARTY: Name Commercial Credit Corporation

Address 7436 Ritchie Hwy, Glen Burnie, Md. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

| | | |
|--|---|--|
| A. CONTINUATION..... <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective. | B. RELEASE. From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases all or part of the following (described below). Indicate: PARTIAL RELEASE..... <input type="checkbox"/> FULL RELEASE..... <input checked="" type="checkbox"/> | C. TERMINATION..... <input type="checkbox"/> The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above. |
|--|---|--|

| | |
|--|--|
| D. ASSIGNMENT..... <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown in 3 below, Secured Party's rights under the financing statement, bearing the file number shown above in the following property: (describe below) | E. OTHER..... <input type="checkbox"/> (Such as "amendment"; if amendment, both Debtor and Secured Party must sign) |
|--|--|

1 GE Washer, & Dryer, 1 Durothon A/C, 1 Columbus Range



RECEIVED FOR RECORD
MORNING
...A. COUNTY

1984 JUL 25 AM 10:03
E. AUBREY COLLISON
CLERK

3. Assignee of Secured Party(ies) from which security information obtainable:

Name _____

Address _____

Dated June 14, 1984

G.A. Kane

(Signature of Secured Party)

G.A. Kane

Type or Print Above Name on Above Line

Mailed to Secured Party

RECORD FEE 10.00
POSTAGE .50
#23601 C345 R01 T09:34
JUL 25 84

10.00
50

TO BE
 NOT TO BE
 } RECORDED IN LAND RECORDS

 SUBJECT TO
 NOT SUBJECT TO

 } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ _____

FINANCING STATEMENT

1. Debtor(s): Robert G. Schneider t/a The Big Apple
 Name or Names—Print or Type
8162 Quarterfield Road, Severn, MD 21141
 Address—Street No., City - County State Zip Code

Mary C. Conners t/a The Big Apple
 Name or Names—Print or Type
8162 Quarterfield Road, Severn, MD 21141
 Address—Street No., City - County State Zip Code

2. Secured Party: Jumpers Equities Limited Partnership
 Name or Names—Print or Type
8725 Loch Raven Blvd., Towson, MD 21204
 Address—Street No., City - County State Zip Code

RECORD FEE 13.00

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). All inventory, fixtures and equipment in Store #6 in the Jumpers Eatery, Jumpers Mall, Anne Arundel County, Maryland, also known as 8060-B Jumpers Mall, Ritchie Highway, Pasadena, Maryland 21122.

4. If above described personal property is to be affixed to real property, describe real property. Some of the above described personal property may be affixed to the above-described store which is part of the real property shown on a plat entitled "Second Revision of Jumpers-the Mall & More" recorded in the Land Records of Anne Arundel County, Maryland at 3776/72-1.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.
 7. Products of collateral are are not covered.

RECEIVED FOR RECORD
 CIRCUIT COURT, ANNE ARUNDEL COUNTY
 1984 JUL 25 AM 10:03
 E. AUBREY COLLISON
 CLERK

DEBTOR(S):
[Signature] 6-1-84
 (Signature of Debtor)
Robert G. Schneider
 Type or Print
Mary C. Conners
 (Signature of Debtor)
Mary C. Conners
 Type or Print

SECURED PARTY:
JUMPERS EQUITIES LIMITED PARTNERSHIP
 (Company, if applicable)
[Signature]
 (Signature of Secured Party)
 By: Randall C. White, Managing
 Type or Print (Include title if Company)
General Partner

To THE FILING OFFICER: After this statement has been recorded please mail the same to:
 Name and Address The Maryland Corporation - 8725 Loch Raven Blvd.
Towson, Maryland 21204

Lunas Bros. Form F-1

Mailed to: _____

B 00 80

BOOK 475 PAGE 205

252800

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**
and/or its Parent, Affiliates or Subsidiaries
PO BOX 997

ADDRESS: _____
CITY & STATE: GLEN BURNIE MD 21061

FILING OFFICER NOTICE:

PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

| | | | |
|-----------------------------|-------|----------------------------------|-----|
| DEBTOR(S) (AND ADDRESSES) | | DATE OF THIS FINANCING STATEMENT | |
| ALLEN E GANTT AND AMY GANTT | | 06-15-84 | |
| 1737 OLD GEORGETOWN ROAD | | ACCOUNT NO. | TAB |
| SEVERN MARYLAND | 21144 | 839804781 | 81 |

Filed with: CLERK OF CRT AA COUNTY

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**
(a) If described, Motor Vehicles as follows:

| YEAR MODEL | MAKE | BODY TYPE | MODEL NO. OR LETTER | SERIAL NUMBER | MOTOR NUMBER | NUMBER CYL. |
|------------|------|-----------|---------------------|---------------|--------------|-------------|
| | | | | | | |
| | | | | | | |

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

(b) checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1984 JUL 25 AM 10:04
E. AUBREY COLLISON
CLERK

RECORD FEE 12.00
RECORD TAX 10.50
POSTAGE .50
#23611 C345 R01 T07#49
JUL 25 84

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.

FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS \$ 1824.91

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

BY Joyce Haley
TITLE VICE PRES
ORIGINAL FILING OFFICER COPY

Allen E Gantt
ALLEN E GANTT DEBTOR

Amy D Gantt
AMY GANTT DEBTOR

198209 (REV. 11-80)

Mailed to Secured Party

12.00
10.50
10.50

BOOK 475 PAGE 208

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. 24980

RECORDED IN LIBER 408 FOLIO 1 ON NOV 17, 1983 (DATE)

1. DEBTOR: Name Rhonda C & David A. Charkfuld
Address 901 Country Terrace Rd. SW. PK, Md

2. SECURED PARTY: Name Commercial Credit Corporation
Address 53 McKinsey Road
Severna Park, Md 21146

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1984 JUL 25 AM 10:04
E. AUBREY COLLISON
CLERK

Person and Address To Whom Statement Is To Be Returned If Different From Above.

CHECK FORM OF STATEMENT

| | | |
|--|---|---|
| <p>A. CONTINUATION.....<input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. RELEASE.</p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases all or part of the following (described below). Indicate:</p> <p>PARTIAL RELEASE.....<input type="checkbox"/></p> <p>FULL RELEASE.....<input type="checkbox"/></p> | <p>C. TERMINATION.....<input checked="" type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.</p> |
| <p>D. ASSIGNMENT.....<input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown in 3 below, Secured Party's rights under the financing statement, bearing the file number shown above in the following property: (describe below)</p> | | <p>E. OTHER.....<input type="checkbox"/></p> <p>(Such as "amendment"; if amendment, both Debtor and Secured Party must sign)</p> |
| <p style="text-align: right;">RECORD FEE 10.00 POSTAGE .50 #23613 0345 R01 109:51 JUL 25 84</p> | | |

3. Assignee of Secured Party(ies) from which security information obtainable:

Name _____

Address _____

CR
CLERK

Mailed to Secured Party

10.00
1.50

Dated 6-14-84

B L Cooper
(Signature of Secured Party)

B L Cooper
Type or Print Above Name on Above Line

NAVY FEDERAL CREDIT UNION
Washington, DC 20391

BOOK 475 PAGE 207

FINANCING STATEMENT

252801

Pursuant to the Uniform Commercial Code, this statement is presented for filing to the Clerk of the Circuit Court for Anne Arundel County, Maryland, to be filed among the Financing Statement Records for the aforesaid County and State.

NAME OF DEBTOR(S):

Steven M. Leydorf
Minna J. Leydorf

ADDRESS OF PROPERTY:

567 Wayward Drive
Annapolis, Maryland 21401

Lot No. 145, Plat 7, Rolling Knolls,
Anne Arundel County, Maryland

NAME OF SECURED PARTY:

Navy Federal Credit Union

ADDRESS:

P.O. Box 969
Vienna, VA 22180

This Financing Statement covers the following items:

Range, Refrigerator, Fan/Hood, Wall to Wall Carpeting; also including any renewals or replacements of these items.

RECORD FEE 12.00
POSTAGE .50
M64020 0040 R02 T10:25
JUL 25 84

E. AUBREY COLLISON
CLERK

1984 JUL 25 AM 10:29

RECEIVED FOR RECORDING
CIRCUIT COURT, ANNE ARUNDEL COUNTY

This security agreement to which this Financing Statement relates is a Deed of Trust executed July 23, 1984 and recorded among the Land Records of Anne Arundel County, Maryland covering the above described real estate and additional security for the indebtedness therein described. The above items shall be subject to all the terms of said Deed of Trust and, in the event of foreclosure thereunder, may be sold together with the real estate at such foreclosure sale. Debtors have the right to substitute articles of equal or greater value for any of the items covered herein.

This Financing Statement is not subject to a Recordation Tax and should be returned to the Secured Party at the above address after recording.

Mailed to Secured Party

Executed this 23rd day of July 1984

Steven M. Leydorf
Signature of Member/Borrower Steven M. Leydorf

Navy Federal Credit Union

Minna J. Leydorf
Signature of Co-Borrower Minna J. Leydorf

By: Krisa M. Neumann
Krisa M. Neumann
Supervisor,
First Mortgage Loan Closing Section

12.05

BOOK 475 PAGE 289

250819

| | | | | |
|--|--|--|--|----------|
| CIT CORPORATION | | Maryland Financing Statement All information must be typewritten or printed in ink. | | File No. |
| (Not to Be) (To Be) Recorded in the Land Records.* <small>strike inapplicable words</small> | | | | |
| Debtor(s) Name(s) and Address(es) Lilly, Eugene T/A Gene Lilly Custom Pools 162 Ritchie Hwy. Severna Park, Anne Arundel Co., MD 21146 | | Secured Party Name and Address John C. Louis Co. 1805 Cherry Hill Road Baltimore, MD 21230 | | |
| Assignee of Secured Party C.I.T. Corporation 1301 York Road Lutherville, MD 21093 | | The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax. | | |
| This Financing Statement covers the following types (or items) of property: Describe fully, giving Year and Make, Model, Motor or Serial No., etc. One (1) New Clark Melroe Bobcat Model M743, S/N 18280 | | | | |
| Proceeds of collateral are also covered. | | | | |
| *If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate) | | | | |
| If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____ | | | | |
| This Statement is to be returned, after recordation, to C.I.T. Corporation at its address above. | | | | |
| Eugene Lilly Debtor(s) T/A Gene Lilly Custom Pools | | Secured Party John C. Louis Co. | | |
| By <u>Eugene Lilly</u> Title <u>OWNER</u> | | By <u>Wilmar Davidson</u> Title <u>Secured Party</u> | | |
| <small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small> <u>Eugene Lilly</u> | | <u>Wilmar Davidson</u> | | |
| <small>Type or print name(s) of person(s) signing</small> | | <small>Type or print name of person signing</small> | | |

RECORD FEE 12.00
 POSTAGE .50
 #23615 0345 R01 T10-0-4
 JUL 25 84

RECEIVED FOR RECORD
 CIRCUIT COURT, S.A. COUNTY

1984 JUL 25 AM 11:46

E. AUBREY COLLISON
 CLERK

1200

Annapolis

253815

TO BE
 NOT TO BE

RECORDED IN
 LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
 ON PRINCIPAL
 AMOUNT OF \$ _____

FINANCING STATEMENT

1. Debtor(s):

M. Shaivitz & Sons, Inc.
Name or Names—Print or Type

6415 Baltimore National Pike Balto., Md. 21228
Address—Street No., City - County State Zip Code

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

Mercantile Safe Deposit & Trust Co.
Name or Names—Print or Type

2 Hopkins Plaza Baltimore, Md. 21201
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

Accounts receivable, including (but not limited to) all present and future accounts, contracts, contract rights, conditional sales contracts, open accounts receivable, book debts, notes, drafts, acceptances, instruments, chattel paper and other choses in action, and returned goods, and all products and proceeds thereof, now or hereafter owned or held by or payable to the Debtor.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

RECORD FEE 11.00
 POSTAGE .50
 #23421 0345 R01 T10:12
 JUL 25 84

DEBTOR(S): M. Shaivitz & Sons, Inc.

[Signature]
(Signature of Debtor)

Jules Shaivitz, President
Type or Print

[Signature]
(Signature of Debtor)

[Signature]
Type or Print

SECURED PARTY:

Mercantile Safe Deposit & Trust Co.
(Company, if applicable)

[Signature]
(Signature of Secured Party)

Jack E. Steil, Vice President
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address
Lanes Dept. Form F-3

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 JUL 25 AM 11:48

E. AUBREY COLLISON
CLERK

CD

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here. **A**

This financing statement Dated MAY 16, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

ROOM 410 No 210
252806

1. DEBTOR

Name JAMES RONALD ESKEW AND JO ANN ESKEW

Address 25 FAIRHAVEN RD, TRACEYSLANDING, MD, 20779

2. SECURED PARTY

Name NORWEST FINANCIAL MARYLAND, INC

Address 2020 D WEST ST

ANNAPOLIS, MD, 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

5 Televisions, 3 Stereo, 1 Washer, 1 Dryer, 1 Dishwasher, 1 Refrigerator, 2 Stoves, 2 Sewing Machines, 2 Vacuum Cleaners, 1 Living Room Set, 1 Bedroom Set, 1 Dining Room Set

RECEIVED FOR RECORD
CIRCUIT COURT T.A.A. COUNTY
1984 JUL 25 AM 11:46
E. AUBREY COLLISON
CLERK

RECORD FEE 12.00
POSTAGE .50
#23422 0345 RM 110:14
JUL 25 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

James Ronald Eskew Sr.
(Signature of Debtor)

JAMES RONALD ESKEW SR

Type or Print Above Name on Above Line

Jo Ann Eskew
(Signature of Debtor)

JOANN ESKEW

Type or Print Above Signature on Above Line

Mailed to Secured Party

Douglas M Smith
(Signature of Secured Party)

DOUGLAS M SMITH

Type or Print Above Signature on Above Line

12.00
.50

STATE OF MARYLAND

BOOK 475 PAGE 211

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated MAY 22, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CHARLES S. BLAKE AND FLORENCE BLAKE
Address RT 2 8045 QUEEN ANNE BRIDS RD, UPPER MARLBORO, MD, 20772

2. SECURED PARTY

Name NORVEST FINANCIAL MARYLAND INC
Address 2020 D WEST ST
ANNAPOLIS, MD, 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 Color Television, 1 Stereo, 1 Washer, 1 Dryer, 1 Refrigerator, 1 Freezer,
- 1 Stove, 1 Vacuum Cleaner, 1 Air Conditioner, 1 Living Room Set
- 1 Bedroom Set, 1 Dining Room Set

RECORD FEE 12.00
POSTAGE .50
#23623 0345 R01 T10:14
JUL 25 84

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1984 JUL 25 AM 11:46
E. AUBREY COLLISON
CLERK

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Charles Blake
(Signature of Debtor)
CHARLES BLAKE

Type or Print Above Name on Above Line
Florence Blake
(Signature of Debtor)

FLORENCE BLAKE
Type or Print Above Signature on Above Line

Glenn F. Foelt
(Signature of Secured Party)

GLENN F FOELT
Type or Print Above Signature on Above Line

Mailed to Secured Party

12:50

STATE OF MARYLAND

BOOK 475 in 212 A

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated MAY 7, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

252808

1. DEBTOR

Name JOYCE H. RANDALL AND STANLEY RANDALL
Address 1908 F. OPELAND ST, ANNAPOLIS, MD, 21401

2. SECURED PARTY

Name NORWEST FINANCIAL MARYLAND INC
Address 2020 D WEST ST
ANNAPOLIS, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) MAY 7, 1987

4. This financing statement covers the following types (or items) of property: (list)

1 Color Television, 1 Stree, 1 General Electric Washer, 1 Sewing Machine,
1 Living Room Set, 1 Bedroom Set, 1 Dining Room Set,

RECORD FEE 12.00
POSTAGE .50
#23825 0345 #01 T10#15
JUL 25 84

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mailed to Secured Party

Joyce H. Randall
(Signature of Debtor)

JOYCE H RANDALL

Type or Print Above Name on Above Line

Stanley Randall
(Signature of Debtor)

STANLEY E RANDALL

Type or Print Above Signature on Above Line

Glenn F. Foelt
(Signature of Secured Party)

GLENN F FOELT

Type or Print Above Signature on Above Line

125

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1984 JUL 25 AM 11:47
E. AUBREY COLLISON
CLERK

STATE OF MARYLAND

BOOK 475 PAGE 213

A

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated APRIL 3, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

252809

1. DEBTOR

Name FRANCIS J ORANGE AND CATHERINE ORANGE
Address P O BOX 3201 ROSELAWN RD, ANNAPOLIS, MD, 21403

2. SECURED PARTY

Name NORWEST FINANCIAL MARYLAND INC
Address 2020 D WEST ST
ANNAPOLIS, MD, 21404

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

2 Color Television, 2 Black and White Televisions, 2 Stereos,
1 Bars Washer, 1 Wards Refrigerator, 1 Freezer, 1 Vacuum Cleaner,
2 Air Conditioners, 1 Living Room Set, 2 Bedroom Sets

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1984 JUL 25 AM 11:47
E. AUBREY COLLISON
CLERK

RECORD FEE 12.00
POSTAGE .50
#23624 0345 R01 T10:15
JUL 25 84

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

Francis J Orange Jr
(Signature of Debtor)
FRANCIS J ORANGE JR
Type or Print Above Name on Above Line
Catherine A. Orange
(Signature of Debtor)
CATHERINE A ORANGE
Type or Print Above Signature on Above Line

Glenn F. Foelt
(Signature of Secured Party)
GLENN F FOELT
Type or Print Above Signature on Above Line

12/5

STATE OF MARYLAND

BOOK 475 PAGE 214

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated APRIL 25, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

252810

1. DEBTOR

Name OLIVE M. JONES AND HOWARD P. JONES
Address 315 STEVENS AVE, ARNOLD, MD, 21012

2. SECURED PARTY

Name NORVEST FINANCIAL LEASING INC
Address 2020 D WEST ST
ANNAPOLIS, MD, 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) APRIL 25, 1987

4. This financing statement covers the following types (or items) of property: (list)

- 1 Color Television, 3 Black and White Television, 1 Stereo, 1 Washer,
- 1 Dryer, 1 Dishwasher, 1 Micro-wave Oven, 1 Refrigerator, 1 Freezer,
- 1 Stove, 1 Sewing Machine, 1 Vacuum Cleaner, 1 Air Conditioner,
- 1 Living Room Set, 1 Bedroom Set, 1 Dining Room Set,

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1984 JUL 25 AM 11:47
E. AUBREY COLLISON
CLERK

RECORD FEE 12.00
POSTAGE .50
#23626 0345 R01 T10:16
JUL 25 84

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

Olive M. Jones
(Signature of Debtor)

OLIVE M JONES
Type or Print Above Name on Above Line

Howard P. Jones
(Signature of Debtor)

HOWARD P JONES
Type or Print Above Signature on Above Line

Douglas M Smith
(Signature of Secured Party)

DOUGLAS M SMITH
Type or Print Above Signature on Above Line

12,80

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

R

This financing statement Dated MAY 10, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

252811

1. DEBTOR

Name ALAN W KING

Address 2024 WEST ST, ANNAPOLIS, MD, 21401

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING INC

Address 2020 D WEST ST

ANNAPOLIS, MD, 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) MAY 10, 1987

4. This financing statement covers the following types (or items) of property: (list)

1 Color Television, 2 Black and White Televisions, 1 Stereo, 1 General Electric Washer, 1 General Electric Dryer, 1 General Electric Dishwasher, 1 Refrigerator, 1 Stove, 2 Vacuum Cleaners, 1 Air Conditioner, 1 Living Room Set, 1 Bedroom Set, 1 Dining Room Set

1984 JUL 25 AM 11:47
E. AUBREY COLLISON
CLERK

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

RECORD FEE 11.00
POSTAGE .50
M23627 C345 R01 T10:16
JUL 25 84

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Alan W King

(Signature of Debtor)

ALAN W KING

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

11.00
25

Glenn F Focht

(Signature of Secured Party)

GLENN F FOCHT

Type or Print Above Signature on Above Line

STATE OF MARYLAND

BOOK 475 PAGE 216

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here. *A*

This financing statement Dated MAY 4, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. **252812**

1. DEBTOR

Name KENNETH C WINN AND LAURA WINN

Address 8 2 BUCKINGHAM DR, STEVENSVILLE, MD, 21666

2. SECURED PARTY

Name NORWEST FINANCIAL MARYLAND INC

Address 2020 D WEST ST

ANNAPOLIS, MD, 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) MAY 4, 1986

4. This financing statement covers the following types (or items) of property: (list)

- 2 Color Televisions, 1 Stereo, 1 Washer, 1 Dryer, 1 Dishwasher,
- 1 Refrigerator, 1 Stove, 1 Sewing Machine, 1 Vacuum Cleaner,
- 1 Living Room Set, 1 Bedroom Set, 1 Dining Room Set

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1984 JUL 25 AM 11:47
E. AUBREY COLLISON
CLERK

RECORD FEE 12.00
POSTAGE .50

#23628 0345 ROL T10-17
JUL 25 84

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Kenneth C Winn
(Signature of Debtor)

KENNETH C WINN
Type or Print Above Name on Above Line

Laura A Winn
(Signature of Debtor)

LAURA A WINN
Type or Print Above Signature on Above Line

Mailed to Secured Party

Douglas M Smith
(Signature of Secured Party)

DOUGLAS M SMITH
Type or Print Above Signature on Above Line

12.00
50

STATE OF MARYLAND

BOOK 475 PAGE 217

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated APRIL 23, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JOHN W WEEMS AND YVONNE WEEMS
Address 2016 FOREST DR, ANNAPOLIS, MD, 21401

2. SECURED PARTY

Name NORTHWEST FINANCIAL LEASING INC
Address 2020 D WEST ST
ANNAPOLIS, MD, 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) APRIL 23, 1987

4. This financing statement covers the following types (or items) of property: (list)

- 2 Television Sets, 1 Stereo, 1 Washer, 1 Dryer, 1 Refrigerator, 1 Stove, 1 Sewing Machine, 1 Vacuum Cleaner, 1 Living Room Set, 1 Bedroom Set, 1 Dining Room Set

RECORD FEE 12.00
POSTAGE 1.50
M23427 0345
RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1984 JUL 25 11:47
E. AUDREY COLLISON
CLERK

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

John W. Weems
(Signature of Debtor)

JOHN W WEEMS
Type or Print Above Name on Above Line

Yvonne Weems
(Signature of Debtor)

YVONNE WEEMS
Type or Print Above Signature on Above Line

Mailed to Secured Party

12/87

Douglas M Smith
(Signature of Secured Party)

DOUGLAS M SMITH
Type or Print Above Signature on Above Line

STATE OF MARYLAND

BOOK 475 PAGE 218

A

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated MAY 3, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

252814

Name BEVERLY A COLBERT

Address 907 E ROYAL ST, ANNAPOLIS, MD, 21401

2. SECURED PARTY

Name NORVEST FINANCIAL MARYLAND

Address 2020 D WEST ST

ANNAPOLIS, MD, 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

Maturity date of obligation (if any) MAY 3, 1986

This financing statement covers the following types (or items) of property: (list)

- 1 Color Television, 1 Whirlpool Washer, 1 General Electric Freezer,
- 1 Living Room Set, 1 Bedroom Set, 1 Dining Room Set

RECORD FEE 11.00
 POSTAGE .50
 #23630 C345 R01 T10:18
 JUL 25 84

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

11.50

Beverly A. Colbert
(Signature of Debtor)

BEVERLY A COLBERT
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Glenn F. Foelt
(Signature of Secured Party)

GLENN F FOELT
Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
 CIRCUIT COURT, ANNAPOLIS COUNTY
 1984 JUL 25 AM 11:47
 E. AUBREY COLLISON
 CLERK

STATE OF MARYLAND

BOOK 475 PAGE 219

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated MAY 11, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

252815

Name KATHERINE E. JONES
Address 2110 CALLAHAN LANE, ANNAPOLIS MD, 21401

2. SECURED PARTY

Name NORWEST FINANCIAL MARYLAND INC
Address 2020 D WEST ST
ANNAPOLIS, MD, 21401

RECORD FEE 11.00
POSTAGE .50
#23531 C345 R01 T10:19
JUL 25 84

Person And Address To Whom Statement Is To Be Returned If Different From Above.

MAY 11, 1987

3. Security date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
Color Television, 1 Wards E. Refrigerator, 1 Stove, 1 Vacuum Cleaner,
Living Room Set, 1 Bedroom Set

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1984 JUL 25 AM 11:47
MILLISON

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Katherine E. Jones
(Signature of Debtor)

KATHERINE E JONES

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

11:50

Glenn F. Foelt
(Signature of Secured Party)

GLENN F FOELT

Type or Print Above Signature on Above Line

STATE OF MARYLAND

BOOK 475 PAGE 220

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated MAY 10, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

250816

Name ALBERT DUCRE

Address 1392 PRINCE RD, ANNAPOLIS, MD, 21403

2. SECURED PARTY

Name NORWEST FINANCIAL MARYLAND INC

Address 2020 D WEST ST

ANNAPOLIS, MD, 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) MAY 10, 1987

4. This financing statement covers the following types (or items) of property: (list)
Television, 1 Stereo, 1 Washer, 1 Dryer, 1 Refrigerator, Vacuum Cleaner, 1 Living Room Set, 1 Bedroom Set

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1984 JUL 25 AM 11:47
E. AUBREY COLLISON
CLERK

RECORD FEE 11.00
POSTAGE .50

#23632 0345 R01 T10:19

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate) JUL 25 84

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Albert Ducre
(Signature of Debtor)

ALBERT DUCRE
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

Douglas M Smith
(Signature of Secured Party)

DOUGLAS M SMITH

Type or Print Above Signature on Above Line

11.00
.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated MAY 11, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

252817

A

1. DEBTOR

Name DAUNCEY A HOLLAND

Address 45 TOWN PINES CT, ANNAPOLIS, MD, 21401

SECURED PARTY

Name NORWEST FINANCIAL MARYLAND INC.

Address 2020 D WEST ST

ANNAPOLIS, MD, 21401

RECORD FEE 11.00
POSTAGE .50

#23633 0345 R01 110:20
JUL 25 84

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) MAY 11, 1985

4. This financing statement covers the following types (or items) of property: (list)
1 Color Television, 1 Maytag Washer, 1 Highpoint Refrigerator,
1 Stove, 1 Vacuum Cleaner, 1 Air Conditioner, 1 Living Room Set,
1 Bedroom Set

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Dauncey A Holland
(Signature of Debtor)

DAUNCEY A HOLLAND
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

Glenn F. Foelt
(Signature of Secured Party)

GLENN F FOELT

Type or Print Above Signature on Above Line

11.00
26

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1984 JUL 25 AM 11:47
E. AUBREY COLLISON
CLERK

STATE OF MARYLAND

BOOK 475 PAGE 222

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated APRIL 27, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

252813

Name NORVEL L. JONES

Address BOX 144 RT 4, HUNTINGTOWN, MD, 20639

2. SECURED PARTY

Name NORWEST FINANCIAL MARYLAND INC

Address 2020 D WEST ST

ANNAPOLIS, MD, 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

Maturity date of obligation (if any) OCTOBER 27, 1986

This financing statement covers the following types (or items) of property: (list)

- 1 Color Television, 1 Black and White Television, 1 Refrigerator,
- 1 Stove, 1 Sewing Machine, 1 Air Conditioner, 1 Living Room Set,
- 1 Bedroom Set, 1 Dining Room Set

RECEIVED FOR RECORD
 CLERK COUNTY
 1984 JUL 25 AM 11:47
 E. AUBREY COLLISON
 CLERK

RECORD FEE 11.00
 POSTAGE .50
 #23634 0345 201 T10#20
 JUL 25 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Norvel Lee Jones Jr
(Signature of Debtor)

NORVEL LEE JONES JR
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

Douglas M Smith
(Signature of Secured Party)

DOUGLAS M SMITH

Type or Print Above Signature on Above Line

11.00
50

STATE OF MARYLAND

BOOK 475 PAGE 223

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

A

This financing statement Dated MAY 21, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SALLY COHEN
Address 1522 HAYFIELD RD, EDGEWATER, MD, 21037

252819

2. SECURED PARTY

Name NORVEST FINANCIAL MARYLAND INC
Address 2020 D VEST ST
ANNAPOLIS, MD, 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

Maturity date of obligation (if any) _____

This financing statement covers the following types (or items) of property: (list)

- 1 Color Television, 1 Black and White Television, 1 Stereo, 1 General Electric Washer, 1 Wards Refrigerator, 1 Stove, 1 Singer Sewing Machine, 1 Vacuum Cleaner, 1 Air Conditioner, 1 Living Room Set, 1 Bedroom Set, 1 Dining Room Set

E AUBREY COLLISON
CLERK

1984 JUL 25 AM 11:47

RECEIVED FOR RECORD
CIRCUIT COURT, ANN. COUNTY

RECORD FEE 11.00

POSTAGE 50
252819 0345 R01 T10:21
JUL 25 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mailed to Secured Party

Sally A. Cohen
Signature of Debtor
SALLY A COHEN

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Glenn F. Foelt
(Signature of Secured Party)

GLENN F FOELT

Type or Print Above Signature on Above Line

11.00
56

STATE OF MARYLAND

BOOK 475 PAGE 224

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

A

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated MAY 16, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 403820

1. DEBTOR

Name LARRY D LACY
Address 530 WEST ST, GLEN BURNIE, MD, 21051

2. SECURED PARTY

Name NIRVEST FINANCIAL MARYLAND INC
Address 2020 D WEST ST
ANNAPOLIS, MD, 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

Maturity date of obligation (if any) _____

This financing statement covers the following types (or items) of property: (list)

Television Sets, 1 Stereo, 1 Washer, 1 Dryer, 1 Dishwasher, 1 Microwave oven, 1 Refrigerator, 1 Stove, 1 Sewing Machine, 1 Vacuum Cleaner, Air Conditioner, 1 Living Room Set, 1 Bedroom Set, 1 Dining Room Set

E. AUBREY COLLISON
CLERK

1984 JUL 25 AM 11:47

RECEIVED FOR RECORD
CIRCUIT COURT, ANNA. COUNTY

RECORD FEE 12.00
POSTAGE .50
#23636 0345 HQ1 110:21
JUL 25 84

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

Larry D. Lacy
(Signature of Debtor)

LARRY D LACY
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Douglas M Smith
(Signature of Secured Party)

DOUGLAS M SMITH

Type or Print Above Signature on Above Line

1250

STATE OF MARYLAND

BOOK 475 PAGE 225

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

A

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated MAY 18, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

253821

1. DEBTOR

Name DORA M BROWN
Address 18 COLLEGE CREEK TERRACE, ANNAPOLIS, MD, 21401

2. SECURED PARTY

Name NORWEST FINANCIAL MARYLAND INC
Address 2020 D WEST ST
ANNAPOLIS, MD, 21401

RECORD FEE 11.00
POSTAGE .50
HARVEST 0345 R01 T10-22
JUL 25 84

Person And Address To Whom Statement Is To Be Returned If Different From Above.

Maturity date of obligation (if any) _____

This financing statement covers the following types (or items) of property: (list)

1 Color Television, 1 Stereo, 1 General Electric Washer, 1 General Electric Refrigerator, 1 Stove, 1 Vacuum Cleaner, 1 Living Room Set, 1 Bedroom Set, 1 Dining Room Set

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

Dora M Brown
(Signature of Debtor)

DORA M BROWN

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Glenn F. Focht
(Signature of Secured Party)

GLENN F FOCHT

Type or Print Above Signature on Above Line

N-10

E. AUBREY COLLISON
CLERK

1984 JUL 25 AM 11:47

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

STATE OF MARYLAND

BOOK 475 PAGE 228

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated MAY 31, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. **252832**

1. DEBTOR

Name DENNIS B. DAVIS
Address 1433 RIDGEWAY EAST, ARNOLD, MD, 21012

2. SECURED PARTY

Name NORWEST FINANCIAL MARYLAND INC
Address 2020 D WEST ST

ANNAPOLIS, MD, 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

Maturity date of obligation (if any) _____

This financing statement covers the following types (or items) of property: (list)
Color Televisions, 1 Stereo, 1 Microwave Oven, 1 Stove, 1 Vacuum Cleaner, Living Room Set, 1 Bedroom Set

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1984 JUL 25 AM 11:47
E. AUBREY COLLISON
CLERK

RECORD FEE 11.00
POSTAGE .50
#23638 CX45 R01 110:22
JUL 25 84

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Dennis B. Davis
(Signature of Debtor)

DENNIS B DAVIS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

Glenn F. Foelt
(Signature of Secured Party)

GLENN F FOELT

Type or Print Above Signature on Above Line

11-26

STATE OF MARYLAND

BOOK 475 PAGE 227 A

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated JULY 21, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

252823

1. DEBTOR

Name JAMES W HUNTER AND EDDIE HUNTER

Address 1226 GRAFF CT 23, ANNAPOLIS, MD, 21401

2. SECURED PARTY

Name NORWEST FINANCIAL MARYLAND INC

Address 2020 D WEST ST

ANNAPOLIS, MD, 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

This financing statement covers the following types (or items) of property: (list)

1 Color Television 1 Stereo, 1 Sewing Machine, 1 Vacuum Cleaner, 1 Living Room Set, 1 Bedroom Set, 1 Dining Room Set

E. AUBREY COLLISON
CLERK

1984 JUL 25 AM 11:48

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

RECORD FEE 12.00
POSTAGE .50
#23639 0345 801 TLO#23
JUL 25 84

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

James W Hunter
(Signature of Debtor)

JAMES W HUNTER

Type or Print Above Name on Above Line

Edrie S Hunter
(Signature of Debtor)

EDRIE S HUNTER

Type or Print Above Signature on Above Line

Mailed to Secured Party

Glenn F Foht
(Signature of Secured Party)

GLENN F FOHT

Type or Print Above Signature on Above Line

12.00
50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here. **A**

This financing statement Dated APRIL 26, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

252823

Name JOHN J MIZURAK AND DONNA A MIZURAK

Address 1622 JACKSON ST, BALTIMORE, MD, 21230

2. SECURED PARTY

Name NORVEST FINANCIAL MARYLAND INC

Address 2020 D WEST ST

ANNAPOLIS, MD, 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) APRIL 26, 1987

4. This financing statement covers the following types (or items) of property: (list)

- 1 Color Television, 1 Stereo, 1 Whirlpool Washer, 1 Wards Dryer,
- 1 Wards Refrigerator, 1 Stove, 1 Vacuum Cleaner, 1 Air Conditioner,
- 1 Living Room Set, 1 Bedroom Set,

RECORD FEE 12.00

POSTAGE .50

#23640 0345 R01 110:23

JUL 25 84

E. AUBREY COLLISON
CLERK

1984 JUL 25 AM 11:48

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mailed to Secured Party

John J Mizurak
(Signature of Debtor)

JOHN J MIZURAK

Type or Print Above Name on Above Line

Donna M. Mizurak
(Signature of Debtor)

DONNA M MIZURAK

Type or Print Above Signature on Above Line

Glenn F. Focht
(Signature of Secured Party)

GLENN F FOCHT

Type or Print Above Signature on Above Line

1 D. 50

STATE OF MARYLAND

BOOK 475 PAGE 229A

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated MAY 24, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

252825

Name JAMES M SMITH AND GERTRUDE SMITH

Address 2105 EDWIN LANE, CRANESVILLE, MD, 21032

2. SECURED PARTY

Name HORVEST FINANCIAL MARYLAND INC

Address 2020 D WEST ST

ANNAPOLIS, MD, 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Color Television, 1 Stereo, 1 Frigidare Washer, 1 Frigidare Refrigerator, Freezer, 1 Stove, 1 Vacuum Cleaner, 1 Air Conditioner, 1 Living Room Set, 1 Bedroom Set, 1 Dining Room Set

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1984 JUL 25 AM 11:49
E. AUBREY COLLISON
CLERK

RECORD FEE 12.00
POSTAGE .50
#23641 0345 R01 110E24
JUL 25 '84

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

James M Smith
(Signature of Debtor)

JAMES M SMITH

Type or Print Above Name on Above Line

Gertrude Smith
(Signature of Debtor)

GERTRUDE M SMITH

Type or Print Above Signature on Above Line

Glenn F. Foote
(Signature of Secured Party)

GLENN F FOOTE

Type or Print Above Signature on Above Line

Mailed to Secured Party

12.00
50

STATE OF MARYLAND

BOOK 475 PAGE 230

A

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated MAY 10, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

252826

1. DEBTOR

Name AUGUSTINE SPRUILL AND THERESA SPRUILL
Address 1006 PRESIDENT ST, ANNAPOLIS, MD, 21403

2. SECURED PARTY

Name NORWEST FINANCIAL MARYLAND
Address 2020 D WEST ST
ANNAPOLIS, MD, 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Color Television, 1 Stereo, 1 Refrigerator, 1 Stove, 1 Vacuum cleaner, 1 Living Room Set, 1 Bedroom Set, 1 Dining Room Set

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1984 JUL 25 AM 11:49
E. AUBREY COLLISON
CLERK

RECORD FEE 12.00
POSTAGE 50
25394 C345 R01 T10-24
JUL 25 84

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

Augustine Spruill
(Signature of Debtor)

AUGUSTINE SPRUILL
Type or Print Above Name on Above Line

Theresa Spruill
(Signature of Debtor)

THERESA SPRUILL
Type or Print Above Signature on Above Line

Glenn F. Focho
(Signature of Secured Party)

GLENN F FOCHT
Type or Print Above Signature on Above Line

12.50

STATE OF MARYLAND

BOOK 475 PAGE 231

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

A

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated MAY 31, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

252827

1. DEBTOR

Name CARL F RECKTENWALD AND CATHERINE RECKTENWALD

Address 704 LONDONTOWN RD, EDGEWATER, MD, 21037

2. SECURED PARTY

Name NORWEST FINANCIAL MARYLAND INC

Address 2020 D WEST ST

BALTIMORE, MD, 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 Color Television, 1 Whirlpool Washer, 1 Dryer, 1 Refrigerator,
- 1 Stove, 1 Vacuum Cleaner, 1 Air Conditioner, 1 Living Room Set,
- 1 Bedroom Set

RECEIVED FOR RECORD
CIRCUIT COURT... COUNTY
1984 JUL 25 AM 11:49
E. AUBREY COLLISON
CLERK

RECORD FEE 12.00
POSTAGE .50
#23643 0345 801 710-25
JUL 25 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mailed to Secured Party

Carl Recktenwald
(Signature of Debtor)

CARL RECKTENWALD
Type or Print Above Name on Above Line

Catherine Recktenwald
(Signature of Debtor)

CATHERINE RECKTENWALD
Type or Print Above Signature on Above Line

Glenn F. Foelt
(Signature of Secured Party)

GLENN F FOELT
Type or Print Above Signature on Above Line

10-66
10-56

BOOK 475 PAGE 232

252803

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any):

1 Debtor(s) (Last Name First) and Address(es)

Wagner Brothers, Inc.
1402 Marva Vista Court
Crofton, Maryland 21114

2 Secured Party(ies) and Address(es)

Baltimore Mack Trucks, Inc.
610 Nursery Road
Linthicum, Maryland 21090

For Filing Officer (Date, Time, Number, and)

RECORD FEE 12.00
POSTAGE .50

4 This financing statement covers the following types (or items) of property:

(2) RD686SX 1984 Mack 1M2P140C3EA011598 w/Benson Body 84-167
1M2P140C5EA011599 w/Benson Body 84-169

5 Assignee(s) of Secured Party and Address(es)

Associates Commercial Corp.
P.O. Box "A"
College Park, Maryland 20740

#23647 0345 R01 T10:48

JUL 25 1984

DOCUMENT NOT SUBJECT TO RECORDATION TAX

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state
 which is proceeds of the original collateral described above in which a security interest was perfected

Check if covered. Proceeds of collateral are also covered Products of Collateral are also covered No. of additional sheets presented:

Filed with: COUNTY

Wagner Brothers, Inc.

Baltimore Mack Trucks, Inc.

By:

Jed C. Wagner
Signature(s) of Debtor(s)

By:

James V.P.
Signature(s) of Secured Party(ies)

603469 Rev. 12-80

Filing Officer Copy — Alphabetical

Mailed to Secured Party

12-00
56

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 JUL 25 AM 11:50

E. AUBREY COLLISON
CLERK

STATE OF MARYLAND

BOOK 475 PAGE 233

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MD

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 250414
JAN. 11, 1984
RECORDED IN LIBER 469 FOLIO 239 ON ~~NOV 22 1983~~ (DATE)

1. DEBTOR

Name DHL Airways, Inc.
Address 1000 Cherry Avenue, Suite 325 San Bruno, CA 94066

2. SECURED PARTY

FIRST NATIONWIDE SAVINGS
Name c/o FNS Corporate Funding
Address 100 Tiburon Blvd., Suite 200 Mill Valley, CA 94941

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

1984 JUL 25 PM 11:50
E. AUBREY COLLISON
CLERK

RECEIVED FOR RECORD
CIRCUIT COURT ANNE ARUNDEL COUNTY
CHECK FORM OF STATEMENT

BL
CLERK

| | |
|---|---|
| <p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) AMENDMENT</p> |

All LaserNet Equipment located at all offices of debtor in this state including all replacements, substitutions and additions thereto. The collateral described herein including but is not limited to the specific equipment described in filing # 250414

RECORDED
POSTAGE
10.00
.50
345 R01 710:52
JUL 25 84

Mailed to Secured Party

10.00
.50

Dated 6/13/84

Henry Arlin Salmon VP
(Signature of Secured Party)
HENRY ARLIN SALMON
VICE PRESIDENT
FNS CORPORATE FUNDING
(415) 381-3590

First Nationwide Savings
Type or Print Above Name on Above Line

JTB

STATE OF MARYLAND

BOOK 475 PAGE 234

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated June 15, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

252823

Name John R. & Wayne R. O'Neill

Address 5496 Brookwood Road, Lothian, Maryland 20711

2. SECURED PARTY

Name Massey-Ferguson Credit Corp.

Address P.O. Box 10357, Des Moines, Iowa 50306

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 - Used MF 285 Tractor
SN# 9A328841

RECORD FEE 12.00
POSTAGE .50
#23656 0345 R01 TLO: 59
JUL 25 84

1984 JUL 25 AM 11:51
E. AUBREY COLLISON
CLERK

RECEIVED FOR RECORD
SOUTH MOUNTAIN COUNTY

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Mailed to Secured Party

John R. O'Neill
(Signature of Debtor)

JOHN R. O'NEILL
Type or Print Above Name on Above Line

Wayne R. O'Neill
(Signature of Debtor)

WAYNE R. O'NEILL
Type or Print Above Signature on Above Line

William A. Bridgett
(Signature of Secured Party)

WILLIAM A. BRIDGETT / SOUTH END GARAGE, INC.
Type or Print Above Signature on Above Line

12.50

252830

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**
and/or its Parent, Affiliates or Subsidiaries

FILING OFFICER NOTICE:

PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

ADDRESS: 7164 E FURNACE RD RD
CITY & STATE: GLEN BURNIE, MD 21061

| | | | |
|------------------------------------|--|----------------------------------|-----|
| DEBTOR(S) (AND ADDRESSES) | | DATE OF THIS FINANCING STATEMENT | |
| PUNNY R AND KATALIN CAMPBELL | | 08-84 | |
| 7019 CHRISTIAN LOOP E FT MEADE, MD | | ACCOUNT NO. | TAB |
| 20755 | | 289901072 | 72 |

9699

Filed with: CLERK OF CRT ANNE ARUNDEL CO ANNAPOLIS, MD

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**
(a) If described, Motor Vehicles as follows:

| YEAR MODEL | MAKE | BODY TYPE | MODEL NO. OR LETTER | SERIAL NUMBER | MOTOR NUMBER | NUMBER CYL. |
|------------|------|-----------|---------------------|---------------|--------------|-------------|
| | | | | | | |
| | | | | | | |

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1984 JUL 25 AM 11:51
E. AUBREY COLLISON
CLERK

RECORD FEE 12.00
RECORD TAX 17.50
POSTAGE .50
#23662 0345 R01 T11:03
JUL 25 84

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.

FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS \$ 2701.82

BY Richard S. Miller Dept. mgr Bunny R Campbell
TITLE PUNNY R CAMPBELL DEBTOR
Katalin Campbell DEBTOR
KATALIN CAMPBELL

ORIGINAL - FILING OFFICER COPY

Mailed to Secured Party

12.00
17.50
50

BOOK 475 PAGE 236

253831

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

EASTERN WOOD FIBERS, INC.
8245 DORSEY RUN ROAD
JESSUP, MD. 20794

2. Secured Party(ies) and address(es)

General Electric Credit Corporation
AMERICAN CITY BLDG.
SUITE #111
COLUMBIA, MD. 21044

For Filing Officer (Date, Time, Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:

ONE(1) USED 1982 DORSEY TRAILER, SELF LOADING MODEL, SERIAL NUMBER #1DtV44W23CA158204

5. Assignee(s) of Secured Party and Address(es)

RECORD FEE 11.00

JUL 25 11:04 AM '84

JUL 25 84

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

EASTERN WOOD FIBERS, INC.

By:

Frank H. Fairman
Signature(s) of Debtor(s)

By:

Hinda Q. York
Signature(s) of Secured Party(ies)

General Electric Credit Corporation
AMERICAN CITY BLDG. SUITE# 111
COLUMBIA, MD. 21044

(1) Filing Officer Copy — Alphabetical

STANDARD FORM - FORM UCC-1.

CATALOG ORDER NO. G60020

CI-329 (8/74)

11.00
Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 JUL 25 AM 11:52

E. AUBREY COLLISON
CLERK

AA

BOOK 475 PAGE 237

1250

253802

NOT TO BE RECORDED IN LAND RECORDS FINANCING STATEMENT NOT SUBJECT TO RECORDING TAX

This statement is being filed for notice purposes and is not intended to convert the lease into a security agreement.

1. Lessee Richard Vega & Associates
Name or Names
8223 Ft. Smallwood Road Baltimore Md. 21226
Address - Street No. City-County State Zip Code

2. Lessor The Equipment Leasing Company
Ruxton Towers Box 307 Riderwood, Maryland 21139

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary.)

1- Cellular Telephone - S/N 289CJA 0812

RECORD FEE 11.00
POSTAGE 50
423635 0345 ROL 11:52 AM '84
JUL 25 84

Lessee: Richard Vega & Assoc.

Lessor:

Frank A. Blackmore 1/19/84
(Signature of Lessee)

THE EQUIPMENT LEASING COMPANY

[Signature]
(Signature of Lessor)

FRANK A. BLACKMORE Administrator
(Type or Print) (Include Title)

Frank M. Jones VP
(Type or Print) (Include Title)

To the Filing Officer: After this statement has been recorded please mail the same to: The Equipment Leasing Company, Ruxton Towers, Box 307, Riderwood, Maryland 21139.

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
Mailed to Secured Party

1984 JUL 25 AM 11:52

E. AUBREY COLLISON
CLERK

CD 11.00
50

a. a.
BOOK 475 PAGE 238

11.50

252833

NOT TO BE RECORDED IN LAND RECORDS

FINANCING STATEMENT

NOT SUBJECT TO RECORDING TAX

This statement is being filed for notice purposes and is not intended to convert the lease into a security agreement.

1. Lessee

General Elevator
Name or Names

601 Nursery Road Linthicum, Maryland 21090
Address - Street No. City-County State Zip Code

2. Lessor

The Equipment Leasing Company

Ruxton Towers Box 307 Riderwood, Maryland 21139

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary.)

Motorolla Dyna Tac Cellular Phone - S/N 289C SE 1532

RECORD FEE 11.00
POSTAGE .50
TOTAL 11.50
0345 R01 7.1109

JUL 25 84

Lessee: General Elevator

Lessor:

THE EQUIPMENT LEASING COMPANY

Rudolph S. Stewart
(Signature of Lessee)

[Signature]
(Signature of Lessor)

RUDOLPH S. STEWART ASST. SELL
(Type or Print) (Include Title)

[Signature]
(Type or Print) (Include Title)

To the Filing Officer: After this statement has been recorded please mail the same to:
The Equipment Leasing Company, Ruxton Towers, Box 307, Riderwood, Maryland 21139.

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1984 JUL 25 AM 11:52
E. AUBREY COLLISON
CLERK

11.00
80

AA
BOOK 475 PAGE 239

11.50
252832

NOT TO BE RECORDED IN LAND RECORDS FINANCING STATEMENT NOT SUBJECT TO RECORDING TAX

This statement is being filed for notice purposes and is not intended to convert the lease into a security agreement.

1. Lessee Nevamar Corp
 Name or Names
- 8339 Telegraph Road, Odenton, Md. 21113
 Address - Street No. City-County State Zip Code
2. Lessor The Equipment Leasing Company
- Ruxton Towers Box 307 Riderwood, Maryland 21139
3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary.)

Disc Drive - S/N 8083563
 S/N 141359596

RECORD FEE 11.00
POSTAGE .50
#23687 0345 901 711 #13
JUL 25 84

Lessee: NEVAMAR CORP.

John M. Whalen
(Signature of Lessee)

John M. Whalen
Vice-President, Manufacturing
(Type or Print) (Include Title)

Lessor:

THE EQUIPMENT LEASING COMPANY

G. Arnold Kaufman
(Signature of Lessor)

G. ARNOLD KAUFMAN, VICE PRESIDENT
(Type or Print (Include Title))

To the Filing Officer: After this statement has been recorded please mail the same to:
The Equipment Leasing Company, Ruxton Towers, Box 307, Riderwood, Maryland 21139.

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY
1984 JUL 25 AM 11:52
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

11.00
188

BOOK 475 PAGE 240

AA

1250

252835

NOT TO BE RECORDED IN LAND RECORDS

FINANCING STATEMENT

NOT SUBJECT TO RECORDING TAX

This statement is being filed for notice purposes and is not intended to convert the lease into a security agreement.

- 1. Lessee ABUMA Enterprises
Name or Names
- P.O. Box 213 Arnold, Maryland 21012-0213
Address - Street No. City-County State Zip Code
- 2. Lessor The Equipment Leasing Company
Ruxton Towers Box 307 Riderwood, Maryland 21139

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary.)

1 Toshiba B.D. 5511 Copier - SN IC415524

RECORD FEE 11.00
MORTGAGE .50

#23468 C345 R01 T11:13
JUL 25 84

Lessee: ABUMA Enterprises

Lessor:

[Signature]
(Signature of Lessee)

THE EQUIPMENT LEASING COMPANY

M.T. MAARSCHAIKERWEERD/owner
(Type or Print) (Include Title)

[Signature]
(Signature of Lessor)
G. ARNOLD KAUFMAN, VICE PRESIDENT
Type or Print (Include Title)

To the Filing Officer: After this statement has been recorded please mail the same to:
The Equipment Leasing Company, Ruxton Towers, Box 307, Riderwood, Maryland 21139.

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 JUL 25 AM 11:52

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

1200
80

BOOK 475 PAGE 241

AA 13.50

252536

NOT TO BE RECORDED IN LAND RECORDS

FINANCING STATEMENT

NOT SUBJECT TO RECORDING TAX

This statement is being filed for notice purposes and is not intended to convert the lease into a security agreement.

1. Lessee Terry L. Armstrong T/A Servicemaster of Severna
Name or Names

7829 B Silverleaf Court Glen Burnie, Md. 21061
Address - Street No. City-County State Zip Code

2. Lessor The Equipment Leasing Company

Ruxton Towers Box 307 Riderwood, Maryland 21139

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary.)

- 1 #260 B Convertamatic Scrubber
- 1 Whirlamatic 2000 Buffer

RECORD FEE 12.00
POSTAGE .50

#23667 0345 R01 T11:14

JUL 25 84

Lessee: Terry L. Armstrong
T/A Servicemaster of Severna Park

Lessor: THE EQUIPMENT LEASING COMPANY

[Signature]
(Signature of Lessee)

[Signature]
(Signature of Lessor)

Terry L. Armstrong-owner
(Type or Print) (Include Title)

JENNIS M. HORNER V.P.
Type or Print (Include Title)

To the Filing Officer: After this statement has been recorded please mail the same to:
The Equipment Leasing Company, Ruxton Towers, Box 307, Riderwood, Maryland 21139.

Mailed to Secured Party
Mailed to

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 JUL 25 AM 11:52

E. AUBREY COLLISON
CLERK

12.00
.50

BOOK 475 PAGE 242

AA
11.50

252807

NOT TO BE RECORDED IN LAND RECORDS

FINANCING STATEMENT

NOT SUBJECT TO RECORDING TAX

This statement is being filed for notice purposes and is not intended to convert the lease into a security agreement.

1. Lessee

The Mail Room, Inc.
Name or Names
7155 Furnace Branch Road - Glen Burnie, MD 21061
Address - Street No. City-County State Zip Code

2. Lessor

The Equipment Leasing Company
Ruxton Towers Box 307 Riderwood, Maryland 21139

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary.)

- 1 - T.I. Professional Computer - S/N 0464140174
- 1 - T.I. Printer FU3511029 (Monitor)
- 1 - Accounting Software Packages

RECORD FEE 11.00
POSTAGE .50
#23670 C345 RM T11#14

JUL 25 84

Lessee: The Mail Room, Inc.

Lessor:

Bobby Davis
(Signature of Lessee)

THE EQUIPMENT LEASING COMPANY

Linda Kaufman
(Signature of Lessor)

Bobby Davis PRES
(Type or Print) (Include Title)

LINDA KAUFMAN, SECT.
Type or Print (Include Title)

D

To the Filing Officer: After this statement has been recorded please mail the same to:
The Equipment Leasing Company, Ruxton Towers, Box 307, Riderwood, Maryland 21139.

Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 JUL 25 AM 11:52

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

11-00
Jed

AA

BOOK 475 PAGE 243

11.50

252833

NOT TO BE RECORDED IN LAND RECORDS

FINANCING STATEMENT

NOT SUBJECT TO RECORDING TAX

This statement is being filed for notice purposes and is not intended to convert the lease into a security agreement.

1. Lessee

Proudfoot Janitorial Service
Name or Names

326 Riverdale Road Pasadena, Maryland 21146
Address - Street No. City-County State Zip Code

2. Lessor

The Equipment Leasing Company

Ruxton Towers Box 307 Riderwood, Maryland 21139

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary.)

1 NSS Rustler 2 High Pressure Extractor ^{14 RS} ~~9~~ gallon size with power stractor.

Mercury 19" High Speed Buffer

RECORDING FEE 11.00
POSTAGE .50
#23671 0345 R01 T11:18
JUL 25 84

Lessee: Proudfoot Janitorial Service

Lessor:

Ronald W Goldstraw
(Signature of Lessee)

THE EQUIPMENT LEASING COMPANY

G. ARKAD
(Signature of Lessor)

RONALD W GOLDSTRAW PRES.
(Type or Print) (Include Title)

G. ARKAD
Type or Print (Include Title)

To the Filing Officer: After this statement has been recorded please mail the same to: The Equipment Leasing Company, Ruxton Towers, Box 307, Riderwood, Maryland 21139.

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 JUL 25 AM 11:53

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

11.50

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BOOK 475 PAGE 244

12.50
252800

NOT TO BE RECORDED IN LAND RECORDS

FINANCING STATEMENT

NOT SUBJECT TO RECORDING TAX

This statement is being filed for notice purposes and is not intended to convert the lease into a security agreement.

- 1. Lessee Arnold Shell Service
Name or Names
1497 Ritchie Highway Arnold, Maryland 21012
Address - Street No. City-County State Zip Code
- 2. Lessor The Equipment Leasing Company
Ruxton Towers Box 307 Riderwood, Maryland 21139

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary.)

- 1 AMMW #4000 Drum Disc Lathe
- 1 #9490
- 1 #7075

RECORD FEE 11.00
POSTAGE .50

#23672 C345 R01 T11:18

Lessee: Arnold Shell Service

Lessor:

JUL 25 84

Charles Roberts
(Signature of Lessee)

THE EQUIPMENT LEASING COMPANY

[Signature]
(Signature of Lessor)

CHARLES H. ROBERTS OWNER
(Type or Print) (Include Title)

C. ARNOLD KAUFMAN VICE PRESIDENT
Type or Print (Include Title)

To the Filing Officer: After this statement has been recorded please mail the same to:
The Equipment Leasing Company, Ruxton Towers, Box 307, Riderwood, Maryland 21139.

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 JUL 25 AM 11:53

E. AUBREY COLLISON
CLERK

11-00
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Mailed to Secured Party

A A
BOOK 475 PAGE 245

13.50
2525 10

NOT TO BE RECORDED IN LAND RECORDS FINANCING STATEMENT NOT SUBJECT TO RECORDING TAX

This statement is being filed for notice purposes and is not intended to convert the lease into a security agreement.

1. Lessee Historic Inns of Annapolis, Inc. T/A Maryland Inn
Name or Names
21 Church Circle Annapolis, Maryland 21401
Address - Street No. City-County State Zip Code

2. Lessor The Equipment Leasing Company
Ruxton Towers Box 307 Riderwood, Maryland 21139

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary.)

2 - EX 55 Silver Reed Typewriters; 2 - EX 55M Typewriter W/Memory
#s 85101053 #s 85101044
85100995 85101138

RECORD FEE 12.00
POSTAGE .50
#23673 C345 M1 T11:19

Lessee: Historic Inns of Annapolis, Inc.
T/A Maryland Inn

Lessor:
THE EQUIPMENT LEASING COMPANY

JUL 25 84

Paul Pearson
(Signature of Lessee)

[Signature]
(Signature of Lessor)

PAUL M. PEARSON, General Partner
(Type or Print) (Include Title)

G. ARNOLD KAUFMAN, VICE PRESIDENT
Type or Print (Include Title)

To the Filing Officer: After this statement has been recorded please mail the same to:
The Equipment Leasing Company, Ruxton Towers, Box 307, Riderwood, Maryland 21139.

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1984 JUL 25 AM 11:53
E. AUBREY COLLISON
CLERK

Mailed to Secured Party 12.00
5.00

AA.

11.50

BOOK 475 PAGE 246

252811

NOT TO BE RECORDED IN LAND RECORDS

FINANCING STATEMENT

NOT SUBJECT TO RECORDING TAX

This statement is being filed for notice purposes and is not intended to convert the lease into a security agreement.

1. Lessee

Paradise Travel Club

Name or Names

122 Main Street, Suites A & B, Annapolis, Maryland 21401

Address - Street No. City-County State Zip Code

2. Lessor

The Equipment Leasing Company

Ruxton Towers Box 307 Riderwood, Maryland 21139

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary.)

- 1 Lot of Office Furniture - 2 - WALNUT 42" RD. TABLES
- 7 - SIDE ARM CHAIRS RECORDS FEE 11.00
- 2 - BOOK CASES POSTAGE .50
- 1 - 2 DRAWER LEGAL INSULATED FILE #25814 1343 #01 11:20

JUL 25 84

Lessee: Paradise Travel Club

Lessor:

William H. Hall
(Signature of Lessee)

THE EQUIPMENT LEASING COMPANY
[Signature]
(Signature of Lessor)

W. William H. Hall Pres.
(Type or Print) (Include Title)

Dennis M. Horner
DENNIS M. HORNER, V.P.
(Type or Print (Include Title))

To the Filing Officer: After this statement has been recorded please mail the same to: The Equipment Leasing Company, Ruxton Towers, Box 307, Riderwood, Maryland 21139.

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1984 JUL 25 AM 11:53
E. AUBREY COLLISON
CLERK

Mailed to Secured Party
11.50

MARYLAND FINANCING STATEMENT

(xx) Not Subject to Recordation Tax
() Recordation Tax of \$_____ on
Principal Amount of \$_____ is
enclosed/has been paid (strike
inapplicable phrase).

For Filing Officer
File No.: _____
Record Reference: _____
Date & Hour of Filing: _____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE H. & H. Enterprises
(Name or Names)
7401 Assateague Drive, Jessup, Maryland 20794
(Address)

LESSEE _____
(Name or Names)

(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any)
Of LESSOR Harbor Federal Savings & Loan
(Name or Names)
3200 Eastern Avenue, Baltimore, MD 21224
(Address)

RECORD FEE 11.00
POSTAGE .50

4. This financing Statement covers the following types (or items) of property: 38

1 - Sanyo 800 Plain Paper Copier
S/N 3441

JUL 25 84

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY
1984 JUL 25 AM 11:53
AUBREY COLLISON
CLERK

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE

LESSOR

H. & H. Enterprises

CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: X Craig G. Hock Pres.
Craig G. Hock, Pres. (Title)

By: Gordon T. Hill
Gordon T. Hill, Pres. (Title)

(Type or print name of person signing)

(Type or print name of person signing)

By: _____
(Title)

Return to: Harbor Federal Savings & Loan
3200 Eastern Ave.
Baltimore, MD 21224
Attn: Bob Williams

(Type or print name of person signing)

Mailed to: _____

MARYLAND FINANCING STATEMENT

BOOK 475 PAGE 248

(xx) Not Subject to Recordation Tax
 () Recordation Tax of \$_____ on
 Principal Amount of \$_____ is
 enclosed/has been paid (strike
 inapplicable phrase).

| | |
|-----------------------|--------|
| For Filing Officer | 252843 |
| File No.: | |
| Record Reference: | |
| Date & Hour of Filing | |

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE J & S Auto Parts, Inc.
 (Name or Names)
500 Mountain Road, Pasadena, Maryland 21122
 (Address)

LESSEE _____
 (Name or Names)

 (Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any)
 of LESSOR Harbor Federal Savings & Loan
 (Name or Names)
3200 Eastern Avenue, Baltimore, MD 21224
 (Address)

RECORD FEE 11.00
 POSTAGE .50
 #23679 0345 R01 11:39
 JUL 25 84

4. This financing Statement covers the following types (or items) of property:

RECEIVED FOR RECORD
 CIRCUIT COURT, BALTIMORE COUNTY
 1984 JUL 25 AM 11:53
 E. AUBREY COLLISON
 CLERK

1 - Sanyo Model 800 Copier
 S/N 3496

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
 Products of Collateral are also covered Yes () No (xx)

LESSEE
J & S Auto Parts, Inc.

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Patricia A. Pannuty
 (Title)
Patricia A. Pannuty
 (Type or print name of person signing)

By: Gordon T. Hill
 (Title)
Gordon T. Hill, Pres.
 (Type or print name of person signing)

By: _____
 (Title)

 (Type or print name of person signing)

Return to: Harbor Federal Savings & Loan
 3200 Eastern Avenue
 Baltimore, MD 21224
 Attn: Bob Williams

Mailed to: _____

TO BE RECORDED IN LAND RECORDS
 NOT TO BE RECORDED IN LAND RECORDS

SUBJECT TO RECORDING TAX ON PRINCIPAL AMOUNT OF \$ _____
 NOT SUBJECT TO RECORDING TAX ON PRINCIPAL AMOUNT OF \$ _____

FINANCING STATEMENT

1. Debtor(s):

CHONG KWON
 Name or Names—Print or Type

Address—Street No., City - County State Zip Code

SUNG JA KWON
 Name or Names—Print or Type
 702 Crain Highway Glen Burnie Md 21061
 Address—Street No., City - County State Zip Code

2. Secured Party:

MERLE F. LYNCH
 Name or Names—Print or Type
 508 Norman Avenue Glen Burnie Md. 21061
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). All fixtures, stock, equipment, proceeds, licences located at Kohn & Kelly, 702 N. Crain Highway Glen Burnie, Md. 21061 as more specifically set forth in a security agreement to which the above debtors have agreed to be obligated and filed among the Chattel Records of the Circuit Court for Anne Arundel County, Liber 467,

4. If above described personal property is to be affixed to real property, describe real property. Page 104, I.D. 249554

RECORD FEE 12.00

5. If collateral is crops, describe real estate.

POSTAGE .50

#66077 0055 R02 713:45
 JUL 25 84

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

SECURED PARTY:

Chong Kwon
 (Signature of Debtor)

CHONG KWON
 Type or Print

Sung Ja Kwon
 (Signature of Debtor)

SUNG JA KWON
 Type or Print

(Company, if applicable)

Merle F. Lynch
 (Signature of Secured Party)

MERLE F. LYNCH
 Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address John Gardner, Esq; 1069 Kings Road, Pasadena, Md. 21122

Lucas Bros. Form F-1

Mailed to

RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY

1984 JUL 25 PM 1:48

E. AUBREY COLLISON
 CLERK

FINANCING STATEMENT

- 1. Name of Debtor: MARYLAND MANOR OF GLEN BURNIE, INC.
Address: 7575 E. Howard Street
Glen Burnie, Maryland 21061
- 2. Name of Secured Party: MARYLAND NATIONAL BANK
Address: Real Estate Department
10 Light Street
Baltimore, Maryland 21202

3. This Financing Statement covers the following types (or items) of property:

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated July 24, 1984 from Debtor to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts in respect of any and all leases or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts are in existence or hereafter created and the proceeds thereof.

(c) Proceeds of all collateral are covered.

4. Recordation tax has been paid to the Clerk of the Circuit Court of Anne Arundel County upon recording of the Deed of Trust.

Debtor:
MARYLAND MANOR OF GLEN
BURNIE, INC.

Secured Party:
MARYLAND NATIONAL BANK

Carl S. Bennett, Pres.

By *Richard C. Jacobs*

RECORD FEE 13.00
POSTAGE .50
#64106 0055 R02 T14:56
JUL 25 84

Mr. Clerk: Return to Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202
ATTN: Kathleen M. Donahue

Mailed to: _____

PLEASE RECORD IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, AND WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

1984 JUL 25 PM 3:05
E. AUBREY COLLISON
CLERK

RECORDED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1300
50



PROPERTY DESCRIPTION

ALL that tract or parcel of land located in Anne Arundel County, State of Maryland, and more particularly described as follows:

BEGINNING for the same at a point in the closing line of the second parcel of the conveyance by M.A. Management, Inc., unto Maryland Nursing Homes, Inc. by deed dated December 5, 1972 and recorded among the Land Records of Anne Arundel County in Liber W.G.L. 2545 folio 184; said beginning point being on the Easternmost side of Howard Road; thence leaving said beginning point so fixed and running with the Easternmost side of said road as now surveyed with a meridian referred to the Anne Arundel County Grid, South 28 degrees 05 minutes 26 seconds East 297.19 feet to intersect the Northernmost side of Marley Neck Road (now Marley Neck Blvd.) as shown on Plats 4 and 5 of 12, Recorded Among the Land Records of Anne Arundel County in Liber W.G.L. 2659 folio 371 with the conveyance from Maryland Nursing Home, Inc. unto Anne Arundel County, Maryland; thence running with said road the following courses and distances:

South 75 degrees 58 minutes 30 seconds East 23.86 feet;
North 42 degrees 11 minutes 38 seconds East 82.96 feet;
North 31 degrees 58 minutes 40 seconds East 49.98 feet;
North 46 degrees 13 minutes 42 seconds East 49.56 feet;
North 45 degrees 28 minutes 15 seconds East 49.63 feet to a curve to the left having a radius of 3774.71 feet on an arc of 148.23 feet, said arc having a chord of
North 38 degrees 11 minutes 20 seconds East 148.22 feet; thence
North 40 degrees 09 minutes 43 seconds East 49.52 feet;
North 38 degrees 15 minutes 15 seconds East 49.50 feet;
North 38 degrees 39 minutes 26 seconds East 49.59 feet;
North 36 degrees 05 minutes 04 seconds East 49.57 feet to a curve to the left having a radius of 3784.71 on an arc of 138.96 feet, said arc having a chord of North 33 degrees 00 minute 43 seconds East 138.95 feet to intersect the third or North 20 degrees 48 minutes West 340.65 foot line of said second parcel of said conveyance to Maryland Nursing Home, Inc.; thence leaving said road and running North 28 degrees 20 minutes 26 seconds West 27.29 feet to the end of said line; thence running with part of said closing line South 61 degrees 54 minutes 06 seconds West

673.41 feet to the place of beginning. Containing 2.795 acres, more or less, according to a survey plat and description by Edward Hall, III and Associates in July of 1984.

BEING part of the conveyance by M.A. Management, Inc. unto Maryland Nursing Home, Inc. by deed dated December 5, 1972 and recorded among the Land Records of Anne Arundel County in Liber W.G.L. 2545 folio 184.

FINANCING STATEMENT

1. Name of Debtor: Maryland Manor of Glen Burnie, Inc.
Address: 7575 E. Howard Street
Glen Burnie, Maryland 21061
2. Named of Secured Party: A. A. Maryland Nursing Home, Inc.
a body corporate of the State of Maryland
(formerly known as Maryland Nursing Home, Inc.)
Address: 124 South Street
Annapolis, Maryland 21401
c/o: William J. Boehm
3. This Financing Statement covers the following types of property:
 - (a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated July 24, 1984 from Debtor to Walter L. Samet and Howard C. Hurwitz, Trustees, all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit #A attached hereto and made a part hereof.
 - (b) All accounts in respect of any and all leases or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts are in existence or hereafter created and the proceeds thereof.
 - (c) Proceeds of all collateral are covered.
4. Recordation tax has been paid to the Clerk of the Circuit Court of Anne Arundel County upon recording of the Deed of Trust.

RECEIVED FOR RECORD
 CIRCUIT COURT... COUNTY
 1984 JUL 25 PM 3:05
 - ANDREY COLLISON

RECORD FEE 13.00
 POSTAGE 50
 754107 0055 R02 T14:57
 JUL 25 84

Debtor:
MARYLAND MANOR OF
GLEN BURNIE, INC.

Carl Brunetto
CARL BRUNETTO, President

Martin L. Doordan
MARTIN L. DOORDAN, Vice President

Secured Party: A. A. MARYLAND NURSING HOME, INC.
a body corporate of the State of Maryland (formerly known as Maryland Nursing Home, Inc.)

William J. Boehm
WILLIAM J. BOEHM, President

Stephanie Anderson
STEPHANIE ANDERSON
Vice President

Phyllis Anderson
PHYLLIS ANDERSON, Secretary

wls d20,18

Mailed to Secured Party

1300
50

Mr. Clerk:

Please return to: Walter L. Samet, Esquire
718 Equitable Bldg.
10 N. Calvert Street
Baltimore, Maryland 21202

PLEASE RECORD IN THE FINANCING STATEMENT RECORDS OF ANNE
ARUNDEL COUNTY AND WITH THE STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION.

EXHIBIT A

BEGINNING for the same at a point in the closing line of the second parcel of the conveyance by M.A. Management, Inc., unto Maryland Nursing Homes, Inc. by deed dated December 5, 1972 and recorded among the Land Records of Anne Arundel County in Liber W.G.L. 2545 folio 184; said beginning point being on the Easternmost side of Howard Road; thence leaving said beginning point so fixed and running with the Easternmost side of said road as now surveyed with a meridian referred to the Anne Arundel County Grid, South 28 degrees 05 minutes 26 seconds East 297.19 feet to intersect the Northernmost side of Marley Neck Road (now Marley Neck Blvd.) as shown on Plats 4 and 5 of 12, Recorded Among the Land Records of Anne Arundel County in Liber W.G.L. 2659 folio 371 with the conveyance from Maryland Nursing Home, Inc. unto Anne Arundel County, Maryland; thence running with said road the following courses and distances:

South 75 degrees 58 minutes 30 seconds East 23.86 feet;
North 42 degrees 11 minutes 38 seconds East 82.96 feet;
North 31 degrees 58 minutes 40 seconds East 49.98 feet;
North 46 degrees 13 minutes 42 seconds East 49.56 feet;
North 45 degrees 28 minutes 15 seconds East 49.63 feet to a curve to the left having a radius of 3774.71 feet on an arc of 148.23 feet, said arc having a chord of
North 38 degrees 11 minutes 20 seconds East 148.22 feet; thence
North 40 degrees 09 minutes 43 seconds East 49.52 feet;
North 38 degrees 15 minutes 15 seconds East 49.50 feet;
North 38 degrees 39 minutes 26 seconds East 49.59 feet;
North 36 degrees 05 minutes 04 seconds East 49.57 feet to a curve to the left having a radius of 3784.71 on an arc of 138.96 feet, said arc having a chord of North 33 degrees 00 minute 43 seconds East 138.95 feet to intersect the third or North 20 degrees 48 minutes West 340.65 foot line of said second parcel of said conveyance to Maryland Nursing Home, Inc.; thence leaving said road and running North 28 degrees 20 minutes 26 seconds West 27.29 feet to the end of said line; thence running with part of said closing line South 61 degrees 54 minutes 06 seconds West 673.41 feet to the place of beginning. Containing 2.795 acres, more or less, according to a survey plat and description by Edward Hall, III and Associates in July of 1984.

BEING part of the conveyance by M.A. Management, Inc. unto Maryland Nursing Home, Inc. by deed dated December 5, 1972 and recorded among the Land Records of Anne Arundel County in Liber W.G.L. 2545 folio 184.

ANNE ARUNDEL COUNTY

U.C.C. FINANCING STATEMENT

1. Name of Debtor: MARYLAND MANOR OF GLEN BURNIE, INC.
Address: 7575 E. Howard Street
Glen Burnie, Maryland 21061
2. Name of Secured Party: A. A. MARYLAND NURSING HOME, INC.
Address: c/o William J. Boehm, Esquire
124 South Street
Annapolis, Maryland 21401
3. This Financing Statement covers the following types (or items) of property:

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Third Deed of Trust dated July 24, 1984 from Debtor to William J. Boehm and Phyllis Anderson, Trustees, (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts in respect of any and all leases or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts are in existence or hereafter created and the proceeds thereof.

(c) Proceeds of all collateral are covered.

4. Recordation tax has been paid to the Clerk of the Circuit Court of Anne Arundel County upon recording of the Deed of Trust.

RECORD FEE 11.00
POSTAGE .50
#34108 0055 R02 T14:57
JUL 25 84

Debtor:

MARYLAND MANOR OF
GLEN BURNIE, INC.

By: Carl A. Brunetto
Carl A. Brunetto
President

Secured Party:

A.A. MARYLAND NURSING
HOME, INC.

By: William J. Boehm
William J. Boehm
President

MR. CLERK: Return to William J. Boehm, Esquire
124 South Street
Annapolis, Maryland 21401

Mailed to: _____

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1984 JUL 25 PM 3:05
E. AUBREY COLLISON
CLERK

28
2011

EXHIBIT A

BEGINNING for the same at a point in the closing line of the second parcel of the conveyance by M.A. Management, Inc., unto Maryland Nursing Homes, Inc. by deed dated December 5, 1972 and recorded among the Land Records of Anne Arundel County in Liber W.G.L. 2545 folio 184; said beginning point being on the Easternmost side of Howard Road; thence leaving said beginning point so fixed and running with the Easternmost side of said road as now surveyed with a meridian referred to the Anne Arundel County Grid, South 28 degrees 05 minutes 26 seconds East 297.19 feet to intersect the Northernmost side of Marley Neck Road (now Marley Neck Blvd.) as shown on Plats 4 and 5 of 12, Recorded Among the Land Records of Anne Arundel County in Liber W.G.L. 2659 folio 371 with the conveyance from Maryland Nursing Home, Inc. unto Anne Arundel County, Maryland; thence running with said road the following courses and distances:

South 75 degrees 58 minutes 30 seconds East 23.86 feet;
 North 42 degrees 11 minutes 38 seconds East 82.96 feet;
 North 31 degrees 58 minutes 40 seconds East 49.98 feet;
 North 46 degrees 13 minutes 42 seconds East 49.56 feet;
 North 45 degrees 28 minutes 15 seconds East 49.63 feet to a curve to the left having a radius of 3774.71 feet on an arc of 148.23 feet, said arc having a chord of
 North 38 degrees 11 minutes 20 seconds East 148.22 feet; thence
 North 40 degrees 09 minutes 43 seconds East 49.52 feet;
 North 38 degrees 15 minutes 15 seconds East 49.50 feet;
 North 38 degrees 39 minutes 26 seconds East 49.59 feet;
 North 36 degrees 05 minutes 04 seconds East 49.57 feet to a curve to the left having a radius of 3784.71 on an arc of 138.96 feet, said arc having a chord of North 33 degrees 00 minute 43 seconds East 138.95 feet to intersect the third or North 20 degrees 48 minutes West 340.65 foot line of said second parcel of said conveyance to Maryland Nursing Home, Inc.; thence leaving said road and running North 28 degrees 20 minutes 26 seconds West 27.29 feet to the end of said line; thence running with part of said closing line South 61 degrees 54 minutes 06 seconds West 673.41 feet to the place of beginning. Containing 2.795 acres, more or less, according to a survey plat and description by Edward Hall, III and Associates in July of 1984.

BEING part of the conveyance by M.A. Management, Inc. unto Maryland Nursing Home, Inc. by deed dated December 5, 1972 and recorded among the Land Records of Anne Arundel County in Liber W.G.L. 2545 folio 184.

634
1100 Recording
1050) Anne Arundel
11th Sub
#102
C 1984
*10734

FINANCING STATEMENT - FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 20,000.00

If this statement is to be recorded in land records check here.

This financing statement Dated 6/1/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name West River Yacht Harbour Associates, Inc.

Address West River Marina Riverside Drive Galesville, Md 20765

2. SECURED PARTY

Name United Bank & Trust Company of Maryland

Address 9420 Pennsylvania Ave. Upper Marlboro, Md 20772

Attn: E. Chayka

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) Lion Liftall Model HTMS 180
s/n 794495

Forklift, Model H30, Serial #52875

RECORD FEE 11.00
RECORD TAX 140.00
POSTAGE .50
#23732 0040 R01 713:32
JUL 25 84

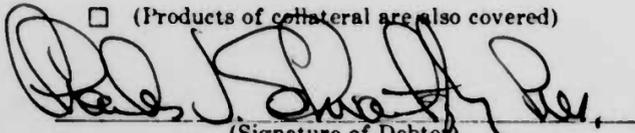
CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

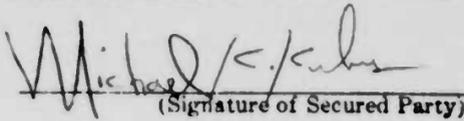

(Signature of Debtor)

Charles J. Schwartzberg
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

United Bak & Trust Company of Maryland


(Signature of Secured Party)

Michael K. Kuhns Assistant Vice President
Type or Print Above Name on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT, P.A.A. COUNTY
1984 JUL 25 PM 3:06
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

11.00
140.00
50

BOOK 475 PAGE 259

259810

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES)

FINANCING STATEMENT

Assignee(s) of Secured Party and Address(es)

Secured Party:
 NAME: AVCO FINANCIAL SERVICES
 ADDRESS: PO BOX 997
 CITY & STATE: GLEN BURNIE MD 21051

FILING OFFICER NOTICE:
 PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

| | | | |
|---------------------------------|--|----------------------------------|-----|
| DEBTOR(S) (AND ADDRESSES) | | DATE OF THIS FINANCING STATEMENT | |
| JEFFREY T LEWIS AND KAREN LEWIS | | 06-11-84 | |
| LOT 5 ALDER ROAD | | ACCOUNT NO. | TAB |
| ANNAPOLIS MARYLAND | | 789901417 | 17 |
| CLERK F CPT AN COUNTY | | FILE 0703 | |

Filed with:

This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered.
(a) If described, Motor Vehicles as follows:

| YEAR MODEL | MAKE | BODY TYPE | MODEL NO. OR LETTER | SERIAL NUMBER | MOTOR NUMBER | NUMBER CYL. |
|------------|------|-----------|---------------------|---------------|--------------|-------------|
| | | | | | | |
| | | | | | | |

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

- (b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.
- (c) Other (describe)

RECORD FEE 12.00
 RECORD TAX 14.00
 POSTAGE .50
 #23735 0040 R01 T13:36
 JUL 25 84

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.
 FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS \$ 2374.02

BY Joyce Kaley (SECURED PARTY) AVCO FINANCIAL SERVICES
Jeffrey Lewis DEBTOR
Karen M. Lewis DEBTOR

ORIGINAL - FILING OFFICER COPY

19-1255 (5-81)

12 -
14 -
.50

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 JUL 25 PM 3:08

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Annapolis 4-A Rental Center / Kenneth R. Wagner, Pres.

Address 1919 Lincoln Drive, Annapolis, MD 21401

2. SECURED PARTY

Name John Deere Company

Address P.O. Box 4949, Syracuse, NY 13221

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 N JD Videotape Hardware Package

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Annapolis 4A Rentals

Annapolis 4A Rentals
(Signature of Debtor)

Kenneth R. Wagner

Type or Print Above Name on Above Line

Kenneth R. Wagner, Pres.

(Signature of Debtor)

Type or Print Above Signature on Above Line

RECORD FEE 11.00
POSTAGE .50
#23736 0040 R01 T13:37
JUL 25 84

W.P. Whiting
(Signature of Secured Party)

W.P. Whiting, Div. Mgr.

Type or Print Above Signature on Above Line

Mailed to Secured Party

11.50

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 JUL 25 PM 3:06

E. AUBREY COLLISON
CLERK

Anne Arundel 318621028 (2) 477 117

BOOK 475 PAGE 261

252551

| Purchaser's Name (Last name first) <u>Bellinger, Dale E</u> | | Purchaser's Mailing Address <u>502 Southview Dr River</u> | | Zip Code <u>MD 21140</u> | |
|---|-------------|---|-------|-----------------------------|-----------|
| Purchaser's Name (Last name first) | | Purchaser's Mailing Address | | Zip Code | |
| Seller's Name <u>ANNAP 4 A RENTAL SALES</u> | | Seller's Address <u>1919 LINCOLN DR ANNAP, MD</u> | | Zip Code | |
| DEBTOR GRANTS SECURED PARTY A SECURITY INTEREST IN THE PROPERTY DESCRIBED BELOW: | | PURCHASER'S SOC SEC NO (First Signer) OR TAXPAYER'S ID NO IF CORPORATION: <u>218620128</u> | | | |
| QTY | New Used | Manufacturer | Model | GOODS (Equipment) | Serial No |
| 1 | N | JD | 210 | Lawson Tractor | M00210X3 |
| 1 | N | | *80 | Dump Cart | |
| | | | | | |
| | | | | | |
| | | | | | |

FINANCING STATEMENT FOR FILING

This statement is not to be recorded among the Land Records.

RECORD FEE 11.00
 POSTAGE .50
 #23737 0040 R01 113-38
 JUL 25 84

CHECK X THE ITEMS WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (Description of real estate and name of record owner)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or are to be affixed to: (Description of real estate and name of record owner)
- Proceeds of collateral are also covered.
- Products of collateral are also covered.

RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY
 1984 JUL 25 PM 3:07
 E. AUBREY COLLISON
 CLERK

Transaction (is not) subject to recordation tax imposed by Article 81, Sections 277 & 278. Principal amount of debt initially incurred \$ _____

The seller (secured party) has assigned his rights hereunder to: John Deere Company
Count St. & Deere Rd.
Syracuse, N.Y. 13221
 Mail to: John Deere Company
P.O. Box 500 4949
Syracuse, N.Y. 13201
13221

NOTE - Type name under each signature and if company, type name of company and name and title of authorized signer.

Debtor resides in ANNE ARUND MD (County) (State) Note dated and signed June 7 84 (Date) Debtor's Telephone No. 956-3252

Dale E. Bellinger (Debtor's Signature) ANNAP 4 A RENTAL SALES (Seller's Name)
Dale E. Bellinger (Debtor's Signature) David B Graham (Seller's (Secured Party) Signature)
 (Do not write below this line) David B. Graham, V. Pres

11.00
.50

BOOK 475 PAGE 282

8502000

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

..... JUNE 11 19 84

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1984 JUL 25 PM 3:07
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 242951 in Office of WARRIMORE AA Co MD
(Filing Office) (County and State)

Debtor or Debtors (name and Address):
Alford Frederick & Rita Frederick
619 Old Stage Road
Arden Burnie MD 21061

RECORDED FEE 10.00
POSTAGE .50
#23739 0040 801 113:39
JUL 25 84

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

REGISTERED FINANCE CORPORATION
1000 WASHINGTON BLVD.
BETHESDA, MARYLAND

Secured Party
By W. A. Sherry General Manager, MD, 21061
Its Branch Office Manager



10.00
.50

STATE OF MARYLAND

BOOK 475 PAGE 263

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2778.29

If this statement is to be recorded in land records check here.

This financing statement Dated June 12, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

252852

Name John & Jeanette Knight

Address 88 339 Gatewater LANDING 104 Glen Burnie, Md. 21061

2. SECURED PARTY

Name NORWEST FINANCIAL, LEASING INC

Address 8 E. Fayette Street Balto, Md. 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 6/12/87

4. This financing statement covers the following types (or items) of property: (list)

1 TV set/1 GE stereo/1 Wards Vac./1 living room set/2 bedroom sets/1 dinette set

RECORD FEE 12.00
RECORD TAX 17.50
POSTAGE .50
#23746 0040 R01 T13:46
JUL 25 84

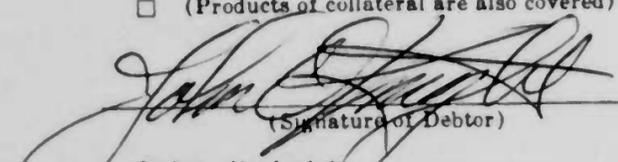
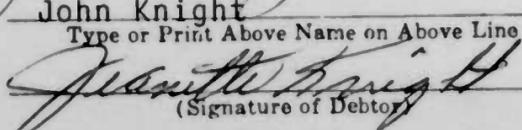
CHECK THE LINES WHICH APPLY

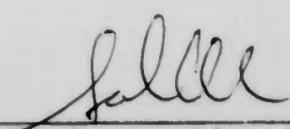
5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

12.
17.50
50

(Signature of Debtor)
John Knight
Type or Print Above Name on Above Line

(Signature of Debtor)
Jeanette Knight
Type or Print Above Signature on Above Line


(Signature of Secured Party)
Sal Arlia
Type or Print Above Signature on Above Line

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, J.A. COUNTY

1984 JUL 25 PM 3:07

E. AUBREY COLLISON
CLERK

CD

NOT TO BE RECORDED IN LAND RECORDS.

NOT SUBJECT TO RECORDING TAX ON PRINCIPAL AMOUNT OF \$150,000.00

FINANCING STATEMENT

- 1. Debtor: JAMES A. ELLING (also known as "Jim Elling")
1612 Ebbotts Road
Crofton, Maryland 21114
- 2. Secured Party: WESTVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION
1000 Ingleside Avenue
Baltimore, Maryland 21228
- 3. This Financing Statement covers the following types (or items) of property:
 - (a) That certain single Promissory Note, dated January 12, 1984, in the face amount of \$70,000.00, along with interest at 12.00% per annum, from Entre-Technique, Inc., Eastern Engineering, Inc. and Marion E. Frost and Karen Frost, the said Note having been assigned by James A. Elling, Debtor to Westview Federal Savings and Loan Association on June 8, 1984.
 - (b) That certain Security Agreement, dated January 13, 1984, from Entre-Technique, Inc. to Debtor, which Security Agreement has been assigned unto Westview Federal Savings and Loan Association on June 8, 1984.
- 4. The obligation is repayable over a period of fifteen (15) years in consecutive monthly installments.
- 5. Proceeds of the collateral are covered.
- 6. Products of the collateral are covered.

RECORDED FEE 12.00
 POSTAGE 50
 REGISTERED MAIL 25.00
 JUL 25 1984

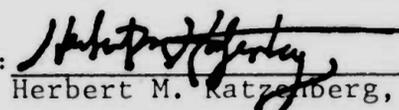
This Financing Statement, dated June 8, 1984, is presented to the filing officer for filing pursuant to the Uniform Commercial Code.

DEBTOR:
 JAMES A. ELLING
 (also known as "Jim Elling")

SECURED PARTY:
 WESTVIEW FEDERAL SAVINGS AND
 LOAN ASSOCIATION

RECEIVED FOR RECORD
 CIRCUIT COURT, BALTIMORE COUNTY
 1984 JUL 25 PM 3:08
 E AUBREY COLLISON
 CLERK


 James A. Elling

By:  (SEAL)
 Herbert M. Katzenberg, President

EXECUTED IN DUPLICATE FOR SIMULTANEOUS RECORDING

TO THE FILING OFFICER: After this statement has been recorded, please mail same to:

Name and Address: John M. Balder, Attorney
 707 North Calvert Street
 Baltimore, Maryland 21202

Mailed to: 

12-50

BOOK 475 PAGE 265

252852

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

| | | |
|--|---|--|
| 1. Debtor(s) (Last Name First) and address(es) J. Joseph & Emilia Poiter 1180 Great Oak Court Crownsville, MD 21032 | 2. Secured Party(ies) and address(es) PHILLIPS FINANCIAL SERVICES 114 FORBES STREET ANNAPOLIS, MD. 21401 | 3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) NOT SUBJECT TO RECORDATION TAX. RECORD FEE 12.00 POSTAGE .50 #23754 0040 R01 114:00 |
| 4. This financing statement covers the following types (or items) of property: 1 ea. IBM PC Computer - 256KB - 2 5.25inch disk drives 1 ea. Okidata model 92A matrix printer | | 5. Assignee(s) of Secured Party, and Address(es) 1ST NAT BANK OF MD COMM'L FINANCE DIV. 25 S. CHARLES STREET 14TH FLOOR BALT., MD 21201 |

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

J. Joseph & Emilia Poiter
 By: *[Signature]*
 Signature(s) of Debtor(s)

PHILLIPS FINANCIAL SERVICES, INC.
 By: *[Signature]*
 Signature(s) of Secured Party(ies)
 Ralph E. Maroy, Vice President

(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-1.

12.00
.50

RECEIVED FOR RECORD
 CIRCUIT COURT, ANNE ARUNDEL COUNTY
 1984 JUL 25 PM 3:08
 E. AUBREY COLLISON
 CLERK

Mailed to Secured Party

STATE OF MARYLAND

BOOK 475 PAGE 267

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ 800.44

If this statement is to be recorded in land records check here.

This financing statement Dated MAY 3, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

252856

1. DEBTOR

Name MARILYN D. RAYNOR
Address 7822 FREETOWN ROAD GLEN BURNIE, MARYLAND 21061

2. SECURED PARTY

Name NORWEST FINANCIAL
Address 7528 RITCHIE HIGHWAY GLEN BURNIE, MARYLAND 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) MAY 3, 1985

4. This financing statement covers the following types (or items) of property: (list)

- 1-TV set
1-Stereo
1-REFrig
1-Stove
1-Living room set
1-Bedroom set
1-Dining room set

RECORD FEE 11.00
RECORD TAX 3.50
POSTAGE .50
#23783 0040 R01 T14:28
JUL 25 84

CHECK [X] THE LINES WHICH APPLY

- 5. [] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
[] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
[] (Proceeds of collateral are also covered)
[] (Products of collateral are also covered)

Mailed to Secured Party

Marilyn D Raynor
Signature of Debtor

MARILYN D. RAYNOR
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mark W Cavanaugh
Signature of Secured Party

MARK CAVANAUGH

Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT... COUNTY
1984 JUL 25 PM 3:09
MURPHY COLLISON

11-
350
50

11-
50

STATE OF MARYLAND

BOOK 475 PAGE 268

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1259.50

If this statement is to be recorded in land records check here.

This financing statement Dated MAY 7, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 232857

1. DEBTOR

Name SUSAN L. LOWELL

Address LEEDS ROAD LANDOVER, MD. 21076

2. SECURED PARTY

Name HARVEST FINANCIAL

Address 7528 RITCHIE HIGHWAY GLEN BURNIE, MD. 21051

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1-TV set
- 1-Vacuum Cleaner

RECORD FEE 11.00
 RECORD TAX 7.00
 POSTAGE .50
 #23784 0040 R01 T14:28
 JUL 25 84

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mailed to Secured Party

Susan L. Lowell
(Signature of Debtor)

SUSAN L. LOWELL
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mark V. Cavanaugh
(Signature of Secured Party)

MARK CAVANAUGH
Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
 CIRCUIT COURT - BALTIMORE COUNTY
 1984 JUL 25 PM 3:09
 E. AUBREY COLLISON
 CLERK

11-750

STATE OF MARYLAND

BOOK 475 PAGE 269

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1983.89

If this statement is to be recorded in land records check here.

This financing statement Dated MAY 1, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SAMUEL AND BONNIE MALCOMSON
Address 1871 EAGLE COURT SEVERN, MD, 21144

2. SECURED PARTY

Name NORTHWEST FINANCIAL
Address 7528 RITCHIE HWY GLEN BURNIE, MD, 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) NOVEMBER 1, 1986

4. This financing statement covers the following types (or items) of property: (list)

- 2-TV sets
1-Washer
1-Dryer
1-REFrig.
1-Vacuum Cleaner
1-Living room set
3-Bedroom sets
1-Dining room set

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

RECORDED FEE 12.00
RECORDED TAX 18.50
POSTAGE .50
#23765 D040 R01 T14:29
JUL 25 84

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1984 JUL 25 PM 3:09
E. AUBREY COLLISON
CLERK

Samuel J. Malcomson
(Signature of Debtor)

SAMUEL J. MALCOMSON
Type or Print Above Name on Above Line

Bonnie Rae Malcomson
(Signature of Debtor)

BONNIE MALCOMSON
Type or Print Above Signature on Above Line

Mary E. Hicks
(Signature of Secured Party)

MARY E. HICKS
Type or Print Above Signature on Above Line

13-10
10 50

1250

STATE OF MARYLAND

BOOK 475 PAGE 270

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1158.00

If this statement is to be recorded in land records check here.

This financing statement Dated MAY 1, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

252853

1. DEBTOR

Name DONALD AND ROSE KUHN

Address 325 NEVADA AVENUE BENTON, MD, 21013

2. SECURED PARTY

Name WARMEST FINANCIAL

Address 7528 BIRCHLE HAY GLEN BURNIE, MD, 21001

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1-TV set
- 1-Stereo
- 1-Washer
- 1-Refrig
- 1-Stove
- 1-Sewing machine
- 1-Living room set
- 1-Dining room set
- 3-Motorcycles
- 3-Guns

RECORD FEE 12.00
 RECORD TAX 7.00
 POSTAGE .50
 #23786 0040 R01 T14:30
 JUL 25 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mailed to Secured Party

RECEIVED FOR RECORDS
 CIRCUIT COURT, A.A. COUNTY
 1984 JUL 25 PM 3:10
 E. AUBREY COLLISON
 CLERK

Donald J. Kuhn
(Signature of Debtor)

DONALD J. KUHN

Type or Print Above Name on Above Line

Rose A. Kuhn

Mark UC /

12 -
7.50

STATE OF MARYLAND

BOOK 475 PAGE 270

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1158.00

If this statement is to be recorded in land records check here.

This financing statement Dated MAY 4, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

252859

1. DEBTOR

Name DONALD AND ROSE KUHN

Address 326 NEVADA AVENUE BENTON, MD, 21113

2. SECURED PARTY

Name WYVEST FINANCIAL

Address 7528 BIRTHIE HWY GLEN BURNIE, MD, 20861

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1-TV set
- 1-Stereo
- 1-Washer
- 1-Refrig
- 1-Stove
- 1-Sewing machine
- 1-Living room set
- 1-Dining room set
- 3-Motorcycles
- 3-Guns

RECORD FEE 12.00
 RECORD TAX 7.00
 POSTAGE .50
 #23786 0040 R01 T14:30
 JUL 25 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mailed to Secured Party

RECEIVED OR RECORD
 CIRCUIT COURT, A.A. COUNTY
 1984 JUL 25 PM 3:10
 E. AUBREY COLLISON
 CLERK

12 -
7.50

Donald J. Kuhn
(Signature of Debtor)

DONALD J. KUHN
Type or Print Above Name on Above Line

Rose A. Kuhn
(Signature of Debtor)

ROSE A. KUHN
Type or Print Above Signature on Above Line

Mark Canavaugh
(Signature of Secured Party)

MARK CANAUAUGH
Type or Print Above Signature on Above Line

STATE OF MARYLAND

BOOK 475 PAGE 271

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$1544.99

If this statement is to be recorded in land records check here.

This financing statement Dated MAY 4, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 752800

1. DEBTOR

Name CHARLES KEEHNER
Address 211 PRESTON COURT APT A BALTIMORE, MD, 21201

2. SECURED PARTY

Name HERVEST FINANCIAL
Address 7528 BITCHIE HIGHWAY GLEN BURNE, MD, 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
1-TV set

- 2-Stereo
1-Vacuum Cleaner
1-Living room set
1-Bedroom set
1-Dining room set

RECORD FEE 11.00
RECORD TAX 10.50
POSTAGE .50
#23787 0940 R01 114:30
JUL 25 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)

Charles H. Keehner
(Signature of Debtor)

CHARLES H. KEEHNER
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

Mark Cavanaugh
(Signature of Secured Party)

MARK CAVANAUGH

Type or Print Above Signature on Above Line

11-50
10.50

RECEIVED FOR RECORD
CIRCUIT COURT
1984 JUL 25 PM 3:10
E. AUBREY COLLISON
CLERK

BOOK 475 PAGE 272

252861

| | | | |
|---|--|--|-------------------------------|
| This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code | | No of Additional Sheets Presented | Maturity Date 3 (optional) |
| 1. Debtor(s) Last Name First and Address(es): Mastercraft Interiors 1405 Forest Drive Annapolis, MD 21401 | | 2. Secured Party(ies): Name(s) and Address(es): Pennsylvania House, a Div. of General Mills, Inc. 137 N. 10th St./P.O. Box 472 Lewisburg, PA 17837 | |
| 5. This Financing Statement covers the following types (or items) of property: All inventory of the debtor previously acquired from the secured party or hereafter acquired from the secured party and accounts receivable, chattel paper, proceeds of inventory, and the proceeds arising from sale of such inventory. | | 6. Assignee(s) of Secured Party and Address(es): RECORD FEE 11.00 H23788 0040 R01 T1432 JUL 25 84 | |
| 8. Describe Real Estate Here: | | 9. Name(s) of Record Owner(s): | |
| 10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box) | | 7. <input type="checkbox"/> The described crops are growing or to be grown on. <input type="checkbox"/> The described goods are or are to be affixed to. (Describe Real Estate Below). | |
| <input checked="" type="checkbox"/> Proceeds -- | | <input checked="" type="checkbox"/> Products of the Collateral are also covered. | |
| No. & Street | | Town or City | County |
| Section | | Block | Lot |
| By <u><i>[Signature]</i></u> Signature(s) of Debtor(s) | | By <u><i>[Signature]</i></u> Signature(s) of Secured Party(ies) | |

(1) FILING OFFICER COPY - NUMERICAL
FORM DSCB-UCC-1 (Rev. 8-72) — Approved by Department of State of the Commonwealth of Pa.

1100

RECEIVED FOR RECORD
CIRCUIT COURT, W. VA. COUNTY
1984 JUL 25 PM 3:10
E. AUBREY COLLISON
CLERK

✓ Brann + Bromfield
112 Market St.
Lewisburg, Pa.
Mailed to: _____ 17837

BOOK 475 REG 273

840585

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

..... 11/11 1984

Mailed to Secured Party

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 288094 in Office of Barlimer AA Co MD
(Filing Office) (County and State)

Debtor or Debtors (name and Address):

Wilmer C. + Kerne Bras
1606 Willow Drive
Green Md. 21144

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

HUGHESFIELD FINANCE CORPORATION
7340 GREENE HWY.
GLEN BURNIE, MD. 21061

By [Signature]
Its Branch Office Manager



RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1984 JUL 25 PM 3:10
E. AUBREY COLLISON
CLERK

10-02
50

BOOK 475 PAGE 274

252502

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity Date (if any):

| | | |
|--|---|---|
| 1. Debtor(s), (Last Name First) and address(es) JB Kendall Co 2261 Misthaven Lane Gambon MS MD 21054 | 2. Secured Party(ies) and address(es) Citicorp Industrial Credit 450 Mamaroneck Avenue Harrison, NY 10528 3rd. Fl. Zone 6 | 3. Maturity Date (if any): For Filing Officer (Date, Time, Number, and Filing Office) 5. Assignee(s) of Secured Party and Address(es) RECORD FEE 11.00 252790 0040 REC 14:33 JUL 25 1984 |
| 4. This financing statement covers the following types (or items) of property: Exxon 2210 SN 4100311 603319-002 C "NOT SUBJECT TO RECORDATION TAX" | | |

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

JB Kendall Co

Citicorp Industrial Credit

By: G.K. Smith, CM, PA 3/27/84
Signature(s) of Debtor(s)

By: [Signature]
Signature(s) of Secured Party(ies)

G.K. SMITH
(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

11.00

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, H.A. COUNTY

1984 JUL 25 PM 3:10

E. AUBREY COLLISON
CLERK

County

State

BOOK 475 PAGES 275

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 466 FOLIO 57 ON _____ (DATE)

1. Lessee

Name Community Fuel Company

Address Railroad Crossing + Annapolis Blvd, Heights, MD 21090

2. Original Assignee of Lessor

Name Forest Hill State Bank

Address P.O. Box 288

Forest Hill, MD 21050

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECEIVED FOR RECORDING
CIRCUIT COURT T. A. COUNTY

1984 JUL 25 PM 3:10

E. AUBREY COLLISON
CLERK

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

| | |
|---|--|
| <p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other: <u>See below</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p> |
| <p>The Original Assignee certifies that the Original Assignee has assigned to the Assignee, whose name and address is shown below, Original Assignee's rights under the financing statement bearing the file number shown above, in the following property; All property & equipment.</p> | |

BL
CLERK

RECORD FEE 10.00
#23793 0440 R01 T14:37
JUL 25 84

Assignee of the Original Assignee: Union Trust Company of Maryland
P.O. Box 1077
Baltimore, MD 21203

Dated June, 1984

Forest Hill State Bank
Name of Original Assignee

By: Jeff Doak
Signature of Original Assignee
Jeff Doak, Assistant Vice President

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address: Union Trust Company of Maryland
P.O. Box 1077
Baltimore, MD 21203

1000

Mailed to: _____

County

State

BOOK 475 PAGE 276

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 249098

RECORDED IN LIBER 466 FOLIO 58 ON (DATE)

1. Lessee

Name Wayne E. Silfies - Consultant

Address 206 Twin Oaks Rd, Linthicum Heights, MD 21090

2. Original Assignee of Lessor

Name Forest Hill State Bank

Address P.O. Box 288

Forest Hill, MD 21050

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

RECEIVED FOR RECORD
CIRCUIT COURT T. A. COUNTY
1984 JUL 25 PM 3:10
E. AUBREY COLLISON
CLERK

CHECK FORM OF STATEMENT

| | |
|--|---|
| <p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other: See below <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p> |
| <p>The Original Assignee certifies that the Original Assignee has assigned to the Assignee, whose name and address is shown below, Original Assignee's rights under the financing statement bearing the file number shown above, in the following property; All property & equipment.</p> | |

BL
CLERK

RECORD FEE 10.00
#23794 0840 R01 T14:38
JUL 25 84

Assignee of the Original Assignee: Union Trust Company of Maryland
P.O. Box 1077
Baltimore, MD 21203

Dated June , 1984

Forest Hill State Bank
Name of Original Assignee

By: Jeff Doak
Signature of Original Assignee
Jeff Doak, Assistant Vice President

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address: Union Trust Company of Maryland
P.O. Box 1077
Baltimore, MD 21203

10.00

Mailed to:

County

State

BOOK 475 PAGE 277

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 466 FOLIO 56 ON _____ (DATE)

1. Lessee

Name C. W. Amos & Company

Address 255 West Street, Annapolis, MD 21401

2. Original Assignee
of Lessor

Name Forest Hill State Bank

Address P.O. Box 288

Forest Hill, MD 21050

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

| | |
|--|---|
| <p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other: See below <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p> |
| <p>The Original Assignee certifies that the Original Assignee has assigned to the Assignee, whose name and address is shown below, Original Assignee's rights under the financing statement bearing the file number shown above, in the following property; All property & equipment.</p> | |

RECORDED FEE 10.00
#23775 0040 R01 14:32
JUL 25 1984
RECEIVED FOR RECORD
CIRCUIT COURT, A. & C. COUNTY
1984 JUL 25 PM 3:10
E. AUBREY COLLISON
CLERK

BL
CLERK

Assignee of the Original Assignee: Union Trust Company of Maryland
P.O. Box 1077
Baltimore, MD 21203

Dated June, 1984

Forest Hill State Bank
Name of Original Assignee

By: [Signature]
Signature of Original Assignee
Jeff Doak, Assistant Vice President

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address: Union Trust Company of Maryland
P.O. Box 1077
Baltimore, MD 21203

10.00

STATE OF MARYLAND

ROOM 475 PAGE 278

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2423.31

If this statement is to be recorded in land records check here.

This financing statement Dated JUNE 12 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 252563

1. DEBTOR

Name JOHN R. + ROSEMARY HEBER

Address 905 FOREST RD SEVERN MD 21144

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING INC

Address 11628 REISTERSTOWN RD REISTERSTOWN MD 21136

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 6/12/87

4. This financing statement covers the following types (or items) of property: (list)

ALL OF THE HOUSEHOLD GOODS, APPLIANCES, AND FURNITURE OF EVERY KIND LOCATED AT THE BORROWERS RESIDENCE ADDRESS INDICATED ABOVE

RECORD FEE 12.00
RECORD TAX 14.00
POSTAGE .50
#23796 0040 R01 T14:40
JUL 25 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

John R. Heber
(Signature of Debtor)

JOHN R. HEBER
Type or Print Above Name on Above Line

Rosemary Heber
(Signature of Debtor)

ROSEMARY HEBER
Type or Print Above Signature on Above Line

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT... COUNTY
1984 JUL 25 PM 3:10
E. AUBREY COLLISON
CLERK

Steven J. Dieterle
(Signature of Secured Party)

STEVEN J. DIETERLE
Type or Print Above Signature on Above Line

12.00
14.50

MARYLAND FINANCING STATEMENT

BOOK 475 PAGE 279

UCC-1

- Not Subject to Recordation Tax
- Recordation Tax of \$ _____ on
Principal Amount of \$ _____ is enclosed/
has been paid (strike inapplicable phrase).

| For Filing Officer | |
|------------------------|-------|
| File No.: | _____ |
| Record Reference: | _____ |
| Date & Hour of Filing: | _____ |

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

252809

1. DEBTOR: OPTIC GRAPHICS, INC.
(Name or Names)
P.O. Box 680, 101 Dover Road, Glen Burnie, MD, 21061
(Address)

DEBTOR: _____
(Name or Names)

(Address)

2. SECURED PARTY: ATLANTIC INDUSTRIAL CREDIT CORPORATION
(Name or Names)
P.O. Box 10656, Towson, Maryland 21285-0656
(Address)

3. ASSIGNEE (if any) of SECURED PARTY: BALTIMORE FEDERAL FINANCIAL F.S.A.
(Name or Name)
Box 116 FAYETTE ST. PAUL STS. BALTO. MD. 21203
(Address)

4. This Financing Statement covers the following types (or items) of property:

- One - Used, 1980, Caterpillar Lift Truck, Model T50B, S/N 88W1664
- One - New Brudy Model #RCA45-A01 Rotating Paper Roll Clamp,
S/N 8404410

RECEIVED FOR RECORD
 CIRCUIT COURT, BAL. COUNTY
 1984 JUL 25 PM 3:11
 E. AUBREY COLLISON
 CLERK

RECORD FEE 11.00
 POSTAGE .50
 #23199 0040 R01 714:45
 JUL 25 84

The above described goods are affixed to, or are to be affixed to the following described real estate:

- 6. Proceeds of Collateral are covered hereunder: Yes No
- Products of Collateral are also covered: Yes No

DEBTOR(S):
OPTIC GRAPHICS, INC.
By: Bernard A Kinlein President
BERNARD A KINLEIN
(Type or print name of person signing)

SECURED PARTY:
ATLANTIC INDUSTRIAL CREDIT CORPORATION
By: Robert E. Polack
Robert E. Polack, President
(Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

Mailed to Secured Party

11.00
50

Return To: ATLANTIC INDUSTRIAL CREDIT CORPORATION
P.O. Box 10656, Towson, Maryland 21285-0656

Clerk, Circuit Court of
Anne Arundel County
P. O. Box 71
Annapolis, MD 21404
Atten: Record Office

**Statement of Continuation, Termination,
Assignment, Amendment or Release Under
Uniform Commercial Code**

BOOK 475 PAGE 281

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 217450 (247456) recorded in Liber 462, Folio 117 on May 25, 1983 (date).

1. DEBTOR(S):

Name(s): Trans-American Leasing Corp
Address(es): Suite 200B Steffey Building
407 Crain Highway
Glen Burnie, MD 21061

2. SECURED PARTY:

Name: Equitable Bank, National Association
Address: 100 S. Charles Street
Baltimore, MD 21201

Atten Kitridge A. Buritsch, Vice President

Person and Address to whom Statement is to be returned if different from above.

RECEIVED FEE 10.00
POSTAGE .50
#23801 C040 R01 T14:47
JUL 25 84

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.
4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.
6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

RECEIVED FOR RECORD
CIRCUIT COURT OF ANNE ARUNDEL COUNTY

1984 JUL 25 PM 3:11

E. AUBREY COLLISON
CLERK



9. DEBTOR:

SECURED PARTY:

EQUITABLE BANK, National Association

By Barbara A. Wykowski
Barbara A. Wykowski,
Asst. Corporate Banking Officer
(Type Name and Title)

10.00
50

Mailed to Secured Party

BOOK 475 PAGE 282

252565

RECORD FEE 10.00
POSTAGE .50
#23802 0040 R01 T14:48
JUL 25 84

TERMINATION STATEMENT

liber 402 page 127

Identifying File No. 224914

FILING OFFICER: Please mail this Termination Statement to the Secured Party at its address.

ACCOUNT NUMBER 111091-6

DEBTORS (Names and Residence Address)
ARMSTEAD SR STUART D & ALMA N
6223 Eldridge Rd
Glen Burnie Md 21061

SECURED PARTY (Name and Address)
BLAZER FINANCIAL SERVICES, INC.
75 BALTIMORE-ANNAPOLIS BLVD.
P. O. BOX 66
GLEN BURNIE, MD. 21061

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies the Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above.

Secured Party BLAZER FINANCIAL SERVICES INC

By C White Title CLERK Dated JUNE 5, 19 84
C. WHITE
0227 20 Maryland 2 64

10.00
50

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 JUL 25 PM 3:11

E AUBREY COLLISON
CLERK



Ad 2

BOOK 475 PAGE 283

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

252206

Name O'LEARY'S RESTAURANT & SEAFOOD MARKET

Address 310 Third St., Annapolis, MD 21403 (A.A. County)

2. SECURED PARTY

Name ConTel Credit Corporation

Address 223 Perimeter Center Parkway, Suite 230 Atlanta, GA 30346

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"NOT SUBJECT TO TAX"

3 1A2 Six Button Telephones and compoent parts

RECORD FEE 11.00
POSTAGE .50
#23806 0040 R01 T14:5:6
JUL 25 84

This financing statement is being filed for informational purposes only. The relationship of the parties is that of Lessor and Lessee.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

X [Signature]
(Signature of Debtor)

Mark DeFriece, Vice President
O'LEARY'S RESTAURANT & SEAFOOD MARKET
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

ConTel Credit Corporation

Type or Print Above Signature on Above Line

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT 12th A.A. COUNTY
1984 JUL 25 PM 3:11
E. AUBREY COLLISON
CLERK

11.00
50

STATE OF MARYLAND

BOOK 475 PAGE 284

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

252867

Name Severn River Inn Inc

Address 1993 Old Annapolis Road Annapolis, MD 21401

2. SECURED PARTY

Name Sweda International Inc

Address 34 Maple Avenue Pine Brook, NJ 07058

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 3 Sweda Model 4645 Electronic Cash Registers
s/n 1810489, 1800486, 1810490
- 4 Sweda Model 4635 Electronic Cash Registers
s/n 1810765, 1810767, 1810769, 1810763
- 7 Printers Model 3445 S/n P1046, 13266, 10125, 13267, 8228, P5978, P6517
- 1 Cassette Recorder Model 8946 s/n 2710423
Accessories

RECORD FEE 11.00
#23810 0040 R01 714:59
JUL 25 84

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

[Signature]
(Signature of Debtor)

SOTIRIOS DALAKIS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Raymond L. Sprogis
(Signature of Secured Party)

Sweda International Inc
Type or Print Above Signature on Above Line

11.00

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1984 JUL 25 PM 3:11
E. AUBREY COLLISON
CLERK

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

| | | |
|---|--|--|
| 1. Debtor(s) (Last Name First) and address(es) Custom Hearing Instruments, Inc. 7310 Ritchie Highway Suite 614 Glen Burnie, Maryland 21061 | 2. Secured Party(ies) and address(es) General Service Leasing, Inc. P.O. Box 911 Beltsville, Maryland 20705 | For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 423811 0040 R01 T15:00 JUL 25 84 5. Assignee(s) of Secured Party and Address(es) |
| 4. This financing statement covers the following types (or items) of property: One Canon NP-210 Copier, Serial # S0177697 One Canon AP-300 Typewriter, Serial # A42041546 | | |

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

Custom Hearing Instruments, Inc.
By: [Signature]
Signature(s) of Debtor(s)

General Service Leasing, Inc.
By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

11.00

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, WASH. COUNTY
1984 JUL 25 PM 3:11
E. AUBREY COLLISON
CLERK

NOT SUBJECT TO RECORDATION TAX
FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here

This financing statement Dated July , 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Horizon Marine Loft Services, Inc.
Address 108 Severn Avenue, Annapolis, MD 21403

2. SECURED PARTY

Name Horizon Marine Enterprises, Inc.
Address P.O. Box 93, Rowayton, CT 06850

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
"Collateral" shall include: (i) all accounts as defined in Connecticut General Statutes Section 42a-9-106 or the applicable law of Maryland now owned by or transferred to the Debtor or hereafter acquired by the Debtor, including those accounts set forth on Schedule I hereto; (ii) the several loft agreements set forth on Schedule II hereto; (iii) the software and related documentation and technology set forth on Schedule III; (iv) the proceeds of the Collateral; and (v) all the fixed assets of the Debtor now owned or hereafter acquired; provided, however, that nothing herein contained shall relieve the Debtor from the performance of any covenant agreement, or obligation on the Debtor's part to be performed regarding any of the Collateral, or otherwise impose any liability on the Secured Party for the acts or omissions of the Debtor in connection with any such Collateral.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate) All fixed assets of the Debtor now or hereafter acquired.

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Horizon Marine Loft Services, Inc.
By: Scott Allan
(Signature of Debtor)

Scott Allan, Its President
Type or Print Above Name on Above Line
Scott Allan
(Signature of Debtor)

Type or Print Above Signature on Above Line

Horizon Marine Enterprises, Inc.
By: Toste W. Moller
(Signature of Secured Party)

Toste W. Moller, Its President
Type or Print Above Signature on Above Line

RECORDED FOR RECORD JUL 26 1984

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 JUL 26 AM 8:54

E. AUBREY COLLISON
CLERK

29.50

SCHEDULE I

BOOK 475 PAGE 287

Accounts Receivable as of 4/1/83

| | | |
|--------------------------|-----------------|-----------|
| Barton & Ratsey | 6,744.27 | |
| Burke | 725.48 | |
| Cressy & Curtis | 0.00 | |
| Curtis Sails | 1,207.00 | |
| Gaastra Custom | 9,975.09 | |
| Gaastra Production | 16,049.88 | |
| Hammond | 3,415.82 | |
| Horizon - Italia | 7,715.76 | |
| Horizon - San Francisco | 7,063.19 | |
| Horizon - United Kingdom | 1,651.08 | |
| Lucas & Beurteaux | 3,860.14 | |
| Nieman & Considine | (147.79) | |
| Performance Custom | 7,320.52 | |
| Ratsey - Largo | 6,180.05 | |
| Scott Allan Sailmakers | 484.44 | |
| Southwind | 1,944.18 | |
| Sundelin Brothers | <u>3,285.89</u> | 77,475.00 |

Also:

| | | |
|--------------------------|-----------|-----------|
| Horizon U.K. (entry fee) | 10,000.00 | 87,475.00 |
|--------------------------|-----------|-----------|

Handwritten signature or initials

Licensed Horizon Lofts as of 4/1/83

Barton & Ratsey Sailmakers

70 South Main Street
South Norwalk, CT 06854

Tel: (203) 853-2259
Tlx: 469263

Sales: Dave Otterbein
Production: Mike Duncan
Technical: David Otterbein
Finance: Bob Barton

Burke Sails

21 Higginbotham Road
Gladesville 2111, NSW
Australia

Tel: (02) 80 5784
Tlx: 790 20890 SETAY

Sales: Martin Burke
Prod. & Tech.: Neville Stevens
Finance: Martin & Shari Burke

Cressy & Curtis Sailmakers

16 Lincoln Avenue
Marblehead, MA 01945

Tel: (617) 631-4735 or (617) 631-5147

Manager: Norman Cressy & David Curtis
Prod., Sales & Finance: Norm Cressy &
David Curtis

Horizon U.K., Ltd.

Bursledon Bridge
Southampton, Hampshire
SO3 8AZ England

Tel: 042-121-5255
Tlx: 851 477879 ANCA G

Manager: John Butler
Sales: Eddie Owen
Production & Tech: Simon Verner

Horizon/Gastra International Sailmakers Ltd.

P.O. Box 9527, Kwun Tong
Kowloon, Hong Kong
Tel: 3-450278 (loft) & 3-412222 (admin.)
Tlx: 780 45773 ISAIL HX

Sales: Patrick Pender
Production: Lawrence Mead
Technical: Patrick Pender
Finance: Kevin Palfreeman

Horizon-Hammond Sails

78 St. Kilda Road
St. Kilda, 3182
Australia

Tel: (03) 537-1233
Tlx: 790 31604 DAISY

Sales, Tech. & Finance: Frank Hammond
Production: Gary Martin

Horizon Italia

via de Confini 285
(ex Provinciale Lucchese)
50010 Capalle
Prato, Italy

Tel: 055-8961219
Tlx: 843 574305 HORIZ I

Sales: Carlo Falcone
Production & Technical: Davide Innocente
Finance: Marco Holm

Ed
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zon Lofts as of 4/1/83

Sailmakers

Street
CT 06854
3-2259

Otterbein
Mike Duncan
via Otterbein
Barton

on Road
11, NSW

5784
90 SETAY

on Burke
: Neville Stevens
tin & Shari Burke

is Sailmakers

venue
A 01945

631-4735 or (617) 631-5147

man Cressy & David Curtis
& Finance: Norm Cressy &
David Curtis

Ltd.

idge
Hampshire
and

-5255
879 ANCA G

on Butler
e Owen

Tech: Simon Verner

Horizon/Gaastra International Sailmakers Ltd.

P.O. Box 9527, Kwun Tong
Kowloon, Hong Kong
Tel: 3-450278 (loft) & 3-412222 (admin.)
Tlx: 780 45773 ISAIL HK

Sales: Patrick Pender
Production: Lawrence Mead
Technical: Patrick Pender
Finance: Kevin Palfreeman

Horizon-Hammond Sails

78 St. Kilda Road
St. Kilda, 3182
Australia

Tel: (03) 537-1233
Tlx: 790 31604 DAISY

Sales, Tech. & Finance: Frank Hammond
Production: Gary Martin

Horizon Italia

via de Confini 285
(ex Provinciale Lucchese)
50010 Capalle
Prato, Italy

Tel: 055-8961219
Tlx: 843 574305 HORIZ I

Sales: Carlo Falcone
Production & Technical: Davide Innocente
Finance: Marco Holm

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Horizon - Lucas & Beurteaux Sailmaker

391 Hay Street
Perth WA, 6000
Australia

Tel: (09) 322-6283

Fax:

Sales: Gordon Lucas & Rodney Beurteaux
Production: Rodney Beurteaux
Technical: Gordon Lucas & Rodney Beurteaux
Finance: Gordon Lucas

Wienan & Considine Sailmakers

323 So. Michigan Avenue
Chicago, IL 60616

Tel: (312) 326-1053

Manager: Jim Considine
Production & Tech: Pat Considine
Sales: Jack Wildermuth
Finance: Jim Considine

Performance Custom Sails

1-B West Torrance Blvd.
Torrance, CA 90745

Tel: (213) 327-3581

Sales, Prod. & Tech: Chris Sellars

Seey Largo

10 Bryan Dairy Road
Gotha, FL 33543

Tel: (813) 541-7707

Manager: Ed Goelz

Horizon Sails, San Francisco, Inc.

2220 Livingston Street
Oakland, CA 94606

Tel: (415) 261-6556

Sales: Dee Smith & Chris Corlett
Production: Lynn
Technical: Dee Smith
Finance: Dee Smith

Scott Allan Sailmakers

108 Severn Avenue
Annapolis, MD 21403

Tel: (301) 268-1175

Sales: Scott Allan/Dave Flynn
Production & Tech: Scott Allan & Alan Drew
Finance: Scott Allan

Southwind Sailmakers

1084 Hwy. 17 Bypass
Mt. Pleasant, SC 29464

Tel: (803) 885-4725

Sales, Prod. & Finance: Tripp Fellabom

Sundelin Brothers Sailmakers

Skogsövagen 12
133 00 Saltsjöbaden, Sweden

Tel: 08-717 5070

Sales Finance: Jorgen Sundelin
Prod. & Tech.: Peter Sundelin

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

Ed
u

HORIZON
High Performance

Horizon's Enhanced Design System

by George Clemmer and Peter Worcester

Horizon has just installed a major revision of the ACCUCUT Design System used to design all High-Performance Offshore sails. The results of an intensive 18-month development effort, the new system operates on a powerful micro-computer in Horizon lofts. It is the latest step in Horizon's pursuit of technical excellence, and builds on a development path stretching back 23 years. (See box on page 47 for the history of ACCUCUT.)

New Graphics

ACCUCUT's most obvious new feature is its extensive graphics capability. These outputs allow the designer to preview the exact sail shape he's producing. Three of the plots produced by the system are shown on page 47. The Offset Plot shows camber lines at 10 vertical locations in the sail as well as 4 vertical sections through the sail. The Layout Plot shows panel layout, edge shaping and seam shaping. The Perspective Plotting capability allows viewing the sail from any vantage point.

Program Runs on Loft Microcomputer

HORIZON lofts have been using microcomputers since 1980 to perform various design related tasks. Until recently, the heavy computational requirements of the ACCUCUT program necessitated the use of a large mainframe computer for the serious number crunching involved. Now, the newest generation of microcomputer hardware makes it feasible to down-

load the program to run locally. The program runs on a TRS microcomputer interfaced with a flat-bed X-Y plotter. This hardware achieves a turnaround time similar to that previously achieved with the mainframe, in spite of the fact that the new program performs approximately twice as many computations.

Enhanced Shape Generation

Other features of the new system will benefit HORIZON customers even though they are less obvious. An enhanced Shape Generation Module allows more flexibility and control over sail shape. HORIZON has always regarded ACCUCUT as the designer's tool for the purposes of sail shape innovation and refinement. The new version achieves the dual objectives of increasing the range of innovation possible and the subtlety with which shape can be refined.

Along similar lines, cutting instructions generated by ACCUCUT have been extensively revised to make them easier to use. This speeds production and further improves quality control.

Developed Surface "Engine"

A totally new software "engine" sits at the core of the new system. Using an innovative solution approach, this algorithm calculates the developed surface which most nearly approximates the shape of each panel in the sail. These developed surfaces are then "peeled" off of the sail to form a

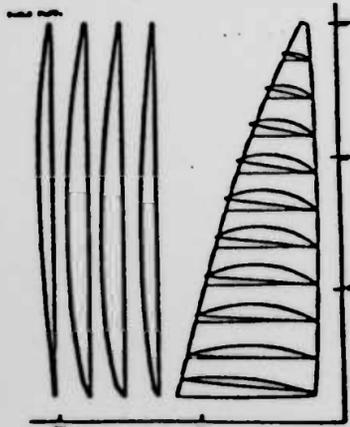
precise definition of each panel's shape. By sequentially performing this operation on every panel in the sail, and then "stacking" them to form the sail layout, both seam shapes (e.g., Broad Seam Curves) and edge shapes (e.g., Foot, Luff and Leech curves) are derived. This approach assures the consistency of seam and edge shapes, an essential requirement with modern fabrics.

Enhanceability

The ACCUCUT design system has been evolving for 23 years, and the process will continue. No LAST WORD in sail design is in sight. Thus, a major objective of the present development effort was to design the system to accommodate the future. For example: exotic panel arrangements will be implemented using the same Shape Generation Module and developed-surface "engine" presently used to implement cross-cut sails. Thus, fast shapes developed using the system to build our proven cross-cut sails will transfer directly over to radial, fanned and more exotic panel arrangements.

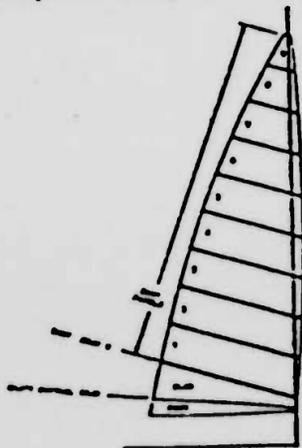
With the installation of the latest ACCUCUT version on microcomputers in every loft, HORIZON continues its policy of putting the same powerful design tools in the hands of all group designers. This brings the same world class design capability to every local loft so that every HORIZON customer benefits from the latest technical developments, no matter where he buys HORIZON sails.

ACCUCUT Graphical Outputs for a J-24 Mainsail.



1. Offset Plots

Camber lines and vertical sections defined relative to the plane passing through Head, Tack and Clew.



2. Layout Plots

Seam shapes and edge curves that will cut into the sail.

CLERK'S NOTATION

Document submitted for record in a condition not permitting satisfactory photographic reproduction.



3. Perspective Plots

View from stern and to windward. Sail on starboard tack.

BOOK 475 PAGE 292

The History of ACCUCUT Development

- 1961 Jerome H. Milgram writes his MIT Master's thesis, "Design and Construction of Yacht Sails."
- 1963 ACCUCUT system is born. Each design iteration involves lugging a box of 2000 computer cards down to the local IBM mainframe, hunching over a hot keypunch to prepare an input deck, and hanging around for hours waiting for output.
- 1965 Dr. Milgram starts sailmaking firm.
- 1970 Dr. Milgram spends 5 years -75 of frayed nerves with four different sailmaking companies getting the bugs out of the program.
- 1975 HORIZON formed. Agreement reached with Dr. Milgram enabling ACCUCUT to become the backbone of sailmaking operations.
- 1979 HORIZON purchases ACCUCUT. Program runs on time-share system allowing designers to access the program using loft terminals and telephone lines or satellites.
- 1980 ACCUCUT runs on a single mainframe in Kansas City, linked to all HORIZON lofts by satellite network. Peter Worcester implements pre- and post-design tasks are implemented on loft microcomputers.
- 1982 HORIZON launches major effort to enhance ACCUCUT. Worcester and Clemmer collaborate on project.
- 1983 The technology window opens. Download becomes feasible with advent of 32 bit microprocessor technology.
- 1984 Enhanced system installed at your local HORIZON loft.

*HA
u*

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to UCC.

1. NAME AND ADDRESS OF DEBTOR:

Philip G. DeGruchy, Individually and
T/A Mr. D. Audio-Video Sales and Services
Jumpers Mall, Ritchie Highway and Jumpers Hole Road
Glen Burnie, Anne Arundel County, Maryland 21061

2. NAME AND ADDRESS OF SECURED PARTY:

Small Business Administration (an Agency of the U. S. Government)
630 Oxford Building, 8600 LaSalle Road, Towson, MD 21204

3. This Financing Statement covers all:

- Machinery, equipment, fixtures and furniture now owned or hereafter acquired, together with attachments, accessories, etc.
- Inventory, raw materials, etc., including after acquired and proceeds.
- Accounts, including after acquired, and proceeds.
- Contract rights, including after acquired, and proceeds.
- Right, title and interest in and to the liquor license issued with respect to the premises located at _____, and all renewals thereof.
- Automotive equipment now owned or hereafter acquired, together with attachments, accessories, etc.
-

4. APPLICABLE ONLY TO TWELVE YEAR LOANS: Maturity date: N/A

5. This transaction is , is not exempt from the recordation tax.
Principal amount of the Debt is \$ N/A

RECORD FEE 12.00
POSTAGE .50
M.841381 C237 R02 109:10
JUL 26 84

DEBTOR:

Philip G. DeGruchy (SEAL)
Philip G. DeGruchy, Individually and
T/A Mr. D. Audio-Video Sales and Services

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1984 JUL 26 AM 9:15
E. AUBREY COLLISON
CLERK

AFTER RECORDATION RETURN TO: Small Business Administration
630 Oxford Building
8600 LaSalle Road
Towson, MD 21204

7

1250

NAVY FEDERAL CREDIT UNION
Washington, DC 20391

BOOK 475 PAGE 294

FINANCING STATEMENT

200012

Pursuant to the Uniform Commercial Code, this statement is presented for filing to the Clerk of the Circuit Court for **COUNTY OF ANNE ARUNDEL, MARYLAND**, to be filed among the Financing Statement Records for the aforesaid County and State.

NAME OF DEBTOR(S):

ADDRESS OF PROPERTY:

TIMOTHY P. DUGAN JR. and
LORRAINE A. DUGAN HUSBAND AND WIFE

2686 CARROLLTON RD.
ANNAPOLIS MARYLAND 21403
LOT NO. 21, SECTION "B"
"ANNAPOLIS ROADS, SECTION A&B"

NAME OF SECURED PARTY:

ADDRESS:

Navy Federal Credit Union

P.O. Box 969
Vienna, VA 22180

This Financing Statement covers the following items:

REFRIGERATOR, RANGE/OVEN, DISPOSAL,
DISHWASHER, FAN/HOOD, WALL TO WALL CARPETING;
Also including any renewals or replacements of these items.

RECORD FEE 12.00
POSTAGE .50
#12X850 C040 R01 T10:37
JUL 26 84

The security agreement to which this Financing Statement relates is a Deed of Trust dated **JULY 24th, 1984** and recorded among the Land Records of **COUNTY OF ANNE ARUNDEL, MARYLAND** covering the above described real estate and is additional security for the indebtedness therein described. The above items shall be subject to all the terms of said Deed of Trust and, in the event of foreclosure thereunder, may be sold together with the real estate at such foreclosure sale. Debtors have the right to substitute articles of equal or greater value for any of the items covered herein.

This Financing Statement is not subject to a Recordation Tax and should be returned to the Secured Party at the above address after recording.

Executed this **24th** day of **JULY** 19 **84**.

Signature of Member/Borrower *Timothy P. Dugan Jr.*
TIMOTHY P. DUGAN JR.

Navy Federal Credit Union

Signature of Co-Borrower *Lorraine A. Dugan*
LORRAINE A. DUGAN

By: *Krista M. Neumann*
K. M. NEUMANN
SUPERVISOR, MORTGAGE SECTION

RECEIVED FOR RECORD
CIRCUIT COURT, ANN. COUNTY
1984 JUL 26 AM 10:42
E. AUBREY COLLISON
CLERK

12.50

M. S. Evans Jr.

845161

NAVY FEDERAL CREDIT UNION
Washington, DC 20391

BOOK 475 PAGE 295

FINANCING STATEMENT

Pursuant to the Uniform Commercial Code, this statement is presented for filing to the Clerk of the Circuit Court for Anne Arundel County, Maryland, to be filed among the Financing Statement Records for the aforesaid County and State.

252573

NAME OF DEBTOR(S):

ADDRESS OF PROPERTY:

MICHAEL D. ANDERSEN, unmarried

2104 Lang Drive, Crofton, Maryland 21114;
Lot 85, "CROFTON COMMONS" S/D, Anne Arundel
County, Maryland

NAME OF SECURED PARTY:

ADDRESS:

Navy Federal Credit Union

P.O. Box 969
Vienna, VA 22180

This Financing Statement covers the following items:

Refrigerator, Dishwasher, Garbage Disposal, Wall to Wall Carpeting; also including any renewals or replacements of these items.

RECORD FEE 11.00
POSTAGE 50
#64165 0345 R02 T10:00
JUL 26 84

The security agreement to which this Financing Statement relates is a Deed of Trust dated May 31, 1984 and recorded among the Land Records of Anne Arundel County, Maryland covering the above described real estate and is additional security for the indebtedness therein described. The above items shall be subject to all the terms of said Deed of Trust and, in the event of foreclosure thereunder, may be sold together with the real estate at such foreclosure sale. Debtors have the right to substitute articles of equal or greater value for any of the items covered herein.

This Financing Statement is not subject to a Recordation Tax and should be returned to the Secured Party at the above address after recording.

Executed this 31st day of May 1984.

Michael D. Andersen
Signature of Member/Borrower Michael D. Andersen, by Ruth Korth,
his Attorney-in-Fact

Navy Federal Credit Union

Signature of Co-Borrower

By: T.M. Kramer
T.M. Kramer, Supervisor, First
Mortgage Loan Closing Section

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1984 JUL 26 AM 10:53
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

UNIFORM COMMERCIAL CODES
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-8
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 228017
RECORDED IN LIBER 414 FOLIO 284 ON September 13, 1979 (DATE)

1. DEBTOR

Name Briggs, George H & Regina
Address 306 Church Circle, Lenthicum, MD 21090

2. SECURED PARTY

Name Commercial Credit Corporation
CONTROL DATA BUSINESS SERVICES, INC.
Address P.O. BOX 549, SUITE C-101, WILSONIA ROAD,

Forward this Address to Whom Statement is To Be Returned if Different From Above.

3. Maturity date of obligation (if any) paid in full

CHECK ONE POLY OF STATEMENT

| | |
|---|--|
| <p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.) <u>waived</u></p> |

RECORD FEE 10.00
POSTAGE 50
023883 0040 R01 T11:59
JUL 26 84

CONTROL DATA BUSINESS SERVICES, INC.
P.O. BOX 549, SUITE C-101 WILSONIA ROAD
TIMONIUM, MD. 21093

Return to:

Dated 4/18/84
Peter J. Holmes (cc)
(Signature of Secured Party)
Peter J. Holmes
Type or Print Above Name on Above Line



Mailed to Secured Party

10-50

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1984 JUL 26 PM 12:04
E. AUBREY COLLISON
CLERK

1

STATE OF MARYLAND

Financing Statement (Form UCC-1)

Identifying File No. _____

Not Subject to Recording Tax

252579

1. LESSEE: John Welsh, Attorney At Law
Name or Names

7422 Baltimore-Annapolis Blvd. Glen Burnie, MD 21061
Address City State Zip Code

2. LESSOR: BUTLER AND COMPANY, INC.

8726 Town & Country Boulevard, Suite 205 Ellicott City, MD 21043
Address City State Zip Code

3. ASSIGNEE (if any) OF LESSOR: _____

4. THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY (Describe)

- 1) RL710 Copier and Supplies
S/N V130250

RECORD FEE 11.00
POSTAGE .50
#23891 0040 R01 112:12
JUL 26 84

Mailed to Secured Party

EQUIPMENT TO BE LOCATED: 407 Crain Highway, Steffey Building, Glen Burnie, MD 21061

5. PROCEEDS OF COLLATERAL (including Insurance Proceeds) ARE COVERED HEREUNDER.

RECEIVED FOR RECORD
CIRCUIT COURT... COUNTY
1984 JUL 26 PM 12:30
E. AUBREY COLLISON
CLERK

LESSEE: John Welsh, Attorney At Law
Name of Lessee

LESSOR: BUTLER AND COMPANY, INC.

BY: [Signature]
Signature of Lessee

BY: [Signature]
Signature of Lessor

✓ JOHN WELSH, OWNER
Type or Print, include title

DEBORAH STRAN CREDIT MGR
Type or Print, include title

11-50

TO THE FILING OFFICER: After this statement has been recorded please return to:
BUTLER AND COMPANY, INC.
8726 Town & Country Boulevard, Suite 205
Ellicott City, MD 21043

FINANCING STATEMENT FORM UCC-1 5/76

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name HY HO GRILL, INC
Address 4901 BATTLE GROVE ROAD, BALTIMORE, MD 21225
ANNE ARUNDEL COUNTY

2. SECURED PARTY

Name NECCO CORPORATION
Address P.O. BOX 537 LAUREL, MD 20707

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 MODEL C121HWP ICE-O-MATIC ICE MACHINE
SERIAL # D4150142W
- 1 MODEL 44CAB ELECTRO FREEZE ICE CREAM FREEZER
SERIAL # KM 2089

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

RECORD FEE 12.00
POSTAGE .50
423372 0040 R01 T12:13
JUL 26 84

HY HO GRILL, INC
(Corporate or Trade Name)

AC HYMAN, PRES.
(Signature of Debtor)

AC HYMAN, PRES.
Type or Print Signature

(Signature of Debtor)

Type or Print Signature

NECCO CORPORATION
HOWARD E. NELSON, PRES.
(Signature of Secured Party)

HOWARD E. NELSON, PRES.
Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 JUL 26 PM 12:30

E. AUBREY COLLISON
CLERK

12-50

| | | | |
|---|-------------------------------|--|--|
| <input type="checkbox"/> TO BE | } RECORDED IN LAND RECORDS | <input type="checkbox"/> SUBJECT TO | } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ _____ |
| <input checked="" type="checkbox"/> NOT TO BE | | <input checked="" type="checkbox"/> NOT SUBJECT TO | |

FINANCING STATEMENT

1. Debtor(s):

NICHOLAS PISCATELLI t/a Corn-A-Plenty
Name or Names—Print or Type

8123 JUMPERS MALL PASADENA, MD. 2122
Address—Street No., City - County State Zip Code

2. Secured Party:

Jumpers Equities Limited Partnership
Name or Names—Print or Type

8725 Loch Raven Blvd. Towson, MD 21204
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).
All inventory, fixtures and equipment in Store # 600 Jumpers Mall, Anne Arundel County, Maryland also known as 8123 Jumpers Mall, Ritchie Highway, Pasadena, Maryland 21122.
4. If above described personal property is to be affixed to real property, describe real property. Some of the above described personal property may be affixed to the above described store which is part of the real property shown on a plat entitled "Second Revision of Jumpers - the Mall & More" recorded in the land records of Anne Arundel County, Maryland at 3776/72-1.
5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.
7. Products of collateral are are not covered.

RECORD FEE 12.00
POSTAGE .50
#23893 0040 R01 T12:14
JUL 26 84

| | |
|--|---|
| DEBTOR(S): | SECURED PARTY: |
| <u><i>Nicholas Piscatelli</i></u> (Signature of Debtor) | <u><i>[Signature]</i></u> (Signature of Secured Party) |
| <u>NICHOLAS PISCATELLI</u> Type or Print | <u>Jumpers Equities Limited Partnership</u> (Company, if applicable) |
| _____ (Signature of Debtor) | By: <u>Randall C. White, Managing General</u> Type or Print Partner |
| _____ Type or Print | |

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

THE MARYLAND CORPORATION - 8725 Loch Raven Blvd. - Towson, Md. 21204

Mailed to: _____

12-50

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1984 JUL 26 PM 12:30

E. AUBREY COLLISON
CLERK

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**
and/or its Parent, Affiliates or Subsidiaries
7104 FURNACE BRANCH RD
ADDRESS: GLEN BURNIE MD 21061
CITY & STATE: _____

FILING OFFICER NOTICE:

PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

| | | | |
|--|-------|----------------------------------|-----|
| DEBTOR(S) (AND ADDRESSES) THOMAS & CATHY HOFFAUER | | DATE OF THIS FINANCING STATEMENT | |
| 7115 F DEFRANZO LOOP | | 06-13-84 | |
| FT MEADE MD | 20755 | ACCOUNT NO. | TAB |

Filed with: CLERK OF CRT AA COUNTY

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**

(a) If described, Motor Vehicles as follows:

| YEAR MODEL | MAKE | BODY TYPE | MODEL NO. OR LETTER | SERIAL NUMBER | MOTOR NUMBER | NUMBER CYL |
|------------|------|-----------|---------------------|---------------|--------------|------------|
| | | | | | | |
| | | | | | | |

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

(b) checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

RECORD FEE 12.00
RECORD TAX 10.50
POSTAGE .50
#23895 0040 R01 712:15
JUL 26 84

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.

FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS \$ 1224.91

BY Richard Ballis Dept mg Richard Ballis DEBTOR
Cathy Hoffauer DEBTOR
(SECURED PARTY)
TITLE

ORIGINAL - FILING OFFICER COPY

19-1209 (REV. 11-80)

12 -
10 50
50

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 JUL 26 PM 12:30

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

Debtor or Assignor Form

FINANCING STATEMENT

June 13, 1984

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$.....

- To Be Recorded in Land Records (For Fixtures only).

Name of Debtor

Address

Brake & Son, Inc.

1296 Bacon Ridge Road
Cromnsville, Md 21032

SECURED PARTY (OR ASSIGNEE)

FirstNational Bank of Maryland

—Address:

3700 Donnell Drive
Forestville, md 20747

Attach separate list if necessary

- 1. This Financing Statement covers the following types (or items) of property (the collateral):

1974 Case W-18 Loader
Serial No. 9115618

RECORD FEE 11.00
POSTAGE .50
#23899 0040 R01 T12:20
JUL 26 84

- 2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

- 3. Proceeds } of the collateral are also specifically covered.
- Products }

- 4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

Quinton Brake

Donald E. Haney

Quinton Brake

BY Donald E. Haney, Vice President

FNB 0850-A

Type or print names under signatures

11-50

RECEIVED FOR RECORD
CIRCUIT COURT, W.A. COUNTY

1984 JUL 26 PM 12:31

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

STATE OF MARYLAND

252379

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Joyce A. Clauss T/A J.A.C. Excavating & Hauling Co.
Address 8220 West B & A Road, Severn, Maryland 21144

2. SECURED PARTY

Name Baldwin Service Center, Inc.
Address Defense Highway, Rt. 450 & 178, Annapolis, Maryland 21401
Credit Alliance Corporation, P.O. Box 1680, Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

ASSIGNEE OF SECURED PARTY

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, Maryland 21061

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Joyce A. Clauss T/A J.A.C. Excavating & Hauling Co.

(Signature of Debtor)
Joyce A. Clauss

Type or Print Above Name on Above Line

Joyce A. Clauss
(Signature of Debtor)

Type or Print Above Signature on Above Line

Baldwin Service Center, Inc.

(Signature of Secured Party)
Hse H. Fink

Type or Print Above Signature on Above Line

RECORD FEE 18.00
POSTAGE 50
#23975 0040 001 112:20
JUL 26 84

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1984 JUL 26 PM 12:31
E. AUBREY COLLISON
CLERK

18-50

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract")

dated June 8, 1984, between Baldwin Service Center, Inc., as Seller/Lessor/Mortgagee,

and Joyce A. Clauss T/A J.A.C. Excavating & Hauling Co., 8220 West B & A Road, Severn, MD
(Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described, and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the property described therein and good right to sell, lease and transfer the same; it is a valid obligation arising out of the instalment sale or lease or mortgage of the property described therein to the Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; it reserves a valid, free and clear title to or creates an encumbrance and first lien upon such property; it and the property described therein are and will continue to be free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all statements made and unpaid balances shown therein are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it will be paid and performed according to the terms thereof, and it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, leases, loans, chattel mortgages and instalment paper; it has been properly filed or recorded, and will be re-filed or re-recorded where necessary, without cost to CREDIT; the property described therein has been delivered, accepted and installed, will be satisfactorily maintained and protected and will operate to the satisfaction of the Obligor; and there is still unpaid and owing thereon the sum total of the unmatured instalments stipulated in and evidenced by said contract the payment of which will be made by us if not paid by the Obligor, together with interest, attorneys' fees, court costs and other expenses in connection therewith. We further represent, warrant and agree that CREDIT has and will at all times continue to have a valid and enforceable first lien on the property described in said contract; that CREDIT may in our name endorse any notes or any other obligations given in connection with said contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, or to compromise or adjust any and all rights against and grant extensions of time of payment to the Obligor or any other persons obligated on said contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement between us and CREDIT, if any, applicable to the purchase of paper as defined therein, by CREDIT from us, are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to any notes or any other obligations given in connection with said contract. In addition to the foregoing it is agreed that we shall be fully liable for payment of all of Obligor's obligations under the contract in the event Obligor fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property described in the contract, and/or if CREDIT is unable to promptly retake possession of the property described in the contract free and clear of any other liens and encumbrances in the event of a default under the contract.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 12,997.44

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 8th day of June, 19 84

Baldwin Service Center, Inc. (Seal)
Seller/Lessor/Mortgagee

By: [Signature] Corp Sec.

If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.

CONDITIONAL SALE CONTRACT NOTE **Joyce A. Clauss T/A**

TO: **Baldwin Service Center, Inc.** ("Seller") FROM: **J.A.C. Excavating & Hauling Co.** ("Buyer")
Defense Highway, Rt. 450 & 178, Annapolis, MD 21401 8220 West B & A Road, Severn, MD 21144
(Address of Seller) (Address of Buyer)

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):

**One (1) International TD8-E Diesel
Crawler Tractor w/ROPs, S/N 5777**

BOOK 475 PAGE 304

- (1) TIME SALES PRICE \$ **35,122.44**
- (2) Less DOWN PAYMENT IN CASH \$ **22,125.00**
- (3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ **-0-**
- (4) CONTRACT PRICE (Time Balance) \$ **12,997.44**

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:

8220 West B & A Road, Severn, Maryland 21144

Record Owner of Real Estate: _____

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of **Twelve thousand nine hundred ninety seven dollars and 44/100*****

*****Dollars (\$ **12,997.44**)

being the above indicated Contract Price (hereinafter called the "time balance") in **12** successive monthly installments, commencing on the **12th** day of **July**, 19 **84**, and continuing on the same date each month thereafter until paid; the first **11** installments each being in the amount of \$ **1,083.12** and the final installment being in the amount of \$ **1,083.12**

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of **-0-** % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: June 8, 19 84

BUYER(S)-MAKERS(S):

Accepted Baldwin Service Center, Inc. (SEAL)
(Print Name of Seller Here)

Joyce A. Clauss T/A J.A.C. (SEAL)
Excavating & Hauling Co.
(Print Name of Buyer-Maker Here)

By: [Signature]
(Witness as to Buyer's and Co-Maker's Signature)

By: [Signature]
Co-Buyer-Maker: _____ (SEAL)

(Witness as to Buyer's and Co-Maker's Signature)

By: _____
(Print Name of Co-Buyer-Maker Here)

This instrument prepared by _____

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

| | |
|----------------------|----------------------|
| _____ (L.S.) | _____ (L.S.) |
| (Guarantor-Endorser) | (Guarantor-Endorser) |
| _____ (L.S.) | _____ (L.S.) |
| (Guarantor-Endorser) | (Guarantor-Endorser) |

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewal thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

| | | |
|----------------------|--|-----------------------------|
| Date: _____ 19 _____ | _____ (SEAL) (Corporate, Partnership or Trade Name or Individual Signature) | } Signature of Seller |
| _____ (Witness) | By: _____ (Signature: Title of Officer, "Partner" or "Proprietor") | |

BOOK 410 PAGE 300
475 - 305

BOOK 475 PAGE 306

J-SS/MS
11/30/82
9/6/83
5/3/84
5/17/84

252500

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF

\$ _____

FINANCING STATEMENT

Kunkel Piano & Organ Co.

1. Debtor(s):

Name or Names—Print or Type
78 Cranbrook Rd., P.O. Box 521, Cockeysville, Md.
Address—Street No., City - County State Zip Code
Baltimore Co. 21030

Name or Names—Print or Type
Address—Street No., City - County State Zip Code

2. Secured Party:

Jumpers Equities Limited Partnership
Name or Names—Print or Type
8725 Loch Raven Blvd. Towson, MD 21204
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

All inventory, fixtures and equipment wholly owned by Kunkel Piano & Organ Co. in Store #265-269 Jumpers Mall, Anne Arundel County, Maryland also known as 8067 Jumpers Mall, Ritchie Highway, Pasadena, Maryland 21122.

4. If above described personal property is to be affixed to real property, describe real property. Some of the above described personal property may be affixed to the above described store which is part of the real property shown on a plat entitled "Second Revision of Jumpers - the Mall & More" recorded in the land records of Anne Arundel County, Maryland at 3776/72-1.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S): Kunkel Piano & Organ Co. SECURED PARTY:

by: Francis X. Kunkel, Jr.
(Signature of Debtor)

Francis X. Kunkel, Jr.
Type or Print

(Signature of Debtor)

Type or Print

Jumpers Equities Limited Partnership
(Company, if applicable)

(Signature of Secured Party)

By: Randall C. White, Managing General
Type or Print Partner

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

THE MARYLAND CORPORATION - 8725 Loch Raven Blvd. - Towson, Md. 21204

Mailed to Secured Party
RECORD FEE 11.00
POSTAGE .50
#22901 0040 R01 112:21
JUL 26 84

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 JUL 26 PM 12:31

E. AUBREY COLLISON
CLERK

11-
.50

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to UCC.

1. NAME AND ADDRESS OF DEBTOR:

LAS VEGAS TWO, INC.
4901 Belle Grove Road
Baltimore, Maryland 21225

252801

2. NAME AND ADDRESS OF SECURED PARTY:

LEISURE TIME INDUSTRY, LTD.
C/O David R. Cohan, Esquire
Suite 1230, Sun Life Building, Baltimore, Maryland 21201

3. This Financing Statement covers all:

- Machinery, equipment, fixtures and furniture now owned or hereafter acquired, together with attachments, accessories, etc.
- Inventory, raw materials, etc., including after acquired and proceeds.
- Accounts, including after acquired, and proceeds.
- Contract rights, including after acquired, and proceeds.
- Right, title and interest in and to the liquor license issued with respect to the premises located at _____, and all renewals thereof.
- Automotive equipment now owned or hereafter acquired, together with attachments, accessories, etc.
-

RECORD FEE 11.00
POSTAGE .50
#23906 C040 R01 T12:35
JUL 26 84

4. APPLICABLE ONLY TO TWELVE YEAR LOANS: Maturity date: _____

5. This transaction is , is not exempt from the recordation tax.
Principal amount of the Debt is \$50,000.00 (Fifty Thousand Dollars)

DEBTOR:

LAS VEGAS TWO, INC.

SECURED PARTY:

LEISURE TIME INDUSTRY, LTD.

Alvin A. Hyman (SEAL)
President

[Signature] (SEAL)
Vice President

AFTER RECORDATION RETURN TO:

David R. Cohan, Esquire
Suite 1230, Sun Life Building
Baltimore, Maryland 21201

Mailed to: _____

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 JUL 26 PM 1:00

E. AUBREY COLLISON
CLERK

110 B

| | | |
|---|---|--|
| 4. <input type="checkbox"/> Filed for record in the real estate records. | 5. <input type="checkbox"/> Debtor is a Transmitting Utility. | 6. No. of Additional Sheets Presented: |
| 1. Debtor(s) (Last Name First) and address(es) Estimation, Inc. and Electronic Modules Corporation 805-L Barkwood Court Linthicum Heights, MD 21090 | 2. Secured Party(ies) and address(es) Mercantile Bank & Trust Co. 766 Old Hammonds Ferry RD. Linthicum Heights, MD 21090 | 3. For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 10.00 POSTAGE .50 #23913 0040 R01 713:47 |

7. This statement refers to original Financing Statement No. 236670 filed (date) 2/17/81 with Anne Arundel County
Book 434, Page 247

8. A. Continuation The original Financing Statement bearing the above file number is still effective.
 B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
 C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:
 D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below:
 E. Amendment The Financing Statement bearing the above file number is amended as set forth below: (Signature of Debtor and Secured Party is Required)
 F. Other

See Attachment A

This is a partial release

Assignee:
Trans-American Leasing Corporation
The Steffey Bldg., Ste. 200B
407 Crain Highway
GlenBurnie, MD 21061

Mailed to: _____

10-50 By _____ Signature(s) of Debtor(s) (only on amendment)

MERCANTILE BANK & TRUST CO. _____
By _____ Signature(s) of Secured Party(ies)

Filing Officer Copy — Alphabetical



RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 JUL 26 PM 1:52

E. AUBREY COLLISON
CLERK

Uniform Commercial Code — FINANCING STATEMENT — Form UCC-1

IMPORTANT — Read instructions on back before filling out form

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code **252802**

RDW 475 PAGE 309

| | | |
|--|---|---|
| 4. <input type="checkbox"/> Filed for record in the real estate records | 5. <input type="checkbox"/> Debtor is a Transmitting Utility. | 6. No. of Additional Sheets Presented: ONE |
| 1. Debtor(s) (Last Name First) and address(es) Montgomery, H. Taylor d/b/a Annapolis Radio Telephone 238 West Street Annapolis, Maryland 21401 | 2. Secured Party(ies) and address(es) Fleet Credit Corporation 155 South Main Street Providence, Rhode Island 02903 | 3. For Filing Officer (Date, Time, Number, and Filing Office) |

7. This financing statement covers the following types (or items) of property:
ALL EQUIPMENT AS LISTED ON SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF. This equipment is owned by Fleet Credit Corporation and is being leased to H. Taylor Montgomery d/b/a Annapolis Radio Telephone under a true lease. This filing is a memo of the lease transaction. This is not a security agreement transaction, and is not subject to recordation tax.

Mailed to Secured Party
RECORDATION FEE 11.00
POSTAGE 1.50
#23914 0040 R01 T13
JUL 20

Filed with: **Clerk of Circuit Court - Anne Arundel Cty., MD** Products of Collateral are also covered.

| | | |
|--|---|--|
| Whichever is Applicable (See Instruction Number 9) | H. Taylor Montgomery d/b/a Annapolis Radio Telephone | Fleet Credit Corporation |
| | <i>H. Taylor Montgomery</i> Signature(s) of Debtor (Or Assignor) | <i>C.D. Pearson</i> Signature(s) of Secured Party (Or Assignee) |

SCHEDULE "A"

This Schedule-"A" is attached to and made a part of a
UCC-1 Financing Statement on which H. Taylor Montgomery d/b/a
Annapolis Radio Telephone
is Debtor and Fleet Credit Corporation is Secured Party.

BOOK 475 PAGE 310

- (1) GENERAL ELECTRIC MASTER II 800MHZ REPEATER, 35 WATT WITH LARGE CABINET, DUPLEXER AND 1/4 SUPERFLEX INTERCONNECTIONS. (TX ON 852.5625MHZ, RX ON 807.5625MHZ)
- (1) DECIBEL DB809-H ANTENNA 9DB GAIN
- (1) 375' 7/8" WELLFLEX CABLE COMPLETE WITH "N" CONNECTORS
- (1) DATA SIGNAL MTI-700-DH MODULAR INTERCONNECT
- (1) DATA SIGNAL MLS-280 MULTILINE ADAPTOR (W/O QDS & TTD)
- (1) DATA SIGNAL MLA-7 ADAPTOR CARDS
- (1) FERRITRONICS COMMUNITY REPEATER PANEL
- (1) TS-32F ENCODER BOARDS
- (1) DTR BOARD, DTMF TO DTMF REGENERATOR
- 1 CSC TONE MONITOR COMPUTER
- BACK UP POWER SUPPLY
- (1) INTERCONNECT MONITOR
- (1) BASE STATION (MOBILE WITH AC SUPPLY)
- (1) MULTIPLE TONE CUSTOMER SELECTOR
- (1) ANTENNA ASP-962 YAGI 8DB
- (1) FEEDLINE AND CONNECTORS (30')
- (2) MOBILES WITH ATTACHED ANTENNAS

AND ALL ACCESSORIES AND ATTACHMENTS TO ALL OF THE ABOVE.

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1984 JUL 26 PM 1:52

E. AUBREY COLLISON
CLERK

This Schedule "A" is hereby verified as correct by the undersigned who acknowledges receipt of a copy.

DEBTOR/LESSEE:

H. Taylor Montgomery d/b/a
Annapolis Radio Telephone

BY: H. T. Montgomery

TITLE: Owner

SECURED PARTY/LESSOR:

Fleet Credit Corporation

BY: [Signature]

TITLE: [Signature]

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 1-21-7 Ed. 1/79

This Statement is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. J.D. 242154 recorded in
Liber 448 Folio 491 on APRIL 16, 1982 (Date).

1. DEBTOR(S):
 Name(s) CHARLES M. SUPPLEE
 Address(es) SHADY OAKS MARINA
WEST RIVER, MD.

2. SECURED PARTY:
 Name FIRST PENNSYLVANIA BANK N.A.
 Address 3020 MARKET STREET
PHILADELPHIA, PA. 19104

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part of it as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

RECORD FEE 10.00
202916 0040 R01 T136
JUL 26 1984

Mailed to Secured Party

CR
CLERK

RECEIVED FOR RECORD
CIRCUIT COURT I. A. COUNTY
1984 JUL 26 PM 1:53
E. AUBREY COLLISON
CLERK

9. SIGNATURES.

10

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signatory and if Company.

SECURED PARTY

FIRST PENNSYLVANIA BANK N.A.

By *John K. Price*
JOHN K. PRICE, A.V.P.

(Type, Name and Title)

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)

Van Doorn Ooms
5111 Battery Lane
Bethesda, Md. 20814

2. Secured Party(ies) and address(es)

Security National Bank
2000 M St., NW
Washington, DC 20036

3. Maturity date (if any):

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00
POSTAGE .50
#23917 0040 R01 7:13:51
JUL 26 1984

4. This financing statement covers the following types (or items) of property:

'81 27' Watkin's Sloop
Vessel Name: Quintet
Official # 641978

5. Assignee(s) of Secured Party and Address(es)

Security National Bank
2000 M St., NW
Washington, DC 20036
ATTN: Installment Loan Dept.

NOT SUBJECT TO RECORDATION TAXES

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Anneandul County

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Van Doorn Ooms

Security Nat'l Bank by: Paul W. Uth

By: X Van Doorn Ooms
Signature(s) of Debtor(s)

By: Paul W. Uth
Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY-ALPHABETICAL

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

11-50

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 JUL 26 PM 1:53

E. AUBREY COLLISON
CLERK

USDA-FmHA
Form FmHA 440-4
(Rev. 6-21-83)

SECURITY AGREEMENT
(CHATELS AND CROPS)

LIBER 3762 PAGE 345

BOOK 475 313

I. THIS SECURITY AGREEMENT, dated July 18, 19 84, is made between the United States of America acting through the Farmers Home Administration (herein called Secured Party) and Robert A. Thieme and _____ (herein called Debtor), whose mailing address is 5507 Brooks Wood Road, Lothian, Md. 20820

II. WHEREAS Debtor is justly indebted to Secured Party as evidenced by one or more certain promissory note(s) or other instrument(s), and in the future may incur additional indebtedness to Secured Party which will also be evidenced by one or more promissory note(s) or other instrument(s), all of which are herein called "note", which has been executed by Debtor, is payable to the order of Secured Party, and authorizes acceleration of the entire indebtedness at the option of Secured Party upon any default by Debtor; and The note evidences a loan to Debtor, and Secured Party at any time, may assign the note and insure the payment thereof to any extent authorized by the Consolidated Farm and Rural Development Act or any other act administered by the Farmers Home Administration and It is the purpose and intent of this instrument that, among other things, at all times when the note is held by Secured Party, or in the event Secured Party should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity security agreement to secure Secured Party against loss under its insurance contract by reason of any default by Debtor; and

NOW THEREFORE, in consideration of said loan(s) and (a) at all times when the note is held by Secured Party, or in the event Secured Party should assign this instrument without insurance of the payment of the note, to secure the prompt payment of all existing and future indebtedness and liabilities of Debtor to Secured Party and of all renewals and extensions thereof and any additional loans or future advances to Debtor heretofore or hereafter made or insured by Secured Party under the then existing provisions of the Consolidated Farm and Rural Development Act or any other act administered by the Farmers Home Administration all with interest, (b) at all times when the note is held by an insured holder, to secure performance of Debtor's agreement herein to indemnify and save harmless Secured Party against loss under its insurance contract by reason of any default by Debtor, (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by Secured Party, with interest, as hereinafter described, and the performance of every covenant and agreement of Debtor contained herein or in any supplementary agreement:

DEBTOR HEREBY GRANTS to Secured Party a security interest in Debtor's interest in the following collateral, including the proceeds and products thereof:

Item 1. All crops, annual and perennial, and other plant products now planted, growing or grown, or which are hereafter planted or otherwise become growing crops or other plant products (a) within the one-year period or any longer period of years permissible under State law, or (b) at any time hereafter if no fixed maximum period is prescribed by State law, on the following described real estate:

| <u>Farm(s) or Other Real Estate *Owner</u> | <u>Approximate No. of Acres</u> | <u>County and State</u> | <u>Approximate Distance and Direction from a Named Town or other Description</u> |
|--|-------------------------------------|-----------------------------|--|
| Robert A. Thieme(2554/578) | 122.81 | Anne Arundel, Md. | Brooks Wood Rd., Lothian |
| William L. Spicknall(1159/259) | 220.09 | Anne Arundel, Md. | Rt. 2, Lothian, |
| Earl G. Townshend, Jr.(1010/408) | 96.27 | Anne Arundel, Md. | Rt. 424,Davidsonville |
| Albert McIlveen(821/192) | 220.87 | Anne Arundel, Md. | Rt. 2, Lothian |

FILED
1984 JUL 19 PM 2:40
E. AUBREY COLLISON
CLERK



RECORD FEE 18.00
POSTAGE .50
#63557 0345 R02 114:37
JUL 19 84

Including all peanut and tobacco poundage allotment, and all other crops, and all other plant products, and all other proceeds derived from the conveyance or lease and transfer by the debtors to any subsequent party.

*Owner shown in related Financing Statement, except if informed of ownership change by the new owner.

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1984 JUL 26 PM 3:55
E. AUBREY COLLISON
CLERK

18.00
FmHA 440-4 (Rev. 6-21-83)

| | | | | | | |
|--|--|--|--|--|--|--|
| | | | | | | |
|--|--|--|--|--|--|--|

Item 4. All accounts, contract rights and general intangibles, as follows:

BOOK 475 PAGE 315

LIBER 3762 PAGE 347

III. DEBTOR WARRANTS, COVENANTS, AND AGREES THAT:

A. Debtor is the absolute and exclusive owner of the above-described collateral, and any marks or brands used to describe livestock are the holding brands and carry the title, although the livestock may have other marks or brands, and such collateral is free from all liens, encumbrances, security and other interests except (1) any existing liens, encumbrances, security or other interests in favor of Secured Party which shall remain in full force and effect, (2) any applicable landlord's statutory liens, and (3) other liens, encumbrances, security or other interests, as follows:

- *21. Lien with Massey Ferguson, Timonium, Md.
- *24. Lien with Massey Ferguson, Timonium, Md.
- **10. Lien with First National Bank of Maryland, Upper Marlboro, Md.

and Debtor will defend the collateral against the claims and demands of all other persons. Reference to the above liens, encumbrances, security and other interests is for warranty purposes only and does not indicate their priority.

B. Statements contained in Debtor's loan application(s) are true and correct; and Debtor will (1) use the loan funds for the purposes for which they were or are advanced, (2) comply with such farm and home management plans as may be agreed upon from time to time by Debtor and Secured Party, (3) care for and maintain the collateral in a good and husbandlike manner, (4) insure the collateral in such amounts and manner as may be required by Secured Party, and if Debtor fails to do so, Secured Party, at its option, may procure such insurance, (5) permit Secured Party to inspect the collateral at any reasonable time, (6) not abandon the collateral or encumber, conceal, remove, sell or otherwise dispose of it or of any interest therein, or permit others to do so, without the prior written consent of Secured Party, and (7) not permit the collateral to be levied upon, injured or destroyed, or its value to be impaired, except by using harvested crops in amounts necessary to care for livestock covered hereby.

C. Debtor will pay promptly when due all (1) indebtedness evidenced by the note and any indebtedness to Secured Party secured hereby, (2) rents, taxes, insurance premiums, levies, assessments, liens, and other encumbrances, and costs of lien searches and maintenance and other charges now or hereafter attaching to, levied on, or otherwise pertaining to the collateral or this security interest, (3) filing or recording fees for instruments necessary to perfect, continue, service, or terminate this security interest, and (4) fees and other charges now or hereafter required by regulations of the Farmers Home Administration. At all times when the note is held by an insured holder, Debtor shall continue to make payments on the note to Secured Party, as collection agent for the holder.

D. If the note is insured by Secured Party, Debtor will indemnify and save harmless Secured Party against any loss by reason of any default by Debtor.

E. At all times when the note is held by an insured holder, any amount due and unpaid under the terms of the note to which the holder is entitled may be paid by Secured Party to the holder of the note for the account of Debtor. Any amount due and unpaid under the terms of the note, whether it is held by Secured Party or by an insured holder, may be credited by Secured Party on the note and thereupon shall constitute an advance by Secured Party for the account of Debtor. Any advance by Secured Party as described in this paragraph shall bear interest at the note rate from the date on which the amount of the advance was due to the date of payment to Secured Party, provided that Borrower shall be required to pay interest on only the principal portion of such advance unless otherwise provided in the regulations of the Farmers Home Administration.

F. Whether or not the note is insured by Secured Party, Secured Party may at any time pay any other amounts required herein to be paid by Debtor and not paid when due, including any costs and expenses for the preservation or protection of the collateral or this security interest, as advances for the account of Debtor. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

G. All advances by Secured Party as described in this instrument, with interest, shall be immediately due and payable by Debtor to Secured Party without demand at the place designated in the latest note and shall be secured hereby. No such advance by Secured Party shall relieve Debtor from breach of the covenant to pay. Any payment made by Debtor may be applied on the note or any indebtedness to Secured Party secured hereby, in any order Secured Party determines.

H. In order to secure or better secure the aforesaid obligations or indebtedness, Debtor will execute and deliver to Secured Party at any time, upon demand, such additional security instruments on such real and personal property as Secured Party may require.

IV. IT IS FURTHER AGREED THAT:

A. Until default Debtor may retain possession of the collateral.

B. Default shall exist hereunder if Debtor fails to perform or discharge any obligation or to pay promptly any indebtedness hereby secured or to observe or perform any covenants or agreements herein or in any supplementary agreement contained, or if any of Debtor's representations or warranties herein prove false or misleading, or upon the death or incompetency of the parties named as Debtor, or upon the bankruptcy or insolvency of anyone of the parties named as Debtor. Upon any such default.

1. Secured Party, at its option, with or without notice as permitted by law, may (a) declare the unpaid balance on the note and any indebtedness secured hereby immediately due and payable, (b) enter upon the premises and take possession of, cultivate and harvest crops, repair, improve, use, and operate the collateral or make equipment unusable, for the purpose of protecting or preserving the collateral or this lien, or preparing or processing the collateral for sale, and (c) exercise any sale or other rights accorded by law.

2. Debtor hereby (a) agrees to assemble the collateral and make it available to Secured Party at such time(s) and place(s) as designated by Secured Party, and (b) waives all notices, exemptions, compulsory disposition and redemption rights.

3. A default shall exist under any other security instrument held or insured by Secured Party and executed or assumed by Debtor on real or personal property. Likewise, default under any such other security instrument shall constitute default hereunder.

C. Proceeds from disposition of collateral shall be applied first on expenses of retaking, holding, preparing for sale, selling and the like and for payment of reasonable attorneys' fees and legal expenses incurred by Secured Party, second to the satisfaction of prior security interests or liens to the extent required by law and in accordance with current regulations of the Farmers Home Administration, third to the satisfaction of indebtedness secured hereby, fourth to the satisfaction of subordinate security interests to the extent required by law, fifth to any other obligations of Debtor owing to or insured by Secured Party, and sixth to Debtor. Any proceeds collected under insurance policies shall be applied first on advances and expenditures made by Secured Party, with interest, as hereinabove provided, second on the debt evidenced by the note, unless Secured Party consents in writing to their use by Debtor under Secured Party's direction for repair or replacement of the collateral, third on any other obligation of Debtor owing to or insured by Secured Party, and any balance shall be paid to Debtor unless otherwise provided in the insurance policies. Debtor will be liable for any deficiency owed to Secured Party after such disposition of proceeds of the collateral and insurance.

D. It is the intent of Debtor and Secured Party that to the extent permitted by law and for the purpose of this Agreement, no collateral covered hereby is or shall become realty or accessioned to other goods.

E. This Agreement is subject to the present regulations of the Secured Party and to its future regulations not inconsistent with the express provisions hereof.

F. If any provision of this Agreement is held invalid or unenforceable, it shall not affect any other provisions hereof, but this Agreement shall be construed as if it had never contained such invalid or unenforceable provision.

G. The rights and privileges of Secured Party under this Agreement shall inure to the benefit of its successors and assigns. All covenants, warranties, representations, and agreements of Debtor contained in this Agreement are joint and several and shall bind personal representatives, heirs, successors, and assigns.

H. If at any time it shall appear to Secured Party that Debtor may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Debtor will, upon Secured Party's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

I. Secured Party shall have the sole and exclusive rights as the secured party hereunder, including but not limited to the power to grant or issue any consent, release, subordination, continuation statement or termination statement, and no insured holder shall have any right, title, or interest in or to the security interest created by this Agreement or any benefits hereof.

J. Secured Party will make or insure future loans or advances to Debtor to enable Debtor to raise or harvest farm crops or raise livestock or other animals, provided funds are available and the Debtor meets all then current requirements imposed by regulations of the Secured Party.

K. SECURED PARTY HAS INFORMED DEBTOR THAT DISPOSAL OF PROPERTY COVERED BY THIS SECURITY AGREEMENT WITHOUT THE CONSENT OF SECURED PARTY, OR MAKING ANY FALSE STATEMENT IN THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT, MAY CONSTITUTE A VIOLATION OF FEDERAL CRIMINAL LAW.

L. Failure by the Secured Party to exercise any right—whether once or often—shall not be construed as a waiver of any covenant or condition or of the breach thereof. Such failure shall also not affect the exercise of such right without notice upon any subsequent breach of the same or any other covenant or condition.

Farmers Home Administration-U.S.D.A.
P. O. Box 489
Prince Frederick, Maryland 20678

Robert A. Thieme
ROBERT A. THIEME

(Debtor)

(SEAL)

Witness to:

(Debtor)

(SEAL)

BOOK 475 PAGE 317

252005

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
Oscar A. Farias, M.D.
1667 Crofton Centre
Crofton, MD 21114

2. Secured Party(ies) and address(es)
ChiCorp Financial Services
300 E. Northwest Highway
Palatine, IL 60067

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 13.00
POSTAGE 50
#23939 0040 R01 115137
JUL 26 84

4. This financing statement covers the following types (or items) of property: 04-0155-84-0072.
One - M.B.D. Autospire SD-System Package w/mobile
cart SN 164470

NOT SUBJECT TO RECORDATION TAX

5. Assignee(s) of Secured Party and Address(es)
Citicorp Industrial Credit, Inc., 1900 E. Golf Rd., Suite 1100
Schaumburg, IL 60195

This statement is filed without the debtor's signature to perfect a security interest in collateral (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered. No. of additional Sheets presented.

Filed with: Clerk of Circ. Ct., Anne Arundel Cty., P.O. Box 71, Annapolis, MD 21404

1350

By: see attached lease page for debtor's original signature
Signature(s) of Debtor(s)

ChiCorp Financial Services
By: *J. Schovanec*
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy - Alphabetical

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1984 JUL 26 PM 3:52
E. AUBREY COLLISON
CLERK

8

CHICORP FINANCIAL SERVICES
800 EAST NORTHWEST HIGHWAY, SUITE 618
PALATINE, ILLINOIS 60067
(312) 991-5150

LEASE NO.
84-0155-
84-0072
Refer to Above No. On
All Correspondence

LESSOR

BOOK 475 PAGE 318

NAME AND ADDRESS OF LESSEE:

OSCAR A FARIAS, M.D.
1667 Crofton Centre
Crofton, MD. 21114

NAME AND ADDRESS OF VENDOR:

T. J. Straton Co, Inc.
3403 Lafayette Place
Hyattsville, MD 20783

(If individual or partnership, show residence and business addresses;
If corporation, show office as specified in Certificate of Incorporation or Authority)

PERSON TO CONTACT: DR FARIAS
PHONE NUMBER: (301) 721-2700

SALESMAN: TERESA LEE
PHONE NO.: (301) 464-2040

| QUANTITY | DESCRIPTION OF EQUIPMENT LEASED (INCLUDE MAKE, YEAR, MODEL, IDENTIFICATION AND MODEL NUMBERS OR MARKS) | PRICE |
|----------|---|----------------------|
| 1 ea. | M.E.D Autospiro SD-System Package Including Supplies for 300 Tests and Mobile Cart, SN 164470 | 3,305.00 |
| | | TOTAL PRICE 3,305.00 |
| | | SALES TAX 166.25 |
| | | OTHER |
| | | TOTAL COST 3,491.25 |

EQUIPMENT TO BE DELIVERED TO AND LOCATED AT:

NAME: OSCAR A FARIAS, M.D. ADDRESS: SAME

SCHEDULE OF RENT PAYMENTS DURING INITIAL TERM OF LEASE

| TERMS OF LEASE | EFFECTIVE DATE OF LEASE | 1ST. PAYMENT DUE | AMOUNT OF EACH RENT PAYMENT | SECURITY DEPOSIT |
|----------------|-------------------------|------------------|-----------------------------|------------------|
| 36 months | 5/19/84 | 5/19/84 | \$ 139.30 | \$ -0- |
| NO. OF MONTHS | | | | |

SCHEDULE OF RENEWAL TERMS

139.30 payable annually in advance

SPECIAL TERMS AND CONDITIONS:

TERMS AND CONDITIONS OF LEASE

1. LEASE. LESSOR, hereby leases to the above-named lessee, hereinafter called "LESSEE", and LESSEE hereby leases and hires from LESSOR, the equipment, machinery and appurtenances described above, together with all replacement parts, additions and accessories now or hereinafter incorporated herein and/or affixed thereto, all of which hereinafter called the "Equipment", upon the terms and conditions herein set forth.

2. DISCLAIMER OF WARRANTIES. LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER REGARDING THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, THE MERCHANTABILITY OF THE EQUIPMENT, OR THE FITNESS OF THE EQUIPMENT FOR A PARTICULAR PURPOSE.

3. TERM. The term of this Lease shall commence upon the date the Equipment shall be delivered to the LESSEE and shall terminate upon the expiration of the number of units of time set forth above.

4. RENT. LESSEE shall pay LESSOR as rent, the payments specified for the calendar period indicated in advance in the office of LESSOR shown above, or as otherwise directed by LESSOR in writing. The first such rent payment shall be made on the commencement of the term of this Lease as provided in paragraph 3 hereof. Subsequent rental payments shall be due on the same day of subsequent calendar periods as the day on which the term of this Lease commences, unless said day is the last day of a calendar month in which case all payments shall be made on the last day of the subsequent calendar months.

5. SECURITY DEPOSIT. LESSEE has pledged and deposited with LESSOR the amount specified as security for LESSOR's prompt and full payment of rent, and for full and timely performance of this Lease. In the event LESSEE fails to pay any amount hereunder, LESSOR shall have the right, but shall not be obligated, to apply said security to the payment of such default. Any such application by LESSOR shall not be a defense to any action by LESSOR in any way connected with any such default. In any such event, LESSEE shall promptly remove the security deposit to its full amount as set forth. Upon the return of the Equipment to LESSOR at the termination of this Lease, and if all the obligations herein have been fully complied with and LESSEE shall not be in default, the remaining balance of the security deposit shall be refunded to the LESSEE, without any interest thereon.

6. ADJUSTMENTS IN RENT AND SECURITY DEPOSIT. The total cost shown for the Equipment is an estimate which is based on the amount of each rent payment and the security deposit. If the actual cost of the Equipment differs from said estimate, each such amount shall be adjusted proportionately. As used herein, "actual cost" means the cost to LESSOR of purchasing and delivering the Equipment to LESSEE, including taxes, transportation charges and other charges. LESSEE hereby authorizes LESSOR to adjust said amounts on the face hereof when the actual cost of the Equipment is known. Furthermore, LESSOR may also adjust the amount of each rent payment by adding thereon any sales tax or other tax that may be imposed on or measured by rent payments. The amounts payable hereunder to LESSOR shall include and reflect any such adjustments. However, if the actual cost of the Equipment differs from said estimated cost by more than ten per cent (10%) of said estimated cost, either party hereto may

terminate this Lease by giving written notice thereof to the other party hereto within fifteen (15) days after receiving notice of the actual cost and the adjusted amounts.

7. TAXES. LESSEE shall pay any and all taxes, assessments, license fees, registration fees and similar charges on or relating to the Equipment, including, without limitation, any and all sales taxes, use taxes, excise taxes, personal property taxes, assessments and other governmental fees and charges on or relating to the Equipment, including all such taxes, assessments, fees and charges upon LESSOR by reason of the ownership of the Equipment and all such taxes, assessments, fees and charges on the use, rental, shipment, transportation, delivery or operation of the Equipment, whether payable by LESSOR or LESSEE, excepting however, federal, state and local net income taxes.

8. INTEREST AND REIMBURSEMENT FOR ADVANCES. Time is of the essence of this Lease. Should LESSEE fail to pay any part of the rent hereunder or any other sum required by LESSEE to be paid to LESSOR after the due date hereof, LESSEE shall pay to LESSOR interest on such delinquent payment from the due date until paid at the rate of ten per cent (10%) per month or at the highest rate permitted under applicable law, whichever shall be less. Any advances made by LESSOR to discharge and pay any charges for which LESSEE is liable hereunder or any item or items damaged on the Equipment shall be deemed to be additional rent payable hereunder, and shall be payable by LESSEE to LESSOR immediately.

9. REMEDIES OF LESSOR UPON LESSEE'S DEFAULT. In the event that LESSEE fails to pay any rent or other amount hereunder provided within five (5) days after the same is due and payable, or in the event LESSEE fails to comply with any provision or condition of this Lease required to be complied with hereunder, or in the event LESSEE ceases doing business as a going concern, or in the event any proceeding is filed by or against LESSEE under the Bankruptcy Act as amended, or any law providing for relief of debtors, including, without limitation, reorganization, arrangement, liquidation, insolvency or liquidation proceedings, or in the event a receiver is appointed for LESSEE with authority to take possession or control of the Equipment or any portion thereof, or in the event LESSEE becomes or is adjudged insolvent or makes an assignment for the benefit of creditors, or in the event LESSEE offers a composition or extension of any of its indebtedness, or in the event of attachment or execution is levied on the Equipment or any portion thereof, and is not released or satisfied within five (5) days thereafter, or in the event LESSEE attempts to remove or sell or transfer or encumber or sublet or part with the possession of the Equipment, or if LESSOR deems itself insecure, then, in each and any such event, LESSOR or its agents shall have the right to exercise any one or more of the following remedies: (A) to proceed by appropriate court action or actions at law or in equity, to enforce performance by LESSEE of the applicable provisions of this lease; (B) to declare the entire amount of rent hereunder immediately due and payable without notice or demand to LESSEE; (C) to sue for and recover from the LESSEE an amount equal to the unpaid balance of the rent and any other payments due and to become due during the term of this Lease or with respect to any way related to the Equipment; (D) to terminate this Lease and/or LESSEE's rights of possession

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS LEASE.

IN WITNESS WHEREOF, and intending to be bound hereby, Lessee has caused this lease to be executed by a duly authorized person and Lessor has accepted this lease as set forth below.

DATE ACCEPTED: 6/8/84

DATE: May 22, 1984

BY: Timothy J. Hoffman VICE PRESIDENT
Title

NAME OF LESSEE: OSCAR A FARIAS, M.D.
Company Name
BY: Oscar A Farias, M.D.
Signature Title

BY: _____
Signature Title

CLERK'S NOTATION

Document submitted for record in a condition not permitting satisfactory photographic reproduction.

ORIGINAL SIGNATURE REQUIRED ON ALL COPIES

THIS IS A NON-CANCELLABLE LEASE

AFFIX CORPORATE SEAL AFTER SIGNING (If Lessee is a Corporation)

Mailed to Secured Party

FINANCING STATEMENT

COPY FOR FILING

- Not Subject to Recordation Tax (purchase money)
- Subject to Recordation Tax; Principal Amount is \$ _____
- To Be Recorded in Land Records of _____

Record in:

- SDAT
- Montgomery County
- Prince George's County
- Other _____

| NAME | Street | City | State |
|---|--------|------|-------|
| 1. Debtor(s) | | | |
| <u>Donald L. Robinson & Judith Robinson</u> | | | |
| <u>1822 Foxdale Court, Crofton, Md. 21114</u> | | | |

2. Secured Party: SUBURBAN BANK
~~6610 Reel Lodge Drive, Bethesda, MD 20817~~ 31-35 Light St.
 Attn: Loan Administration Balt., Md. 21202

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check one or more boxes as applicable:

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

RECORD FEE 12.00
 #23740 0040 801 715:38
 JUL 26 84

Title Owner of Real Estate: _____

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party: SUBURBAN BANK

Frances Boykins
 Name Frances Boykins
Retail Banking Officer

Debtor(s) or Assignor(s)

Donald L. Robinson
Judith Robinson

Type or Print Name and Title of Each Signatory

Mailed to Secured Party

E. AUBREY COLLISON
CLERK

1984 JUL 26 PM 3:52

RECEIVED FOR RECORD
 COUNTY CLERK
 MONTGOMERY COUNTY

Donald L. Robinson & Judith L. Robinson

BOOK 475 PAGE 320

SCHEDULE A

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

MAI/BASIC FOUR SYSTEM 610
Systems 610 CPU #23103 Type 4240
w/128K Memory
35 MB Drive #108506 4283
35 MB Drive #108505 4283
150 LPM Printer #PA101974
Freedom 100 VDT
35 MB Disks (3)

Donald Robinson
Judith Robinson

STATE OF MARYLAND

BOOK 475 PA. 321

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$0

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

252537

1. DEBTOR

Name Eastern Disposal, Inc.

Address 77 West Street, Suite 305 Annapolis, MD 21401

2. SECURED PARTY

Name Deutsche Credit Corporation

Address One Penn Center West Suite 202
Pittsburgh, PA 15276

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See schedule A attached hereto and made a part of this financing statement

RECORD FEE 11.00
#23742 0040 R01 T15-39
JUL 26 84

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1984 JUL 26 PM 3:52
E. AUBREY COLLISON
CLERK

CHECK THE LINES WHICH APPLY

Mailed to Secured Party

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

John M. [Signature]
(Signature of Debtor)
Eastern Disposal, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

NOT subject to Recordation tax

[Signature]
(Signature of Secured Party)
Deutsche Credit Corporation
Type or Print Above Signature on Above Line

11 -

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 249913

RECORDED IN LIBER 468 FOLIO 69 ON 11-21-83 (DATE)

1. DEBTOR

Name Ray Sears & Sons, Inc.
Address 2387 Rutland Road, Gambrills, Maryland 21054 (Anne Arundel)

2. SECURED PARTY

Name State Equipment, Div. Secorp National, Inc.
Address 1400 Joh Avenue, Baltimore, Maryland 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

| | |
|--|---|
| <p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) <u>Termination of Rental</u></p> |
| <p>ONE (1) Used Hyster Model C 441A Compactor SN 1603 (Rental)</p> | |

RECORD FEE 10.00
#23945 0040 R01 T15:43
JUL 26 84

E. AUBREY COLLISON
CLERK

1984 JUL 26 PM 3:52

RECEIVED FOR RECORD
CLERK COUNTY



Dated June 20, 1984

State Eq., Div. Secorp National, Inc.

Joan M. Pressimone
(Signature of Secured Party)

Joan M. Pressimone, Br. Sec.
Type or Print Above Name on Above Line

10 - 56

Mailed to Secured Party

AA

BOOK 475 PAGE 323

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-9

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 225085

RECORDED IN LIBER 402 FOLIO 333 ON May 16, 1979 (DATE)

1. DEBTOR

Name George M. King, T/A George M. King, Contractor
Address Severn Chapel Rd., Millersville, MD 21108

2. SECURED PARTY

Name General Electric Credit Corporation
Address 10227 Wincopin Circle #111
Columbia, MD 21044

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

| | |
|--|---|
| <p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other: <u>termination</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p> |
| <p>One (1) Raygo Model 400A Vibratory Roller S/N 01-J-1390 WITH ALL ATTACHMENTS AND ACCESSORIES</p> | |

RECORD FEE 10.00
#23967 C040 R01 T08:57
JUL 27 84



Dated June 4, 1984

GENERAL ELECTRIC CREDIT CORPORATION

Linda A. York
(Signature of Secured Party)

Linda A. York

Type or Print Above Name on Above Line

Acct. #311084

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 JUL 27 AM 8:57

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

16.00

STATE OF MARYLAND

BOOK 415 PAGE 324

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

200000

Name BOLYN, INC.

Address 801 Holly Drive East Annapolis, Maryland 21401

2. SECURED PARTY

Name Vipond Brothers A Myers Industries Company

Address 1243 Roosevelt Avenue York, PA 17404

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 Rotary SP-84 Surface Mounted Lift
- 1 Ammco 660 Tire Changer
- 4 TJ-20 Air Jacks

RECORD FEE 11.00
 POSTAGE .50
 #64259 0237 R02 108153
 JUL 27 84

E. AUBREY COLLISON
CLERK

1984 JUL 27 AM 9:24

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

3

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Linda A. Schuerman
(Signature of Debtor)

LYNDA A. SCHUERMAN
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

David Miller Mgr
(Signature of Secured Party)

David Miller Manager
Type or Print Above Signature on Above Line

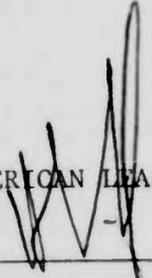
1150

EQUIPMENT LIST

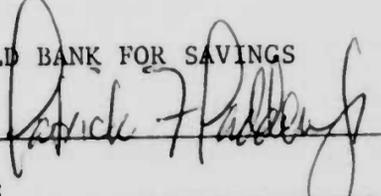
BOOK 475 PAGE 326

| <u>QUANTITY</u> | <u>DESCRIPTION</u> |
|-----------------|--|
| 1 | FM5200 ISP Communications Driver |
| 1 | FM5205 ISP PLU File Display/Change |
| 1 | FM5000 Hardware System |
| 1 | FM5005 FM Terminal |
| 8 | 0255-G029-0000 1255 Mlr. Term. Package Group |
| 1 | 0255-K302-0000 Keyboard overlay |
| 2 | 0956-0001-0000 656 Disc Pack |
| 1 | 1008-A010-0000 DAA, Direct Access Arrangement |
| 1 | 1206-C001-0046 Cable; Asyn Adp or MCCA to ter |
| 7 | 1224-C001-0040 Cable; 13 ft. I/F |
| 7 | 1255-P0004-0000 Peripheral Interface |
| 1 | 1401-C067-0152 Cable; asyn adapter to fst mod |
| 1 | 2552-K100-0000 Terminal Switcher |
| 7 | 2554-0101-0000 Customer Display |
| 1 | 6080-K113-0000 Adapter; syn message level |
| 1 | 6080-K115-0000 Synchronous Modem |
| 1 | 6081-K250-0000 MCCA Multi Channel Comm Adapt |
| 1 | 6442-K210-0000 Paper; Basket Option |
| 1 | 6442-K270-0000 Paper Guide Option |
| 7 | 7820-1255-0000 UPC Scanner |
| 1 | 8258-G255-0000 Dual Proc. 2552 Checkout |
| 1 | 9100-1255-0000 SW; Program Construction Single |
| 1 | 9152-2552-0000 F.E. Programming |
| 1 | 9155-1256-0000 SW: Program Construction dual |
| 7 | G2M2-0103-0000 SW: Scanner Software |
| 1 | G2M2-0203-0000 SW: P2P Application |
| 1 | G2M2-1103-0000 SW: Disk Front End Appl. |
| 7 | 1-43-12-09 Style II OTC Counters |

TRANS-AMERICAN LEASING CORPORATION

BY: TITLE: Howard D. Siegel, Pres.

NEWORLD BANK FOR SAVINGS

BY: TITLE: Patrick F. Padden, Jr.
Assistant V.P.

83008

BOOK 475 PAGE 327

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

June 4, 1984

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 249946 in Office of L. BARRINGER, AA Co Mo. (County and State)

Debtor or Debtors (name and Address):
Liber 452 PAGE 469

MARIA E. BLAIR
314 Highland Drive Apt. 203
Baltimore MD 21061

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

By: A. A. [Signature]
Secured Party
HOUSEHOLD FINANCE CORPORATION
AND SUBSIDIARY COMPANIES
1000 PATRIOTIC HWY.
Its Branch Office Manager GLEN BURNIE, MD. 21061

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1984 JUL 27 AM 9:24
E. AUBREY COLLISON
CLERK

RECORD FEE 10.00
POSTAGE 50
94482 027 IN2 100-56
JUL 27 84

Mailed to Secured Party
Form 91 MD (3-79)



1052

828648

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

June 16, 1984

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 828648 in Office of Wassinger AA Co. Md. (County and State)

Debtor or Debtors (name and Address):
Yvelon Wright Jr.
MARY Q. WRIGHT
538 WENE ROAD
GREEN BURNIE, MD. 21061



RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1984 JUL 27 AM 9:24
E. AUBREY COLLISON
CLERK

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

HOUSEHOLD FINANCE CORPORATION
AND SUBSIDIARY COMPANIES
7322 WOODBINE ROAD
GREEN BURNIE, MD. 21061

By D.A. Rivera
Secured Party
Its Branch Office Manager

RECORD FEE 10.00
POSTAGE .50
#64264 0207 602 108:59
JUL 27 84

Mailed to Secured Party

165

851281

RDYK 475 PAGE 329

STATEMENT OF TERMINATION OF FINANCING

(Pursuant to Uniform Commercial Code)

June 6, 1984

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 243099 in Office of L. J. Mow (Filing Officer) AA Co. Md. (County and State)

Debtor or Debtors (name and address): New 452 Power 431 Richard A. Nobilek Barbara K. Nobilek 905 Baltimore Ave SW Glen Burnie Md. 21061

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

HOUSFIELD FINANCE CORPORATION

AND SUBSIDIARY COMPANIES

1001 HUNTER HNY.

GLEN BURNIE, MD. 21061

By D.A. Pomer Its Branch Office Manager

RECEIVED FEE 10.00 POSTAGE .50 #64265 0237 R02 708:59 JUL 27 84

Handwritten mark resembling a stylized 'L' or signature.

Form 91 MD (3-79)

RECEIVED FOR RECORD CIRCUIT COURT, A.A. COUNTY 1984 JUL 27 AM 9:24 E. AUBREY COLLISON CLERK

CR CLERK stamp

Mailed to Secured Party

1052

841061

BOTH 475 PAGE 330

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

June 10, 1984

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 2411311 in Office of BARRINGER AA Co. Md. (County and State)
(Filing Officer)

Debtor of Debtors (name and Address):
Robert H. Wright
MARACIA A. WRIGHT
5411 CONIFER DRIVE
COVINGTON MD. 21031

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

HOUSEHOLD FINANCE CORPORATION
A subsidiary of
AMERICAN SAVINGS COMPANIES
7502 BELTWAY HWY.
GLEN BEARIE, MD. 21061

By A.H. Rosen Secured Party
Its Branch Office Manager

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1984 JUL 27 AM 9:24
E. AUBREY COLLISON
CLERK

Form 91 440 (3-79)

Mailed to Secured Party

RECORD FEE 10.00
POSTAGE .50
#64266 0237 002 109101
JUL 27 84

1050

FINANCING STATEMENT

COPY FOR FILING

Record in:

- Not Subject to Recordation Tax (**Purchase Money**)
- Subject to Recordation Tax: Principal
Amount is \$ _____
- To Be Recorded in Land Records of _____

- SDAT
- Montgomery County
- Prince George's County
- Other _____

| NAME | Street | City | State |
|--------------|--------|------|-------|
| 1. Debtor(s) | | | |

M & V Construction Corporation Box J Bowie, Maryland 20715

Actual Address: 7 Village Green, Crofton, Maryland 21114

| | |
|-------------------|--|
| 2. Secured Party: | SUBURBAN BANK 6610 Rockledge Drive, Bethesda, MD 20817 Attn: Loan Administration |
|-------------------|--|

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

check one or more boxes as applicable:

All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.

Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.

Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.

Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.

Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

RECORD FEE 11.00
 POSTAGE .50
 464267 0237 R02 T09:02
 JUL 27 84

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Debtor(s) or Assignor(s)

Secured Party: SUBURBAN BANK

M & V Construction Corporation

By: F. S. Wehmiller

By: Patrick M. Ryan
Patrick M. Ryan, President

Type Name **F. S. Wehmiller**

Title **Retail Banking Officer/ Manager**

Type or Print Name and Title of Each Signature

Mailed to Secured Party

115

1984 JUL 27 AM 9:25
 RECEIVED FOR RECORD
 CIRCUIT COURT, N.A. COUNTY
 E. AUDREY COLLISON
 CLERK

Schedule A

BOOK 475 PAGE 332

Debtor: M & V Construction Corporation
Box J
Bowie, Maryland 20715

Secured Party: Suburban Bank
6610 Rockledge Drive
Bethesda, Maryland 20817

Collateral: Prime Mover Model L-1200 Serial #210072
Prime Mover Model L-1200 Serial #210073

STATE OF MARYLAND

BOOK 475 PAGE 333

R

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated MAY 17, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JOHN E. SINGMASTER AND JACQUELINE SINGMASTER
Address 2712 MAIN ST. EDGEWATER, MD, 21037

2. SECURED PARTY

Name NIRVEST FINANCIAL LEASING INC
Address 2020 D WEST ST
ANNAPOLIS, MD, 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

This financing statement covers the following types (or items) of property: (list)

1 Color Television, 1 Stereo, 1 Singer Sewing Machine, 1 Vacuum Cleaner,
1 Air Conditioner, 1 Living Room Set, 1 Bedroom Set, 1 Dining Room Set

1984 JUL 27 AM 9:25
E. AUBREY COLLISON
CLERK

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

30

RECORD FEE 12.00
POSTAGE .50
#64868 0237 R02 109:03
JUL 27 84

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

John E. Singmaster
(Signature of Debtor)

JOHN E SINGMASTER
Type or Print Above Name on Above Line

Jacqueline M. Singmaster
(Signature of Debtor)

JACQUELINE M SINGMASTER

Type or Print Above Signature on Above Line

Glenn F. Focht
(Signature of Secured Party)

GLENN F FOCHT

Type or Print Above Signature on Above Line

1250

STATE OF MARYLAND

BOOK 475 PAGE 334

R

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated MAY 3, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

282533

1. DEBTOR

Name CARROLL D. TRUETT AND JAMES TRUETT
Address 18 STEELE AVE, ANNAPOLIS, MD, 21401

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING INC
Address 2020 D WEST ST
ANNAPOLIS, MD, 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) MAY 3, 1987

4. This financing statement covers the following types (or items) of property: (list)

3 Televisions, 1 Stree, 1 Washer, 1 Dryer, 1 Dishwasher, 1 Microwave Oven, 1 Refrigerator, 1 Freezer, 1 Stove, 1 Vacuum Cleaner, 1 Piano, 1 Living Room Set, 1 Bedroom Set, 1 Dining Room Set

E. AUBREY COLLISON
CLERK

1984 JUL 27 AM 9:25

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

CO

RECORD FEE 12.00
POSTAGE .50
464269 C237 R02 109:03
JUL 27 84

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Carrol D. Truett
(Signature of Debtor)

CARROL D TRUETT

Type or Print Above Name on Above Line

James W Truett
(Signature of Debtor)

JAMES W TRUETT

Type or Print Above Signature on Above Line

Douglas M Smith
(Signature of Secured Party)

DOUGLAS M SMITH

Type or Print Above Signature on Above Line

Mailed to Secured Party

125

STATE OF MARYLAND

BOOK 475 PAGE 335

R

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated APRIL 13, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

252004

Name JAMES D BARTON AND BETTY BARTON

Address 306 WINDLEAF CT, GLEN BURNE, MD, 21061

2. SECURED PARTY

Name NRVEST FINANCIAL LEASING INC

Address 2020 D WEST ST

ANNAPOLIS, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) APRIL 13, 1987

4. This financing statement covers the following types (or items) of property: (list)

- 2 Color Televisions, 2 Black and White Television, 1 Kenmore Washer,
- 1 Dryer, 1 General Electric Dishwasher, 1 Whirlpool Refrigerator,
- 1 Stove, 1 Singer Sewing Machine, 1 Vacuum Cleaner, 1 Living Room Set,
- 1 Bedroom Set, 1 Dining Room Set

E. AUBREY COLLISON
CLERK

1984 JUL 27 AM 9:25

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

RECORD FEE 12.00
POSTAGE .50
464270 C237 R02 109:04
JUL 27 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

James D Barton

(Signature of Debtor)

JAMES D BARTON

Type or Print Above Name on Above Line

Betty Barton

(Signature of Debtor)

BETTY BARTON

Type or Print Above Signature on Above Line

Glenn F Foelt

(Signature of Secured Party)

GLENN F FOELT

Type or Print Above Signature on Above Line

Mailed to Secured Party

1250

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 475 PAGE 336
 Identifying File No. _____ R

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated APRIL 11, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 250000

1. DEBTOR

Name WILLIAM J SMITH SR AND LINDA SMITH
 Address 505 GIDDINGS AVE, ANNAPOLIS, MD, 21401

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING INC
 Address 2020 D WEST ST
 ANNAPOLIS, MD, 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

Maturity date of obligation (if any) _____

This financing statement covers the following types (or items) of property: (list)
 2 Color Television, 1 Stereo, 1 Washer, 1 Vacuum Cleaner, 1 Air Conditioner,
 1 Living Room Set, 1 Bedroom Set, 1 Dining Room Set

RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY
 1984 JUL 27 AM 9:25
 E. AUBREY COLLISON
 CLERK

CP

RECORD FEE 12.00
 POSTAGE .50
 #64271 0237 R02 109:04
 JUL 27 84

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Mailed to Secured Party

William J Smith Sr.
 (Signature of Debtor)
 WILLIAM J SMITH SR

Type or Print Above Name on Above Line
Linda L Smith
 (Signature of Debtor)

LINDA L SMITH
 Type or Print Above Signature on Above Line

Douglas M Smith
 (Signature of Secured Party)

DOUGLAS M SMITH
 Type or Print Above Signature on Above Line

125

BOOK 475 PAGE 337

TERMINATION STATEMENT

book 372 page 1253

Identifying File No. 113447-8

FILING OFFICER: Please mail this Termination Statement to the Secured Party at its address.

ACCOUNT NUMBER 113447-8

DEBTORS (Names and Residence Address)

GRAULICH KEVIN & SANDRA
2507 SIDNEY AVE
Balto Md 21230

SECURED PARTY (Name and Address)

BLAZER FINANCIAL SERVICES INC
7479 Balto Annap Blvd
Glen Burnie Md 21061

RECORD FEE 10.00
POSTAGE .50
964279 0237 R02 109:11
JUL 27 94

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies the Secured Party no longer claims a security interest under the financing Statement bearing the file number shown above.

Secured Party BLAZER FINANCIAL SERVICES INC

White Title CLERK Dated May 8, 19 84

0227 20 Maryland 2 6C WHITE

E. AUBREY COLLISON
CLERK

1984 JUL 27 AM 9:26

RECEIVED
CIRCUIT COURT
BALTIMORE
M.D.

BL
CLERK

Mailed to Secured Party

105

252036

BOOK 475 PAGE 338

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

| | |
|---|---|
| No. of Additional Sheets Presented | 13301512-1 |
| 3. <input type="checkbox"/> The Debtor is a transmitting utility | |
| 1. Debtor(s) (Last Name First and Address(es)) MARY JANE CLOSE DAVID L. CLOSE A-1 PATUXENT MOBILE ESTATE LOTHIAN, MD 20711 MD | 2. Secured Party(ies) Name(s) and Address(es) MARYLAND MOBILE HOME SALES, INC 6312 RITCHIE HIGHWAY GLEN BURNIE, MD 21061 |
| 4. For Filing Officer: Date, Time, No. - Filing Office | |
| 5. This Financing Statement covers the following types (or items) of property: 1984 NASHUA Serial # 13748 24 X 60 & ALL APPLIANCES, HOUSEHOLD FURNISHINGS, EQPMT, WHEELS, AXELS, ACCESSORIES, AND PARTS INCLUDED ON INVOICE, AND ALL CONTRACT RIGHTS PERTAINING TO ORIGINAL INSTALLMENT SALES CONTRACT. | |
| 6. Assignee(s) of Secured Party and Address(es) GREEN TREE ACCEPTANCE INC. P O BOX R UNIONTOWN, PA 15401 | |
| 7. <input type="checkbox"/> The described crops are growing or to be grown on: <input type="checkbox"/> The described goods are or are to be affixed to: <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on: * (Describe Real Estate in Item 8.) 12.00 | |
| 8. Describe Real Estate Here. <input type="checkbox"/> This statement is to be indexed in the Real Estate Records. | 9. Name of a Record Owner MISTAKE 44283 0237 502 709-14 JUL 27 84 |
| NOT SUBJECT TO RECORDATION TAX | |
| No. & Street | Town or City |
| 10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box): <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or already subject to a security interest in another jurisdiction: MARY JANE CLOSE has brought into this State, or when the Debtor's location was changed to this State. | |
| 11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s). | |
| By <u>Mary Jane Close</u> DAVID L. CLOSE 170341374 Signature(s) of Debtor(s) | By <u>Carol A. Kury, Supervisor</u> GREEN TREE ACCEPTANCE INC. Signature(s) of Secured Party(ies) (Required only if Item 10 is checked.) |

3/83

(1) FILING OFFICER COPY - NUMERICAL

STANDARD FORM - FORM UCC-1 - Approved by the Secretary of the Commonwealth of Pa.

RECEIVED FOR RECORD
CIRCUIT COURT, BAL. COUNTY
1984 JUL 27 AM 9:26
E. AUBREY COLLISON
CLERK

CD

1250

AMENDMENT OF FINANCING STATEMENT

This Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

| | |
|---|---|
| <p>1. DEBTOR and Address (Last Name First)</p> <p>OPTIC GRAPHICS, INC. 101 Dover Road Glen Burnie, Maryland 21061</p> | <p>2. SECURED PARTY and Address</p> <p>THE PHILADELPHIA NATIONAL BANK The World Trade Center Suite 1332 Baltimore, Maryland 21202</p> |
| <p>3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)</p> | <p>4. RETURN TO:</p> <p>WEINBERG AND GREEN (JCK) 100 South Charles Street Baltimore, Maryland 21201</p> <p>Mailed to: _____</p> |

5. THIS AMENDMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 249915 Date November 21, 1983
Record Reference Liber 468, page 71

6. Item No. 4 of the above described Original Financing Statement between the foregoing Debtor and Secured Party is hereby amended to read as follows:

This transaction is not exempt from the recordation tax. (Md.)

Principal amount of debt initially incurred is \$2,341,800.00 (\$1,506,800.00 of which is exempt from tax on account of tax paid in the amount of \$3,804.50 in connection with a financing statement filed November 21, 1983 in the Land Records of Anne Arundel County in Book 3663, page 823 and \$483,112.37 of which is exempt from tax per attached Recordation Tax Calculation).

RECORD FEE 10.00
RECORD TAX 2460.50
POSTAGE .50
#64315 0237 R02 110:03
JUL 27 84

E. AUBREY COLLISON
CLERK

1984 JUL 27 AM 10:18

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY



Dated this 14 day of June, 19 84

DEBTOR:

OPTIC GRAPHICS, INC.

By: Frederick W. Moore
Frederick W. Moore (Title)
Financial Vice President

SECURED PARTY:

THE PHILADELPHIA NATIONAL BANK

By: Anne B. Bullock
Anne B. Bullock (Title)
Assistant Vice President

UCC-5

Mailed to Secured Party

1050
2460 50

Recordation Tax Calculation

Value of inventory,
accounts, other exempt
property \$ 3,398,857.60

Total value of all
collateral \$ 5,874,504.40

x \$835,000.00 = \$ 483,112.37

Amount not exempt from tax = \$ 351,887.63

Tax = \$ 2,460.50

OPTIC GRAPHICS, INC.

Date: 6-14, 1984

By: Frederick W. Moore
Frederick W. Moore, Financial
Vice President

BOOK 475 PAGE 343

250000

MARYLAND FINANCING STATEMENT Identifying File No. _____

(1) To be recorded in Land Records Yes No

(2) DEBTOR(S): NICHOLSON, OSCAR T. JR.
(Last name(s) first)

(3) MAILING ADDRESS: 509 MELBOURNE AVE. FAIRHAIEN, MD 20754

(4) SECURED PARTY: SOUTHERN STATES COOP

(5) ADDRESS: 15610 MARLBORW PIKE, UPPER MARLBORW MD 20772

(6) MAIL TO: 15610 MARLBORW PIKE, UPPER MARLBORW, MD 20772

(7) TYPES OR ITEMS OF PROPERTY COVERED:

| Description of Property | Serial or Identifying No. |
|---|---------------------------|
| 11 HP 36" GARDEN TRACTOR MODEL # 4111-43 | 4-3901617 3053 |

RECORD FEE 11.00
POSTAGE .50
M26330 0345 R02 110:36
JUL 27 84

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CIRCUIT COURT, ANN. COUNTY
1984 JUL 27 AM 10:36
E. AUBREY COLLISON
CLERK

(8) Description of Real Estate: _____

(9) Check if covered. After-acquired property of the above types is covered.

(10) Check if covered. Proceeds of above collateral are covered.

(11) Check if covered. Products of the above collateral are covered.

(12) If subject to recordation tax, amount of debt initially covered is \$ _____.

SOUTHERN STATES COOP (Secured Party) Oscar T. Nicholson Jr. (Debtor)

By Mary R. Phipps By Oscar T. Nicholson Jr.

MARY R. PHIPPS OSCAR T. NICHOLSON JR.
PRINT NAME BELOW SIGNATURE

Mailed to Secured Party

11/50

BOOK 475 PAGE 344

253300

#A7933 A.A. Co.

FINANCING STATEMENT

| | |
|---|---|
| NAME AND ADDRESS OF DEBTOR(S) Malcolm Harrison Beryl Harrison 8 Ivy Lane Glen Burnie, Maryland 21061 | SECURED PARTY: C.I.T. FINANCIAL SERVICES, INC. ADDRESS: 7310 Ritchie Hwy, Suite 203 P.O. Box 250 Glen Burnie, Maryland 21061 |
|---|---|

This FINANCING STATEMENT, presented for filing pursuant to the Uniform Commercial Code, covers the following types (or items) of property:

- Check proper box
- All of the household goods now or hereafter located at Debtor's address shown above.
 - Motor Vehicles.
 - Other (describe).

FOR FILING OFFICER (Date, Time, Number, and Filing Office)

RECORD FEE 12.00
 RECORD TAX 17.50
 POSTAGE .50
 403978 1345 R01 T10:46
 JUL 27 84

The underlying secured transaction being publicized by this financing statement is subject to the recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. The amount of initial principal debt is \$2638.10.

SECURED PARTY:
C.I.T. FINANCIAL SERVICES, INC.

DEBTORS:

By: [Signature]
(Authorized Agent)

[Signature]
Malcolm Harrison

[Signature]
Mrs Beryl O. Harrison
Beryl Harrison

Filing Officer is requested to note file number, date and hour of filing and return to Secured Party.



89-802 B (3-73) MARYLAND

\$30.00

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 JUL 27 AM 11:29

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

12.00
17.50
50

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. ID #240210 Dated 10/28/81
Record Reference Liber 443 page 252

2. DEBTOR is:

Name: Hayward Baker Co. (Last Name First)
Address: 1875 Mayfield Road, Odenton, MD 21113

RECORD FEE 10.00
POSTAGE .50
JUL 27 84

3. SECURED PARTY is:

Name: Union Trust Co. of Maryland
Address: P.O. Box 1077, Balto., MD 21203

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO: UNION TRUST COMPANY OF MARYLAND
BALTIMORE AND ST. PAUL STREETS, BALTIMORE, MARYLAND 21203

SECURED PARTY:

Union Trust Co. of Maryland

Date: 6/5/84

By: Gilbert F. Kennedy III
(Title) Commissioner of Finance Officer

012-1721-0037

RETURN TO:

INFOSEARCH, INC.
P.O. Box 1110
Albany, NY 12201



RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 JUL 27 AM 11:29

E. AUBREY COLLISON
CLERK

10.00

1-403992

A.A. County

BOOK 475 PAGE 348

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. ID #243325 Dated 7/16/82
Record Reference Liber 451 page 415

2. DEBTOR is:

Name: Hayward Baker Co. (Last Name First)
Address: 1875 Mayfield Road, Odenton, MD 21113

RECORD FEE 10.00
POSTAGE .50
JUL 27 84

3. SECURED PARTY is:

Name: Union Trust Co. of Maryland
Address: P.O. Box 1077, Balto., MD 21203

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO: UNION TRUST COMPANY OF MARYLAND
BALTIMORE AND ST. PAUL STREETS, BALTIMORE, MARYLAND 21203

SECURED PARTY:

Date: 7/15/84 By: Gilbert F. Kennedy III (Title)
COMMERCIAL FINANCE OFFICER

012-1721-0037

RETURN TO:

INFOSEARCH, INC.
P.O. Box 1110
Albany, NY 12201

Mailed to:

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 JUL 27 AM 11:29

E. AUBREY COLLISON
CLERK



F-4103992

10.00

A.A. County

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. ID #248292 Dated 7/26/83
Record Reference Liber 464 page 85 to 86

2. DEBTOR is:

Name: Hayward Baker Co.
(Last Name First)
Address: 1875 Mayfield Road, Odenton, MD 21113

RECORD FEE 10.00
POSTAGE .50
H23182 1345 R01 710:48
JUL 27 84

3. SECURED PARTY is:

Name: Union Trust Co. of Maryland
Address: P.O. Box 1077, Balto., MD 21203

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO: UNION TRUST COMPANY OF MARYLAND
BALTIMORE AND ST. PAUL STREETS, BALTIMORE, MARYLAND 21203

SECURED PARTY:

Union Trust Co. of Maryland

Date: 7/26/83 By: Gilbert F. Kennedy III
Commercial Finance Officer (Title)

012-1721-0037

RETURN TO:

INFOSEARCH, INC.
P.O. Box 1110
Albany, NY 12201

Mailed to:

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 JUL 27 AM 11:29

E. AUBREY COLLISON
CLERK



F403992

10 3

BOOK 475 PAGE 348

A.A. County

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. ID #237376 Dated 4/9/81
Record Reference Liber 436 page 185

RECORD FEE 10.00
POSTAGE .50
#237376 0345 #01 11:49
JUL 27 84

2. DEBTOR is:

Name: Hayward Baker Co.
(Last Name First)
1875 Mayfield Road, Odenton, MD 21113
Address:

3. SECURED PARTY is:

Name: Union Trust Co. of Maryland
Address: P.O. Box 1077, Balto., MD 21203

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO: UNION TRUST COMPANY OF MARYLAND
BALTIMORE AND ST. PAUL STREETS, BALTIMORE, MARYLAND 21203

SECURED PARTY:

Union Trust Co. of Maryland

Date: 6/5, 1984

By: *G. F. Kennedy III*
Commercial Finance Officer
G. F. KENNEDY III

012-1781-0837



RETURN TO:
INFOSEARCH, INC.
P.O. Box 1110
Albany, NY 12201

MARCH 10.

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 JUL 27 AM 11:29

E. AUBREY COLLISON
CLERK

F-103992

108 R

A.A. County

BOOK 475 PAGE 349

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. ID #241409 Dated 2/9/82
Record Reference Liber 446 page 415

2. DEBTOR is:

Name: Hayward Baker Co.
(Last Name First)
Address: 1875 Mayfield Road, Odenton MD 21113

RECORD FEE 10.00
POSTAGE .50
M27824 0345 801 110:49
JUL 27 84

3. SECURED PARTY is:

Name: Union Trust Co. of Maryland
Address: P.O. Box 1077, Balto., MD 21203

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO: UNION TRUST COMPANY OF MARYLAND
BALTIMORE AND ST. PAUL STREETS, BALTIMORE, MARYLAND 21203

SECURED PARTY:

Union Trust Co. of Maryland

Date: 6/5/84

By: Gilbert F. Kennedy III
(Title)
Commercial Finance Officer

012-1721-0237

RETURN TO:

INFOSEARCH, INC.
P.O. Box 1110
Albany, NY 12201

mailed to:



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CIRCUIT COURT, A.A. COUNTY

1984 JUL 27 AM 11:30

E. AUBREY COLLISON
CLERK

10.00

F403992

A.A. County

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. ID#229451 Dated 11/15/79
Record Reference Liber 418 page 366

2. DEBTOR is:

Name: Hayward Baker Co.
(Last Name First)
Address: 1875 Mayfield Road, Odenton, MD 21113

RECORD FEE 10.00
POSTAGE .50
#23985 0345 R01 T10:49
JUL 27 84

3. SECURED PARTY is:

Name: Union Trust Co. of Maryland
Address: P.O. Box 1077, Balto., MD 21203

403992

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO: UNION TRUST COMPANY OF MARYLAND
BALTIMORE AND ST. PAUL STREETS, BALTIMORE, MARYLAND 21203

SECURED PARTY:

Union Trust Co. of Maryland

Date: 6/5, 19 84 By: Gilbert F. Kennedy III
(Title)
Commercial Finance
Officer

012-1721-0037



RETURN TO:

INFOSEARCH, INC.
P.O. Box 1110
Albany, NY 12201

Mailed to:

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 JUL 27 AM 11:30

E. AUBREY COLLISON
CLERK

10.00

TERMINATION STATEMENT

A.A. County

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. ID #230009 Dated 12/11/79
Record Reference Liber 419 page 377

2. DEBTOR is:

Name: Hayward Baker Co.
(Last Name First)
Address: 1875 Mayfield Road, Odenton MD 21113

RECORD FEE 10.00
POSTAGE .50
#23786 0343 R01 T10:50
JUL 27 84

3. SECURED PARTY is:

Name: Union Trust Co. of Maryland
Address: P.O. Box 1077, Balto., MD 21203

F-403992

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO: UNION TRUST COMPANY OF MARYLAND
BALTIMORE AND ST. PAUL STREETS, BALTIMORE, MARYLAND 21203

SECURED PARTY:

Union Trust Co. of Maryland

Date: 6/5, 19 84 By: Gilbert F. Kennedy III
Commercial Finance Officer (Title)

012-1721-0027

RETURN TO:

INFOSEARCH, INC.
P.O. Box 1110
Albany, NY 12201



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CIRCUIT COURT, A.A. COUNTY

1984 JUL 27 AM 11:30

E. AUBREY COLLISON
CLERK

10.00 50

A.A. County

BOOK 475 PAGE 352

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. ID #232168 Dated 4/16/80
Record Reference Liber 424 page 323

2. DEBTOR is:

Name: Hayward Baker Co.
(Last Name First)
Address: 1875 Mayfield Road, Odenton, MD 21113

RECORD FEE 10.00
POSTAGE .50

RECORDED 0345 R01 710:50
JUL 27 84

3. SECURED PARTY is:

Name: Union Trust Co. of Maryland
Address: P.O. Box 1027, Balto., MD 21203

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO: UNION TRUST COMPANY OF MARYLAND
BALTIMORE AND ST. PAUL STREETS, BALTIMORE, MARYLAND 21203

SECURED PARTY:

Union Trust Co. of Maryland

Date: 4/5, 1984 By: Gilbert F. Kennedy III
Commercial Finance Officer (Title)

012-1721-0837

RETURN TO:

INFOSEARCH, INC.
P.O. Box 1110
Albany, NY 12201



RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 JUL 27 AM 11:30

E. AUBREY COLLISON
CLERK

16.00

F-403992

A.A. County

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. ID #242650 Dated 5/21/82
Record Reference Liber 450 page 61 to 62

RECORD FEE 10.00
POSTAGE .50
#23988 0345 R01 110:50
JUL 27 84

2. DEBTOR is:

Name: Hayward Baker Co.
(Last Name First)
1875 Mayfield Road, Odenton, MD 21113
Address:

3. SECURED PARTY is:

Name: Union Trust Co. of Maryland
Address: P.O. Box 1077, Balto., MD 21203

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO: UNION TRUST COMPANY OF MARYLAND
BALTIMORE AND ST. PAUL STREETS, BALTIMORE, MARYLAND 21203

SECURED PARTY:

Union Trust Co. of Maryland

Date: 6/5, 1984 By: Gilbert F. Kennedy III
Commercial Finance Officer

012-1721-0037

K403992



RETURN TO:

INFOSEARCH, INC.

P.O. Box 1110

Albany, NY 12201

MAILED TO: RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 JUL 27 AM 11:30

E. AUBREY COLLISON
CLERK

10.00

MARYLAND FINANCING STATEMENT

252002

(xx) Not Subject to Recordation Tax
() Recordation Tax of \$_____ on
Principal Amount of \$_____ is
enclosed/has been paid (strike
inapplicable phrase).

For Filing Officer
File No.:
Record Reference:
Date & Hour of Filing

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE L. J. B, Inc.
P. O. Box 74
(Name or Names) Glen Burnie, Md. 21061
(Address)

LESSEE _____
(Name or Names)

(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Baltimore Federal Financial, F.S.A.
of LESSOR _____
(Name or Names)
P.O. Box 116, Baltimore, Maryland 21203
(Address)

RECORDATION FEE 11.00
POSTAGE .50
JUL 27 84

4. This financing Statement covers the following types (or items) of property:
1 - IBM Model A416D System Unit 64KW, 1 - IBM Model C432U Controller INF.8, 2
Model F220U, 320KB Disk Drives, 3 - Chips, 1 - Monochrome Monitor Model E200D
Model A83 Printer

Serial Nos.: CPU- 0903073, Monitor- 0263168, Printer- 38-210926

RECEIVED FOR RECORDATION
CIRCUIT COURT...
1984 JUL 27 AM 11:31
E. AUBREY COLLISON
CLERK

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE
L. J. B., Inc.
By: Mary L. Reese
(Title)
Mary L. Reese
(Type or print name of person signing)
By: _____
(Title)

(Type or print name of person signing)

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: Gordon T. Hill Pres.
(Title)
Gordon T. Hill
(Type or print name of person signing)
Return to: Baltimore Federal Savings & Loan
P. O. Box 116
Baltimore, MD 21202
Attn: Jack Stamerro

118

BOOK 475 PAGE 355

252253

UNIFORM COMMERCIAL CODE — FINANCING STATEMENT CHANGE
APPROVED FOR USE IN NORTH CAROLINA AND THE FOLLOWING STATES:

UCC-3

| | | | | | |
|-------------|----------|---------------|---------------|----------------|----------------------|
| Alabama | Delaware | Kentucky | Montana | Oklahoma | Wyoming |
| Alaska | Florida | Maine | New Hampshire | South Carolina | District of Columbia |
| Arkansas | Hawaii | Maryland | New Jersey | Tennessee | |
| Arizona | Idaho | Massachusetts | New Mexico | Vermont | |
| Colorado | Indiana | Mississippi | North Dakota | Virginia | |
| Connecticut | Kansas | Missouri | Ohio | West Virginia | |

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

Additional Sheets Presented:

| | |
|--|---|
| 1. Debtor(s) (Last Name First) and Address(es): United Seafoods & Produce Co., Inc. Maryland Whls. Produce Mkt. Units 1 & 3 Jessup, MD 20794 | 2. Secured Party(ies) Name(s) And Address(es): Commercial Credit Business Loans, Inc. P.O. Box 1677 Baltimore, MD 21203 |
|--|---|

3. (a) This statement refers to original Financing Statement bearing File No. 213151
 Filed with Clerk of Court of * Date Filed 10/27/82 19
 (b) If the original Financing Statement has previously been continued list the Filing No. of the last continuation filled.
 (c) If the original filing was a fixture filing or covered timber or accounts subject to G.S. 25-9-103, (5) mark this block *of Anne Arundel Co., MD

For Filing Officer

RECORD FEE 11.00
 POSTAGE
 423775 0345 001 70457
 JUL 27 84

- 4. Continuation. The original financing statement between the foregoing debtor and secured party, bearing the number shown above is still effective.
- 5. Termination. Secured Party no longer claims a security interest under the financing statement bearing file number shown above. (A termination statement signed by a person other than the secured party of record must include or be accompanied by the assignment or a statement by the secured party of record that he has assigned interest to the signer of the termination statement.)
- 6. Assignment. The secured party's rights under the financing statement bearing file number shown above to the property described in Item 9 have been assigned to the assignee whose name and address appear in Item 9.
- 7. Amendment. Financing statement bearing file number shown above is amended as set forth in Item 9.
- 8. Release. Secured party releases the collateral described in Item 9 from the financing statement bearing the number shown above.

9. Secured Party's address is changed to:

P.O. Box 1677 33789
Charlotte, NC 28233

10. Signatures:

UNITED SEAFOODS & PRODUCE CO., INC.

COMMERCIAL CREDIT BUSINESS LOANS, INC.

By [Signature]
Debtor(s) (necessary only if Item 7 is applicable)

By [Signature]
Secured Party(ies)

(2) Filing Officer Copy — Alphabetical

FINANCING STATEMENT CHANGE

Standard Form Approved by
N. C. Sec. of State
and other States shown above.

UCC-3



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CIRCUIT COURT, A.A. COUNTY

1984 JUL 27 AM 11:31

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

11/2 5

750004

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3. Maturity Date (if any):

| | | |
|--|--|---|
| 1 Debtor(s) (Last Name First) and Address(es) Ramsey, A. F. DBA Joe Ramsey Music 161 West St. Annapolis, MD 21401 | 2 Secured Party(ies) and Address(es) BALDWIN PIANO & ORGAN COMPANY THE D. H. BALDWIN TRUST (Co-Secured Parties) 1801 GILBERT AVENUE CINCINNATI, OHIO 45202 | 3 For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 423997 0345 R01 110:562 JUL 27 84 |
|--|--|---|

This statement refers to original Financing Statement No. 231069 Dated 2-8-80 Anne Arundel County

| | | | |
|--|---|--|---|
| A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective. | B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: | C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number shown above in the following property: | D. Other: <input type="checkbox"/> |
|--|---|--|---|

Assignee:
 Baldwin Piano & Organ Company,
 a Delaware corporation
 (formerly BPO Acquisition Corp.)
 1801 Gilbert Avenue
 Cincinnati, Ohio 45202

Collateral:
 All collateral described
 in financing statement.

Dated: May 18, 1984, 19..... By: B. L. Burton By: L. H. Ellis
 (Signature of Secured Party)

Filing Office Copy—Alphabetical
 STANDARD FORM —
 UNIFORM COMMERCIAL CODE — UCC-3

This form of financing statement is approved by the Secretary of State

anderson publishing co. cincinnati, ohio 45201
 Reprinted 10/83



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 CIRCUIT COURT, A.A. COUNTY

1984 JUL 27 AM 11:31

E. AUBREY COLLISON
 CLERK

118

- Savannah Project #1 Limited Partnership
873 Chestnut Tree Drive
Annapolis, Maryland 21401
1. Name of Debtor:
Address:
 2. Name of Secured Party: MARYLAND NATIONAL BANK
Address: Real Estate and Mortgage
Banking Department
10 Light Street
Baltimore, Maryland 21203
 3. This Financing Statement covers the following types (or items) of property:

1. The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated July 27, 1984, 1984 from Debtor to Lawrence J. Grady, Jr., and Stephen F. Beckenholdt, Trustees, all property being located in Baltimore County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

2. All accounts receivable in respect of any and all leases or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

3. Proceeds of all collateral are covered.

RECORD FEE 12.00
POSTAGE .50
#64425 0237 R02 71428
JUL 27 84

Debtor:

SAVANNAH PROJECT #1 LIMITED PARTNERSHIP

BY: J. Anderson Tackett
J. Anderson Tackett
General Partner

Secured Party:

MARYLAND NATIONAL BANK

BY: Lynn M. Hill

(Mr. Clerk: Return to Secured Party at address shown above)

PLEASE RECORD IN THE FINANCING STATEMENT RECORDS OF ~~BALTIMORE~~ Anne Arundel COUNTY, AND WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION.

~~RECORDED~~

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1984 JUL 27 PM 2:28
E. AUBREY COLLISON
CLERK

9

1250

This STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

| | | |
|--|---|---|
| No of Additional Sheets Presented. | | 3. <input type="checkbox"/> The Debtor is a transmitting utility |
| 1 Debtor(s) (Last Name First) and Address(es): Construction Marketing Research Associates, Inc. 2129-1 Baldwin Avenue Crofton, MD 21114 | 2 Secured Party(ies) Name(s) and Address(es): Quakertown National Bank 3rd & W. Broad Sts. Quakertown, PA 18951 | 4 For Filing Officer: Date, Time, No. Filing Office: 252918 |
| 5 This statement refers to original Financing Statement No. 246045 filed (date) 2-1-83 with Circuit Court for Anne Arundel Co. | | |
| 6 <input type="checkbox"/> A. Continuation The original Financing Statement bearing the above life number is still effective. | | |
| <input checked="" type="checkbox"/> B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number | | |
| <input type="checkbox"/> C. Release From the Collateral described in the Financing Statement bearing the above life number, the Secured Party of record releases the following | | |
| <input type="checkbox"/> D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below. | | |
| <input type="checkbox"/> E. Amendment The Financing Statement bearing the above file number is amended as set forth below (Signature of Debtor and Secured Party is Required) | | |
| <input type="checkbox"/> F. This statement is to be indexed in the Real Estate Records | | |

RECORD FEE 11.00
POSTAGE 50
#24039 CO40 R01 7:36
JUL 27 84

By _____ Signature(s) of Debtor(s) (only on amendment)

By Andrea K. Potolwice, Adm. Asst. Signature(s) of Secured Party(ies)

(1) FILING OFFICE COPY — NUMERICAL (3/83) STANDARD FORM—FORM UCC-3—Approved by Secretary of Commonwealth of Pennsylvania

11-50

Mailed to Secured Party

CR CLERK

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1984 JUL 27 PM 3:02
E. AUBREY COLLISON
CLERK

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated 6-20-84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

252919

Name Kitchen Technologies, Inc.

Address 8009 J Jumpers Hole Road Pasadena, Md 21122

2. SECURED PARTY

Name Borg-Warner Acceptance Corporation

Address 1900 Sulphur Spring Road P. O. Box 7360

Baltimore Maryland 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All inventory of goods of whatever description held for sale or lease by the Debtor, now or hereafter owned, or now or hereafter in the possession, custody or control of Debtor, wherever located, together with all attachments, parts, accessories, additions and substitutions, including all returns and repossessions; all accounts, contract rights, chattel paper, and general intangibles now owned or hereafter existing in favor of or acquired by Debtor; all equipment, furniture and fixtures, wherever located, now owned or hereafter acquired or now or hereafter in the possession, custody or control of the Debtor and all replacements, substitutions and accessions thereto and thereof; and all proceeds from all or any part of the above described collateral including but not limited to insurance proceeds payable by reason of loss or damage to any of the collateral, cash, goods, equipment, instruments, accounts, chattel paper, contract rights, general intangibles, replacement inventory or otherwise.

NOT SUBJECT TO RECORDATION TAX

XXX (Proceeds of collateral are also covered)

(Products of collateral are also covered)

RECORD FEE 11.00
POSTAGE .50

#124042 0040 R01 T13:40
JUL 27 84

[Signature]
(Signature of Debtor)

ALAN L. NICOLAISEN, Pres.
Type or Print Above Name on Above Line

(Signature of Debtor)

[Signature]
(Signature of Secured Party)

W.D. Snyder

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

RECEIVED
CIRCUIT COURT, A.A. COUNTY

1984 JUL 27 PM 3:02 CD

E. AUBREY COLLISON
CLERK

11.50

Mailed to Secured Party

STATE OF MARYLAND

BOOK 475 PAGE 360

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 234956

RECORDED IN LIBER 430 FOLIO 16020 ON 10/17/80 11:04 (DATE)

1. DEBTOR

Name Jan R. and Nancy L. Chandonnet

Address 59 Boone Trail, Severna Park, Md 21146

2. SECURED PARTY

Name Yegen Marine

Address 326 First Street, Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

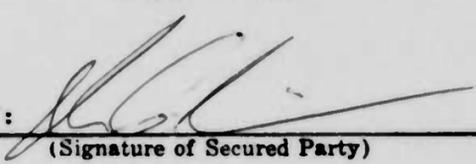
| | |
|--|---|
| <p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) termination</p> |

RECORD FEE 12.00
POSTAGE .50
#24043 CO 40 RD1 T13:41
JUL 27 84

CR
CLERK

Yegen Marine

Dated 6/18/84

BY: 
(Signature of Secured Party)
John G. Lipman

Type or Print Above Name on Above Line

Mailed to Secured Party

10.50

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 JUL 27 PM 3:02

E. AUBREY COLLISON
CLERK

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Michael Stamos
Bonnie Stamos

Parkway Village Park
75 South Paula, Laurel Md. 20707

AA CO.

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21203

1. This financing Statement covers the following types (or items) of property (the collateral).

New 1983 Elcona 70x14 serial # 13552

2. Proceeds and products of the collateral are also specifically covered.

3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

RECORD FEE 12.00
POSTAGE .50
#24044 0040 R01 113:49
JUL 27 84

Debtor

Secured Party

Michael M. Stamos

Michael Stamos

Bonnie Stamos

Bonnie Stamos

THE SAVINGS BANK OF BALTIMORE

BY Michelle Sparabell

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and M&M Mobile Homes Inc, which has been assigned to The Savings Bank of Baltimore.

12-50

Mailed to Secured Party

PCS 0847

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 JUL 27 PM 3:03

E. AUBREY COLLISON
CLERK

252921

BOOK 475 PAGE 362

FINANCING STATEMENT

Not Subject to Recordation Tax

| <u>Name of Debtor</u> | <u>Mailing Address</u> |
|------------------------------------|---|
| Bobby E. Saulter Thelma Saulter | Lot 150 Patuxent Mobile Estates Lothian, Md. 20711 |

AA Co.

SECURED PARTY

| | |
|---|---|
| THE SAVINGS BANK OF BALTIMORE (Assignee) | Address: BALTIMORE AND CHARLES STREETS BALTIMORE, MARYLAND 21203 |
|---|---|

- This financing Statement covers the following types (or items) of property (the collateral).
1 new 1984 Commodore 76 x 14 serial 20165
- Proceeds and products of the collateral are also specifically covered.
- Mr. Clerk: Mail instrument to secured party named above at the address stated.

RECORD FEE 12.00
POSTAGE .50
#24045 0040 R01 113:50
JUL 27 84

Debtor

Secured Party

Bobby E. Saulter

BOBBY E. SAULTER

Thelma L. Saulter

THELMA L. SAULTER

THE SAVINGS BANK OF BALTIMORE

BY *Michelle Sperabile*

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and M&M Mobile Homes, Inc., which has been assigned to The Savings Bank of Baltimore.

12 -
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PCS 0847

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CIRCUIT COURT, A.A. COUNTY

1984 JUL 27 PM 3:03

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

252922

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. No. of Additional Sheets Presented: 3. (optional):

1. Debtor(s) (Last Name First and Address(es):
MERKLE, ROGER R
BOONES MOBILE EST Lot # 21
21 DIANE DRIVE
LOTHIAN, MD 20711

2. Secured Party(ies): Name(s) and Address(es):
JOY REAL ESTATE
6500 OLD BRANCH AVE, ST. 201
TEMPLE HILLS, MD 20784

4. For Filing Officer: Date, Time, No. Filing Office
RECORD FEE 11.00
POSTAGE .50
#24002 DD40 R01 714810
JUL 27 84

5. This Financing Statement covers the following types (or items) of property:
1977 Skyline, NONE, Serial # 77921150507K
14 X 70, 2 BR
To include all ~~furniture~~, fixtures, appliances and appurtenances therein and thereto, including but not limited to these items specified in the manufacturer's invoice and/or purchase agreement and/or retail installment contract.

6. Assignee(s) of Secured Party and Address(es):
Green Tree Acceptance, Inc.
6506 Loisdale Road #304
Springfield, VA 22150

8. Describe Real Estate Here:

9. Name(s) of Record Owner(s):

No. & Street Town or City County Section Block Lot

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)

already subject to a security interest in another jurisdiction when it was brought into this state, or
 which is proceeds of the original collateral described above in which a security interest was perfected:
ROGER R MERKLE S.S. # 579-58-3496

By _____ Signature(s) of Debtor(s)

By Gene Whitley Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY - NUMERICAL
STANDARD FORM - FORM UCC-1 - Approved by the Secretary of the Commonwealth of Pa.

11 -
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Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1984 JUL 27 PM 3:03 CD
E. AUBREY COLLISON
CLERK

TO BE
 NOT TO BE

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IN
LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$ _____

FINANCING STATEMENT

1. Debtor(s):

MR & MRS CARROLL W TIMMONS
Name or Names—Print or Type

605 WEST DR. GLEN BURNIE, MD. 21061
Address—Street No., City - County (State, County) Zip Code

Jane L. Timmons

Name or Names—Print or Type

605 West Dr., Glen Burnie, Md. 21061 (AA County)

Address—Street No., City - County State Zip Code

2. Secured Party:

SEARS ROEBUCK & CO
Name or Names—Print or Type

6650 N. Ritchie Hwr., Glen Burnie, Md. 21061
Address—Street No., City - County State Zip Code

(AA County)

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

REPLACEMENT WINDOWS IN ACCORDANCE WITH SEARS PROPOSAL # 83709

4. If above described personal property is to be affixed to real property, describe real property.

RESIDENTIAL DWELLING

5. If collateral is crops, describe real estate.

N/A

GLEN BURNIE, MD. 21061
(Anne Arundel County)

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

RECORD FEE 15.00
POSTAGE .50
#24053 0040 R01 T14:11
JUL 27 84

DEBTOR(S):

SECURED PARTY:

x Carroll W. Timmons
(Signature of Debtor)

Carroll W. Timmons

Type or Print

x Jane L. Timmons
(Signature of Debtor)

Jane L. Timmons

Type or Print

Sears, Roebuck & Company

(Company, if applicable)

J. D. Althouse
(Signature of Secured Party)

J. D. Althouse—Credit Central Oper. Mgr.

Type or Print (Include title if Company)

MAIL TO:

To THE FILING OFFICER: After this statement has been recorded please mail the same to:
Name and Address 6901 Security Blvd., Baltimore, Maryland 21207

CR
CLERK

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 JUL 27 PM 3:03

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

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RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$ _____

FINANCING STATEMENT

1. Debtor(s):

David W. CALLANAN

Name or Names—Print or Type

772 S. MESA RD MILLERSVILLE MD.

Address—Street No., City - County, State Zip Code

KATHERINE I. CALLANAN

Name or Names—Print or Type

772 S. Mesa Rd., Milleraville, Md. 21108

Address—Street No., City - County State Zip Code

2. Secured Party:

SEARS

Name or Names—Print or Type

6650 Ritchie Hwy, Glen Burnie 21061

Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

*custom draperies
& upholstery*

4. If above described personal property is to be affixed to real property, describe real property.

*772 S. Mesa Rd. Milleraville, Md.
21108
(Anne Arundel County)*

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

SECURED PARTY:

David W. Callanan

(Signature of Debtor)

DAVID W. CALLANAN

Type or Print

Sears, Roebuck and Company

(Company, if applicable)

Katherine I. Callanan

(Signature of Debtor)

KATHERINE I. CALLANAN

Type or Print

(Signature of Secured Party)

D. Althouse-Credit Central

Type or Print (Include title if Company)

Oper. Mgr.

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

MAIL TO:

Name and Address

6901 Security Blvd., Baltimore, Maryland 21207

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CIRCUIT COURT, A.A. COUNTY

1984 JUL 27 PM 3:03

E. AUBREY COLLISON
CLERK

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RECORDING FEE 15.1
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JUL 27 84



TO BE } **CROSS INDEXED** } SUBJECT TO } RECORDING TAX
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LAND RECORDS } } AMOUNT OF
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FINANCING STATEMENT

1. Debtor(s):
WILLIAM S JOHNSTON
Name or Names—Print or Type
353 BAR HARBOR RD PASADENA AA MD 21122
Address—Street No., City - County State Zip Code

THERESA A. JOHNSTON
Name or Names—Print or Type
353 BAR HARBOR RD PASADENA AA MD 21122
Address—Street No., City - County State Zip Code

2. Secured Party:
SEARS ROEBUCK CO
Name or Names—Print or Type
6650 RITCHIE HIGHWAY GLEN BURNETT AA MD 21061
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).
FURNACE + CEILING + DUCTWORK -

4. If above described personal property is to be affixed to real property, describe real property.
353 BAR HARBOR RD PASADENA MD

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.
7. Products of collateral are are not covered.

RECORD FEE 15.00
POSTAGE .50
CR
#24055 0040 R01 714:12
JUL 27 84

DEBTOR(S): W S Johnston
(Signature of Debtor)
WILLIAM S. JOHNSTON
Type or Print

SECURED PARTY: Sears, Roebuck and Company
(Company, if applicable)
Theresa A. Johnston
(Signature of Debtor)
Theresa A. Johnston
Type or Print

J. D. Althouse-Credit Central Oper. Mgr
(Signature of Secured Party)
6901 Security Blvd., Baltimore, Maryland 21207
Type or Print (Include title if Company)

MAIL TO: -6901 Security Blvd., Baltimore, Maryland 21207
Name and Address

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CIRCUIT COURT, A.A. COUNTY
1984 JUL 27 PM 3:03
E. AUBREY COLLISON
CLERK

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BOOK 475 PAGE 367

252926

TO BE } **CROSS INDEXED** } SUBJECT TO } RECORDING TAX
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FINANCING STATEMENT

1. Debtor(s):
RUSSELL R Mc MORRIS
 Name or Names—Print or Type
745 STINGHOCOMB RD SEVERNA PK AA MD 21146
 Address—Street No., City - County State Zip Code

PATRICIA A Mc MORRIS
 Name or Names—Print or Type
745 STINGHOCOMB RD SEVERNA PK AA MD 21146
 Address—Street No., City - County State Zip Code

2. Secured Party:
SEARS ROEBUCK & CO
 Name or Names—Print or Type
6650 PITCHER HIGHWAY GLEN BURNIE AA MD 21061
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).
 FURNACE CA. + DUCKHORN.

4. If above described personal property is to be affixed to real property, describe real property.

745 STINGHOCOMB RD SEVERNA PK MD 21146

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.
7. Products of collateral are are not covered.

RECORD FEE 15.00
 POSTAGE .50
 #24056 0040 R01 114:12
 JUL 27 84

DEBTOR(S): Russell R. McMorris (Signature of Debtor)
RUSSELL R Mc MORRIS (Type or Print)
SECURED PARTY: Sears, Roebuck and Company (Company, if applicable)
Patricia A. McMorris (Signature of Debtor)
PATRICIA A Mc MORRIS (Type or Print)
J. D. Althouse-Credit Central Oper. Mgr. (Signature of Secured Party)
J. D. Althouse-Credit Central Oper. Mgr. (Type or Print (Include title if Company))

MAIL TO: TO THE FILING OFFICER: After this statement has been recorded please mail the same to:
 Name and Address 6901 Security Blvd., Baltimore, Maryland 21207

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 CIRCUIT COURT, A.A. COUNTY
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 E. AUBREY COLLISON
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Mailed to Secured Party

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ON PRINCIPAL
AMOUNT OF
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FINANCING STATEMENT

1. Debtor(s):

Jere Odom
Name or Names—Print or Type

21 Leyman Glen Bue Rd 21061
Address—Street No., City - County State Zip Code
(AA County)

Bronis Odom
Name or Names—Print or Type

21 Leyman Glen Bue Rd 21061
Address—Street No., City - County State Zip Code
(AA County)

2. Secured Party:

Sears Roebuck & Co 6650 N. Ritchie Hwy.
Name or Names—Print or Type

Glen Bue Rd 21061
Address—Street No., City - County State Zip Code
(AA County)

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

*upw carnt
dwelly*

4. If above described personal property is to be affixed to real property, describe real property.

*21 Leyman Rd
Glen Bue Rd 21061 (AA County)*

5. If collateral is crops, describe real estate.

RECORD FEE 15.00
POSTAGE .50
#24057 0040 R01 T14:13
JUL 27 84

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

SECURED PARTY:

Jere F. Odom
(Signature of Debtor)

JERE F. ODOM
Type or Print

Bronis Odom
(Signature of Debtor)

BRONIS ODOM
Type or Print

Sears, Roebuck and Company
(Company, if applicable)

[Signature]
(Signature of Secured Party)

J. D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

MAIL TO:

Name and Address 6901 Security Blvd., Baltimore, Maryland 21207

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CIRCUIT COURT, A.A. COUNTY

1984 JUL 27 PM 3:03

E. AUBREY COLLISON
CLERK

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BOOK 475 PAGE 369

252928

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RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$ _____

FINANCING STATEMENT

1. Debtor(s):

LOUIS C. MARTIN
Name or Names—Print or Type
256 RIVERDALE RD SEV. PARK, MD 21146
Address—Street No., City - County State Zip Code

NANCY E. MARTIN
Name or Names—Print or Type
256 RIVERDALE RD SEV. PARK, MD 21146
Address—Street No., City - County State Zip Code

2. Secured Party:

SEARS ROEBUCK & COMPANY
Name or Names—Print or Type
6650 N. RITCHIE HWY, GREEN BELT, MD 21061
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). Self Installed Cabinets, countertop and some related appliances

4. If above described personal property is to be affixed to real property, describe real property.
Residential Dwelling at: - 256 Riverdale Road
Severna Park, Md. 21146

5. If collateral is crops, describe real estate.

RECORD FEE 15.00
POSTAGE .50
#24008 C040 R01 T14:14
JUL 27 84

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

SECURED PARTY:

x Louis C. Martin
(Signature of Debtor)

LOUIS C. MARTIN
Type or Print

x Nancy E. Martin
(Signature of Debtor)

NANCY E. MARTIN
Type or Print

Sears, Roebuck and Company
(Company, if applicable)

J. D. Althouse—Credit Central Oper. Mgr.
(Signature of Secured Party)

Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

MAIL TO: Name and Address 6901 Security Blvd., Baltimore, Maryland 21207

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CIRCUIT COURT, A.A. COUNTY

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1984 JUL 27 PM 3:03

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

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A.A. Co
2

Both

BOOK 475 PAGE 370

252929

TO BE } **CROSS INDEXED** } SUBJECT TO } RECORDING TAX
 NOT TO BE } **IN** } NOT SUBJECT TO } ON PRINCIPAL
 LAND RECORDS } } AMOUNT OF
 \$ _____

FINANCING STATEMENT

1. Debtor(s):
TERENCE P. REGAN
 Name or Names—Print or Type
526 HEAVEN LA SEW PK, Md. 21146
 Address—Street No., City - County State County Zip Code
MARY E. REGAN
 Name or Names—Print or Type
526 HEAVEN LA SEW PK, Md. 21146
 Address—Street No., City - County State County Zip Code

2. Secured Party:
SEARS ROEBUCK AND CO.
 Name or Names—Print or Type
6650 N. Cov. Ritchie Hwy.
 Address—Street No., City - County State Zip Code
GLEN BURNIE, MD. 21061

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).
 W/W GARAGE AS PER CONS #38769

4. If above described personal property is to be affixed to real property, describe real property.

526 HEAVEN LA SEW PK, Md. 21146
 AA County

5. If collateral is crops, describe real estate.

RECORD FEE 15.00
 POSTAGE 50
 224059 0040 901 114:14
 JUL 27 84

6. Proceeds of collateral are are not covered.
7. Products of collateral are are not covered.

DEBTOR(S):
[Signature]
 (Signature of Debtor)
TERENCE P. REGAN
 Type or Print
[Signature]
 (Signature of Debtor)
MARY E. REGAN
 Type or Print

SECURED PARTY:
Sears, Roebuck & Company
 (Company, if applicable)
[Signature]
 (Signature of Secured Party)
J. D. Althouse-Credit Central Oper. Mgr.
 Type or Print (Include title if Company)



MAIL TO:
 TO THE FILING OFFICER: After this statement has been recorded please mail the same to:
 Name and Address 6901 Security Blvd., Baltimore, Maryland 21207

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 CIRCUIT COURT, A.A. COUNTY
 1984 JUL 27 PM 3:03
 E. AUBREY COLLISON
 CLERK

Mailed to Secured Party

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TO BE } **CROSS INDEXED** } SUBJECT TO } RECORDING TAX
 NOT TO BE } **██████████** IN } NOT SUBJECT TO } ON PRINCIPAL
LAND RECORDS } } AMOUNT OF } \$ _____

FINANCING STATEMENT

1. Debtor(s):
DAISY E. GRIFFIN
Name or Names—Print or Type
101 METISPA DR SEVERNAPARK, AA, MD 21146
Address—Street No., City - County, State Zip Code
(Anne Arundel County)

2. Secured Party:
SEARS ROEBUCK & CO
Name or Names—Print or Type
6650 RITCHIE HWY GLEN BURNIE, AA, MD 21061
Address—Street No., City - County, State Zip Code
(AA)

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).
INSTALLED ELEVEN VINYL REPLACEMENT WINDOWS

4. If above described personal property is to be affixed to real property, describe real property.
SINGLE FAMILY DWELLING
101 Metispa Drive
Severna Park Md. 21146 (Anne Arundel Cty)

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.
7. Products of collateral are are not covered.

RECORD FEE 13.00
POSTAGE .50
474080 0040 R01 T14-1-4
JUL 27 84

DEBTOR(S): Daisy E. Griffin
(Signature of Debtor)
DAISY E. GRIFFIN
Type or Print

SECURED PARTY: SEARS ROEBUCK & CO
(Company, if applicable)
J. D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include title if Company)

MAIL TO: TO THE FILING OFFICER: After this statement has been recorded please mail the same to:
Name and Address 6901 Security Blvd., Baltimore, Maryland 21207

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CIRCUIT COURT, A.A. COUNTY
1984 JUL 27 PM 3:03
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

#13-50
A.D.C. 1

CROSS INDEXED IN LAND RECORDS
UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 415 Page No. 538
Identification No. 228668 Dated October 9, 1979

1. Debtor(s) { John L. and Gloria W. McNally, Jr.
Name or Names—Print or Type
221 Royal Arms Way, Glen Burnie (A.A.Co.), MD 21061
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
2. Secured Party Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

| | |
|---|--|
| <p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p> |

RECORD FEE 13.00
POSTAGE .50
#24062 D040 R01 T14:22
JUL 27 84



Dated: JUN. 15 1984
Sears, Roebuck and Company
Name of Secured Party
[Signature]
Signature of Secured Party
J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)



RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1984 JUL 27 PM 3:03
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

13 ~~54~~
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CROSS INDEXED IN LAND RECORDS
UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 431

Page No. 189

Identification No. 235315

Dated November 10, 1980

1. Debtor(s) { Bernard F. and Brenda L. Wentker
Name or Names—Print or Type
7778 Tick Neck Road, Pasadena (A.A.Co.), MD 21122
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
2. Secured Party Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

| | |
|---|--|
| <p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p> |

RECORD FEE 13.00
POSTAGE 50
824033 0040 R01 114:23
JUL 27 84



Dated: JUN. 15 1984

Sears, Roebuck and Company

Name of Secured Party

Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.

Type or Print (Include Title if Company)

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 JUL 27 PM 3:03

E. AUBREY COLLISON
CLERK

13
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GROSS INDEXED IN LAND RECORDS
UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 425 Page No. 260
Identification No. 232597 Dated May 14, 1980

1. Debtor(s) { Paul A. and Miriam M. Steading Jr.
Name or Names—Print or Type
8475 Kenton Road, Pasadena (A.A.Co.), MD 2122
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
2. Secured Party Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

| | |
|---|--|
| <p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p> |

RECORD FEE 13.00
POSTAGE .50
#24064 0040 R01 714:24
JUL 27 84



Dated: JUN. 15 1984
Sears, Roebuck and Company
Name of Secured Party
[Signature]
Signature of Secured Party
J.D. Althouse—Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

13
.50

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 JUL 27 PM 3:03

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

CROSS INDEXED IN LAND RECORDS,
UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 420

Page No. 296

Identification No. 230306

Dated December 26, 1979

1. Debtor(s) { Delpha H. and Hannora Shaver
Name or Names—Print or Type
830 Swift Road, Pasadena, (A.A.Co.), MD 21122
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
2. Secured Party Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

| | |
|--|---|
| <p><input type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p><input type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p><input type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p><input checked="" type="checkbox"/> D. Other: (Indicate whether amendment, termination, etc.) Termination</p> |

RECORD FEE 13.00
POSTAGE .50
#24085 0040 R01 T14224
JUL 27 84



Dated: JUN. 15 1984

Sears, Roebuck and Company
Name of Secured Party

[Signature]
Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

13
.50

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CIRCUIT COURT, A.A. COUNTY

1984 JUL 27 PM 3:03

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 409

Page No. 208

Identification No. 226249

Dated June 28, 1979

1. Debtor(s) { James L. and Tomye L. Herrod
Name or Names—Print or Type
353 Severn View Drive, Crownsville (A.A.Co.), MD 21032
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
2. Secured Party Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

| | |
|---|--|
| <p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p> |

RECORD FEE 13.00
POSTAGE .50
#24066 0040 R01 T14:24
JUL 27 84

CR
CLERK

Dated: JUN. 15 1984

Sears, Roebuck and Company
Name of Secured Party
[Signature]
Signature of Secured Party
J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

13
150

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1984 JUL 27 PM 3:03
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 401 Page No. 505
Identification No. 224713 Dated May 2, 1979

1. Debtor(s) { Leroy Simmons
Name or Names—Print or Type
Box 7612 Amos Avenue, Severn (A.A.Co.), MD 21144
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____ ↗

4. Check Applicable Statement:

| | |
|---|--|
| <p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p> |

RECORD FEE 12.00
POSTAGE .50
424067 0040 R01 114:25
JUL 27 84



Dated: JUN 15 1984
Sears, Roebuck and Company
Name of Secured Party
[Signature]
Signature of Secured Party
J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

1256

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 JUL 27 PM 3:03

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

**FINANCING STATEMENT
AND SECURITY AGREEMENT**

File No.

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

| | |
|---|---|
| <p>1. DEBTOR(S) and Address(es): (last name first) <i>Bay Kitchens Ltd.</i> 688 Ritchie Hwy. Severna Park, MD. 21146 Phone: 647-2336</p> | <p>2. SECURED PARTY The Zamoiski Co. 1101 DeSoto Road Baltimore, Maryland 21223</p> |
|---|---|

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; foot waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

- 4. Proceeds of collateral are covered hereunder.
- 5. This transaction is exempt from the recordation tax. (Md.)
- 6. Return to: Secured Party (Md.)

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

RECORD FEE 11.00
 POSTAGE .50
 #24068 0040 R01 T14:27
 JUL 27 84

DEBTOR: Bay Kitchens Ltd. (Type Name)
 SECURED PARTY: THE ZAMOISKI CO.

By: *Don Bowen, Secy* (SEAL) By: *John Markey*

By: _____ (SEAL) JAN 11 19 84
 (Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
 Md., Va., D.C., Pa. - Inventory

11-50

RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY
 1984 JUL 27 PM 3:03 CD
 E. AUBREY COLLISON
 CLERK

Mailed to Secured Party

FILING OFFICER: PLEASE DO NOT PHOTOCOPY THIS REVERSE SIDE
Terms and Conditions of Security Agreement

1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement; provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the foregoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party; and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto and if terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a check or other item for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.

2. Debtor shall hold, maintain and sell or lease said inventory in the ordinary course of business, complete and unused and in good order, without expense or liability to Secured Party, except that Debtor may use or consume inventory for demonstration or other proper business purposes, provided that Secured Party is notified of, and consents to, such use and/or consumption of inventory. Further, except for the Security interest granted hereby, Debtor represents that inventory has been or will be acquired free from any prior lien, security interest or encumbrance, and Debtor will defend the inventory against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor shall keep the inventory insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said inventory, and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall sell each item of said inventory for a price not less than the initial unpaid balance of the aforesaid invoice price. Debtor shall keep proper books and records of all sales of the inventory and, at all reasonable times, allow Secured Party, its representatives, or agents, to examine and inspect same; and upon demand by Secured Party, to deliver to Secured Party such lists or reports of the inventory and the sale thereof, as may be reasonably required, in form acceptable to Secured Party; and to provide Secured Party, upon request, from time to time, certified statements of financial condition and profit and loss of Debtor, prepared by an independent Certified Public Accountant. Debtor shall permit Secured Party, its representatives, or agents, to examine and inspect the inventory at all reasonable times. Inventory will be kept at the location or locations on the front side hereof, and Debtor will notify Secured Party of any change in the location of inventory. In the event that Debtor fails to deliver a policy or adequate evidence thereof of insurance to Secured Party, or in the event that Debtor fails to pay any taxes or any other amount which failure would diminish Secured Party's interest in the Inventory, the Secured Party may secure such insurance or pay such amount, which expenditure(s) Debtor agrees to repay to Secured Party upon demand. Any such payment by Secured Party shall not be deemed a waiver by Secured Party of a default, if any, caused by Debtor's failure to provide for such insurance or pay said amounts.

3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations, Debtor may terminate this Agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement in every respect. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Financing Statement and Security Agreement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms of these presents. These presents shall be executed in several counterparts and it is understood that the counterpart bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code, and that the counterpart retained by Secured Party shall constitute a duly executed duplicate original of these presents.

4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely: (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished, or failure by Debtor to perform any covenant contained herein; (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business; death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously being cured), Secured Party at its option may declare all of the obligations to be immediately due and payable, and shall then have the remedies of a secured party under applicable law, including, without limitation thereto, the right to take possession of the inventory; and, for that purpose, the Secured Party may, so far as Debtor can give authority therefor enter upon any premises on which the inventory or any part thereof may be situated, and remove the same therefrom. Secured Party may require Debtor to make the inventory available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. To the extent allowed by law, Secured Party may purchase inventory at any public or private sale; and to the extent that the enforcement of Secured Party's rights hereunder shall require the services of an attorney, Debtor shall pay an amount equal to fifteen per cent (15%) of the unpaid obligations as attorneys' fees (or such other maximum percentage as may be allowed by law), together with court costs and other legal expenses incurred by Secured Party. The happening of any such event or condition, as aforesaid, shall act as a waiver of any notice (subject to any limitations of law) referred to in this Agreement or provided by law, which would otherwise be due from the Secured Party to Debtor. Debtor hereby authorizes any attorney of any court of record within the United States or elsewhere to appear for Debtor and after one or more declarations filed, to confess judgment against Debtor as of any term after the obligations are due (whether by their terms or upon acceleration) for the total indebtedness owed by Debtor to Secured Party, and interest, with court costs and attorneys' fees in the amount aforesaid, for collection and release of all errors and without stay of execution and inquisition; and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale is also hereby expressly waived, and no benefit of exemption shall be claimed under any law now in force or hereafter adopted (to the extent allowed by law); or to confess judgment against Debtor pursuant to all of the terms of the confessed judgment warrant herein before set forth for any deficiencies due after the collection, foreclosure, realization, or sale of inventory or any part or proceeds thereof, together with interest, attorneys' fees as aforesaid, and court costs.

5. If any part of this Agreement shall be adjudged invalid, then such partial invalidity shall not cause the remainder of the Agreement to be or to become invalid, and if a provision hereof is held invalid in one or more of its applications, the parties agree that said provision shall remain in effect in all valid applications that are severable from the invalid application or applications. All rights of Secured Party hereunder shall inure to the benefit of the successors and assigns of Secured Party; and all obligations, covenants and agreements of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor. When used herein, the singular may also refer to the plural, and vice versa; and the use of any gender shall be applicable to all genders. If there be more than one Debtor, their liability hereunder shall be joint and several. This Agreement shall take effect when signed by Debtor.

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT

252932

| | | |
|--|---|---|
| This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code | | Maturity date (if any): |
| 1. Debtor(s) Name (Last Name First) Interiors Ltd. | 2. Debtor(s) Complete Address(es) 14 Annapolis Street Annapolis, Md. 21401 | |
| 3. & 4. Secured Party(ies) and Complete Address(es) First American Bank, N.A. | 5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es) 5351 Wisconsin Ave., N.W. Washington, D.C. 20015 | |
| 7. This financing statement covers the following types (or items) of property: (Describe) All of the fixtures, equipment, inventory, receivables and proceeds thereof of debtor, now or hereafter owned by debtor and used or to be used for the conduct and operations of a Furniture Retail and Interior Decorating service | | |
| 8a. <input checked="" type="checkbox"/> Proceeds are also covered. 8b. <input type="checkbox"/> Products of collateral are also covered. | | No. of additional sheets presented. () |
| Filed with Circuit Court Clerk of Anne Arundel County; Other | | |
| 9. Transaction is (), is not (<input checked="" type="checkbox"/>), (check which applies) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ _____. | | |
| 10. This statement is to be returned after recordation to: First American Bank, N.A. Attention: Monica S. Margulies 5351 Wisconsin Ave., N.W. Washington, D.C. 20015 | | |
| Signature(s) of Debtor(s) Interiors Ltd. By: _____ Theodore C. Chaudron, President | Signature(s) of Secured Party(ies) or Assignee(s) First American Bank, N.A., Washington, D.C. by _____ Monica S. Margulies, Vice President | |

RECORD FEE 11.00
POSTAGE .50
#24069 0040 R01 14:28
JUL 27 84

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1984 JUL 27 PM 3:04
E. AUBREY COLLISON
CLERK

11.50

Mailed to Secured Party

STATE OF MARYLAND

BOOK 475 PAGE 381

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 800.78

If this statement is to be recorded in land records check here.

This financing statement Dated MAY 2, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

252933

1. DEBTOR

Name ANN C. WILT

Address 1700 HOTHAM LANDING ROAD MILLERSVILLE, MD, 21108

2. SECURED PARTY

Name NORTWEST FINANCIAL

Address 7528 RITCHIE HIGHWAY GLEN BURNIE, MD, 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) NOVEMBER 2, 1985

4. This financing statement covers the following types (or items) of property: (list)

- 2-TV sets
- 1-Stereo
- 1-Washer
- 1-Dryer
- 1-Refrig
- 1-Stove
- 1-Vacuum Cleaner
- 1-Living room set
- 4-Bedroom sets
- 1-Dining room set

RECORD FEE 11.00
 RECORD TAX 3.50
 POSTAGE .50

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

RECORDED R01 T14:29 JUL 27 84

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

11-3.50.50

Ann C Wilt
(Signature of Debtor)

ANN C. WILT
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Secured Party

Mary E. Hicks
(Signature of Secured Party)

MARY E. HICKS
Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT, H. H. COUNTY

1984 JUL 27 PM 3:04

E. AUBREY COLLISON
CLERK

Handwritten initials

11.00 3.50 .50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ 1998.49

If this statement is to be recorded in land records check here.

This financing statement Dated APRIL 25, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

252934

1. DEBTOR

Name GEORGE AND HELEN NEAL
Address 645 CYRIL AVENUE PASADENA, MD. 21122

2. SECURED PARTY

Name NORTWEST FINANCIAL
Address 7528 RITCHIE HIGHWAY GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) APRIL 25, 1985

4. This financing statement covers the following types (or items) of property: (list)

- 2-TV sets 1-Dining room set
2-Steros
1-Washer
1-Dryer
1-Microwave oven
1-Refrig.
1-Stove
1-Sewing machine
1-Vacuum cleaner
1-air conditioner
1-Living room set
2-Bedroom sets

RECORD FEE 12.00
RECORD TAX 10.50
POSTAGE .50
#24071 C040 R01 T1431
JUL 27 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY

1984 JUL 27 PM 3:04

E. AUBREY COLLISON
CLERK

George O. Neal
(Signature of Debtor)

GEORGE O. NEAL
Type or Print Above Name on Above Line

Helen Neal
(Signature of Debtor)

HELEN NEAL
Type or Print Above Signature on Above Line

Mary E. Hicks
(Signature of Secured Party)

MARY E. HICKS
Type or Print Above Signature on Above Line

12, 100 30

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ 1999.79

If this statement is to be recorded in land records check here.

This financing statement Dated APRIL 26, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name LARRY AND MARY YEATS Address 1013 FAIRVIEW AVENUE BALTIMORE, MD, 21227

252935

2. SECURED PARTY

Name NORTWEST FINANCIAL Address 7528 RITCHIE HIGHWAY GLEN BURNIE, MD, 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) APRIL 30, 1987

4. This financing statement covers the following types (or items) of property: (list)

- 1-TV set
1-Stereo
1-Washer
1-dishwasher
1-Refrig.
1-Stove
1-Vacuum Clenaer
1-Living room set
2-Bedroom sets
1-Dining room set

RECORD FEE 12.00
RECORD TAX 10.50
POSTAGE .50
M24072 C040 R01 T14:31
JUL 27 84

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT BALTIMORE COUNTY
1984 JUL 27 PM 3:04
E. AUBREY COLLISON
CLERK

12-10
10-50
50

Signature of Debtor
LARRY D. YEATTS
Type or Print Above Name on Above Line
Signature of Debtor
MARY YEATTS
Type or Print Above Signature on Above Line

Signature of Secured Party
MARK CAVANAUGH
Type or Print Above Signature on Above Line

120

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 688.39

If this statement is to be recorded in land records check here.

This financing statement Dated MAY 9, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

252936

Name PATRICIA C. FEESER

Address 3307 WASHINGTON BLVD BALTIMORE, MD, 21220

2. SECURED PARTY

Name HERNEST FINANCIAL

Address 7528 PITCHE WY GLEN HELEN, MD, 21044

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 3-TV sets
- 1-Washer
- 1-Dryer
- 1-Refrig.
- 1-Stove
- 3-Bedroom sets
- 1-Dining room set

RECORD FEE 11.00
 RECORD TAX 3.50
 POSTAGE .50
 #24073 0040 R01 T14:32
 JUL 27 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY

1984 JUL 27 PM 3:04

E. AUBREY COLLISON
CLERK

Ms Patricia C Feeser
(Signature of Debtor)

PATRICIA C. FEESER
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mark W. Cavanaugh
(Signature of Secured Party)

Mark W. Cavanaugh

Type or Print Above Signature on Above Line

11-
3.50
50

11.00
50



BOOK 475 PAGE 385

ORIGINAL OR SUBSEQUENT FINANCING STATEMENT

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO YES NAME OF RECORD OWNER: _____

STATE CORPORATION COMMISSION
(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)
(Print or Type All Information)

252937

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other names will be indexed.

Kenneth T. Gerhart
Donna B. Hodges
11917 Winterthru Lane
Reston, VA. 22091

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION-ORIGINAL STILL EFFECT
- AMENDMENT
- ASSIGNMENT (Date Original Filed _____)
- PARTIAL RELEASE OF COLLATERIAL
- TERMINATION

Name & address of Secured Party

Central Fidelity Bank
8117 Leesburg Pike
Vienna, Va. 22180

Name & address of Assignee

RECORDED FEE 14.00
RECEIVED CIVIL DIVISION
JUL 27 84

Date of maturity if less than five years

- Proceeds of collateral are covered
- Products of collateral are covered

Description of collateral covered by original financing statement

1984 Proline Model 17GC Boat
Hull # PLC30196M84-1
Chrysler Motot Model 85TT ID.# 1211

RECEIVED FOR RECORD
CIRCUIT COURT, J.A. COUNTY
1984 JUL 27 PH 3:04
E. AUBREY COLLISON
CLERK

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Mailed to Secured Party

Kenneth Gerhart 5-10-84
Donna B. Hodges
Signature of Debtor if applicable (Date)

Don M. John 5-10-84
Signature of Secured Party (Date)

Filed with: STATE CORPORATION COMMISSION

CLERK OF *Anne Andrew Bay* COURT
(Maryland)

COM 127 (ORIG. 6/82) 10 -

252938

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**
and/or its Parent, Affiliates or Subsidiaries

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

ADDRESS: 7164 E FURNACE RD
CITY & STATE: GLEN BURNIE, MD 21061

| | | | |
|---------------------------------|--|----------------------------------|-----|
| DEBTOR(S) (AND ADDRESSES) | | DATE OF THIS FINANCING STATEMENT | |
| ROBERT AND LEONA ALLEN | | 07-20-84 | |
| 1837 DOVE CRT SEVERN MD M 21104 | | ACCOUNT NO. | TAB |
| | | 23909036 | 36 |

9743

Filed with: CLERK OF CRT ANNE ARUNDEL CO

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**
(a) If described, Motor Vehicles as follows:

| YEAR MODEL | MAKE | BODY TYPE | MODEL NO. OR LETTER | SERIAL NUMBER | MOTOR NUMBER | NUMBER CYL. |
|------------|------|-----------|---------------------|---------------|--------------|-------------|
| | | | | | | |
| | | | | | | |

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

RECORD FEE 12.00
RECORD TAX 17.50
POSTAGE .50
#24082 0040 R01 T14:45
JUL 27 84

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.

FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS

\$ 2597.00

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

BY

ORIGINAL - FILING OFFICER COPY

19-1209 (REV. 11-80)

Robert Allen Jr
ROBERT ALLEN
Leona M. Allen
LEONA ALLEN

RECEIVED & RECORDED
DEPT. OF RECORDS & ADMINISTRATION
CIRCUIT COURT, BALTIMORE COUNTY

CD
1984 JUL 27 PM 3:05
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

12.50
17.50
50

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any):

1 Debtor(s) (Last Name First) and Address(es)

Gnau Construction Company
2930 Spring Lake Drive
Davidsonville, MD 21035

2 Secured Party(ies) and Address(es)

Furnival Machinery Company
7135 Standard Drive
Hanover, MD 21076

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00
POSTAGE .50
#24083 D040 R01 714:46
JUL 27 84

4 This financing statement covers the following types (or items) of property:

One Komatsu Model D41A-3 Dozer S/N 06652 with Rockland Rake

COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES,
REPAIRS, REPLACEMENT PARTS AND THE PROCEEDS THEREOF.

Not Subject to Recordation Tax

5 Assignee(s) of Secured Party and Address(es)

Associates Commercial Corp.
PO Box K224
Richmond, VA 23288

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered. Proceeds of collateral are also covered Products of Collateral are also covered No. of additional sheets presented:

Filed with: Anne Arundel County

Gnau Construction Company

By:

Carl Han
Signature(s) of Debtor(s)

Furnival Machinery Company

By:

J P Wenth SECY TREAS
Signature(s) of Secured Party(ies)

Filing Officer Copy-Alphabetical

603469 Rev. 12-80

11-50

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1984 JUL 27 PM 3:05
E. AUBREY COLLISON
CLERK

FINANCING STATEMENT FORM UC 3-1

Identifying File No _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 5-22-84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name WHITE, Clarence E. & Susan M.
Address 1701 Leisure Way, Crofton, MD 21114

2. SECURED PARTY

Name SHERMAN, Irving
Address 973 Arundel Drive
Arnold, MD 21012

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (List)

1978 24' Sea Ray 240 fiberglass hull #SER2M2660977240SD017-8
1978 260 HP Mercruiser gas engine #4909184

Home Anchorage/winter: Millersville, MD

1st ASSIGNEE:
FIRST COMMERCIAL CORP.
303 Second Street
Annapolis, MD 21403
Ellen Edloff / agent
2nd ASSIGNEE:
NEW ENGLAND SAVINGS BANK
63 Eugene O'Neill Drive
New London, CT 06320

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)

RECORD FEE 12.00
POSTAGE .50
#24084 0040 R01 114:47
JUL 27 84

Clarence E. White
(Signature of Debtor)

CLARENCE E. WHITE

Type or Print Above Name on Above Line

Susan M. White
(Signature of Debtor)

SUSAN M. WHITE

Type or Print Above Signature on Above Line

Irving Sherman
(Signature of Secured Party)

IRVING SHERMAN

Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT, H.A. COUNTY
1984 JUL 27 PM 3:05
E. AUBREY COLLISON
CLERK

1230

FINANCING STATEMENT FORM UC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 2-2-84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MERCER, Eric J. & Virginia B.
Address 4258-2 Dogwood Lane, Andrews AFB, Maryland 20335

2. SECURED PARTY

Name ATKINS YACHTS, INC.
Address 326 First Street
Annapolis, MD 21403
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1983 (1984 Model) Marieholm Internatl Folkboat fiberglass hull # MHB 84013419
1983 7 1/2 HP Volvo Penta MD5B diesel engine #19200

Home anchorage/winter: Severna Park, MD

1st ASSIGNEE:
First Commercial Corporation
303 Second Street
Annapolis, MD 21403
2nd ASSIGNEE:
New England Savings Bank
63 Eugene O'Neill Drive
New London, CT 06320

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
(Products of collateral are also covered)

RECORD FEE 12.00
POSTAGE .50
M24085 C040 R01 T14:47
JUL 27 84

Signature of Debtor
ERIC J. MERCER
Type or Print Above Name on Above Line

Signature of Debtor
VIRGINIA B. MERCER
Type or Print Above Signature on Above Line

Signature of Debtor
VIRGINIA B. MERCER
Type or Print Above Signature on Above Line

Signature of Secured Party
ATKINS YACHTS, INC.
Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUND. COUNTY

1984 JUL 27 PM 3:05
E. AUBREY COLLISON
CLERK

12-50

1250

Anne Arundel

77001380

BOOK 475 PAGE 390

252942

FINANCING STATEMENT FORM UC 3-1

Identifying File No _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 5-22-84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name WHITE, Clarence E. & Susan M.
Address 1701 Leisure Way, Crofton, MD 21114

2. SECURED PARTY

Name SHERMAN, Irving
Address 973 Arundel Drive
Arnold, MD 21012

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (List)

1978 24' Sea Ray 240 fiberglass hull #SER2M2660977240SD017-8
1978 260 HP Mercruiser gas engine #4909184

Home Anchorage/winter: Millersville, MD

1st ASSIGNEE:
FIRST COMMERCIAL CORP.
303 Second Street
Annapolis, MD 21403
Ellen Colby/Agnt
2nd ASSIGNEE:
NEW ENGLAND SAVINGS BANK
63 Eugene O'Neill Drive
New London, CT 06320

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Clarence E. White
(Signature of Debtor)
CLARENCE E. WHITE

Type or Print Above Name on Above Line
Susan M. White
(Signature of Debtor)
SUSAN M. WHITE

Type or Print Above Signature on Above Line

Irving Sherman
(Signature of Secured Party)
IRVING SHERMAN

Type or Print Above Signature on Above Line

RECORD FEE 12.00
POSTAGE .50
#24086 C040 R01 T14:48
JUL 27 84

RECEIVED FOR RECORD
CIRCUIT COURT, ANN. COUNTY
1984 JUL 27 PM 3:06
E. AUBREY COLLISON
CLERK

1250

BOOK 475 PAGE 301

252943

FINANCING STATEMENT FORM UC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 3-29-84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name WILLIAMS: Norval K. & Carol J.
Address 6901 Brimstone Lane, Fairfax Station, VA 22039

2. SECURED PARTY

Name First Commercial Corporation
Address 303 Second Street, Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1980 29'11" Catalina Fiberglass Hull #CTYN1763M80E
1980 11 HP Universal Diesel Engine #300534

Assignee:
New England Savings Bank
63 Eugene O'Neill Drive
New London, CT 06320

Home Anchorage/Winter: Edgewater, MD

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

RECORD FEE 12.00
POSTAGE .50
#24087 0040 R01 714-467
JUL 27 84

Norval K. Williams
(Signature of Debtor)

Norval K. Williams
Type or Print Above Name on Above Line

Carol J. Williams
(Signature of Debtor)

Carol J. Williams
Type or Print Above Signature on Above Line

Jane S. Ellworth
(Signature of Secured Party)

First Commercial Corporation
Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
CIRCLER COUNTY
1984 JUL 27 PM 3:06
E. AUBREY COLLISON
CLERK

12.50

Anne Arundel

11.50

77001354

252914

BOOK 475 PAGE 302

FINANCING STATEMENT FORM UC 71

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 5.12.84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MOORE: Samuel A.

Address 187 Morrison Drive, Pittsburgh, PA 15216

2. SECURED PARTY

Name First Commercial Corporation

Address 303 Second Street, Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1970 29' 11" Morgan Fiberglass Sloop USCG # 526321

First Assignee:
New England Savings Bank
63 Eugene O'Neill Drive
New London, CT 06320

1970 22 HP Palmer Gas Engine # 46532-9

Home Anchorage/Winter: Annapolis, MD

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Samuel A. Moore
(Signature of Debtor)

Samuel A. Moore
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Cynthia Stearns
(Signature of Secured Party)

First Commercial Corporation
Type or Print Above Signature on Above Line

RECORD FEE 11.00
POSTAGE .50
#24088 0040 R01 T14:49
JUL 27 84

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1984 JUL 27 PM 3:06

E. AUBREY COLLISON
CLERK

11
50

FINANCING STATEMENT FORM UC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 5-23-84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Douglas K. Black

Address 153 Spring Path, Arnold, MD 21012

2. SECURED PARTY

Name Norman Oliver

Address 1108 Woodside Parkway, Silver Spring, MD 20910

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1967 35' Dickerson Ketch Wood Hull # 112
- 1967 35 HP Westerbeke Diesel Engine Model 4-107

First Assignee:
First Commercial Corporation
303 Second Street
Annapolis, MD 21403

Second Assignee:
Berkeley Federal Savings and Loan
21 Bleeker Street
Millburn, NJ 07041

Home Anchorage/Winter: Arnold, MD
NOT SUBJECT TO STATE DOCUMENTARY STAMP

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Douglas K. Black
(Signature of Debtor)

Douglas K. Black
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Norman Oliver
(Signature of Secured Party)

Norman Oliver
Type or Print Above Signature on Above Line

RECORD FEE 11.00
POSTAGE .50
#24090 0040 R01 T14 55.1
JUL 27 84

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1984 JUL 27 PM 3:06

E. AUBREY COLLISON
CLERK

(Handwritten mark)

Anne Arundel Co
6-6-84

STATE OF MARYLAND

BOOK 475 PAGE 394

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

252946

1. DEBTOR

Name Maryland Site Development, Inc.

Address 1851 Oldfield Drive Huntingtown, Maryland 20639

2. SECURED PARTY Job Site: Rt 3 Median North of Rt 214 in Anne Arundel County

Name L.B. Smith, Inc.

Address P.O. Box 8658 Baltimore, Maryland 21240

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) Bomag Compactor Model BW 210 DH, S/N 82395

Secured not subject to recordation tax.

To record a lease only with the title to be retained by L.B. Smith, Inc.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Bruce S. Matoska

(Signature of Debtor)
Bruce S. Matoska, President
Maryland Site Development, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

Bruce H. Dean

(Signature of Secured Party)
Bruce H. Dean, Business Manager
L.B. Smith, Inc.
Type or Print Above Signature on Above Line

Mailed to Secured Party

RECORD FEE 11.00
#24091 (040) R01 T14:52
JUL 27 84

RECEIVED FOR RECORD
CLERK COURT T. ANN. COUNTY

1984 JUL 27 PM 3:06

E. AUBREY COLLISON
CLERK

11 -

STATE OF MARYLAND

BOOK 475 PAGE 395

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

252947

1. DEBTOR

Name Maryland Site Development, Inc.
Address 1851 Old Field Drive Huntingtown, Maryland 20639

2. SECURED PARTY Job Site: Rt 3 Median North of Rt 214 in Anne Arundel County

Name L.B. Smith, Inc.
Address P.O. Box 8658 Baltimore, Maryland 21240

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) New Terex Crawler Loader Model L-700D
S/N 20087 equipped with 3 cubic yard bucket
with teeth and all standard equipment.

Secured not subject to recordation tax.

To record a lease only with the title to be retained by L.B. Smith, Inc.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Bruce S. Matoska
(Signature of Debtor)
Bruce S. Matoska, President
Maryland Site Development, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

Bruce H. Dean
(Signature of Secured Party)
Bruce H. Dean, Business Manager
L.B. Smith, Inc.
Type or Print Above Signature on Above Line

RECORD FEE 11.00
#24092 0040 R01 T14:53
JUL 27 84

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1984 JUL 27 PM 3:06

E. AUBREY COLLISON
CLERK

CD

BOOK 475 PAGE 396

252948

FINANCING STATEMENT

- Not Subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ _____
- To Be Recorded in Land Records (For Fixtures Only)

| NAME | ADDRESS |
|---------------------------------|---|
| 1. Debtors(s) (or assignor(s)) | No. Street City State |
| Peter P. Delman | 7225 Dominion Drive Oxon Hill, Maryland 20745 |
| Elizabeth R. Delman | Same as above |

2. Secured Party (or assignee)
 BANK OF MARYLAND 3731 Branch Avenue, Hillcrest Heights, Md. 20031

3. This Financing Statement covers the following types (or items) of property:

| Make or Manufacturer | Description Body Type | Serial No. | Model No. | Year |
|----------------------|--------------------------|----------------------------|-----------|------|
| Silverton | 34' Power Yacht | Hull # STN34201M84J-34C | | 1984 |

RECORD FEE 12.00
 POSTAGE .50
 H24093 0040 R01 T14:54
 JUL 27 84

CHECK THE LINES WHICH APPLY

- 4. (If collateral is crops) The above described crops are growing or are to be grown on the Real Estate described below:
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

- 5. (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.
- (If products of collateral are claimed) Products of the collateral are also covered.
- 6. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Debtor(s) or Assignor(s)

Peter P. Delman
 Peter P. Delman

Elizabeth R. Delman
 Elizabeth R. Delman

Type or Print Name and Title of Each Signature

Secured Party:

BANK OF MARYLAND

By: Leon Roy Rickards

Type Name Leon Roy Rickards

Title Senior Vice President

RECEIVED FOR RECORD
 CIRCUIT COURT, DISTRICT OF COLUMBIA COUNTY
 1984 JUL 27 PM 3:06
 E. AUBREY COLLISON
 CLERK

Mailed to Secured Party

12-50

Note: mail Release to

HOUSEHOLD FINANCE CORPORATION

RD# 475 BOX 307

200 W. MARLBORO AVENUE

EASTON, MARYLAND 21601



STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

4/3.....1984

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 831161..... in Office of W. Gerrit Harrimore..... P.P. MD
(Filing Officer) (County and State)

Libor 422 Page 196

Debtor or Debtors (name and Address): Margaret Mohr
Rt 1 Box 97
Queen Anne, Md. 21657

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

Household Finance Corporation
Secured Party

By..... C.D. Salyer
Its Branch Office Manager

RECORD FEE 10.00
POSTAGE .50
#24094 0040 R01 14:55
JUL 27 84



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CIRCUIT COURT, A.A. COUNTY
1984 JUL 27 PM 3:06
E. AUBREY COLLISON
CLERK

E. AUBREY COLLISON
CLERK

1984 JUL 27 PM 3:07

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

Page 503
Liber 435

BOOK 475 PAGE 398

Identification Number 237192
Being the File Number or Identification Number of
the original Statement of Financing filed with the

Clerk of Circuit Court

Anne Arundel County

on March 26, 1981

STATEMENT OF TERMINATION
OF A FINANCING STATEMENT

This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the
Uniform Commercial Code:

DEBTOR: Sharon T. Darland & Johannsen, Florence

RECORD FEE 10.00
POSTAGE .50
#24103 0040 R01 T15:00
JUL 27 84

SECURED PARTY:  The Equitable Trust Company, 20 E. North Ave., Baltimore, Maryland 21202

CR
CLERK

The Secured Party certifies that there is no outstanding secured obligation of the Debtor to the
Secured Party, and no commitment by the Secured Party to make advances, incur obligations or otherwise
give value to the Debtor, with respect to the collateral covered by the original Financing Statement bearing
the file number shown above.

THE EQUITABLE TRUST COMPANY



C. L. Carr 2nd Vice President

Dated: June 4, 1984, 19

Form 985

10-50

Mailed to Secured Party

BOOK 475 PAGE 399

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 242438

RECORDED IN LIBER 449 Page FOLIO 314 ON May 5, 1982 (DATE)

1. DEBTOR

Name ARNOLD LIMITED PARTNERSHIP
Address 1100 ONE CHARLES CENTER, BALTIMORE, MD 21201

2. SECURED PARTY

Name GOVERNMENT NATIONAL MORTGAGE ASSOCIATION
Address 100 PEACHTREE ST., N.W., ATLANTA, GA. 30303
THE RIGGS NATIONAL BANK OF WASHINGTON, D.C., TRUSTEE, c/o REILLY MORTGAGE GROUP, INC., 2300 M STREET, NW, 7TH FLOOR, WASHINGTON, DC 20037
Person And Address To Whom Statement Is To Be Returned If Different From Above.

June 1, 2023

Maturity date of obligation (if any)

| | |
|--|--|
| <p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p>C. Assignment <input checked="" type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other: <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> |
| <p>All security interest in the collateral shown on the original financing statement is assigned to: THE RIGGS NATIONAL BANK OF WASHINGTON, D.C., TRUSTEE, 1120 VERMONT AVENUE, N.W., WASHINGTON, DC 20005</p> | |

RECEIVED FOR RECORD
CIRCUIT COURT, N.A. COUNTY
CHECK FORM OF STATEMENT

1984 JUL 27 PM 3:54
E. AUBREY COLLISON
CLERK
BL
CLERK

RECORD FEE 12.00
#24123 0040 R01 T15:49
JUL 27 84

After recording return to

MITZI JOHNSON
KROOTH & ALTMAN
2101 L Street, N.W.
Washington, D.C. 20037

Noted to:

Dated February 28, 1984

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION
Robert G. Pike
(Signature of Secured Party)
ROBERT G. PIKE, ATTORNEY IN FACT, WHOSE APPOINTMENT IS PUBLISHED AT 24 CFR 300.11.
Type or Print Above Name on Above Line

475-400

No. NOT USED

7-27-84

BOOK 475 PAGE 401

252949

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
INJEIAN, GREGORY,, PA
150 SOUTH ST
ANNAPOLIS, MD

21401

2. Secured Party(ies) and address(es)
SAVIN CORPORATION
9 WEST BROAD STREET
STAMFORD, CT 06902

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00
POSTAGE .50
#24126 0040 R01 11:53
JUL 27 1984

4. This financing statement covers the following types (or items) of property:

This filing is for information only. The described property is subject to a lease agreement number 74380171

5. Assignee(s) of Secured Party and Address(es)

EQUILEASE CORPORATION
750 THIRD AVENUE
NEW YORK, N. Y. 10017

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented

Filed with

INJEIAN, GREGORY,, PA

SAVIN CORPORATION

By _____
Signature(s) of Debtor(s)

By *Christene Blocker*
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

11-5
RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1984 JUL 27 PM 3:55
E. AUBREY COLLISON
CLERK

SAVIN CORPORATION
Columbus and Stevens Ave.
Valhalla, New York 10595

BOOK 475 PAGE 402 LESSOR

74380171

| | | | |
|-------------------|-----------------------------------|-----------------------|------------------------------------|
| LESSEE | | SUPPLIER of EQUIPMENT | |
| Name | GREGORY INJEIAN, P.A. | Name | SAVIN CORPORATION |
| Address | 150 SOUTH ST County Annapolis | Address | 7130 RUTLAND RD SE |
| City | Annapolis State Md Zip Code 21401 | City | BELTFRANCE State MD Zip Code 21287 |
| PERSON TO CONTACT | MR INJEIAN | TELEPHONE NO. | |
| | | SALESMAN | BURLEY JOHNSON |
| | | TELEPHONE NO. | 202-200-1200 |

| QUANTITY | ITEM | MODEL NO. | SERIAL NO. | PRICE |
|----------|------------|------------|------------|-------|
| 1 | SAVIN 5015 | | | \$ |
| 1 | CONSOLE | | | |
| | | 4631201663 | | |

EQUIPMENT LOCATION, IF OTHER THAN ABOVE ADDRESS OF APPLICANT LESSEE

TOTAL COST TO LESSOR →

| NO OF MONTHS | NO OF RENTAL PAYMENTS | RENTAL PAYMENTS WILL BE MADE | RENTAL PAYMENT AMOUNT | FIRST PAYMENT |
|--------------|-----------------------|---|---|---|
| 36 | 34 | MON <input checked="" type="checkbox"/> QUAR <input type="checkbox"/> | Payments of \$ 7889 Plus Sales Tax \$ 394 Total \$ 8283 | Check For This Amount Must Accompany Lease Application \$ 10566 |
| | | | | 1st <input checked="" type="checkbox"/> Mo. <input type="checkbox"/> Quar and Last <input checked="" type="checkbox"/> Mo. <input type="checkbox"/> Quar. |

1. Lessor leases to Lessee and Lessee rents from Lessor the equipment listed above or, if separately scheduled, in the schedule hereto annexed, marked Schedule "A" and made a part hereof. Said equipment will be located at the above address and will not be moved to a new location without written permission first given by Lessor. Lessor acknowledges receipt of the first payment referred to above from Lessee. Any part of this payment not applied by Lessor as rental for the first month or quarter of the lease, shall be held as security for the performance of the terms of this lease. If Lessee is not in default hereunder, or under any other lease between the parties hereto, at the end of the term of this lease said security shall be refunded to the Lessee upon return of the leased equipment as provided in Paragraph 5 or, solely at the Lessor's option, applied toward the payment of rent due and to become due hereunder in the inverse order of their maturities. This lease shall commence on the date accepted by Lessor and Lessee shall make his next rental payment hereunder no later than 30 days (if rentals are payable monthly) or 90 days (if rentals are payable quarterly) from the commencement date, at the sole discretion of Lessor.

2. (A) LESSEE HAS SELECTED BOTH (1) THE EQUIPMENT AND (2) THE ABOVE SUPPLIER FROM WHOM LESSOR IS TO PURCHASE THE EQUIPMENT. LESSOR MAKES NO WARRANTY EXPRESS OR IMPLIED AS TO ANY MATTER WHATSOEVER, INCLUDING THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, AND AS TO LESSOR, LESSEE LEASES THE EQUIPMENT "AS IS."

(B) IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS REPRESENTED OR WARRANTED BY SUPPLIER OR IS UNSATISFACTORY FOR ANY REASON, LESSEE SHALL MAKE ANY CLAIM ON ACCOUNT THEREOF SOLELY AGAINST SUPPLIER AND SHALL, NEVERTHELESS, PAY LESSOR ALL RENT PAYABLE UNDER THIS LEASE, LESSEE HEREBY WAIVING ANY SUCH CLAIMS AS AGAINST LESSOR. LESSOR MAY INCLUDE, AS A CONDITION OF ITS PURCHASE ORDER, THAT SUPPLIER AGREE THAT ALL WARRANTIES, AGREEMENTS AND REPRESENTATIONS, IF ANY, WHICH MAY BE MADE BY SUPPLIER TO LESSEE OR LESSOR MAY BE ENFORCED BY LESSEE IN ITS OWN NAME. LESSOR HEREBY AGREES TO ASSIGN TO LESSEE, SOLELY FOR THE PURPOSE OF MAKING AND PROSECUTING ANY SAID CLAIM, ALL OF THE RIGHTS WHICH LESSOR HAS AGAINST SUPPLIER FOR BREACH OF WARRANTY OR OTHER REPRESENTATION RESPECTING THE EQUIPMENT. LESSOR SHALL HAVE NO RESPONSIBILITY FOR DELAY OR FAILURE TO FILL THE ORDER.

(C) LESSEE UNDERSTANDS AND AGREES THAT NEITHER THE SUPPLIER NOR ANY SALESMAN OR OTHER AGENT OF THE SUPPLIER, IS AN AGENT OF LESSOR. NO SALESMAN OR AGENT OF SUPPLIER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS LEASE, AND NO REPRESENTATION AS TO THE EQUIPMENT OR ANY OTHER MATTER BY THE SUPPLIER, SHALL IN ANY WAY AFFECT LESSEE'S DUTY TO PAY THE RENT AND PERFORM ITS OTHER OBLIGATIONS AS SET FORTH IN THIS LEASE.

(D) LESSEE HEREBY ACKNOWLEDGES THAT HE HAS RECEIVED A COPY OF THIS LEASE.

(E) LESSOR AGREES TO ORDER THE EQUIPMENT FROM SUPPLIER UPON THE TERMS AND CONDITIONS OF THE PURCHASE ORDER INITIALLY ATTACHED HERETO. LESSEE HEREBY AUTHORIZES LESSOR TO INSERT IN THIS LEASE THE SERIAL NUMBERS, AND OTHER IDENTIFICATION DATA, OF THE EQUIPMENT WHEN DETERMINED BY LESSOR.

THIS LEASE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE WHICH ARE MADE A PART HEREOF AND WHICH LESSEE ACKNOWLEDGES THAT HE HAS READ.

THIS IS A NON-CANCELLABLE
LEASE FOR THE TERM INDICATED ABOVE

ACCEPTED: 4/23, 19 84
SAVIN CORPORATION, Lessor

DATE 2/23, 19 84

LESSEE GREGORY INJEIAN, P.A.

THE UNDERSIGNED AFFIRMS THAT HE IS A DULY AUTHORIZED CORPORATE OFFICER, PARTNER OR PROPRIETOR OF THE ABOVE NAMED LESSEE, AND HAS THE AUTHORITY TO EXECUTE THIS LEASE ON ITS BEHALF

By Michael A Muscatello
AUTHORIZED SIGNATURE

By(X) [Signature] TITLE

**LESSEE'S SIGNATURE IN INK IS REQUIRED
ON LEASE COPIES (Pages 2, 3, & 4)**

4

LEASE COPY

TERMS AND CONDITIONS CONSTITUTING PART OF LEASE ON REVERSE SIDE HEREOF.

3. Lessor may inspect the equipment at any time, and Lessee agrees to keep it in first class condition and repair at Lessee's expense and house the same in suitable shelter, and not to sell or otherwise dispose of his interest therein or in any equipment or accessories attached thereto.

4. Lessee promises and agrees to pay all specified rental installments in advance on the date designated for the payment herein without demand. Said rental shall be payable at the office of Lessor, or to such other person and/or at such other place as Lessor may from time to time designate in writing.

5. No title or right in said equipment shall pass to Lessee except the rights herein expressly granted. Plates or other markings will be affixed to or placed on said equipment by Lessor or at Lessor's request, by Lessee at Lessee's expense indicating that Lessor is the owner thereof and Lessee will not remove the same. Upon the termination of the lease period, Lessee will immediately crate, insure and ship the equipment to whatever destination Lessor shall direct, all at Lessee's expense, in as good condition as received less normal wear and tear. Said equipment shall always remain and be deemed personal property even though attached to realty. All replacements, accessories or capital improvements made to or placed in or upon said equipment shall become a component part thereof and title thereto shall be immediately vested in Lessor and shall be included under the terms hereof. The Lessee agrees that the Lessor is authorized, at its option, to file financing statement(s) or amendments thereto without the signature of the Lessee with respect to any or all of the leased property or if a signature is required by law, then the Lessee appoints Lessor as Lessee's attorney-in-fact to execute any such financing statement(s) and further agrees to reimburse the Lessor for the expense of any such filing(s).

6. Lessor may assign this lease and its assignee may assign the same. All rights of Lessor hereunder shall be succeeded to by any assignee hereof and said assignee's title to this lease, to the rental herein provided for to be paid, and in and to said equipment shall be free from all defenses, setoffs or counter-claims of any kind which Lessee may be entitled to assert against Lessor, Lessee hereby waiving the same as against such assignee, it being understood and agreed that any assignee of Lessor does not assume any obligations of the Lessor herein named. It is further understood and agreed, however, that Lessee may separately claim against Lessor as to any matters which Lessee may be entitled to assert against Lessor. Lessee shall not assign, mortgage or hypothecate this lease or any interest herein or sublet said equipment without the prior written consent of the Lessor. Any assignment, mortgage, hypothecation, or sublease by Lessee without such consent shall be void.

7. Lessee assumes the entire risk of loss or damages to the equipment, whether or not covered by insurance, and no such loss shall relieve Lessor of its obligations hereunder. Lessee agrees to keep the equipment insured to protect all interests of Lessor, at Lessee's expense against all risks of loss or damage from any cause whatsoever for not less than the unpaid balance of the lease rentals due hereunder or 80% of the then current value of said equipment, whichever is higher and in addition shall purchase insurance in an amount reasonable under the circumstances to cover the liability of Lessor for public liability and property damage. Said insurance policies and the proceeds therefrom shall be the sole property of Lessor and Lessor shall be named as an insured in all said policies and as sole loss payee in the policies insuring the equipment. The proceeds of such insurance, whether resulting from loss or damage or return premium or otherwise, shall be applied toward the replacement or repair of the said equipment or the payment of obligations of Lessee hereunder at the option of Lessor. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of and execute or endorse all documents, checks or drafts for loss or damage or return premium under any insurance policy issued on said equipment.

8. Lessee does hereby agree to indemnify and hold Lessor free and harmless against all claim, loss, liability and expense (including attorneys' fees) resulting from any loss or damage to the equipment and for injuries to, or deaths of persons, and damage to property, howsoever arising, directly or indirectly, from or incident to the use, operation or storage of the equipment and whether such injury or death to persons be of agents or employees of the Lessee or of third parties, it being specifically agreed to and acknowledged by the Lessee that the foregoing provision includes but is not limited to all claim, loss, liability and expense (including attorneys' fees) occurring by reason of any negligence (active or passive), omission, or other act or conduct of the Lessor or any third party acting for or on behalf of the Lessor.

9. Lessee agrees to use, operate and maintain said equipment in accordance with all laws, to pay all licensing or registration fees for said equipment, to keep the same free of levies, liens and encumbrances, to show the equipment as "leased equipment" on Lessee's personal property tax returns, to pay Lessor a sum equal to all personal property taxes assessed against the equipment, which sum Lessor shall remit to the taxing authority, to pay all other taxes, assessments, fees and penalties which may be levied or assessed on or in respect to said equipment or its use or any interest therein, or rental payments thereon, including but not limited to all federal, state and local taxes, however, designated, levied or assessed upon the Lessee and Lessor or either of them or said equipment, or upon the sale, ownership, use or operation thereof. Lessor may pay such taxes and other amounts and may file such returns on behalf of Lessee if Lessee fails to do so as provided herein. On written request from Lessor, Lessee agrees to reimburse Lessor for reasonable costs incurred in collecting any taxes, assessments or fees for which Lessee is liable hereunder and remitting the same to the appropriate authorities.

10. All advances made by Lessor to preserve said equipment or to pay insurance premiums for insurance thereon or to discharge and pay any taxes, assessments, fees, penalties, liens or encumbrances thereon shall be added to the unpaid balance of rentals due hereunder and shall be repayable by Lessee to Lessor immediately together with interest thereon at the rate of one and one-half (1 1/2%) per cent per month, if allowed by law, and if not allowed, then at the maximum rate of interest permissible in the applicable jurisdiction.

11. In the event Lessee shall default in the payment of any rent, additional rent, or any other sums due hereunder for a period of ten (10) days, or in the event of any default or breach of the terms and conditions of this lease, or any other lease between the parties hereto, or if any execution or other process shall be issued in any action or proceeding against the Lessee, whereby the said equipment may be taken or distrained, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against the Lessee or its property, or if the Lessee shall enter into any agreement or composition with its creditors, breach any of the terms of any loan or credit agreement, or default thereunder, or if the condition of the Lessee's affairs shall so change as to, in the Lessor's opinion, impair the Lessor's security or increase the credit risk involved, then and in that event the Lessor shall have the right to: (1) retake immediate possession of its equipment without any Court Order or other process of law and for such purpose the Lessor may enter upon any premises where said equipment may be and may remove the same therefrom with or without notice of its intention to do same, without being liable to any suit or action or other proceeding by the Lessee. Lessor may, at its option, sell the equipment at public or private sale for cash or on credit and may become the purchaser at such sale. The Lessor shall be liable for arrears of rent hereunder and under any other lease between the parties, if any; for any other charges due from Lessee hereunder and under any other lease between the parties, for the expense of retaking possession, and the removal of the equipment, and court costs, in addition to the balance of the rentals provided for herein, or in any renewal hereof, as well as for the balance of rentals due and to become due under any other lease between the parties, less the net proceeds of the sale of said equipment, after deducting all costs of taking, storage, repair and sale; and/or (2) accelerate the balance of rentals payable hereunder and under any other lease between the parties, thereby requiring prepayment of this lease and any other lease between the parties with all such rentals and charges due and payable forthwith upon such notice of acceleration and demand for payment, the Lessee nevertheless remaining and being liable for the return of the equipment and any loss or destruction of, or injury to, the equipment in the same manner as herein provided. The foregoing rights shall be in addition to and in limitation of the rights of a Secured Party, as set forth in the Uniform Commercial Code of the applicable jurisdiction. Should Lessee fail to make such payment after this notice and demand, Lessor shall be entitled to institute appropriate legal proceedings against Lessee with the Lessee being responsible for said rentals, charges, expenses and attorney fees in an amount equal to twenty percent (20%) of said balance of rentals, charges and expenses due at the time it is placed with an attorney, if allowed by law. In the event Lessor shall exercise any of its rights as above set forth, Lessee shall be obligated to pay, as interest, a sum equal to one and one-half percent (1 1/2%) per month, or any part thereof, on the aggregate unpaid rental payments due hereunder or under any other lease in default by reason hereof or otherwise, or until all arrears of rent are satisfied, provided said interest payments are allowed by law, and if not allowed by law, the maximum rate of interest permissible in the applicable jurisdiction. The rights granted the Lessor herein shall be cumulative and an action upon one shall not be deemed to constitute an election or waiver of the other right of action to which Lessor may be entitled. All sums due as herein above stated shall become immediately due and payable to be construed as liquidated damages rather than a penalty provision. Lessee hereby waives trial by jury.

12. In the event payment is not made when due hereunder and remains unpaid for a period of 15 days, and Lessor has not exercised its rights pursuant to Paragraph 11 hereof, the Lessee promises to pay (1) a late charge to the Lessor or its assigns not later than one month thereafter, in an amount calculated at the rate of five cents per \$1.00 of each such delayed payment. (2) interest to the Lessor upon each such delayed payment calculated at the rate of one and one-half (1 1/2%) per cent per month, or any part thereof, commencing one month after the due date of the first delayed payment. The late charge and/or the interest payments set forth in this paragraph shall apply only when permitted by law and, if not permitted by law, the late charge and/or interest payment shall be calculated at the maximum rate permissible in the applicable jurisdiction.

13. The omission by the Lessor at any time to enforce any default or right reserved in it, or to require performance of any of the terms, covenants or provisions hereof by the Lessee at any time designated, shall not be a waiver of any such default or right to which the Lessor is entitled, nor shall it in any way affect the right of the Lessor to enforce such provisions thereafter. The Lessor may exercise all remedies simultaneously, pursuant to the terms hereof, and any such action shall not operate to release the Lessee until the full amount of the rentals due and to become due and all other sums to be paid hereunder have been paid.

14. If the equipment or the Lessee is located in the States of California, Florida or Texas this lease, at the option of Lessor, is performable and payable in the City of Beverly Hills, California, Dade County, Florida or Dallas County, Texas respectively, and in the event that suit is brought to enforce the terms hereof the parties hereto agree that any court of competent jurisdiction situated in the abovesaid cities, counties and states shall have venue of such action; otherwise the parties agree that the interpretation and legal effect of this lease shall be governed by the laws of the State of New York.

GUARANTY

Undersigned guaranties performance of above lease by Lessee and payment of all sums due thereunder in event of default, hereby waiving notice of any modification, amendment or extension.

(Signature)

An Individual

Home Address

BOOK 475 PAGE 403

maryland national bank

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Statement Records at _____
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) Address(es)
 mmc J / Kathryn J. Seddon 1402 N. 12th Ave St. Arlington, VA 22209
 Kathryn
 Martha Marsh McJunkin 1309 N. Pierce St #316 Arlington, VA 22209

6. Secured Party Address 8400 Baltimore Blvd.
 Maryland National Bank College Park, MD 20740
 Attention: C.W. Driskill

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
 - B. Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - C. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods
 - D. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - E. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
 - F. All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - G. Specific Equipment. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - H. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.
8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

RECORD FEE 12.00
 POSTAGE .50
 #24127 0040 R01 115:5-4
 JUL 27 84

Kathryn J. Seddon (Seal)
 Kathryn J. Seddon
Martha Marsh McJunkin (Seal)
 Martha Marsh McJunkin
 _____ (Seal)
 _____ (Seal)

Secured Party
 Maryland National Bank
Charles W. Driskill (Seal)
 Cred. + MGR
 Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

207-95 REV 4/82

12-50

RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY
 1984 JUL 27 PM 3:55
 E. AUBREY COLLISON
 CLERK

Mailed to Secured Party

BOOK 475 PAGE 405

Schedule A

1974 25' Sailboat

Documentation No. 59606

2013183DES

FINANCING (CHATTEL) RECORDS - Anne Arundel COUNTY, MARYLAND

Not subject to Recordation Tax
Principal amount of debt secured is:
\$ 117,000.00

FINANCING STATEMENT

- 1. Debtor: Builders Design, Inc. Address: P. O. Box 18, Severna Park, Md. 21146
2. Secured Party: FIRST AMERICAN BANK OF MARYLAND Address: 8701 Georgia Avenue, Silver Spring, Maryland 20910
3. Trustees: Mary C. Martin, William E. Thompson Address: 8701 Georgia Avenue, Silver Spring, Maryland 20910

4. THIS FINANCING STATEMENT COVERS:

All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises described in Paragraph 6 herein (the "Premises") (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the Premises or any part thereof and used or usable in connection with any present or future operation of the Premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating equipment, power machinery, engines, pipes, tanks, motors, machinery engines, pumps, dynamos, generators, electrical and gas equipment, ash and fuel conveyors, conduits, switchboards, call systems, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, furnaces, boilers, stokers, shades, awnings, draperies, curtains, drapery and curtain rods, venetian blinds, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, vacuum cleaners, vacuum-cleaning systems, floor cleaning, waxing and polishing apparatus, attached cabinets, brackets, electrical signs, partitions, ducts and compressors, ornaments, tools, rugs, linoleum and other floor coverings, and signs, including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon the Premises or appropriated to the use thereof, and whether affixed or annexed or not; and

This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the premises hereinafter described for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of its business or in connection with the operation of the premises hereinafter described.

5. The aforesaid items are included as security in a certain Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits of even date given by the Debtor to the Trustees named above, and recorded, or intended to be recorded, among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure the indebtedness owned by the Debtor to the Secured Party.

6. Proceeds of collateral are covered by this Financing Statement.

Mailed to Secured Party 11-10 SC

RECORDATION FEE 1.1.00
POSTAGE .50
#64400 C345 R02 T18:06
JUL 27 84
E. AUBREY COLLISON
CLERK

7. The collateral hereinabove described, or interest of the Debtor therein, affects, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner as more fully described on Exhibit "A" attached hereto and by this reference incorporated herein and are more particularly described in the Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits hereinabove referenced.

DEBTOR:

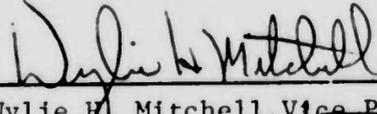
BUILDERS DESIGN, INC.

By:  (SEAL)

W. J. Spence, Jr.

SECURED PARTY:

FIRST AMERICAN BANK OF MARYLAND

By: 

Wylie H. Mitchell, ~~Vice President~~
(Title)

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to:

First American Bank of Maryland
8701 Georgia Avenue
Silver Spring, Maryland 20910
Attention: Mary C. Martin

EXHIBIT A

LEGAL DESCRIPTION

BEING KNOWN AND DESIGNATED as Lot No. 2, Block B, as shown on the Plat entitled "St. Ives", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 37, folio 18.

252952

maryland national bank

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Statement Records at Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) Pilgrim Marine East Corporation Address(es) 410 Severn Avenue
Annapolis, Maryland 21403

6. Secured Party Maryland National Bank Address Annapolis CLC
 Attention: Linda Seidl 1713 West Street
Annapolis, Maryland 21401

RECORD FEE 11.00
 POSTAGE .50
 #24139 0040 R01 709:2.3
 JUL 30 84

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed to or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Pilgrim Marine East Corporation
Walter Ramey Pres. (Seal)
Nancy J. Rausch V. P. (Seal) Treas.
[Signature] Chair. (Seal)
Gloria J. Miron Secretary (Seal)

Secured Party
 Maryland National Bank
[Signature] (Seal)
Linda Seidl / Credit Representative
 Type name and title

RECEIVED FOR RECORD
 ANNE ARUNDEL COUNTY
 CIRCUIT COURT T. A. S.
 1984 JUL 30 AM 9:23
 E. AUBREY COLLISON
 CLERK

Mailed to Secured Party

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above

207-95 REV 4/82

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:-

I HEREBY CERTIFY that on this 27th day of July, 1984 before me, the undersigned, personally appeared NANCY J. RAUSCH and signed the document in my presence.

WITNESS my hand and Notarial Seal.

[Signature]
 KATHRYN D. PRESCOTT

My Commission expires: 7/1/86

11.00
 50

10.50

BOOK 475 PAGE 409

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 801-7 Ed. 1/80

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 235866 recorded in
Liber 432, Folio 252 on December 16, 1980 (Date).

1. DEBTOR(S):

Name(s) JOHN J. SNEAD, JR.

Address(es) 133 ROESLER ROAD GLEN BURNIE, MD. 21061

2. SECURED PARTY:

Name UNION VENDING COMPANY INC.

Address 925 A AZAR AVE. NORTH, GLEN BURNIE, MD. 21061

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.
- 8.

9. SIGNATURES.

SECURED PARTY

RECORD FEE 10.00

POSTAGE .50

#64527 0055 R02 711:38

JUL 30 84

Union Vending, Inc.

By Clifford W. Cate

Clifford W. Cate, Secretary
(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 JUL 30 AM 11:38

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

TERMINATION OF FINANCING STATEMENT
CLERK'S OFFICE OF Anne Arundel COUNTY

Docket No. of Original 195364
356
Page 340
Number 418
86

This statement of termination is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

DEBTOR:

Name: Charles E. Jones and Patricia Jones

Address: 214 Magothy Road Glen Burnie, Maryland 21122
No. Street City State

RECORD FEE 10.00
POSTAGE .50
#24189 0040 R01 111:3-4
JUL 30 84

SECURED PARTY:

Name: American Bank & Trust Co. of Pa.

Address: P.O. Box 189 Reading, Pa. 19603
No. Street City State

The Secured Party certifies that there is no outstanding secured obligation of the Debtor to the Secured Party, and no commitment by the Secured Party to make advances, incur obligations, or otherwise give value to the Debtor.

The filing officer is hereby authorized:

- (a) to note said termination in the index.
- (b) to remove the financing statement from the files.
- (c) to return the original financing statement to the Secured Party.

Dated this 21 day of June, 1984.



Joseph Kravak
Signature of Secured Party
Joseph Kravak Asst. Banking Officer

Filing Fee:

10 -
.50

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 JUL 30 AM 11:52

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

File No.
Record Reference:
Liber..... Folio.....

FINANCING STATEMENT

..... Not subject to Recordation Tax. To Be Recorded in The Land Records
(For Fixtures Only).
xx Subject to Recordation Tax on prin-
cipal amount of \$ 9,000.00

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. The name(s) and address(es) of the Debtor(s) is(are)

| <u>Name of Debtor</u> | <u>Address</u> |
|-----------------------------|---|
| Walt's Service Center, Inc. | 2747 Annapolis Road Jessup, Maryland 20794 |

2. The name and address of the Secured Party (or Assignee) is:

THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland

to which this Statement should be delivered after it is recorded and from which additional information may be obtained.

3. This Financing Statement covers the following types (or items) of property (the collateral):

Three (3) model SP-84 Rotary Lifts

4. The collateral property is affixed or to be affixed to or is to be crops on the following real estate: (Describe - include house number and street or block reference where applicable).

5. xx Proceeds)
.....) of the collateral are also specifically covered.
xx Products)

RECORD FEE 11.00
RECORD TAX 63.00
POSTAGE .50
#24170 C040 R01 T11:35
JUL 30 84

Debtor

Secured Party (Assignee)

.....
Walt's Service Center, Inc.

THE CITIZENS NATIONAL BANK

By: Robert G. Beaumont
Robert G. Beaumont, President

By: Forrest R. McGraw
Forrest R. McGraw, Asst. V. President

By:

Type or print all names and titles under signatures.

11 -
63 -
.50

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CIRCUIT COURT, A.A. COUNTY

1984 JUL 30 AM 11:52

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

J-SS/MS
11/30/82
9/6/83
6/1/84

BOOK 475 PAGE 414

252956

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF

\$ _____

FINANCING STATEMENT

Robert M. Gast t/a Total Tan

Name or Names—Print or Type

300 W. 15th Avenue, Baltimore, Md. 21225
Address—Street No., City - County State Zip Code

1. Debtor(s):

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

Jumpers Equities Limited Partnership

Name or Names—Print or Type

8725 Loch Raven Blvd. Towson, MD 21204
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

All inventory, fixtures and equipment in Store #184-187 Jumpers Mall, Anne Arundel County, Maryland also known as 8066 Jumpers Mall, Ritchie Highway, Pasadena, Maryland 21122.

4. If above described personal property is to be affixed to real property, describe real property. Some of the above described personal property may be affixed to the above described store which is part of the real property shown on a plat entitled "Second Revision of Jumpers - the Mall & More" recorded in the land records of Anne Arundel County, Maryland at 3776/72-1.

5. If collateral is crops, describe real estate.

RECORD FEE 12.00
POSTAGE .50
#24171 0040 R01 111:36
JUL 30 84

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S): Total Tan

SECURED PARTY:

Robert M. Gast
(Signature of Debtor)

By: Robert M. Gast
Type or Print

(Signature of Debtor)

Type or Print

Jumpers Equities Limited Partnership
(Company, if applicable)

(Signature of Secured Party)

By: Randall C. White, Managing General
Type or Print Partner

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

THE MARYLAND CORPORATION - 8725 Loch Raven Blvd. - Towson, Md. 21204

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 JUL 30 AM 11:52

E. AUBREY COLLISON
CLERK

10.50

Anne Arundel County

Filing Fee: \$11.50

BOOK 475 PAGE 415

252957

File No.
Record Reference:
Liber..... Folio.....

FINANCING STATEMENT

- Not subject to Recordation Tax. To Be Recorded in The Land Records (For Fixtures Only).
- Subject to Recordation Tax on principal amount of \$.....

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. The name(s) and address(es) of the Debtor(s) is(are)

| <u>Name of Debtor</u> | <u>Address</u> |
|-----------------------|--|
| Radio World, Inc. | 1582 Annapolis Road Odenton, Maryland 21113 |
| | 3520 Fort Meade Road Laurel, Maryland 20707 |

2. The name and address of the Secured Party (or Assignee) is:
THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland 20707

to which this Statement should be delivered after it is recorded and from which additional information may be obtained.

3. This Financing Statement covers the following types (or items) of property (the collateral):

All inventory now owned and hereafter acquired of Radio World, Inc. at the above locations.

4. The collateral property is affixed or to be affixed to or is to be crops on the following real estate: (Describe - include house number and street or block reference where applicable).

RECORD FEE 11.00
POSTAGE .50
#24173 0040 R01 T11:37
JUL 30 84

5. Proceeds)
) of the collateral are also specifically covered.
 Products)

Debtor

Secured Party (Assignee)

Radio World, Inc.

THE CITIZENS NATIONAL BANK
Laurel, Maryland 20707

By: Alan N. Coccio
Alan N. Coccio, President

By: Marilyn F. Horton
Marilyn F. Horton, Asst. V.P.

By:

Type or print all names and titles under signatures.

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 JUL 30 AM 11:52

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

11-50

STATE OF MARYLAND

252958

FINANCING STATEMENT FORM UCC-1

Identifying File No. PC-180-78829-01

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 6/5/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

BOOK 475 PAGE 416

Name LLL, Inc. d/b/a Maryland Insurance Agency

Address 16 Village Green, Crofton, Maryland 21114

2. SECURED PARTY

Name John Hancock Financial Services, Inc.

Address John Hancock Pl., PO Box 111, Boston, MA 02117

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

- (1) IBM PC W/Keyboard
(1) EPSON FX100 Printer 160 CPS
SOFTWARE: Client File, Lotus 1, 2, 3/Money Manager

Including all accessions, attachments and accessories thereto.

Anne Arundel County

RECORD FEE 11.00
#24179 D040 R01 T11:45
JUL 30 84

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Signature of Debtor

LLL, Inc. d/b/a Maryland Insurance Agency
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

Signature of Secured Party

John Hancock Financial Services, Inc.
Type or Print Above Signature on Above Line

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CIRCUIT COURT, ANN. COUNTY

1984 JUL 30 AM 11:53

E. AUBREY COLLISON
CLERK

11-

MARYLAND FINANCING STATEMENT

BOOK 475 PAGE 417

(xx) Not Subject to Recordation Tax
() Recordation Tax of \$_____ on
Principal Amount of \$_____ is
enclosed/has been paid (strike
inapplicable phrase).

For Filing Officer
File No.:
Record Reference:
Date & Hour of Filing

This financing statement is presented to a filing officer pursuant to the
Uniform Commercial Code: **252959**

1. LESSEE Alton D. Grimes, Jr. T/A Reliable Used Cars
(Name or Names)
592 Crain Highway, Glen Burnie, Maryland 21061
(Address)

LESSEE _____
(Name or Names)

(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any)
Of LESSOR James Rockstroh
(Name or Names)
15 Kitzbuhel Road, Parkton, Maryland 21120
(Address)

4. This financing Statement covers the following types (or items) of property:

1 - Apple II C Computer System, Apple Monitor, Monitor Stand, Imagewriter Printer
and PFS File Manager.

S/N's: Computer- D440U1K, Monitor- B001834AZM4090, Printer- 351865

E. AUBREY COLLISON
CLERK
1984 JUL 30 AM 11:53
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CIRCUIT COURT, N.A. COUNTY

CD

Mailed to Secured Party

RECORD FEE 12.00
POSTAGE .50
#24180 C040 R01 711:46
JUL 30 84

Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Proceeds of Collateral are also covered Yes () No (xx)

LESSEE
Alton D. Grimes, Jr. T/A Reliable Used Cars
By: *Alton D. Grimes, Jr.*
(Title)
Alton D. Grimes, Jr. Proprietor
(Type or print name of person signing)
By: _____
(Title)

(Type or print name of person signing)

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: *Gordon T. Hill*
(Title)
Gordon T. Hill Pres.
(Type or print name of person signing)
Return to:
Chesapeake Industrial Leasing Co., Inc.
8767 Satyr Hill Road
Baltimore, Maryland 21234

1250

MARYLAND FINANCING STATEMENT

BOOK 475 PAGE 418

(xx) Not Subject to Recordation Tax
() Recordation Tax of \$_____ on
Principal Amount of \$_____ is
enclosed/has been paid (strike
inapplicable phrase).

For Filing Officer
File No.:
Record Reference:
Date & Hour of Filing

This financing statement is presented to a filing officer pursuant to the
Uniform Commercial Code: **252960**

1. LESSEE Aeronautical Radio, Inc.
2551 Riva Road, Annapolis, Maryland 21401
(Name or Names)
(Address)

LESSEE _____
(Name or Names)

(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any)
Of LESSOR Harbor Federal Savings & Loan Assn.
3200 Eastern Avenue, Baltimore, Maryland 21224
(Name or Names)
(Address)

4. This financing Statement covers the following types (or items) of property:

- One - Lanier, Model 176-5321, Communications Board
- One - Lanier, Model 177-2392, ASCII Software

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CLERK
1984 JUL 30 AM 11:53
E. AUBREY COLLISON
CLERK

RECORD FEE 11.00
POSTAGE .50
#24181 0040 R01 T11:46
JUL 30 84

Mailed to Secured Party

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE
Aeronautical Radio, Inc.
By: JR Lawson T. R. LAWSON
DIRECTOR, PURCHASING - CONTRACTS (Title)
(Type or print name of person signing)
By: _____
(Title)
(Type or print name of person signing)

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: R J Brown V.P.
R. J. Brown (Title)
(Type or print name of person signing)

Return to: Harbor Federal Savings & Loan
3200 Eastern Avenue
Baltimore, MD 21224
Attn: Bob Williams

1150

MARYLAND FINANCING STATEMENT

BOOK 475 PAGE 419

(xx) Not Subject to Recordation Tax
() Recordation Tax of \$_____ on
Principal Amount of \$_____ is
enclosed/has been paid (strike
inapplicable phrase).

For Filing Officer
File No.:
Record Reference:
Date & Hour of Filing

This financing statement is presented to a filing officer pursuant to the
Uniform Commercial Code: 252961

1. LESSEE The Logical Choice, Inc.
(Name or Names)
1400 Desoto Road, Baltimore, Maryland 21230
(Address)

LESSEE
(Name or Names)
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) of LESSOR Baltimore Federal Financial, F.S.A.
(Name or Names)
P.O. Box 116, Baltimore, Maryland 21203
(Address)

4. This financing Statement covers the following types (or items) of property:

- 1 - Strata 6 Telephone System
1 - 6 x 16 Key Service Unit
1 - External Power Supply
6 - Central Office Lines with Music on hold
11 - Telephones with 10 button touch tone
- Equipped busy lamp field
Intercom paths with call announce and hands free answer back
Music Source

RECORD FEE 11.00
POSTAGE .50
#24183 0040 RM T11-487
JUL 30 84

Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Proceeds of Collateral are also covered Yes () No (xx)

LESSEE LESSOR
The Logical Choice, Inc. CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: X Tom Geier CONTROLLER By: Gordon T. Hill Pres.
(Title) (Title)
Tom Geier Gordon T. Hill
(Type or print name of person signing) (Type or print name of person signing)

By: Return to: Baltimore Federal Savings & Loan
P. O. Box 116
Baltimore, MD 21202
Attn: Jack Stamerro

1984 JUL 30 AM 11:53
E. AUBREY COLLESON
PEER

WELDON RE
COURT, BALTIMORE
JD

United Insured Party

11:50

252962

BOOK 475 PAGE 420

FINANCING STATEMENT - FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 3242.30

If this statement is to be recorded in land records check here.

This financing statement Dated June 6, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name M&R Corporation

Address Oakwood Drive, Glen Burnie, Maryland

2. SECURED PARTY

Name UNITED BANK & TRUST CO. OF MD.

Address 9420 PA. AVE.

UPPER MARLBORO, MD. 20772 ATTN: MR. SAVAGE

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 - Encore 6/16 Key Service Unit
- 3 - Six Button telephones
- 1 - Station Card (4 Stations per Card)
- 1 - Trunk Card (4 Lines per Card)
- 1 - Central Processor Unit
- 1 - Tone Generator Card
- 2 - Wall Mount Kits
- 2 - 25' Long Coil Cords
- 3 - Directory Trays
- 1 - Trunk Card (2 Lines per Card)

RECORD FEE 11.00
 RECORD TAX 21.00
 POSTAGE .50
 024184 0040 R01 11:49
 JUL 30 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]
(Signature of Debtor)

M&R Corporation
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

United Bank & Trust Co. of Maryland
Type or Print Above Name on Above Line

11
21.00
50

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 JUL 30 AM 11:53 *CD*

E. AUBREY COLLISON
CLERK

United Secured Party

FINANCING STATEMENT - FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 3386.10

If this statement is to be recorded in land records check here.

This financing statement Dated June 6, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name R.S. Pharmacy, Inc.

Address 325 Hospital Drive, Glen Burnie, Maryland

2. SECURED PARTY

Name UNITED BANK & TRUST CO. OF MD.

Address 9420 PA. AVE.

UPPER MARLBORO, MD. 20772 ATTN: MR SAVAGE

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 - Encore 6/16 Key Service Unit
- 1 - Six Button telephones
- 1 - Station Card (4 Stations per Card)
- 1 - Trunk Card (4 Lines per Card)
- 1 - Trunk Card (2 Lines per Card)
- 1 - Central Processor Unit
- 1 - Tone Generator Card
- 2 - Wall Mount Kits
- 2 - 25' Long Coil Cords
- 3 - Directory Trays

RECORD FEE 11.00
 RECORD TAX 21.00
 POSTAGE .50
 #24185 0040 R01 111:50
 JUL 30 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Robert Joseph
(Signature of Debtor)

R.S. Pharmacy, Inc.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

United Bank & Trust Co. of Md.

Michael K. Kuhns
(Signature of Secured Party)

Michael K. Kuhns, Assistant Vice President
Type or Print Above Name on Above Line

11.00
21.00
.50

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 JUL 30 AM 11:54

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

Anne Arundel County, Md.

BOOK 475 PAGE 422

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

252964

1. DEBTOR

Name Woodward & Lothrop Incorporated

Address 11th and F Streets, N.W., Washington, D.C. 20013

Attn: Robert J. Mulligan

2. SECURED PARTY

Name Manufacturers Hanover Trust Company, as Agent

Address 270 Park Avenue, New York, New York 10017

Attn: Legal Department

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Annex A attached hereto and made a part hereof:

*RECORDATION TAX DOES NOT APPLY.***

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1984 JUL 30 PM 4:01

E. AUBREY COLLISON
CLERK

9

RECORD FEE 13.00

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

POSTAGE 50
264670 0055 R02 TJ 5:01
JUL 30 84

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

WOODWARD & LOTHROP INCORPORATED

MANUFACTURERS HANOVER TRUST COMPANY, AS AGENT

[Signature]
(Signature of Debtor)

Robert J. Mulligan

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature] AYP
(Signature of Secured Party)

Type or Print Above Signature on Above Line

Mailed to Secured Party

1300
50

ANNEX A TO UCC-1 FINANCING STATEMENT

DEBTOR:

WOODWARD & LOTHROP
INCORPORATED
11th and F Streets, N.W.
Washington, D.C. 20013
Attn: Robert J. Mulligan

SECURED PARTY:

MANUFACTURERS HANOVER
TRUST COMPANY, as Agent
270 Park Avenue
New York, New York 10017
Attn: Legal Department

Part 1

The UCC-1 Financing Statement to which this Annex is attached covers the following types (or items) of property:

1. The Debtor's Accounts; and
2. To the extent not otherwise included, all Proceeds and products of any or all of the foregoing.

Part II

For purposes of this Annex and the UCC-1 Financing Statement to which this Annex is attached:

"Accounts" shall mean any "account", as such term is defined in Section 9-106 of the Code, now or hereafter owned by the Company and, in any event, shall mean and include, but not be limited to, any and all accounts, accounts receivable, contract rights, book debts, notes, drafts, instruments, documents, acceptances, chattel paper and other forms of obligations now owned or hereafter received or acquired by or belonging or owing to the Company (including, under any trade names, styles or divisions thereof) whether arising out of goods sold or leased and/or services rendered by it or from any other transaction, whether or not the same involves the sale of goods or services by the Company (including, without limitation, any such obligation which might be characterized as an account, contract right, or chattel paper under the Uniform Commercial Code in effect in any jurisdiction) and all of the Company's rights in, to and under all purchase orders, instruments, receipts and other documents now owned or hereafter acquired or received by it evidencing obligations for and representing

payment for goods sold or leased and/or services rendered, and all of the Company's rights to any goods represented by any of the foregoing (including unpaid seller's rights or rescission, replevin, reclamation and stopping in transit and rights to returned, reclaimed or repossessed goods), and all moneys due or to become due to the Company under all contracts for the sale or lease of goods and/or the performance of services by it (whether or not yet earned by performance on the part of the Company) or in connection with any other transaction, now in existence or hereafter arising, including, without limitation, the right to receive the Proceeds of said purchase orders and contracts, and all collateral security and guarantees of any kind given by any Person with respect to any of the foregoing.

"Code" shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of New York.

"Collateral" shall mean all of the rights, assets and types (or items) of property described in Part I.

"Person" shall mean any individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture or other entity of whatever nature.

"Proceeds" shall have the meaning assigned to it under the Code and, in any event, shall include, but not be limited to, any and all amounts from time to time paid or payable under or in connection with any of the Collateral.

BOOK 475 PAGE 425

252965

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

| | | |
|---|---|---|
| 1. Debtor(s) (Last Name First) and address(es) Burlington Northern Air Freight, Inc. 18200 Von Karman Avenue Irvine, CA 92715 | 2. Secured Party(ies) and address(es) Connecticut Bank and Trust Co., N.A. as Owner Trustee One Constitution Plaza Hartford, Connecticut 06115 Attn: Corporate Trust Dept. | 3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 21.00 POSTAGE .50 #64629 0237 R02 T09:13 |
| 4. This financing statement covers the following types (or items) of property: See Exhibits A and B attached hereto and made a part hereof. | | 5. Assignee(s) of Secured Party and Address(es) Wilmington Trust Company as Indenture Trustee Rodney Square North Wilmington, DE 19890 Attn: Equipment Leasing Dept. Mailed to Secured Party JUL 31 84 |
| This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected. | | Filed with: |
| Check <input checked="" type="checkbox"/> if covered: <input checked="" type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented: | | |
| Burlington Northern Air Freight, Inc. By: <u>J. M. Davis</u> Signature(s) of Debtor(s) | Connecticut Bank and Trust Co., N.A. as Owner Trustee By: <u>[Signature]</u> Signature(s) of Secured Party(ies) (For Use in Most States) | |

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

RECEIVED FOR RECORD
CIRCUIT COURT, N.A. COUNTY

1984 JUL 31 AM 9:12

E. AUBREY COLLISON
CLERK

CD

2150

EXHIBIT A

1. All estate, right, title and interest of the Debtor in and to the equipment described in Exhibit B attached hereto and made a part hereof (collectively the "Equipment" and individually an "Item" or "Item of Equipment") constituting the Equipment leased and delivered under the Master Lease and Guarantee Agreement dated as of July 1, 1984 (the "Lease") among the Secured Party, as lessor, and the Debtor, as lessee (the "Lessee"), and the Pittston Company, as Guarantor, together with all accessories, equipment, parts and appurtenances appertaining or attached to any Item of Equipment, whether now owned or hereafter acquired, except such thereof as remain the property of the Debtor under the Lease, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to any and all of said Equipment (including without limitation any Parts and Alterations as defined in the Lease), except such thereof as remain the property of the Lessee under the Lease.

2. All estate, right, title and interest of the Secured Party in and to the Equipment has been assigned to Wilmington Trust Company as Indenture Trustee under the Trust Indenture and Mortgage dated as of July 1, 1984 ("Trust Indenture"), among the Secured Party, Wilmington Trust Company as Indenture Trustee and Morgan Guaranty Trust Company of New York, as Agent.

3. All estate, right, title and interest of Debtor in, to and under the Lease, including, without limitation, all amounts of Basic Rent, Supplemental Rent, insurance proceeds (other than public liability insurance proceeds and any proceeds of Excess Insurance as these terms are defined in the Lease) and requisition and other payments of any kind for or with respect to the Equipment and all rights of the Owner Trustee as Lessor under the Lease;

4. All the tolls, rents, issues, profits, revenues and other income of the property subjected or required to be subjected to the lien of the Trust Indenture, and all estate, right, title and interest of every nature whatsoever of the Debtor in and to the same and every part thereof.

5. All monies and securities deposited or required to be deposited with the Indenture Trustee pursuant to any term of the Trust Indenture or the Lease or required to be held by the Indenture Trustee under the Trust Indenture; and

6. All proceeds of the foregoing.

Notwithstanding any other provision of the foregoing, the right to Excepted Payments (as defined in Trust Indenture) shall not constitute part of the Indenture Estate (as defined in the Trust Indenture) and shall not be deemed to be granted under the foregoing.

THIS IS A PROTECTIVE FILING UNDER §9-408 OF THE UCC; THE PARTIES INTEND THE UNDERLYING TRANSACTION BETWEEN THEM AS A TRUE LEASE AND NOT AS A SECURED TRANSACTION

| Item | Serial No. | Lessee | Principal Place of Business of Lessee | County | State | Location of Equipment | County | State | Lessor's Cost |
|---|---|---|---------------------------------------|----------|-------|-----------------------|-----------|-------|---------------------------------------|
| Dusters MT 84-46655 | MT84-4665-1 thru 4 | Ranger Fuel Corp. | Ranger Fuel Corp. | Raleigh | WV | Wyoming | Wyoming | WV | 15,500.60 12,396.60 |
| Scoop Model 602 w/Winch Mine Battery | MT84-4665-5 & 6 21085 80405 & 80406 | Beckley No. 2 Mine | | | | Wyoming | Wyoming | WV | 86,965.00 14,976.00 |
| Longwall Face Conv. D9L Dozer | 1304 02450 | Clinchfield Coal Co. | | Russell | WV | Russell | Russell | VA | 693,000.00 340,000.00 |
| Longwall Face Conv. Supply Trailers | 1305 1577 thru 1579 | Moss No. 3pp McClure No. 1 Mine Splashdam Mine | | | | Dickenson | Dickenson | VA | 886,000.00 22,440.00 |
| Dir. Change-Eqpt. LW Cat. 225 Excavator | None 04225 01114 | Greenbriar Dock Engineering Dept. | | | | Dickenson | Dickenson | VA | 64,890.00 144,000.00 |
| Core Drill Machine 2-T. Truck | V541208 | Electrical Dept. | | | | Russell | Russell | VA | 123,354.52 24,331.94 |
| 14CM5-10 AKK Miner w/Options | JM 3654 JM 3668 | Jewell Ridge Coal Corp. Seaboard #2 Mine | Buchanan & Tazewell | | VA | Tazewell | Tazewell | VA | 504,297.00 504,297.00 |
| Stageloader - LW | 19400 | Badger Coal Co. Grand Badger Mine | | Upshur | WV | Upshur | Upshur | VA | 190,484.00 |
| 21SC Conversions Stamler Feeder | ET 12077 & ET 10995 12409 | Eastern Coal Corp. Stone Mine | | Pike | KY | Pike | Pike | KY | 194,450.00 90,623.00 |
| JD Wheel Ldr./Backhoe | 705289 | Ranger Fuel Corp. Bolt Contract | | Raleigh | WV | Wyoming | Wyoming | WV | 44,779.00 |
| Trimming Tailpiece Bolter End Boom | 104 | Clinchfield Coal Co. Moss 4 Mine | | Russell | WV | Russell | Russell | VA | 43,000.00 |
| Cutterhead Scrubber 992C End Loader | None 10046 49200415 | McClure 1 Mine Sycamore 4 Mine McClure River Pit. | | | | Dickenson | Dickenson | VA | 75,170.80 190,977.00 603,500.00 |
| D155 Dozer | 25411 | | | | | Dickenson | Dickenson | VA | 205,000.00 |
| Continuous Miner 2 - 10SC Shuttle Cars | JM 3507 ET 15581 & ET 15582 | Sewell Coal Co. Sewell 1 Mine | | Nicholas | WV | Nicholas | Nicholas | WV | 520,574.00 312,566.00 |
| 14 CMS Miners Belt Feeder | JM 3652 & JM 3653 12375 | Eastern Coal Corp. A-5 Mine | | Pike | KY | Pike | Pike | KY | 1,150,204.00 91,079.00 |
| 21SC Shuttle Car | ET 15621 & ET 15657 | Pegs Branch Mine | | Pike | KY | Pike | Pike | KY | 240,000.00 |

CLERK'S NOTATION
Document submitted for record in a condition not permitting satisfactory photographic reproduction.

BOOK 475 PAGE 428

DATE 475 NO 423

| Item | Serial No. | Lessee | Principal Place of Business of Lessee | | Location of Equipment | | Lessor's Cost |
|----------------------|---------------|---|---------------------------------------|-------|-----------------------|-------|---------------|
| | | | County | State | County | State | |
| Caterpillar | 38V02612 | Burlington Northern Air Freight Inc. | Orange | CA | Caddo Parish | LA | 16,861.99 |
| Caterpillar | 38V2751 | " | " | " | Los Angeles | CA | 21,661.04 |
| Caterpillar | 5G800459 | " | " | " | Los Angeles | CA | 17,572.50 |
| Caterpillar | 5G800458 | " | " | " | Los Angeles | CA | 17,572.50 |
| Hyster | B01081849E | " | " | " | Du Page | IL | 14,186.06 |
| Caterpillar | 38V2616 | " | " | " | Marlen | IN | 18,644.00 |
| Caterpillar | 38V03135 | " | " | " | Monroe | NY | 18,342.00 |
| United Tractor (Tug) | (Tug) 14423 | " | " | " | Anne Arundel | MD | 16,000.00 |
| Komatsu | 61623 | " | " | " | Douglas | NE | 6,825.00 |
| Caterpillar (2) | 69W01161 & 62 | " | " | " | Wayne | MI | 36,946.00 |
| Caterpillar | 38V03136 | " | " | " | N/A | PR | 21,558.44 |
| Caterpillar | 38V03351 | " | " | " | Hartford | CN | 23,133.02 |
| Caterpillar | 22V01020 | " | " | " | Polk | IA | 7,453.94 |
| Caterpillar | 38V03418 | " | " | " | Harris | TX | 20,210.97 |
| Caterpillar | 5G800917 | " | " | " | San Mateo | CA | 15,656.75 |

A.A. FINANCING

475 400

252966

FINANCING STATEMENT

- 1. Name of Debtor: Friendship Business Center Limited Partnership, a Maryland limited partnership
Address: c/o MIE Development Company
6665 Security Boulevard
Baltimore, Maryland 21207
- 2. Name of Secured Party: The First National Bank of Maryland
Address: Commercial Real Estate Division
BANC 101-820
P. O. Box 1596
Baltimore, Maryland 21203
Attention: Patricia A. Brian

JD

RECEIVED FOR RECORDING
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1984 JUL 31 AM 11:23
- AIRREY COLLISON

3. This Financing Statement covers the following types (or items) of property:

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated July 26, 1984 from Debtor to Patricia A. Brian and Anna M. Marcellino, Trustees, all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts in respect of any and all leases or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts are in existence or hereafter created and the proceeds thereof.

(c) Proceeds of all collateral are covered.

RECORD FEE 15.00
POSTAGE .50
#34671 0055 R02 T11:18
JUL 31 84

(d) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, including but not limited to all rights to insurance and condemnation proceeds.

- 4. Recordation tax has been paid to the Clerk of the Circuit Court of Anne Arundel County upon recording of the Deed of Trust.
- 5. The record owner of the real property described in the Deed of Trust is Friendship Business Center Limited Partnership.

10-11-84

Debtor:

FRIENDSHIP BUSINESS CENTER
LIMITED PARTNERSHIP,
a Maryland Limited Partnership

By: Friendship Business Center,
a Maryland General
Partnership

General Partner

By:  (SEAL)
Edward A. St. John
General Partner

Secured Party:

THE FIRST NATIONAL BANK
OF MARYLAND

By:  (SEAL)

Mr. Clerk: Return to Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202
ATTN: Alexander C. Short

PLEASE RECORD IN THE FINANCING STATEMENT RECORDS OF ANNE
ARUNDEL COUNTY, THE LAND RECORDS OF ANNE ARUNDEL COUNTY, THE
FINANCING STATEMENT RECORDS OF BALTIMORE COUNTY, AND WITH
THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

EXHIBIT A

All that parcel of land situate in Anne Arundel County, State of Maryland, and described more particularly as:

Beginning for the first and being known and designated as Lot No. 4R, as shown on the Plat entitled "Resubdivision of Lot 4R (Revised) BWI COMMERCE PARK", Plat Two, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 92, folio 43.

Beginning for the second and being known and designated as Lot No. 5R, as shown on the Plat entitled "Resubdivision of Lots 4 and 5 BWI COMMERCE PARK", Plat Two, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 23, folio 38.

Mills & Stodolny

252967

BOOK 475 PAGE 433

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (Tag):

1. Debtor(s) (Last Name First) and address(es)
ANDREW J. OATS
ETHEL M. OATS
8019 CROSS CREEK DR
GLEN BURNIE MD 51061

2. Secured Party(ies) and address(es)
U. S. E. C. C
6911 RICHMOND HWY.
ALEXANDRIA, Va. 22306

For Filing Officer (Date, Time, Number, and Filing Office)
RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1984 JUL 31 AM 11:28
E. AUBREY COLLISON
CLERK

4. This financing statement covers the following types (or items) of property:

7 replacement windows
Amount Financed \$3185.00

5. Assignee(s) of Secured Party and Address(es)
FINANCE ONE
P.O. Box 333
OWINGS MIL MD 21117

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: Clerk of the courts Anne Arundel Co., Court House Church Cir, Annapolis, MD 21404

X Andrew J. Oats
X Ethel M. Oats
Signature(s) of Debtor(s)

USCC
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy—Alphabetical

STANDARD FORM - FORM UCC-1.

RECORD FEE 11.00
RECORD TAX 21.00
#24240 0040 R01 11:19
JUL 31 84

11 -
21 -

FINANCING STATEMENT

RECORD FEE 11.00
POSTAGE .50
#24249 0040 R01 111:41
JUL 31 84

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax. This is a purchase money transaction
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____.

5. Debtor(s) Name(s) Address(es)
 Dixie Paper Box Co., Inc. P.O. Box 820
 Glen Burnie, Md 21061

6. Secured Party Address
 Equitable Bank, National Association 100 S. Charles Street
 Attention: Maryanna Warfield Baltimore, MD 21201
(Type name & title)
 Documentation Asst.

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors Dixie Paper Box Co., Inc.
 BY: Arthur N. Morris, Jr. (Seal) _____ (Seal)
 Arthur N. Morris, Jr., President
 _____ (Seal) _____ (Seal)

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

Form 609 (7/82)

EQUITABLE BANK, N.A.
RECORDATION CENTER
100 S. CHARLES STREET
BALTIMORE, MARYLAND 21201

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1984 JUL 31 AM 11:52
E. AUBREY COLLISON
CLERK

11.50
11.50

SCHEDULE A

BOOK 475 PAGE 435

This Schedule A is attached to and made a part of a Financing Statement by and between Equitable Bank, National Association, a National Banking Corporation and Dixie Paper Box Co., Inc., a Maryland General Corporation.

Section F collateral continued

1973 Harris/Aurelia 4 color offset press, model #151/651
Serial #9022



MARYLAND NATIONAL BANK
We want you to grow.SM
MEMBER FDIC

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY

CD

252969

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Statement Records at _____
- 3. Not subject to Recordation Tax. *PMSI*
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) _____ Address(es) _____
 Sudsville Laundries, Inc. 3417 Philips Drive
 Baltimore, Maryland 21208

RECORD FEE 11.00
FILED 10:45
JUL 31 84

6. Secured Party _____ Address _____
 Maryland National Bank P. O. Box 17047
 Attention: Loan Operations Center Baltimore, Maryland 21203

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:
- A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
 - B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
 - D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
 - F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.
8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

SUDSVILLE LAUNDRIES, INC.
 _____ (Seal)
 _____ (Seal)
 _____ (Seal)
 _____ (Seal)

Secured Party
 Maryland National Bank
 _____ (Seal)
 Richard C. Springer, Commercial Banking Officer
 Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.
 207-95 REV 7/83

RETURN TO:
 MARYLAND NATIONAL BANK
 A. H. LOAN COLLISION - 02
 P.O. BOX 17047
 BALTIMORE, MARYLAND 21203

RECEIVED IN
 CIRCUIT COURT
 CARROLL CO., MD.
 JUN 13 2 49 PM '84
 Mailed to Secured Party

11-50

4476800.9008

SCHEDULE A

All equipment located at Apartments in the Greens, 400 Falcon Court 2A, Westminster, Maryland 21157, including but not limited to:

- 62 General Electric Washers Model #WWC6840A WH
- 62 General Electric Dryers Model #DDC4400A WH

RECEIVED IN
 CIRCUIT COURT
 CARROLL COUNTY, MD.
 JUN 13 2 45 PM '84
DeMacke
made
 LARRY SHIPLEY
 ref. clerk
 covering clerk

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. 237308

RECORDED IN LIBER 436 FOLIO 116 ON April 6, 1981 (DATE)

1. DEBTOR: Name John E. & Sandra Marshall

Address 309 Clifton Ave, Arnold, Md 21012

2. SECURED PARTY: Name Commercial Credit Corporation

Address 53 McKinsey Road
Severna Park, Md. 21146

Person and Address To Whom Statement Is To Be Returned If Different From Above.

CHECK FORM OF STATEMENT

| | | |
|--|---|---|
| <p>A. CONTINUATION.....<input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. RELEASE.</p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases all or part of the following (described below). Indicate:</p> <p>PARTIAL RELEASE.....<input type="checkbox"/></p> <p>FULL RELEASE.....<input type="checkbox"/></p> | <p>C. TERMINATION.....<input checked="" type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.</p> |
| <p>D. ASSIGNMENT.....<input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown in 3 below, Secured Party's rights under the financing statement, bearing the file number shown above in the following property: (describe below)</p> | | <p>E. OTHER.....<input type="checkbox"/></p> <p>(Such as "amendment"; if amendment, both Debtor and Secured Party must sign)</p> |

RECORD FEE 10.00
POSTAGE .50
#24275 0040 R01 T11:49
JUL 31 84

3. Assignee of Secured Party(ies) from which security information obtainable:

Name _____

Address _____

Dated 6-21-84

Mailed to Secured Party

BC Cooper
(Signature of Secured Party)

BC Cooper
Type or Print Above Name on Above Line



RECEIVED FOR RECORD
CIRCUIT COURT T. A. COUNTY

1984 JUL 31 AM 11:52

E. AUBREY COLLISON
CLERK

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. 237434

RECORDED IN LIBER 436 FOLIO 274 ON April 14, 1981 (DATE)

1. DEBTOR: Name Ronald & Sandra O Dixon 21146
Address 814 Balto. Amp Blvd. Swena Pk, Md.

2. SECURED PARTY: Name Commercial Credit Corporation
Address 53 McKinsey Road
Swena Park, Md. 21146

Person and Address To Whom Statement Is To Be Returned If Different From Above.

CHECK FORM OF STATEMENT

| | | |
|---|--|--|
| <p>A. CONTINUATION.....<input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. RELEASE. From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases all or part of the following (described below). Indicate: PARTIAL RELEASE.....<input type="checkbox"/> FULL RELEASE.....<input type="checkbox"/></p> | <p>C. TERMINATION.....<input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.</p> |
| <p>D. ASSIGNMENT.....<input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown in 3 below, Secured Party's rights under the financing statement, bearing the file number shown above in the following property: (describe below)</p> | | <p>E. OTHER.....<input type="checkbox"/> (Such as "amendment"; if amendment, both Debtor and Secured Party must sign)</p> |

RECORD FEE 10.00
POSTAGE .50
#24256 D048 R01 111:50
JUL 31 84

3. Assignee of Secured Party(ies) from which security information obtainable:



Name _____
Address _____

Mailed to Secured Party

Dated 6-21-84

BL Cooper
(Signature of Secured Party)

BL Cooper
Type or Print Above Name of Above Line

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 JUL 31 AM 11:52

E. AUBREY COLLISON
CLERK

10-50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$40,000,000

If this statement is to be recorded in land records check here

This financing statement Dated July 30, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Nevamar Corporation
Address 8339 Telegraph Road, Odenton, Maryland 21113

2. SECURED PARTY

Name Manufacturer s Hanover Trust Company, as Agent
Address 270 Park Avenue, New York, New York 10017

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)
4. This financing statement covers the following types (or items) of property: (list)

All property of Debtor described in Schedule I hereto and incorporated herein by reference.

Filed with the Clerk of the Circuit Court of Anne Arundel County.

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

RECORD FEE 25.00
POSTAGE .50

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
(Products of collateral are also covered)

#64690 0055 R02 112:52

JUL 31 84

Signature of Debtor: John W. Collison
Nevamar Corporation
Type or Print Above Name on Above Line

Signature of Debtor

Signature of Secured Party: Allison B Conway
Manufacturer s Hanover Trust Company, as Agent
Type or Print Above Signature on Above Line

Recordation tax paid in connection with recordation of Deed of Trust among Debtor, Secured Party and others recorded or to be recorded among the Land Records of Anne Arundel County, Md. on the same date this financing statement is presented for recordation.

Please return to:
Kevin B. Wilkey
Simpson Thacher & Bartlett
270 Park Avenue
New York, New York 10017

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1984 JUL 31 PM 12:53
E. AUBREY COLLISON
CLERK

Handwritten initials and date: 2/5/84

Handwritten arrow pointing to the bottom of the page.

Schedule I to Financing
Statement Form UCC-1

Debtor: Nevamar Corporation
8339 Telegraph Road
Odenton, Maryland 21113

Secured Party: Manufacturers Hanover
Trust Company, as Agent
270 Park Avenue
New York, New York 10017

This Financing Statement covers all of the Debtor's right, title and interest in and to the following types (or items) of property (all of which being hereinafter collectively called the "Collateral"):

- (i) the Contract;
- (ii) all Accounts and General Intangibles in which the Debtor shall now or hereafter have any right, title or interest (including, without limitation, (A) all moneys due and claims for money due or to become due under any Contract, (B) any damages arising out of or for breach or default in respect of any such Account, (C) all other amounts from time to time paid or payable under or in connection with any such Account) and (D) all Trademarks, Trademark Licenses, Patents and Patent Licenses;
- (iii) all Inventory;
- (iv) all Equipment; and
- (v) to the extent not otherwise included, all Proceeds and products of any or all of the foregoing.

Defined Terms. As used in this Schedule I to Financing Statement Form UCC-1 the following terms shall have the following meanings:

"Accounts" shall mean any "Account", as such term is defined in Section 9-106 of the Code, and any "Chattel Paper", as such term is defined in Section 9-106 of the Code, in each case now or hereafter owned by the Debtor, and shall also mean and include any right of the Debtor to payment for goods sold or leased

or for services rendered which the Debtor may now have or hereafter acquire, whether or not such right has been earned by performance, including, without limitation, all accounts, accounts receivable, book debts, instruments and chattel paper, notes, drafts, acceptances, payments under leases of Equipment or sale of Inventory and other forms of obligations now or hereafter received by or belonging or owing to the Debtor for goods sold or leased and/or services rendered by it, and all of the Debtor's rights in, to and under all purchase orders, instruments, and other documents now or hereafter received by it evidencing obligations for or representing payment for goods sold or leased and/or services rendered, and all monies due or to become due to the Debtor under all contracts for the sale or lease for goods and/or the performance of services by it, now in existence or hereafter arising, including without limitation the right to receive the Proceeds of said purchase orders and contracts.

"Code" shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of New York.

"Contract" shall be the reference to the Purchase Agreement as it may from time to time be amended or supplemented.

"Equipment" shall mean any "equipment", as such term is defined in Section 9-109(2) of the Code, now or hereafter owned by the Debtor, and shall also mean and include all machinery, equipment, molds, tools, furnishings and fixtures now owned or hereafter acquired by the Debtor, including, without limitation, all items of machinery and equipment of any kind, nature, and description, whether affixed to real property or not, as well as trucks and vehicles of every description, trailers, handling and delivery equipment, fixtures and office furniture, as well as all additions to, substitutions for, replacements of or accessions to any of the items recited as aforesaid and all attachments, components, parts (including spare parts) and accessories whether installed thereon or affixed thereto and all fuel for any thereof.

"General Intangibles" shall have the meaning assigned to it under Section 9-106 of the Code, now or hereafter owned by the Debtor, and, in any event, shall include, but not be limited to, all customer

lists, Trademarks, Trademark Licenses, Patents, Patent Licenses, rights in intellectual property, licenses, permits and copyrights now or hereafter owned by the Debtor.

"Inventory" shall mean any "inventory", as such term is defined in Section 9-109(4) of the Code, now or hereafter owned by the Debtor, and shall also mean and include all inventory, wherever located, now owned or hereafter acquired by the Debtor or in which the Debtor now has or hereafter may acquire any right, title or interest, including, without limitation, all goods and other personal property now or hereafter owned by the Debtor which are held for sale or lease or are furnished or are to be furnished under a contract of service or which constitute finished products, returned products, goods, raw materials, work in process or materials used or consumed or to be used or consumed in the Debtor's business, or in the processing, packaging or shipping of the same, and all finished goods.

"Patent License" shall mean all of the following now or hereafter owned by the Debtor: any written agreement granting any right to practice any invention on which a Patent is in existence.

"Patent Rights" shall mean (a) any Patent owned by the Debtor that was acquired or obtained under a Patent License and (b) any of the Debtor's rights to use any Patent under a Patent License.

"Patents" shall mean all of the following now or hereafter owned by the Debtor: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country, and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

"Proceeds" shall have the meaning assigned to it under the Code and, in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the Debtor from time or time with respect to any of the

Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to the Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority), (iii) any claim of the Debtor against third parties for past, present or future infringement or dilution of any Trademark or Trademark License or Patent or Patent License or for injury to the goodwill associated with any Trademark, Trademark registration, Trademark licensed under any Trademark License, Patent, Patent registration or Patent licensed under any Patent License and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Third Party Trademark License" shall mean all of the following now or hereafter owned by the Debtor: any written agreement in which the Debtor is the licensee granting any right to a Third Party to use any Trademark or Trademark registration.

"Trademark License" shall mean all of the following now or hereafter owned by the Debtor: any written agreement granting to the Debtor any right to use any Trademark or Trademark registration but shall not mean any Third Party Trademark License.

"Trademark Rights" shall mean (a) any Trademark owned by the Debtor that was acquired or obtained under a Trademark License and (b) any of the Debtor's rights to use any Trademark under a Trademark License.

"Trademarks" shall mean all of the following now or hereafter owned by the Debtor: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired (other than by Third Party Trademark License), all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any

political subdivision thereof, and (ii) all reissues,
extensions or renewals thereof.

sent to Safeco Title

BOOK 475 PAGE 446

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 384 Page No. 550
Identification No. 217107 * Dated 3/31/84

1. Debtor(s) { Nevamar Corporation
Name or Names—Print or Type
Route 170 Odenton, MD 21113
Address—Street No., City - County State Zip Code

2. Secured Party { National City Bank
Name or Names—Print or Type
623 Euclid Street Cleveland, OH 44114
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

| | |
|---|--|
| <p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p> |

The statement above was continued on March 28, 1983 (Liber 460, Folio 187) and on April 10, 1983 (Liber 460, Folio 317).

RECEIVED FOR RECORDS
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1984 JUL 31 PM 12:53
E. AUBREY COLLISON
CLERK



RECORD FEE 10.00
POSTAGE .50

Dated: July 31, 1984 National City Bank
Name of Secured Party
BY: [Signature] Signature of Secured Party
Type or Print (Include Title if Company)

4692 DENY 102 712:53
JUL 31 84

Lucas Bros. Form T-1

Please return to: F. Dudley Staples, Jr., Esquire
Venable, Baetjer and Howard
1800 Mercantile Bank & Trust Building
Two Hopkins Plaza
Baltimore, MD 21201

1000/50

Safeco Title



MARYLAND NATIONAL BANK

We want you to grow.™

MEMBER FDIC

252971

BOOK 475 PAGE 447

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at
2. To Be Recorded among the Financing Statement Records at Anne Arundel County, Maryland
3. Not subject to Recordation Tax.
4. Subject to Recordation Tax on an initial debt in the principal amount of \$... The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to

5. Debtor(s) Name(s) Address(es)
Performance Cruising, Inc. 4079 Cadle Creek Road
Mayo, Maryland 21106

6. Secured Party Address
Maryland National Bank P. O. Box 871
Attention: T. Trainor Annapolis, Maryland 21404

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired...
B. Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired...
C. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired...
D. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents)...
E. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created...
F. All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired...
G. Specific Equipment. All of the equipment of each Debtor described on Schedule A attached hereto...
H. Other. All of the property of each Debtor described on Schedule A attached hereto...

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

PERFORMANCE CRUISING, INC.
Anthony J. Smith, President (Seal)

Secured Party
Maryland National Bank

Peggy A. Hall (Seal)

Peggy A. Hall
Type name and title
Commercial Banking Officer

RECORD FEE 11.00
POSTAGE 50
#64693 055 R02 T12:59
JUL 31 84

1984 JUL 31 PM 12:58
RECEIVED FOR RECORD
CIRCUIT COURT, A. COUNTY
E. AUBREY COLLISON
CLERK

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

207-95 REV 7/83

Mailed to Secured Party

Handwritten initials and date: 2/11/84

BOOK 475 PAGE 448

860

PERFORMANCE CRUISING, INC.
Schedule "A"

1984 Gemini 31 cruising catamaran, Hull #PCI001350784.

E. AUBREY COLLISON
CLERK

1984 JUL 31 PM 11 23 CD

RECEIVED FOR RECORDS
CIRCUIT COURT, MARYLAND

BOOK 475 PAGE 449

252972

*Arise
Anne Arundel
County*

FINANCING STATEMENT

| | |
|------------------------|-------|
| For Filing Officer Use | |
| File No. | |
| Date & | |
| Hour | |

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

| Name(s) of Debtor(s) or assignor(s) (Last Name First) | No. | Street | City | State |
|--|-----|--------|------|-------|
|--|-----|--------|------|-------|

Enright, James & Enright, Hiroko partners dba
J.R. Enright Company
Apollo Warehouse 8309 Sherwick Ct.
Jessup, MD

| Name of Secured Party or assignee | No. | Street | City | State |
|-----------------------------------|-----|--------|------|-------|
|-----------------------------------|-----|--------|------|-------|

ITT Commercial Finance Corp PO Box 2837-One Cherry Hill Cherry Hill NJ 08034

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

All inventory, raw materials, goods in process, finished goods, machines, machinery, furniture, furnishings, fixtures, vehicles, equipment, accounts receivable, book debts, notes, chattel paper, acceptances, rebates, incentive payments, drafts, contracts, contract rights, choses in action, and general intangibles, whether now owned or hereafter acquired, and all attachments, accessions and additions thereto, substitutions, accessories, and equipment therefor, and replacements and proceeds.

RECORD FEE 13.00
#24263 0040 R01 7:12:55
JUL 31 84

RETURN TO:

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

- 2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4. Proceeds of collateral are also covered: Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement ~~is~~ is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

Enright, James & Enright, Hiroko partners dba J.R. Enright Company

ITT COMMERCIAL FINANCE CORP (Seal)
(Corporate, Trust or Firm Name)

[Signature]
PARTNER
JAMES ENRIGHT, JR.
(Type or print name under signature)

[Signature]
PARTNER
HIROKO ENRIGHT

[Signature]
Signature of Secured Party or Assignee
Agent DAVID STRaub agt
(Owner, Partner or Officer and Title)
(Signatures must be in ink)

13 - 30

Mailed to Secured Party

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Timothy S. Slade

Address 356 North Dr. Severna Park, Md. 21146

2. SECURED PARTY

Name Key Capital Corp.

Address 57 River St. Wellesley Hills, Ma. 02181

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1979 Dickerson 37' custom serial DBB002721279
- Single diesel 30 h.p. serial 416-3T84
- Combi-IMI
- Depthsounder
- Knotmeter
- VHF 55 channel, Ritchie 5" compass
- Stereo, Hot/Cold pressure water, Edson wheel steering

RECORD FEE 11.00
#24264 0040 R01 T12:56
JUL 31 84

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

NOT SUBJECT TO RECORDATION TAX

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Timothy S. Slade
(Signature of Debtor)

Timothy S. Slade
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Joseph M. Durant
(Signature of Secured Party)

Joseph M. Durant
Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1984 JUL 31 PM 11:23
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

STATE OF MARYLAND

BOOK 475 PAGE 451

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated JUNE 5, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

252974

Name JOHN W CARROLL AND CHRISTIE CARROLL

Address 513 8TH ST, ANNAPOLIS, MD, 21403

2. SECURED PARTY

Name NORWEST FINANCIAL MARYLAND INC

Address 2020 D WEST ST

ANNAPOLIS, MD, 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 Color Television, 1 Black and White Television, 1 Washer,
- 1 Refrigerator, 1 Freezer, 1 Stove, 1 Vacuum Cleaner, 1 Piano,
- 1 Living Room Set, 1 Bedroom Set, 1 Dining Room Set

RECORD FEE 12.00
 POSTAGE .50
 #24272 0040 R01 T13:17
 JUL 31 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

John W. Carroll
(Signature of Debtor)

JOHN W CARROLL
Type or Print Above Name on Above Line

Anne Christie Carroll
(Signature of Debtor)

ANNE CHRISTIE CARROLL
Type or Print Above Signature on Above Line

12-50

Mailed to Secured Party

Glenn F. Foct
(Signature of Secured Party)

GLENN F FOCT
Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 JUL 31 PM 1:23

E. AUBREY COLLISON
CLERK

STATE OF MARYLAND

BOOK 475 PAGE 4527/09 A

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated MAY 10, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

252975

1. DEBTOR

Name EDITH M WATKINS AND RICHARD WATKINS
Address 7422 ROCKRIDGE RD, BALTIMORE, MD, 21208

2. SECURED PARTY

Name NORWEST FINANCIAL MARYLAND INC
Address 2020 D WEST ST
ANNAPOLIS, MD, 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) NOVEMBER 10, 1985

4. This financing statement covers the following types (or items) of property: (list)

2 Color Televisions, 1 Black and White Televisions, 1 Stereo, 1 Whirlpool Washer, 1 Whirlpool Dryer, 1 Whirlpool Dishwasher, 1 Whirlpool Refrigerator, 1 Freezer, 1 Stove, 1 Vacuum Cleaner, 5 Air Conditioners, 1 Piano, 1 Living Room Set, 1 Bedroom Set

RECORD FEE 12.00
POSTAGE .50
#24273 0040 R01 713:17
JUL 31 84

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1984 JUL 31 PM 1:23
E. AUBREY COLLISON
CLERK

Edith Watkins
(Signature of Debtor)
EDITH WATKINS

Type or Print Above Name on Above Line
Richard Watkins
(Signature of Debtor)
RICHARD WATKINS

Type or Print Above Signature on Above Line

Douglas M Smith
(Signature of Secured Party)
DOUGLAS M SMITH

Type or Print Above Signature on Above Line

12 -
.50

17/09

A

STATE OF MARYLAND

BOOK 475 PAGE 453

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated MAY 17, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

252976

1. DEBTOR

Name HENRY S. HAWKINS AND MICHELE HAWKINS

Address 17023 FAIRWAY VIEW LN, UPPER MARLBOR, MD, 20772

2. SECURED PARTY

Name NORVEST FINANCIAL MARYLAND INC

Address 2020 D WEST ST

ANNAPOLIS, MD, 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 Black and White Television, 1 Stereo, 1 Kenmore Washer, 1 Kenmore Dryer,
- 1 Kenmore Dishwasher, 1 Refrigerator, 1 Freezer, 1 Stove, 1 Sewing Machine
- 1 Vacuum Cleaner, 1 Living Room Set, 1 Bedroom Set, 1 Dining Room Set,

RECORD FEE 12.00
 POSTAGE .50
 #24274 0040 R01 T13:18
 JUL 31 8-4

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Henry S Hawkins
(Signature of Debtor)

HENRY S HAWKINS
Type or Print Above Name on Above Line

Michelle P Hawkins
(Signature of Debtor)

MICHELLE P HAWKINS

Type or Print Above Signature on Above Line

Mailed to Secured Party

JD

RECEIVED FOR RECORD
CIRCUIT COURT, S.A. COUNTY

1984 JUL 31 PM 1:23

E. AUBREY COLLISON
CLERK

Douglas M Smith
(Signature of Secured Party)

DOUGLAS M SMITH

Type or Print Above Signature on Above Line

12-50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated MAY 17, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

252977

Name CLYDE M IRELAND AND SHIRLEY IRELAND
Address 35 HICKS AVE, ANNAPOLIS, MD, 21401

2. SECURED PARTY

Name HERVEST FINANCIAL MARYLAND INC
Address 2020 D WEST ST
ANNAPOLIS, MD, 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 Color Television, 1 Washer, 1 Refrigerator, 1 Living Room Set
1 Bedroom Set

RECORDED FEE 12.00
POSTAGE .50
#24275 0040 R01 713:18
JUL 31 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

12-
.50

Clyde M Ireland
(Signature of Debtor)

CLYDE M IRELAND

Type or Print Above Name on Above Line

Shirley Ireland
(Signature of Debtor)

SHIRLEY IRELAND

Type or Print Above Signature on Above Line

Mailed to Secured Party

CO

RECEIVED FOR RECORD
CIRCUIT COURT FOR BALTIMORE COUNTY

1984 JUL 31 PM 1:23

E. AUBREY COLLISON
CLERK

Glenn F Foelt
(Signature of Secured Party)

GLENN F FOELT

Type or Print Above Signature on Above Line

STATE OF MARYLAND

BOOK 475 PAGE 455 29/42A

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated MAY 29, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 252978

1. DEBTOR

Name WILSON O DELAWDER AND ELLENE DELAWDER
Address 7757 EVERHILL RD, GLEN BURNIE, MD, 21061

2. SECURED PARTY

Name NORTHEAST FINANCIAL MARYLAND INC
Address 2020 D WEST ST ANNAPOLIS, MD, 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
2 Color Televisions, 1 Stereo, 1 Washer, 1 Dryer, 1 Refrigerator, 1 Stove, 1 Vacuum Cleaner, 1 Living Room Set, 1 Bedroom Set

RECORD FEE 12.00
POSTAGE .50
#24276 0040 R01 T13:19
JUL 31 84

CHECK THE LINES WHICH APPLY

- 6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

RECEIVED FOR RECORD
CIRCUIT COURT, ANN. COUNTY
1984 JUL 31 PM 11 24
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

Wilson O Delawder (Signature of Debtor)
WILSON O DELAWDER
Type or Print Above Name on Above Line
Ellene E Delawder (Signature of Debtor)
ELLENE E DELAWDER
Type or Print Above Signature on Above Line

Glenn F Focht (Signature of Secured Party)
GLENN F FOCHT
Type or Print Above Signature on Above Line

12-50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated JUNE 14, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

252979

1. DEBTOR

Name JAMES D BARTON AND BETTY BARTON
Address 306 WINDLEAF CT, GLEN BURNIE, M.D. 21061

2. SECURED PARTY

Name WINTER FINANCIAL MARYLAND INC
Address 2020 D WEST ST
ANNAPOLIS, MD, 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

2 Color Televisions, 1 Black and White Television, 1 Stereo, 1 Washer, 1 Dryer, 1 Dishwasher, 1 Refrigerator, 1 Stove, 1 Sewing Machine, 1 Vacuum Cleaner, 1 Living Room Set, 1 Bedroom Set, 1 Dining Room Set

RECORD FEE 12.00
POSTAGE .50
#24277 0040 R01 113:19
JUL 31 84

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT - ANNE ARUNDEL COUNTY

1984 JUL 31 PM 1:24
CD E. AUBREY COLLISON
CLERK

1250

James D Barton
(Signature of Debtor)

JAMES D BARTON
Type or Print Above Name on Above Line

Betty S. Barton
(Signature of Debtor)

BETTY BARTON
Type or Print Above Signature on Above Line

Glenn F. Foht
(Signature of Secured Party)

GLENN F FOHT
Type or Print Above Signature on Above Line

BOOK 475 PAGE 457

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 18/37

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated MAY 19, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

252980

Name JOHN F MORRISON AND PEGGY MORRISON
Address 1135 HARBOR WALK DR, CRANESVILLE, MD, 21032

2. SECURED PARTY

Name NTRWEST FINANCIAL LEASING INC
Address 2020 D WEST ST
ANNAPOLIS, MD, 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

- 2 Television Set, 1 Stree, 1 Washer, 1 Dryer, 1 Refrigerator, 1 Stove, 1 Sewing Machine, 1 Vacuum Cleaner, 1 Living Room Set, 1 Bedroom Set, 1 Dining Room Set

RECORD FEE 12.00
POSTAGE .50
#24278 0040 R01 T13:20
JUL 31 84

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1984 JUL 31 PM 1:24
E. AUBREY COLLISON
CLERK

(Signature of Debtor)
JOHN F MORRISON
Type or Print Above Name on Above Line

12-50 (Signature of Debtor)
PEGGY B MORRISON
Type or Print Above Signature on Above Line

(Signature of Secured Party)
ABIGAIL M DOHM
Type or Print Above Signature on Above Line

14/75 R

STATE OF MARYLAND

BOOK 475 PAGE 458

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated JUNE 14, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

252981

Name RICHARD D KLEIN AND ALECIA KLEIN

Address 292 WEST ST, ANNAPOLIS, MD, 21403

2. SECURED PARTY

Name WEST FINANCIAL LEASING INC

Address 2020 D WEST ST

ANNAPOLIS, MD, 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 Color Television, 1 Living Room Set, 1 Bedroom Set

RECORD FEE 12.00
POSTAGE .50
#24279 0040 R01 713:20
JUL 31 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

12-50

Richard D Klein
(Signature of Debtor)

RICHARD D KLEIN

Type or Print Above Name on Above Line

Alecia M Klein
(Signature of Debtor)

ALECIA M KLEIN

Type or Print Above Signature on Above Line

Mailed to Secured Party

Glenn F. Focht
(Signature of Secured Party)

GLENN F FOCHT

Type or Print Above Signature on Above Line

CO

RECEIVED FOR RECORDS
CIRCUIT COURT BALTIMORE COUNTY

1984 JUL 31 PM 1:24

E. AUBREY COLLISON
CLERK

BOOK 475 PAGE 459

252982

MARYLAND AVIATION HISTORICAL SOCIETY, INC.

FINANCING STATEMENT

To Be Recorded Among The Financing Statement Records

DEBTOR'S NAME:

Maryland Aviation Historical Society, Inc.
780 East Fairview Avenue
Annapolis, Maryland 21403

SECURED PARTY'S NAME AND ADDRESS:

Lester H. Iager
756F Fairview Avenue
Annapolis, Maryland 21403

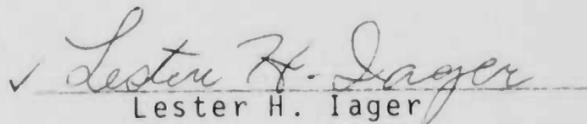
This Financing Statement covers the following property and all proceeds of any insurance policies covering all or any part of such property up to the amount of the monies owed Lester H. Iager under the Promissory Note attached hereto.

FIFTEEN THOUSAND (\$15,000.00) DOLLAR NOTE PLUS INTEREST AS EVIDENCED BY THE ATTACHED PROMISSORY NOTE DATED JULY 11, 1984, ON THE YACHT, "Bee Jay".

RECORD FEE 11.00
POSTAGE 50
954895 0855 007 113:27
JUL 31 94

Secured Party

 SEAL

✓ 
Lester H. Iager

Mr. Clerk: Please return to LESTER H. IAGER at the address set forth in the paragraph above.

RETURNED TO SECURED PARTY

11/00
50

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 JUL 31 PM 1:26

E. AUBREY COLLISON
CLERK



STATE OF MARYLAND

Anne Arundel County Circuit Ct.

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 34,241.90

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

BOOK 475 20450

252983

1. DEBTOR

Name Zborai Tire and Service Center, Inc.
Address 7501 Baltimore Annapolis Blvd., Glen Burnie, MD 21061

SECURED PARTY

Name Manufacturers Hanover Leasing Corporation
Address 4000 Executive Park Drive, Suite 200, Cincinnati, Ohio 45241

Attention: Donna L. Teater
Person And Address To Whom Statement Is To Be Returned If Different From Above.

Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

(See Exhibit A attached hereto and made a part thereof.)

Debtor has no power to sell or otherwise dispose of the property covered hereby.

RECORD FEE 11.00
RECORD TAX 238.00
POSTAGE .50
#24287 0040 R01 114:33
JUL 31 84

Contract No. K002-00101

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

ZBORAI TIRE AND SERVICE CENTER, INC.

By: X [Signature] (Signature of Debtor)

Zborai Tire and Service Center, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

MANUFACTURERS HANOVER LEASING CORPORATION

By: [Signature] (Signature of Secured Party)

Christopher A. Compton, Vice President
Manufacturers Hanover Leasing Corporation
Type or Print Above Signature on Above Line

1984 JUL 31 PM 2:32
RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
E. AUBREY COLLISON
CLERK

11 238.00

EXHIBIT A

EQUIPMENT DESCRIPTION PURSUANT TO SECURITY AGREEMENT DATED AS OF _____

BOOK 475 PAGE 461

| <u>ITEM NO.</u> | <u>QTY.</u> | <u>MANUFACTURER</u> | <u>MODEL/DESCRIPTION</u> | <u>LOCATION</u> |
|-----------------|-------------|---------------------|--|--|
| 1 | 1 | Bear | 40-950, Ace Diagnostic Center (Includes the following) 43-212 Ford EECIV, MCU and GMC3 Computer Module, 42-904 Gas Analyzer, 43-195 Printer, Roll Around Stand | Zborai Tire and Service Center, Inc. 7501 Baltimore Annapolis Blvd. Glen Burnie, MD 21061 |
| 2 | 1 | Hunter | All11D4S Alignment Instrumentation - Stationary Unit | |
| 3 | 1 | Hunter | 167-45-1, Printer | |
| 4 | 1 | Hunter | 30-158-1, Remote Unit | |
| 5 | 1 | Hunter | 45-251-1, Spec Memory | |
| 6 | 1 | Hunter | 209-42, Twin Post Rack (1 Air Jack) | |
| 7 | 1 | Hunter | 133-35-1 Swing Air Jack | |

Together with all accessions, additions and attachments thereto, replacements and substitutions therefor and all proceeds (including proceeds of insurance) thereof.

ACC# 074-06-0000-434348
Anne Arundel County

BOOK 475 PAGE 462

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. # 228812 Dated October 17, 1979
Record Reference Liber 417 Page 197

2. DEBTOR is:

Name: Jumpers Merchant Assoc., Jumpers Mall
(Last Name First)

Address: Richie Highway & Jumperhole Rd. Pasadena, Maryland 21122

3. SECURED PARTY is:

Name: Union Trust Company of Maryland

Address: 210 Guilford Ave. Baltimore, Maryland 21203

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO: UNION TRUST COMPANY OF MARYLAND
BALTIMORE AND ST. PAUL STREETS, BALTIMORE, MARYLAND 21203

RECORD FEE 10.00
POSTAGE .50
#24290 0040 RD1 114:36
JUL 31 84

SECURED PARTY:

Union Trust Company of Maryland

Date: June 15, 19 84

By: Charles Denbow
Consumer Loan Officer

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY

1984 JUL 31 PM 2:44
E. AUBREY COLLISON
CLERK

012-1721-0537

Term 310.00
Postage .50
1050

10.50

Mailed to Secured Party

UNION TRUST CO. OF MD.
CONSUMER LOAN DEPT.
P. O. BOX 1573
BALTIMORE, MD. 21203

J. M. HITCH

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$ 25,000.00

FINANCING STATEMENT

1. Debtor(s):

Robert Thorpe Hyson
Name or Names—Print or Type
1524 Puffin Court Pasadena-A. A. County MD 21122
Address—Street No., City - County State Zip Code

Eileen Margaret Hyson
Name or Names—Print or Type
1524 Puffin Court Pasadena-A. A. County MD 21122
Address—Street No., City - County State Zip Code

2. Secured Party:

Irvington Federal Savings and Loan Association of Baltimore City
Name or Names—Print or Type
4106 Frederick Avenue Baltimore City MD 21229
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

SEE ATTACHED

RECORD FEE 12.00
POSTAGE .50
#24294 0040 R01 714:39
JUL 31 84

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1984 JUL 31 PM 2:44
E. AUBREY COLLISON
CLERK

DEBTOR(S):

Robert T. Hyson
(Signature of Debtor)
ROBERT T. HYSON
Type or Print

Eileen M. Hyson
(Signature of Debtor)
EILEEN M. HYSON
Type or Print

SECURED PARTY:

IRVINGTON FEDERAL SAVINGS AND LOAN
(Company, if applicable)

WILLIAM J. OTTEY, VICE PRESIDENT
(Signature of Secured Party)
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Irvington Federal Savings & Loan Association
4106 Frederick Avenue
Lucas Bros. Form F-1 Baltimore, Maryland 21229

Mailed to Secured Party

12-50

BOOK 475 PAGE 464

KIMBERLY PRESS

EQUIPMENT TO BE USED AS COLLATERAL

- 1 - PITNEY BOWES FOLDER
- 1 - BAUM FOLDER (T1072722N)
- 1 - FRANKLIN COMPUTOR (101-6649-35)
- 1 - BROTHERS TYPEWRITER (K31642065)
- 1 - NUARC PLATE BURNERS (34K62-27)
- 1 - THOMAS COLLATOR (6702162)
- 1 - 1250 MULTICITH PRESS (783451)
- 1 - 1250 MULTICITH PRESS (392406)
- 1 - 1250W MULTICITH PRESS (73535)
- 1 - PLATE DEVELOPER (5530)
- 1 - 10x15 WEIDELBERG PRESS (101507E)
- 1 - LUDLOW (3685)
- 2 - LIGHT TABLES (NO SERIAL NUMBER)
- 1 - ROUND CORNER MACHINE (6828)
- 1 - BROWNS CAMERA (E2-238)

FINANCING STATEMENT

1. Debtors:

David L. Brack
Anne E. Brack

Address:

1502 Pine Bluff Way
Arnold, Maryland 21014

2. Secured Parties:

Second National Building & Loan, Inc.
William F. Brooks, Jr., Trustee
Donna M. Pittman, Trustee

Address of all Secured Parties:

c/o Second National Building & Loan, Inc.
Phillip Morris Drive & Route 50
Salisbury, Maryland 21801

3. This Financing Statement covers:

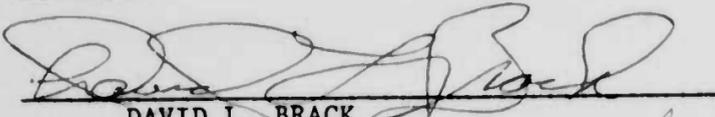
All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the unit or real property hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in said property or any part thereof and used or usable in connection with any present or future operation of said property and now or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling, and air-conditioning apparatus, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, and security systems.

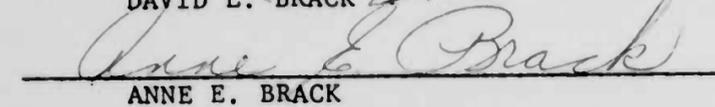
4. The aforesaid items are included as security in a deed of trust given by Debtor to William F. Brooks, Jr., and Donna M. Pittman, Trustees, and recorded or intended to be recorded among the Land Records of Worcester County, Maryland, securing an indebtedness owed by Debtor to Second National Building & Loan, Inc.

5. Proceeds of collateral are covered hereunder.

6. The unit or real property in which the items set forth in Paragraph 3 of this Financing Statement refer is known as: Unit No. 801, Sea Gate Condominium, 30th Street Ocean City, Maryland.

Debtors:



DAVID L. BRACK


ANNE E. BRACK

RECORD FEE 12.00
POSTAGE .50
#24298 0040 R01 T14:43
JUL 31 84

CO

To the Filing Officer: After this statement has been recorded, please mail the same to: Second National Building & Loan, Inc., Phillip Morris Drive & Route 50, Salisbury, Maryland 21801.

12 -
.50

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, W. VA. COUNTY
1984 JUL 31 PM 2:45
E. AUBREY COLLISON
CLERK

STATE OF MARYLAND

BOOK 475 PAGE 466

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____
INSTALLMENT PLAN NOT SUBJECT TO RECORDATION TAX.

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

252987

1. DEBTOR

Name Refuse Removers, Inc.
Address P. O. Box 167, Annapolis, MD 21401

2. SECURED PARTY

Name Circle Business Credit, Inc.
Address P. O. Box 24123, Louisville, KY 40224

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE
POSTAGE

11.00
.50

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
Two (2) Accurate 20 cu. yd. Open Top Roll Off Containers, S/N's 12428 and 12430; One (1) Hesco 40 cu. yd. Open Top Container w/cable understructure, S/N HC-130; One (1) Cavalier 40 cu. yd. Open Top Roll Off Container, S/N 0371; One (1) Hico 20-Cu. yd. Open Top Container, S/N 4170; One (1) Hico R2278 39 yd. Open Top Roll Off Container, S/N 18776; Five (5) Hico 30 cu. yd. Open Top Containers, S/N's 4120, 4257, 4273, 4274 and 4299; including all attachments, additions, replacements & substitutions to or of said equipment & all future advances; contract rights, accounts receivable and proceeds of rentals or 1 leases generated by subject equipment.

FILED WITH ANNE ARUNDEL CLERK OF THE CIRCUIT COURT, MD.

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate) #64735 C237 R02 T15428 JUL 31 84

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

XXX (Proceeds of collateral are also covered)
 (Products of collateral are also covered)

[Signature]
(Signature of Debtor)

Refuse Removers, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Circle Business Credit, Inc.
Type or Print Above Signature on Above Line

Mailed to Secured Party

CD

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1984 JUL 31 PM 3:27

E. AUBREY COLLISON
CLERK

STATE OF MARYLAND

BOOK 475 PAGE 467

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

INSTALLMENT PLAN NOT SUBJECT TO RECORDATION TAX.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

752988

Name Refuse Removers, Inc.
Address P. O. Box 167, Annapolis, MD 21401

2. SECURED PARTY

Name Circle Business Credit, Inc.
Address P. O. Box 24123
Louisville, KY 40224

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

SEE SCHEDULE "A" ATTACHED; including all attachments, additions, replacements & substitutions to or of said equipment & all future advances; contract rights, accounts receivable and proceeds of sales or leases generated by subject equipment.

FILED WITH ANNE ARUNDEL CLERK OF THE CIRCUIT COURT, MARYLAND

RECORD FEE 11.00
POSTAGE 50
46-5733 0237 102 115:29
JUL 31 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

W. Stewart
(Signature of Debtor)

Refuse Removers, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Thomas L. ...
(Signature of Secured Party)

Circle Business Credit, Inc.
Type or Print Above Signature on Above Line

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1984 JUL 31 PM 3:27

E. AUBREY COLLISON
CLERK

EQUIPMENT/COLLATERAL

One (1) Lewistee 40 cu. yd. Open Top EZZEE Roll-Off Container, S/N 3925

Two (2) Lewistee 30 cu. yd. Open Top EZZEE Roll-Off Containers, S/N's 3906 and 3931

Three (3) WOLDS Front Load Containers, S/N's 3999, 4000 and 4001

Forty-Six (46) Lewistee 3 cu. yd. Front Loading Containers, S/N's
82-7113, 82-7123, 82-7147, 82-7156, 82-7165, 82-7174, 82-7187, 82-7204,
82-7218, 82-7228, 82-7234, 82-7239, 82-7240, 82-7244, 82-7238, 82-7302,
82-7344, 82-7345, 82-7368, 82-7380, 82-7381, 82-7398, 82-7804, 82-7305,
82-7808, 82-7814, 82-7815, 82-7817, 82-7818, 82-7819, 82-7822, 82-7823,
82-7824, 82-7825, 82-7828, 82-7829, 82-7832, 82-7837, 82-7838, 82-7844,
82-7847, 82-7850, 82-7855, 82-7858, 82-7866 and 82-7877.

Thirty-Eight (38) Lewistee 4 cu. yd. High Front Load Containers, S/N's
82-7143, 82-7157, 82-7194, 82-7196, 82-7289, 82-7323, 82-7332, 82-7333,
82-7389, 82-7400, 82-7452, 82-7500, 82-7501, 82-7502, 82-7503, 82-7504,
82-7505, 82-7507, 82-7508, 82-7600, 82-7610, 82-7612, 82-7620, 82-7621,
82-7631, 82-7639, 82-7640, 82-7642, 82-7644, 82-7648, 82-7672, 82-7674,
82-7675, 82-7682, 82-7686, 82-7636, 82-7630 and 82-7694.

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to UCC.

1. NAME AND ADDRESS OF DEBTOR:

The Great American Submarine, Inc. ✓
7559 Ritchie Highway
Glen Burnie, Maryland 21061

2. NAME AND ADDRESS OF SECURED PARTY:

Union Trust Company of Maryland
P.O. Box 1077
Baltimore, Maryland 21203 / ATTN: Robert G. Holmes, Vice-President

3. This Financing Statement covers all:

- Machinery, equipment, fixtures and furniture now owned or hereafter acquired, together with attachments, accessories, etc.
- Inventory, raw materials, etc., including after acquired and proceeds.
- Accounts, including after acquired, and proceeds.
- Contract rights, including after acquired, and proceeds.
- Right, title and interest in and to the liquor license issued with respect to the premises located at _____, and all renewals thereof.
- Automotive equipment now owned or hereafter acquired, together with attachments, accessories, etc.
- Some of the property described herein is affixed to the real estate known generally as 7559 Ritchie Highway, Glen Burnie, Maryland 21061, more particularly described in Exhibit "A" hereto. The names of record owners of the property**

4. APPLICABLE ONLY TO TWELVE YEAR LOANS: Maturity date: _____

5. This transaction is , is not exempt from the recordation tax. Principal amount of the Debt is \$ _____.

DEBTOR:

American
THE GREAT SUBMARINE, INC
By: *Barry Sayer Pres.*
BARRY SAYER - PRES

RECORD FEE 13.00
POSTAGE .50
#24311 0040 R01 715:48
JUL 31 84

** are: RST Realty, Inc.
Ruth S. Taubman, Inc. and
Taubman Enterprises, Inc.

AFTER RECORDATION RETURN TO:

GEBHARDT & SMITH
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
ATTN: LEE H. BENEDICT

GD
RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1984 JUL 31 PM 3:57
E. AUBREY COLLISON
CLERK

Filed to: _____

13 -
.50

13.50

EXHIBIT "A"

ALL THOSE three (3) lots of ground situate in the Fifth Election District of Anne Arundel County in the State of Maryland, and described as follows, that is to say:

BEGINNING FOR THE FIRST THEREOF, on the Southwest side of the Governor Ritchie Highway, 150 feet wide, in the third or South 29 degrees 19 minutes 30 seconds East 734.54 foot line of the land firstly described in a Deed of Trust from Arundel Home Finance Corporation to Oliver M. Walker, et al, Trustees, dated October 29, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1076, Folio 196, at a point distant 79.51 feet from the beginning of said line, and running thence binding on said Southwest side of said highway and on part of said third line, South 29 degrees 19 minutes 30 seconds East 160 feet, thence leaving said highway for a line of division, South 67 degrees 40 minutes West 311.02 feet to the Northeast side of Greenway North (formerly Railroad Avenue) at a point thereon distant North 22 degrees 20 minutes West 491.37 feet from the beginning of the fifth line of said land described in said deed, thence binding on said Northeast side of Greenway North and on part of said fifth line, North 22 degrees 30 minutes West 158.81 feet, thence leaving said Greenway North for a line of division, North 67 degrees 40 minutes East 291.54 feet to the place of beginning. CONTAINING 1.097 acres of land, more or less.

BEING the same lot or parcel of ground described in a Deed dated November 3, 1969 and recorded among the Land Records of Anne Arundel County at Liber M.S.H. No. 2314, Folio 80 from Meyer and Thalheimer, Inc. unto Ruth S. Taubman, Inc. Ruth S. Taubman, Inc. having since changed its name to RST Realty, Inc. and merged with Meyer and Thalheimer, Inc., the successor entity being known as Taubman Enterprises, Inc.

BEGINNING FOR THE SECOND THEREOF, on the Southwest side of the Governor Ritchie Highway, 150 feet wide, at a concrete monument heretofore set at the beginning of the third or South 29 degrees 19 minutes 30 seconds East 734.54 foot line of the land firstly described in a Deed of Trust from Arundel Home Finance Corporation to Oliver M. Walker, et al, Trustees, dated October 29, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1076, Folio 196, and running thence binding on said Southwest side of said highway and on part of said third line, South 29 degrees 19 minutes 30 seconds East 79.51 feet, thence leaving said highway for a line of division, South 67 degrees 40 minutes West 291.54 feet, to the Northeast side of Greenway North (formerly Railroad Avenue) at a point thereon distant North 22 degrees 20 minutes West 650.18 feet from the beginning of the fifth line of said land described in said Deed, thence binding on said Northeast side of Greenway North and on a part of said fifth line, North 22 degrees 20 minutes West 198.65 feet, thence leaving said Greenway North for a line of division, North 67 degrees 40 minutes East 269.66 feet to the said Southwest side of Governor Ritchie Highway and the second line of said land described in said Deed, and thence binding on part of said line, Southeasterly by a line curving toward the left with a radius of 2939.79 feet, the distance of 120.49 feet to the place of beginning. CONTAINING 1.279 acres of land, more or less.

BEING the same lot or parcel of ground described in a Deed dated August 29, 1969 and recorded among the Land Records of Anne Arundel County at Liber M.S.H. No. 2298, Folio 108 from Meyer and Thalheimer, Inc. to Ruth S. Taubman, Inc. Ruth S. Taubman, Inc. having since changed its name to RST Realty, Inc. and merged with Meyer and Thalheimer, Inc., the successor entity being known as Taubman Enterprises, Inc.

BEGINNING FOR THE THIRD THEREOF, on the Southwest side of the Governor Ritchie Highway 150 feet wide in the third or South 29 degrees 19 minutes 30 seconds East 734.54 foot line of the land firstly described in a Deed of Trust from Arundel Home Finance Corporation to Oliver M. Walker, et al, Trustees, dated October 29, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1076, Folio 196, etc., at a point distant 239.51 feet from the beginning of said line and running thence, binding on said Southwest side of said highway and on part of said third line South 29 degrees 19 minutes 30 seconds East 140.00 feet thence leaving said highway for a line of division South 67 degrees 40 minutes West 328.06 feet to the Northeast side of Greenway North (formerly Railroad Avenue) at a point thereon distance North 22 degrees 20 minutes West 352.41 feet from the beginning of the fifth line of said land described in said deed, thence binding on said Northeast side of Greenway North and on part of said fifth line, North 22 degrees 20 minutes West 138.96 feet, thence leaving said Greenway North for a line of division, North 67 degrees 40 minutes East 311.02 feet to the place of beginning. CONTAINING 1.019 acres of land, more or less.

BEING the same lot or parcel of ground described in a Deed dated November 6, 1970 and recorded among the Land Records of Anne Arundel County at Liber M.S.H. No. 2373, Folio 688 from Meyer and Thalheimer, Inc. unto R.S.T. Realty, Inc. RST Realty, Inc. having since merged with Meyer and Thalheimer, Inc., the successor entity being known as Taubman Enterprises, Inc.

C-00.48

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to UCC.

1. NAME AND ADDRESS OF DEBTOR:

The Great American Submarine, Inc. ✓
7559 Ritchie Highway
Glen Burnie, Maryland 21061

2. NAME AND ADDRESS OF SECURED PARTY:

Union Trust Company of Maryland ✓
P.O. Box 1077
Baltimore, Maryland 21203 / ATTN: Robert G. Holmes, Vice-President

3. This Financing Statement covers all:

- Machinery, equipment, fixtures and furniture now owned or hereafter acquired, together with attachments, accessories, etc.
- Inventory, raw materials, etc., including after acquired and proceeds.
- Accounts, including after acquired, and proceeds.
- Contract rights, including after acquired, and proceeds.
- Right, title and interest in and to the liquor license issued with respect to the premises located at _____, and all renewals thereof.
- Automotive equipment now owned or hereafter acquired, together with attachments, accessories, etc.
- Some of the property described herein is affixed to the real estate known generally as 7559 Ritchie Highway, Glen Burnie, Maryland 21061, more particularly described in Exhibit "A" hereto. The names of record owners of the property**

4. APPLICABLE ONLY TO TWELVE YEAR LOANS: Maturity date: _____

5. This transaction is , is not exempt from the recordation tax. Principal amount of the Debt is \$ _____.

DEBTOR:

THE GREAT AMERICAN SUBMARINE, INC.
By: Barry Sayer - Pres.
BARRY SAYER, PRES

** are: RST Realty, Inc. ✓
Ruth S. Taubman, Inc. ✓ and
Taubman Enterprises, Inc. ✓

RECORD FEE 17.00
POSTAGE .50
#24312 D040 R01 T15:46R
JUL 31 84

AFTER RECORDATION RETURN TO:

GEBHARDT & SMITH
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
ATTN: LEE H. BENEDICT

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1984 JUL 31 PM 3:57
E. AUBREY COLLISON
CLERK

17-50

17.50

EXHIBIT "A"

ALL THOSE three (3) lots of ground situate in the Fifth Election District of Anne Arundel County in the State of Maryland, and described as follows, that is to say:

BEGINNING FOR THE FIRST THEREOF, on the Southwest side of the Governor Ritchie Highway, 150 feet wide, in the third or South 29 degrees 19 minutes 30 seconds East 734.54 foot line of the land firstly described in a Deed of Trust from Arundel Home Finance Corporation to Oliver M. Walker, et al, Trustees, dated October 29, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1076, Folio 196, at a point distant 79.51 feet from the beginning of said line, and running thence binding on said Southwest side of said highway and on part of said third line, South 29 degrees 19 minutes 30 seconds East 160 feet, thence leaving said highway for a line of division, South 67 degrees 40 minutes West 311.02 feet to the Northeast side of Greenway North (formerly Railroad Avenue) at a point thereon distant North 22 degrees 20 minutes West 491.37 feet from the beginning of the fifth line of said land described in said deed, thence binding on said Northeast side of Greenway North and on part of said fifth line, North 22 degrees 30 minutes West 158.81 feet, thence leaving said Greenway North for a line of division, North 67 degrees 40 minutes East 291.54 feet to the place of beginning. CONTAINING 1.097 acres of land, more or less.

BEING the same lot or parcel of ground described in a Deed dated November 3, 1969 and recorded among the Land Records of Anne Arundel County at Liber M.S.H. No. 2314, Folio 80 from Meyer and Thalheimer, Inc. unto Ruth S. Taubman, Inc. Ruth S. Taubman, Inc. having since changed its name to RST Realty, Inc. and merged with Meyer and Thalheimer, Inc., the successor entity being known as Taubman Enterprises, Inc.

BEGINNING FOR THE SECOND THEREOF, on the Southwest side of the Governor Ritchie Highway, 150 feet wide, at a concrete monument heretofore set at the beginning of the third or South 29 degrees 19 minutes 30 seconds East 734.54 foot line of the land firstly described in a Deed of Trust from Arundel Home Finance Corporation to Oliver M. Walker, et al, Trustees, dated October 29, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1076, Folio 196, and running thence binding on said Southwest side of said highway and on part of said third line, South 29 degrees 19 minutes 30 seconds East 79.51 feet, thence leaving said highway for a line of division, South 67 degrees 40 minutes West 291.54 feet, to the Northeast side of Greenway North (formerly Railroad Avenue) at a point thereon distant North 22 degrees 20 minutes West 650.18 feet from the beginning of the fifth line of said land described in said Deed, thence binding on said Northeast side of Greenway North and on a part of said fifth line, North 22 degrees 20 minutes West 198.65 feet, thence leaving said Greenway North for a line of division, North 67 degrees 40 minutes East 269.66 feet to the said Southwest side of Governor Ritchie Highway and the second line of said land described in said Deed, and thence binding on part of said line, Southeasterly by a line curving toward the left with a radius of 2939.79 feet, the distance of 120.49 feet to the place of beginning. CONTAINING 1.279 acres of land, more or less.

BEING the same lot or parcel of ground described in a Deed dated August 29, 1969 and recorded among the Land Records of Anne Arundel County at Liber M.S.H. No. 2298, Folio 108 from Meyer and Thalheimer, Inc. to Ruth S. Taubman, Inc. Ruth S. Taubman, Inc. having since changed its name to RST Realty, Inc. and merged with Meyer and Thalheimer, Inc., the successor entity being known as Taubman Enterprises, Inc.

BEGINNING FOR THE THIRD THEREOF, on the Southwest side of the Governor Ritchie Highway 150 feet wide in the third or South 29 degrees 19 minutes 30 seconds East 734.54 feet line of the land firstly described in a Deed of Trust from Arundel Home Finance Corporation to Oliver M. Walker, et al, Trustees, dated October 29, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1076, Folio 196, etc., at a point distant 239.51 feet from the beginning of said line and running thence, binding on said Southwest side of said highway and on part of said third line South 29 degrees 19 minutes 30 seconds East 140.00 feet thence leaving said highway for a line of division South 67 degrees 40 minutes West 328.06 feet to the Northeast side of Greenway North (formerly Railroad Avenue) at a point thereon distance North 22 degrees 20 minutes West 352.41 feet from the beginning of the fifth line of said land described in said deed, thence binding on said Northeast side of Greenway North and on part of said fifth line, North 22 degrees 20 minutes West 138.96 feet, thence leaving said Greenway North for a line of division, North 67 degrees 40 minutes East 311.02 feet to the place of beginning. CONTAINING 1.019 acres of land, more or less.

BEING the same lot or parcel of ground described in a Deed dated November 6, 1970 and recorded among the Land Records of Anne Arundel County at Liber M.S.H. No. 2373, Folio 688 from Meyer and Thalheimer, Inc. unto R.S.T. Realty, Inc. RST Realty, Inc. having since merged with Meyer and Thalheimer, Inc., the successor entity being known as Taubman Enterprises, Inc.

C-00.48

25299T

BOOK 475 PAGE 475

FINANCING STATEMENT FORM UCC-1 5/76

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR **Marley Station Dental Center**
Name **Edward Leventhal DDS-PA**
Address **7915 Ritchie Highway, Glen Burnie, MD 21061**

2. SECURED PARTY
Name **Fredentco**
Address **47 New Plant Court, Owings Mills, MD 21117**

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

As per attached Schedule "A"

Assignee of Secured Party:
The Finance Company of America
7 N. Calvert St.
Baltimore, MD 21202

RECORDING FEE 11.00
POSTAGE 50
#24321 0040 R01 718:56
JUL 31 84

marked in: CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Marley Station Dental Center
Edward Leventhal DDS-PA

(Corporate or Trade Name)
Edward Leventhal, President
(Signature of Debtor)

Edward Leventhal
Type or Print Signature
Edward Leventhal
(Signature of Debtor)

Type or Print Signature

Fredentco

Jeffrey Friedman PRES.
(Signature of Secured Party)
JEFFREY FRIEDMAN

Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 JUL 31 PM 3:58

E. AUBREY COLLISON
CLERK

11.50

SCHEDULE 'A'

This schedule is to be attached to and become part of Conditional Sale Contract, Chattel Mortgage or Lease dated _____, 19____, between the undersigned.

| QUANTITY | DESCRIPTION OF EQUIPMENT | YEAR & MODEL | SERIAL No. |
|----------|---|--------------|--|
| 9 | Deltube Motor Chairs & Bases | | 22105 - 22113 |
| 9 | Alabama carts | | |
| 9 | Deltube Dr. Stools | 1020 | |
| 9 | Deltube ass't stools | 1042 | |
| 9 | Belmont lights | 046 | 308196, 309268, 310241, 309269, 308143, 310251, 309247, 309256, 308130 |
| 9 | Dentrex unitx & cuspidors plus tray & light a-dapter cuspidor | 200 FRC III | 2213 - 2221 & 2257 - 2265 |
| 9 | Star HP handpiece | 430K | 707200, 707198, 900148, 900115, 900109, 900131, 900360, 800157, 800990 |
| 9 | Midwest slow speed handpiece with straight & contra angle attachments | | 78419, 78316, 83690, 82399, 83003, 82770, 82722, 82932, 83314 |
| 2 | Star Titan scalers | | 257392, 257393 |
| 1 | Air Compressor dual head 2HP 230V | LC-0546 | |
| 1 | Dental-ez Central Suction | MC202 | 789623 |
| 4 | Belmont x-ray units | 070 | MAY027, MAY063, DEC032, OCT124 |
| 1 | Belmont panoramic x-ray | 098 | 1920195 |
| 1 | Phillips automatic developer | 810XL | 104398 |
| 1 | Pelton Crane Omniclave | OCR | 42914 |
| 1 | Elipar light | U62606 | |

This schedule is hereby verified correct and undersigned Buyer, Mortgagor or Lessee acknowledges receipt of a copy. (Strike out inapplicable references)

Seller, Mortgagee or Lessor
(Strike out inapplicable references)

Fredentco (L. S.)
(Signature if individual; typed name if other than individual)

By Jeffrey S. Friedman Pres (L. S.)
(Signature & title if not individual)

Buyer, Mortgagor or Lessee
(Strike out inapplicable references)

Marley Station Dental Center
Edward Laventhal, DDS-PA (L. S.)
(Signature if individual; typed name if other than individual)

By Edward Laventhal Pres (L. S.)
(Signature & title if not individual)

BOOK 475 PAGE 477

252392

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented:

3. Maturity Date (Optional):

1. Debtor(s) (Last Name First) and Address(es):

2. Secured Party(ies) Address(es) And Name(s):

4. For Filing Officer: Date, Time, File No., Filing Office:

Nevarmar Corporation
8339 Telegraph Road
Odenton, Maryland 21113

Maryland Clarklift Co., Div.
The Space Maker Group, Inc.
3310 Childs Street
Baltimore, Maryland 21226

7. This Financing Statement covers the following types or items of collateral:

(Describe real estate, including record owner if item 6 is applicable)

S/N 355-908-5272

1 1984 Clark C500S60 Forklift
187" Triple Stage Upright
96" Forks

5. Assignee(s) of Secured Party, Address(es):

Clark Equipment Credit Corporation
128 East Front Street
Buchanan, Michigan 49107

Not subject to Recirculation tax

DEBT EXCEEDS \$200.00

Proceeds of the collateral are also covered.

Filed with: Sec. of State Filing Office of _____ County/City

6. The described crops are growing or to be grown on the real property described in Item 7.

The described goods are or are to be affixed to the real property described in Item 7.

8. Signatures:

By *[Signature]*

Debtor(s) [or Assignor(2)]

By *[Signature]*

Secured Party(ies) [or Assignee(s)]

(2) Filing Officer Copy — Alphabetical

FINANCING STATEMENT
THIS INSTRUMENT PREPARED BY SECURED PARTY
AND ASSIGNEE OF SECURED PARTY.

FORM UCC 1

RECORDING FEE 11.00
RECEIVED JUL 31 1984
JUL 31 84

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 JUL 31 PM 3:57

E. AUBREY COLLISON
CLERK

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

ANNE ARUNDEL
COUNTY CLERK
Identifying File No. 252993

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

BOOK 475 PAGE 478

1. DEBTOR

Name Andrew Kuczinski T/A Andy's Concrete 252993
Address 780 Jennie Drive Severn MD 21144

2. SECURED PARTY

Name Valley Supply & Equipment Co, Inc
Address PO Box 420 108 Baltimore St Funkstown, MD 21734

ASSIGNED TO: Ingersoll-Rand Financial Corp 1004 W. 9th Avenue King of Prussia, PA 19406
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) IR P175WD Air Compressor s/n 136531
and all attachments and accessories thereto together with accounts, contract rights and chattel paper arising out of the sale, lease or other disposition by the debtor of the foregoing described property. Notwithstanding the above, nothing herein shall be construed to authorize the debtor to dispose of the above described collateral.

RECORDED FEE 12.00
PROPERTY 2.00
#24316 0040 ROLL 15-53

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Andrew Kuczinski
(Signature of Debtor)

Andrew Kuczinski T/A Andy's Concrete

Type or Print Above Name on Above Line

ANDREW KUCZINSKI

(Signature of Debtor)

Type or Print Above Signature on Above Line

12-50

Mailed to Secured Party

3

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1984 JUL 31 PM 3:57

E. AUBREY COLLISON
CLERK

Howard Klein
(Signature of Secured Party)

Valley Supply & Equipment Co., Inc.

Type or Print Above Signature on Above Line

HOWARD KLEIN

MARYLAND FINANCING STATEMENT

BOOK 475 PAGE 479 JCC-1

- Not Subject to Recordation Tax
- Recordation Tax of \$ _____ on
Principal Amount of \$ _____ is enclosed/
has been paid (strike inapplicable phrase).

| For Filing Officer | |
|------------------------|-------|
| File No.: | _____ |
| Record Reference: | _____ |
| Date & Hour of Filing: | _____ |

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code: **252994**

1. DEBTOR: CBL TRUCK LEASING, INC.
(Name or Names)
7221 Montevideo Road, Jessup, Maryland 20794
(Address)

DEBTOR: _____
(Name or Names)

(Address)

2. SECURED PARTY: ATLANTIC INDUSTRIAL CREDIT CORPORATION
(Name or Names)
P.O. Box 10656, Towson, MD. 21285-0656
(Address)

3. ASSIGNEE (if any) of SECURED PARTY: BALTIMORE FEDERAL FINANCIAL F.S.A.
(Name or Names)
Box 116 FAYETTE & ST. PAUL STS. BALTO. MD. 21203
(Address)

4. This Financing Statement covers the following types (or items) of property:

One - A.B. Dick 955 Plain Paper Copier, S/N 90107491

Mailed to Secured Party
 RECORD FEE 11.00
 POSTAGE .50
 #24317 0040 R01 715:52
 JUL 31 84

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

CA
 RECEIVED FOR RECORD
 CIRCUIT COURT, BALTIMORE COUNTY
 1984 JUL 31 PM 3:58
 E. AUBREY COLLISON
 CLERK

- 6. Proceeds of Collateral are covered hereunder: Yes No
- Products of Collateral are also covered: Yes No

DEBTOR(S):
CBL TRUCK LEASING, INC.
 By: L. F. Ryhe Regional mgr
(Title)
L. F. Ryhe
(Type or print name of person signing)

SECURED PARTY:
ATLANTIC INDUSTRIAL CREDIT CORPORATION
 By: Robert E. Polack
(Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

Return To: ATLANTIC INDUSTRIAL CREDIT CORPORATION
P.O. Box 10656, Towson, MD. 21285-0656

11-50

FINANCING STATEMENT

This Financing Statement, made this 29th day of May 1984, for the purpose of documenting a Security Interest in personal property held by the Debtor, Mid-Atlantic Marine Enterprises, Inc., 412 Fourth Street, Annapolis, Maryland, 21403.

The Secured Party, hereinafter referred to as the Lender, is The Cover Loft, Inc., 83 Windwhisper Lane, Annapolis, Md. 21403. Information regarding the nature of the security interest may be obtained from the lender at the above address.

RECORDED FEE 11.00
#24320 1040 R01 15:56
JUL 31 84

The Collateral is:

| | value |
|--|----------|
| Fixtures & Equipment - | |
| Consew Sewing Machines | |
| 206RB Serial # TH8909022 (Consew Motor 40642816) | 1,000.00 |
| 206RB Serial # TH8811023 (Singer Motor 1861525) | 1,000.00 |
| 99 Serial # 109089 (Consew Motor 60132417) | 800.00 |
| 206RB-1 Serial # TH9305660 (Feltsew Motor 98336) | 1,000.00 |
| 206RB Serial # TH9007044 (E-Z Motor 51320) | 1,000.00 |
| Hot Knife (2) | 165.00 |
| Grommet Tools-Dies & Cutters (Sizes 0, 1, 2, 3) | 90.20 |
| Button Machine Handy Junior | 275.00 |
| Makita Drill (Cordless) Serial# 263816E | 60.00 |
| Besh Foam Saws (2) 92900338 521 | 140.00 |
| Staple Guns - Electric (2) | |
| Swingline 34201 | 40.01 |
| Arrow FT-50 | 31.50 |
| Duofast Staple Gun-Manual CT859A | 25.00 |
| Miscellaneous Small Hand Tools | 200.00 |
| Awls (25) | 36.00 |
| Mallet | 42.43 |
| Sears Air Compressor, 2 h.p. Serial # 919.174320 | 650.00 |
| Binkeglue Gun 539244 | |
| Respirator | 50.00 |
| Crescent Snap Tool | 67.90 |
| Revolving Punch (2) | 53.50 |
| Needles 3 boxes | 43.20 |
| Hot Knife Blade | 18.90 |
| Button Machine Presses | |
| 36B Medium | 72.70 |
| 36B Heavy | 72.70 |
| 30B Medium | 65.85 |
| Extension Cords (2) 12 ft. & 25 ft. | 20.00 |
| Steel Shelves 1 high, 2 low | 240.00 |
| Aluminum Step Ladder | 75.00 |
| Pattern File Cabinet | 75.00 |
| Wooden In-Out Shelves | 600.00 |
| Sewing Table Lamps (7) | 209.65 |
| Spin-Off Racks (5) | 125.00 |
| Wooden Work Tables | |
| Large | 700.00 |
| Medium | 400.00 |
| Small (3) | 700.00 |
| Storage Cabinet - Sample Books | 250.00 |
| Folding Metal Chairs (3) | 21.00 |
| Wooden Chairs (5) | 125.00 |
| Metal Rulers 6 ft. (4) | 53.40 |
| Wooden Rulers 3 ft. (8) | 8.00 |
| Wooden pedestal Table | 75.00 |
| Models | |
| Bimini | 150.00 |
| Dodger | 150.00 |
| Canvas Chair Cover | 55.00 |

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CIRCUIT COURT, ANNE ARUNDEL COUNTY

1984 JUL 31 PM 3:58
E. AUBREY COLLISON
CLERK

| | |
|---|---------------|
| Sunbeam Steam Iron-Model # 12-2AH | 31.00 |
| Ironing Board | 30.00 |
| Sears Vacuum Cleaner-Serial #82H4516544 | 120.00 |
| Office Chairs (2) | 136.00 |
| Arm Chair | 97.00 |
| Executive Desk Chair | 167.20 |
| Metal Desks (2) | 400.00 |
| Executive Desk | 518.00 |
| File Cabinets | |
| 4-Drawer (2) | 407.00 |
| 2-Drawer (2) | 212.00 |
| Telephones Com Keys (2) | 936.50 |
| Plastic In-Out Boxes | |
| 16 Grey | 75.04 |
| 4 Red | 15.92 |
| Address Files (2) | 30.45 |
| Typewriter Sears Portable Electric | 250.00 |
| Texas Instruments Calculators (2) | 110.00 |
| Bostich Stapler-Manual | 24.95 |
| Clock | 30.00 |
| Cage Fan 22" x 22" Lasco | 30.00 |
| Kenmore Refrigerator-Office Size #901023978 | 200.00 |
| Mr. Coffee Coffeemaker | 47.00 |
| Soda Cooler-Cornelius Co. #A56809 | 500.00 |
| TOTAL | 15,400.00 |

And, in addition, leasehold improvements, leasehold, fixtures, equipment, cloth, inventory, truck, trademark, and trade name, and all other property used in the business of the Debtor.

THE COVER LOFT, INC.

Carol M. Ricketts
Debtor, Mid-Atlantic Marine Enterprises, Inc., by Carol M. Ricketts, President

BY: Karen S. Lipe
Lender, Karen S. Lipe
President

252996

maryland national bank

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Statement Records at Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) Shady Oaks Marina, Inc. Address(es) 846 Shady Oaks Road
West River, Maryland 20778

6. Secured Party Maryland National Bank Address 1713 West Street
Annapolis, Maryland 21401
Attention: L. S. Seidl

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. *Inventory.* All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights.* All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts.* All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles.* All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

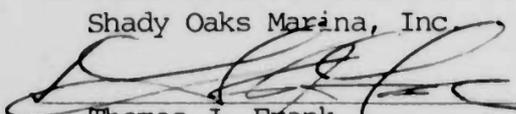
E. *Chattel Paper.* All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment.* All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

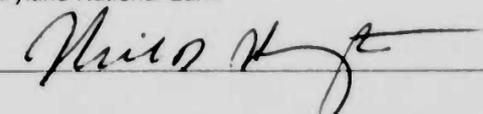
G. *Specific Equipment.* All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other.* All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Shady Oaks Marina, Inc

 Thomas J. Frank (Seal)
 President

RECORD FEE 11.00
 POSTAGE .50
 464776 0237 002 110:18
 AUG 1 84

Secured Party
 Maryland National Bank

 Neil D. Harrington, Consumer Credit Officer (Seal)
 Type name and title

RECEIVED FOR RECORD
 CIRCUIT COURT, ANNE ARUNDEL COUNTY
 1984 AUG - 1 AM 10:16
 E. AUBREY COLLISON
 CLERK

Mr. Frank, Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

Mailed to Secured Party

maryland national bank

FINANCING STATEMENT

252997

- 1. To Be Recorded in the Land Records
- 2. To Be Recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ . The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) Address(es)
 Severn Companies, Inc. P. O. Box 4817
Annapolis, Maryland 21403

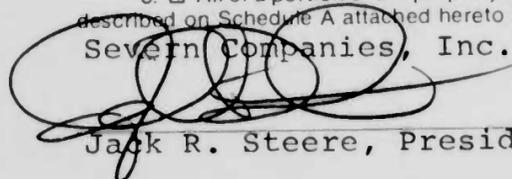
6. Secured Party Address
 Maryland National Bank P. O. Box 871
Annapolis, Maryland 21404
 Attention: T. Trainor

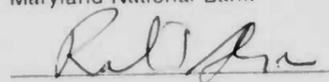
7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Severn Companies, Inc.


 _____ (Seal)
 Jack R. Steere, President

Secured Party
 Maryland National Bank
 _____ (Seal)

Richard J. Shenos

 Type name and title
 Assistant Vice President

RECORD FEE 11.00
 POSTAGE 50
 #64775 0237 002 710:17
 AUG 1 84

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

Form 207-95 ED 2/80

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 CIRCUIT COURT, A.A. COUNTY
 1984 AUG -1 AM 10:17
 E. AUBREY COLLISON
 CLERK

1150

SCHEDULE "A"

| | |
|---------------------------------|---------------------|
| Leasehold Improvements | 8,572.00 (estimate) |
| Less Tenant Improvement Credits | <u>(2,850.00)</u> |
| | 5,722.00 |

Furniture

| | |
|---|-----------------------------|
| 3 Desks | |
| 1 Credenza | |
| 1 Fireproof Locked 2 drawer file cabinet | |
| 2-5 drawer Lateral Files | |
| 1 Conference Table | 8,307.00 |
| 4 Conference Room Chairs | |
| 2 Desk Chairs | |
| 2 Reception Area Chairs | <u> </u> |

| | |
|-------|-----------|
| Total | 14,029.00 |
|-------|-----------|



MARYLAND NATIONAL BANK

We want you to grow.SM

MEMBER FDIC

252998

BOOK 475 PAGE 485

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at
2. To Be Recorded among the Financing Statement Records at Anne Arundel County
3. Not subject to Recordation Tax
4. Subject to Recordation Tax on an initial debt in the principal amount of \$...

5. Debtor(s) Name(s) Address(es)
Baldwin Service Center, Inc. Defense Highway @ Rt 178
Annapolis, MD 21401

6. Secured Party Address
Maryland National Bank 1713 West Street
Attention: Maureen Konschnik Annapolis, MD 21401

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Specific Equipment. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Rhoda L. Baldwin (Seal)
Rhoda L. Baldwin, President
(Seal)
(Seal)
(Seal)

Secured Party
Maryland National Bank
Maureen Konschnik (Seal)
Maureen Konschnik, Commercial Bank Officer
Type name and title

RECORD FEE 11.00
POSTAGE .50
#64776 0237 R02 110:16
AUG 1 1984

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

207-95 REV 7/83

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CIRCUIT COURT, A.A. COUNTY
1984 AUG -1 AM 10:17
E. AUBREY COLLISON
CLERK

Mailed to Secured Party
1170
5

MARYLAND TERMINATION STATEMENT

Date JUNE 22 -84 /1984

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) name(s) and address: BERNIE C. TROUTNER 110 PATAPSCO AVE BALTO MD 21222-4247

2. Secured Party and address (Type complete corporate name): THORP CREDIT INC OF MD 7701 HARFORD RD BALTO MD 21234

3. There is no outstanding secured obligation and there is no commitment to make advances, incur obligations, or otherwise give value, as between the above parties. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing file number and record reference as follows: ID #230995 LIBER 421 PAGE 570 dated 2/4/80

4. After recording this Termination Statement, the filing officer is requested to deliver or mail it to the Secured Party whose name and address appear above.

SECURED PARTY

THORP CREDIT INC OF MD (TYPE COMPLETE CORPORATE NAME)

By: w.a. painter MANAGER (Type signature below name)

AE 2/64

DO NOT TYPE IN MARGINS OUTSIDE OF GUIDE LINES

RECORD FEE 10.00 POSTAGE .50 #24424 0000 R01 113:31 AUG 1 84

RECEIVED FOR RECORD CIRCUIT COURT, A.A. COUNTY

1984 AUG -1 PM 2:04

E. AUBREY COLLISON CLERK

Mailed to Secured Party

10-58

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3. Maturity date (if any):

| | | |
|--|--|--|
| 1. Debtor(s) (Last Name First) and address(es) SMS LEASING INC. 7777 Leesburg Pike Falls Church VA 22043 | 2. Secured Party(ies) and address(es) WESTINGHOUSE CREDIT CORP 2835 Brandywine Road Atlanta GA 30341 | For Filing Officer (Date, Time, Number, & Filing Officer) BOOK 475 PAGE 487 253003 |
|--|--|--|

4. This financing statement covers the following types (or items) of property:
Debtors right, title and interest in the equipment as described in delivery order #DAK27-84-F-3972 attached hereto and made a part hereof and listed in a contract #GS-00K-8401S5538, dated October 1, 1983 between Federal Government and Compucorp Corporation. Debtor's right, title and interest and all monies due or to become due under the contract including but not limited to rental payments and insurance proceeds.

Assignee of Secured Party

RECORDING FEE 11
#2425 0040 R01 7
AUG

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional sheets presented:

Filed with: Clerk of Circuit Court, Anne Arundel County, Annapolis, MD 21401

This instrument prepared by: SMS LEASING INC. WESTINGHOUSE CREDIT CORP

By: [Signature] Signature(s) of Debtor(s) By: [Signature] Signature(s) of Secured Party(ies)

EQUIPMENT LIST -

BOOK 475 PAGE 488

00
13:32
184

B) USAINSCOM:

| <u>Quantity</u> | <u>Model #</u> | <u>Description</u> | <u>Serial Number</u> |
|-----------------|----------------|----------------------------------|--------------------------------------|
| 1 | 795-002/15 | 15 MB Drive | 0137674 |
| 1 | 735 | Print Server | 350002 |
| 4 | 745NS | Workstation w/o CRT | 451781 451785 451777 451788 |
| 1 | 775NS | Information Processor w/o CRT | 752634 |
| 2 | 785NS | Information Processor w/o CRT | 850764 850759 |
| 3 | CC32/40 | Printer | 86026007 86025020 86025995 |
| 3 | CC32/40SF2 | Dual Bin Sheet Feeder | 504093 504234 502914 |
| 3 | 7XX-115 | BNCC Board | N/A |
| 3 | 8681488 | Accoustical Hood | N/A |
| 6 | 7XX-K24 | 24 Line CRT | N/A |
| 6 | 7XX-716F2 | DBMS User Kit | N/A |

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, S.A. COUNTY

1984 AUG - 1 PM 2:04

E. AUBREY COLLISON
CLERK

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. Debtor(s) (Last Name First) and address(es)

Miles, Purnell
110 Elizabeth Ave.
Baltimore, MD 21225

2. Secured Party(ies) and address(es)

U.S. Energy Conservation Corp.
6911 Richmond Highway
Alexandria, VA 22306

3. Maturity date (if any):
For Filing Officer (Date, Time, Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:

Four replacement windows.
Amount Financed \$1520.00

RECORD FEE 11.00
RECORD TAX 10.50
POSTAGE .50
#24427 0040 R01 T13-357
AUG 1 1984

5. Assignee(s) of Secured Party and Address(es)

Finance One of Maryland, Inc.
10201 Reisterstown Rd.
P.O. Box 333
Owings Mills, MD 21117

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: Clerk of The Courts, Court House Church Cir., Annapolis, MD 21404

By: *Purnell Miles*
Signature(s) of Debtor(s)

By: *USCC*
Jep
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy—Alphabetical

STANDARD FORM - FORM UCC-1.

11
10.50
50

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 AUG - 1 PM 2:04 CD

E. AUBREY COLLISON
CLERK

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

The Debtor is a transmitting utility.

1. Debtor(s) (Last Name First) and Address(es):
Clarence E. EMig, Jr.
 R.D.# 2, Box 172
 York, Pa. 17403

2. Secured Party(ies) Name(s) and Address(es):
Commonwealth National Bank
 2700 S. Queen St.
 York, Pa. 17403

4. For Filing Officer: Date, Time, No. Filing Office
 RECORD FEE 11.00
 POSTAGE .50
 424428 0040 R01 T13:36
 AUG 1 84

5. This Financing Statement covers the following types (or items) of property:
1974 (27 Ft.) Sailboat Maurgale Marina
Catilina Fiberglass Boat Hull I.D.#1036
Model C-27 Marconi Rigged 30 horse power
Atomic 4 Engine 190-109

6. Assignee(s) of Secured Party and Address(es)

7. The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The lumber to be cut or minerals or the like (including oil and gas) is on *
 *(Describe Real Estate in Item 8)

Products of the Collateral are also covered

8. Describe Real Estate Here. This statement is to be indexed in the Real Estate Records.

9. Name of a Record Owner

| No. & Street | Town or City | County | Section | Block | Lot |
|---|--------------|--------|---------|-------|-----|
| 10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State | | | | | |
| 11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s). | | | | | |

By Clarence E. Emig, Jr. Signature(s) of Debtor(s)

By Dorothy A. Taylor Signature(s) of Secured Party(ies)
 (Required only if Item 10 is checked.)

(3) FILING OFFICE COPY - NUMERICAL

(3/83) STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania

Mailed to Secured Party.

RECEIVED FOR RECORD
 CIRCUIT COURT, M.A. COUNTY
 1984 AUG - 1 PM 2:04
 E. AUBREY COLLISON
 CLERK

11.50

STATE OF MARYLAND

BOOK 475 PAGE 491/860

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR CONSIGNEE:

253006

Name MARYLAND MOBILE HOME SALES INC.

Address 6312 RITCHIE HIGHWAY, GLEN-BURNIE, MD 21061

2. SECURED PARTY CONSIGNOR:

Name SHELTER AMERICA CORPORATION

Address 1470 1/2 E. 2nd Ave., P.O. Box 31127, Aurora, CO. 80041

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

CONSIGNEE GOODS: All returned and/or repossessed manufactured housing now or hereinafter in the possession of Consignee which Consignee has agreed to sell or store on behalf of Consignor. CONSIGNMENT FILING: This is a consignment filing, not a secured transaction.

ANNE ARUNDEL COUNTY

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

CONSIGNEE: MARYLAND MOBILE HOME SALES INC.

(Signature of Debtor)

J. Richard White

Type or Print Above Name on Above Line

[Signature]

(Signature of Debtor)

Type or Print Above Signature on Above Line

10.50

CONSIGNOR: SHELTER AMERICA CORPORATION

(Signature of Secured Party)

Kathleen E. Langosh, A.U.P.

Type or Print Above Signature on Above Line

RECORD FEE 10.00
POSTAGE .50
#24429 C040 R01 713:37
AUG 1 84

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1984 AUG - 1 PM 2:04

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

CD

#17935 A.A.Co.

FINANCING STATEMENT

| | |
|---|---|
| NAME AND ADDRESS OF DEBTOR(S) Donald B. Reed, Sr. 936 11th Street Pasadena, Maryland 21122 | SECURED PARTY: C.I.T. FINANCIAL SERVICES, INC. ADDRESS: 7310 Ritchie Hwy, Suite 203 P.O. Box 250 Glen Burnie, Maryland 21061 |
|---|---|

This FINANCING STATEMENT, presented for filing pursuant to the Uniform Commercial Code, covers the following types (or items) of property:

- Check proper box
- All of the household goods now or hereafter located at Debtor's address shown above.
 - Motor Vehicles.
 - Other (describe).

FOR FILING OFFICER (Date, Time, Number, and Filing Office)

RECORD FEE 11.00
 RECORD TAX 21.00
 POSTAGE .50
 #24433 1040 ROI 113:40
 AUG 1 84

The underlying secured transaction being publicized by this financing statement is subject to the recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. The amount of initial principal debt is \$ 3068.32.

SECURED PARTY:
C.I.T. FINANCIAL SERVICES, INC.

DEBTORS:

By: [Signature]
(Authorized Agent)

[Signature]
Donald B. Reed, Sr.

Filing Officer is requested to note file number, date and hour of filing and return to Secured Party.



89-802 B (3-73) MARYLAND

\$32.50

Mailed to Secured Party

11 -
21 - 50

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 AUG -1 PM 2:05

E. AUBREY COLLISON
CLERK

CD

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE County
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 232429

RECORDED IN LIBER 425 FOLIO 70 ON 5/5/80 (DATE)

1. DEBTOR

Name Boender, Walter E. & Clara Mae a partnership d/b/a
Western Auto Associate Store
Address 1139 Annapolis Rd.
Odenton, Maryland 21113

2. SECURED PARTY

Name Western Auto Supply Company
P. O. Box Z
Address 1675 South U. S. Route 42
Delaware, Ohio 43015

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

| | | |
|---|---|--|
| CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT | <p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| | <p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Amendment</p> |
| | <p>D. Change address of Secured Party from P. O. Box 2316, Gastonia, NC 28052 to P. O. Box Z, 1675 South U. S. Route 42, Delaware, Ohio 43015</p> | |
| | <p>RECORD FEE 10.00 #24438 0140 R01 T13:44 AUG 1 84</p> | |

Walter E. Boender
Walter E. Boender

Clara Mae Boender
Clara Mae Boender

Dated May 16, 1984

C. P. Grieco
(Signature of Secured Party)
C. P. Grieco, Division Manager-Credit
Type or Print Above Name on Above Line



Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 AUG -1 PM 2:05
FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

E. AUBREY COLLISON
CLERK

10 -

STATE OF MARYLAND

County

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 242629

RECORDED IN LIBER 450 FOLIO 34 ON 5/20/82 (DATE)

1. DEBTOR

Name Sassaman, Kenneth E. d/b/a
Western Auto Associate Store
Address Pine Grove Village S/C
Pasadena, Maryland 21122

2. SECURED PARTY

Name Western Auto Supply Company
P. O. Box Z
Address 1675 South U. S. Route 42
Delaware, Ohio 43015

RECORD FEE 10.00
#24439 0040 R01 71374-4
AUG 1 84

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

Form with checkboxes for A. Continuation, B. Partial Release, C. Assignment, D. Other, and D. Change address of Secured Party.

CHECK FORM OF STATEMENT

Handwritten signature of Kenneth E. Sassaman

Kenneth E. Sassaman

Dated 5-31-84

Handwritten signature of C. P. Grieco

(Signature of Secured Party)

C. P. Grieco, Division Manager-Credit

Type or Print Above Name on Above Line



Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, S.A. COUNTY

1984 AUG -1 PM 2:05
FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

E. AUBREY COLLISON
CLERK

10

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$ _____

FINANCING STATEMENT

1. Debtor(s):

ENTRE-TECHNIQUE, INC.
Name or Names—Print or Type

503 Ritchie Highway, Severna Park, Maryland 21146
Address—Street No., City - County State Zip Code

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

Jim Elling
Name or Names—Print or Type

Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).
 1. All goods of the debtor, including raw materials, or materials used or consumed in the business of the debtor, commonly referred to as inventory.
 2. All personal property and fixtures of the debtor wherever located or whether now owned or in existence or hereafter acquired or created, including goods, documents, chattel paper and leases.
 4. If above described personal property is to be affixed to real property, describe real property.

503 Ritchie Highway
Severna Park, Maryland 21146

5. If collateral is crops, describe real estate.
N/A

RECORD FEE 11.00
POSTAGE .50
#24440 0040 R01 T13:47
AUG 1 84

6. Proceeds of collateral are are not covered.
 7. Products of collateral are are not covered.

DEBTOR(S):

SECURED PARTY:

(Signature of Debtor)

ENTRE-TECHNIQUE, INC.
Type or Print (Company, if applicable)

By: Marion E. Frost, Jr. V.P. Jim Elling
(Signature of Debtor) (Signature of Secured Party)

Marion E. Frost, Jr. Jim Elling
Type or Print Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address: Alan W. Bernstein, Esq., P.O. Box 591, Annapolis, MD 21404

Lucas Bros. Form F-1

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

11-50
1984 AUG -1 PM 2:05 CP

E. AUBREY COLLISON
CLERK

FINANCING STATEMENT

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____.

5. Debtor(s) Name(s) Address(es) RECORD FEE 11.00
 Schilling Sanitary Systems, Inc. 150 Azar Avenue
 Glen Burnie, MD. 21061 2106147 D040 R01 113:5-4
 AUG 1 84

6. Secured Party Address
 Equitable Bank, National Association 100 S. Charles Street
 Attention: Maryanna Warfield Baltimore, MD 21201
 Documentation Asst. (Type name & title)

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors
 Schilling Sanitary Systems, Inc. BY: M. Catherine Schilling, Vice President (Seal)
 J. Charles Schilling, President (Seal)

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

RECEIVED FOR RECORD
 CIRCUIT COURT, ANNE ARUNDEL COUNTY
 1984 AUG - 1 PM 2:06
 E. AUBREY COLLISON
 CLERK

Mailed to Secured Party

BOOK 475 PAGE 497

253010

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)
Forman & Steinhardt, P.A.
7709 Quarterfield Road
Glen Burnie, Maryland 21061

2 Secured Party(ies) and address(es)
First Federal Savings and Loan
Association of Annapolis
2024 WestStreet
Annapolis, Maryland 21401

For Filing Officer (Date, Time,
Number, and Filing Office)

4 This financing statement covers the following types (or items) of property:
Columbia Data Products Computer, 128K Ram, Two 320K
CRT Controller
AMDEK Amber Monochrome Monitor
Key Tronic Keyboard
Transtar 130 Letter Quality Printer

5. Assignee(s) of Secured Party and
Address(es)

RECORDED FEE 12.00
#24452 0040 R01 713:58
AUG 1 84

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Forman & Steinhardt, P.A.
By: [Signature]
Signature(s) of Debtor(s)
(1) Filing Officer Copy-Alphabetical

Vice President
By: [Signature]
Signature(s) of Secured Party(ies)
(For Use in Most States)

STANDARD FORM - FORM UCC-1.

Mailed to Secured Party

12 -

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1984 AUG -1 PM 2:06
E. AUBREY COLLISON
CLERK

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code.

- 1. DEBTOR(S) (OR ASSIGNOR) and Address(es)
Dr. Bharathi Prabhakar
Ramaswamy Prabhakar
- 2. A. SECURED PARTY (OR ASSIGNEE) and Address
GIBRALTAR BUILDING AND LOAN ASSOCIATION, INC.
107 Ridgely Avenue
Annapolis, Maryland 21401
B. ASSIGNEE OF SECURED PARTY (if any) and Address

3. Debtor assigns to Secured Party and grants to Secured Party a security interest in the following property:

(a) All right, title and interest of Debtor in and to equipment of every type and description, now owned and hereafter acquired and located on the within described premises, including, without limitation, all machinery, furniture, furnishings, tools, fixtures, materials and supplies, together with all present and future parts, additions, accessories, replacements, attachments, accessions, replacement parts and substitutions therefor or thereto in any form whatsoever.

(b) All chattels described in paragraph 3.(a) hereof are found and located on and about the following described property:

THE IMPROVEMENTS THEREON KNOWN AS Unit 4-A, Chatham Executive Park 1410 Crain Highway, Glen Burnie, Maryland

4. Proceeds and products of collateral are covered hereunder.

5. Number of additional sheets, if any, attached hereto: NONE

6. This transaction is exempt from the recordation tax.

7. Return to:

Lawrence B. Goldstein, Chartered
Post Office Box 291
Annapolis, Maryland 21404

RECORDING FEE 12.00
POSTAGE 50
444882 0055 002 715:19
AUG 1 84

DEBTOR: ~~Made to:~~

Bharathi Prabhakar (SEAL)
Dr. Bharathi Prabhakar

Ramaswamy Prabhakar (SEAL)
Ramaswamy Prabhakar

July 30th, 1984

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1984 AUG - 1 PM 3:33
E. AUBREY COLLISON
CLERK

BOOK 475 PAGE 499

253012

This **FINANCING STATEMENT** is presented to a filer for filing pursuant to the Uniform Commercial Code

1 Lessee ~~XXXX~~ (Last Name First) and address(es)
Joint and Several: Lessee
 Peter F. Verkouw, M.D., P.A. and
 Rodney L. Brimhall, M.D., P.A.
 1419 Forest Dr.
 Annapolis, Md. 21403

2 Lessor ~~XXXXXXX~~ and address(es) *Lessor*
 HBE Leasing Corporation
 11330 Olive St. Rd.
 P. O. Box 27340
 St. Louis, Mo. 63141

3 Maturity date (if any)
 For Filing Officer (Date, Time, Number, and Filing Office)
 RECORDING FEE 12.00
 POSTAGE 50
 #24483 0040 ROX 115450
 AUG 1 1984

4 This financing statement covers the following types (or items) of property
 Certain Circadian Equipment as further described on the Equipment Schedule attached hereto and made a part hereof, located at 1419 Forest Dr., Annapolis, Md. 21403, together with accessions, appurtenances, and accessories thereto all as described in Lease No. 11018.0 between Lessor and Lessee. This Financing Statement is being filed as a precaution only. Lessee and Lessor regard this Agreement as referred to in Item #4 as a True Lease and not one intended for security. Lease #11018.01

5 Assignee(s) of Lessor/Secured Party and Address(es)

This statement is filed without the Lessee's/Debtor's signature to perfect a security interest in collateral (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented

Filed with Clerk of the Court of Anne Arundel County NOT SUBJECT TO RECORDATION TAX

Joint and Several:
 Peter F. Verkouw, M.D., P.A. and
 Rodney L. Brimhall, M.D., P.A.

By *Peter F. Verkouw*
 Signature(s) of Lessee ~~XXXX~~

By *Sharon E. Wilson*
 Signature(s) of Lessor/Secured Party ~~XXXXXXX~~

ORIGINAL-1

699-3-74

12-50

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1984 AUG -1 PM 4:08

E. AUBREY COLLISON
CLERK

CD



LEASE BETWEEN
HBE LEASING CORPORATION (Lessor)

Lease No. 11018.01

Joint and Several: _____ and
Peter F. Verkouw, M.D., P.A. and Rodney L. Brimhall, M.D., P.A. (Lessee)

Dated the _____ day of _____ ~~475~~ ⁴⁷⁵ 19 ~~500~~ ⁵⁰⁰

EQUIPMENT SCHEDULE

| <u>ITEM</u> | <u>QUANTITY</u> | <u>DESCRIPTION</u> |
|-------------|-----------------|----------------------------------|
| 1 | One(1) | Central Control, Model #CL404-06 |
| 2 | One(1) | Chart Recorder, Model #CR21019 |
| 3 | One(1) | Monitor, Model #CM41016 |
| 4 | One(1) | Remote Start, Model #CS11526 |
| 5 | One(1) | Meter, Model #CZ10952 |
| 6 | One(1) | Accessory Kit, Model #7205/9331 |

Joint and Several:

Peter F. Verkouw, M.D., P.A.

Rodney L. Brimhall, M.D., P.A.

*Please attest 3
return w/acc-1.*

475 501

253013

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 5,000.00

If this statement is to be recorded in land records check here.

This financing statement Dated June 11, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Tom Rowley and Robinson Family Food, Inc.
Address 490 Ritchie Hwy., Severna Park Maryland 21146

2. SECURED PARTY

Name ROSSVILLE VENDING MACHINE CORPORATION
Address 8912 YELLOW BRICK ROAD, BALTIMORE, MARYLAND 21237
NOLAN, PLUMHOFF AND WILLIAMS, 204 W. PENNSYLVANIA AVENUE, TOWSON, MD. 21204
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
All the furnishings, dishes, glasses, linens, bar and kitchen equipment stock of food, liquor, beer and wine and all other equipment used or subjunctive acquired and operated in conjunction with the tavern and or carry out business located on the premises known as Shakey's Pizza, 490 Ritchie Hwy. Severna Pk., Md.

Also including CLASS 252 HBW Beer, Wine and Liquor Licenses issued by the Board of Liquor License Commissioners of Baltimore County, for the establishment known as Shakey's Pizza, 490 Ritchie Hwy., Severna Pk., and all renewals thereof.

RECORD FEE 12.00
RECORD TAX 35.00
#24490 0040 R01 715:57
AUG 1 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

The debtor hereby grants unto the Secured Party a Security interest in the collateral described hereinafter

Handwritten signature of Tom Rowley
(Signature of Debtor)

Tom Rowley
Type or Print Above Name on Above Line

By: Robinson Family Food, Inc.
(Signature of Debtor)

Type or Print Above Signature on Above Line

Handwritten signature of Joseph J. Stonik
(Signature of Secured Party)

JOSEPH J. STONIK, PRESIDENT
Type or Print Above Signature on Above Line

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 AUG - 1 PM 4:08
E. AUBREY COLLISON
CLERK

35
12

FINANCING STATEMENT FORM UC 3-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 6-14-84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Rolf J. Burke
Address 8100 Larry Place, Chevy Chase, MD 20815

2. SECURED PARTY

Name FIRST COMMERCIAL CORPORATION
Address 303 Second Street
Annapolis, MD 21403

RECORD FEE 11.00
POSTAGE .50
#24492 0040 R01 115:579
AUG 1 84

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1983 33' Cape Dory fiberglass hull #CPDU0095M83E
1983 30 HP Universal diesel engine #311258

ASSIGNEE:
Liberty Bank for Savings
Main & Court Streets
Middletown, CT 06457

Home anchorage/winter: Calesville, MD

NOT SUBJECT TO STATE DOCUMENTARY STAMP

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Rolf J. Burke
(Signature of Debtor)
ROLF J. BURKE
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

Mary M. Robinson agent
(Signature of Secured Party)
FIRST COMMERCIAL CORPORATION
Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1984 AUG - 1 PM 4:08
E. AUBREY COLLISON
CLERK

CP

11-50

Anne Arundel Co
6-21-84

STATE OF MARYLAND

BOOK 475 PAGE 503

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 227627

RECORDED IN LIBER 413 FOLIO 512 ON Aug. 28 1979 (DATE)

1. DEBTOR

Name Florian H. Zablorny
Address 2411 Crofton Lane, Ste 9 Crofton, MD

2. SECURED PARTY

Name Patterson Dental Company
Address 820 Church St. Evanston, IL
Dental Capital Corp. 1100 E. 80th St. Mpls., MN 55420
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

A. Continuation XXX
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:
(Indicate whether amendment, termination, etc.)

RECORDED FEE 11.4
324474 0040 R01 116:00
AUG 1 84

BL
CLERK

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY

1984 AUG - 1 PM 4:09
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

11 - 20

Dated _____

Patterson Dental Company
Dawn He... (Signature of Secured Party)
Type or Print Above Name on Above Line

This Financing Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) Name and Mailing Address:
(Do not abbreviate)

ARTHUR ANDERSEN & CO.
1666 K Street NW
Washington, D.C. 20006

2. Secured Party(ies) Name and Address:

TRI-CONTINENTAL LEASING
CORPORATION
11520 No. Central Expwy.
Suite #133
Dallas, Texas 75243

3. For Filing Officer: (Date, Time, Number and Filing Office):

BOOK 475 PAGE 304

4. This Financing Statement covers the following types (or items) of property.
(WARNING: If collateral is crops, fixtures, timber or minerals, read instructions on back.)

Lease #33-117-19316

EQUIPMENT LOCATION AND EQUIPMENT DESCRIPTION: See
Schedule "A" Attached

5. Name and Address of Assignee of Secured Party: (Use this space to describe collateral, if needed)

RECORD FEE 11.00
#24458 D040 R01 T14:35
AUG 1 1983

253015

Check only if applicable

This Financing Statement is to be filed for record in the real estate records.

Number of additional sheets presented 1
 Products of collateral are also covered.

6. This Statement is signed by the Secured Party instead of the Debtor to perfect a security interest in collateral

(Please check appropriate box)

- already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or
- already subject to a financing statement filed in another county.
- which is proceeds of the original collateral described above in which a security interest was perfected, or
- as to which the filing has lapsed, or
- acquired after a change of name, identity or corporate structure of the debtor.

By

David L. Blain
Signature(s) of Debtor(s)

(1) Filing Officer Copy — Numerical

By

Donna Reed
Signature(s) of Secured Party(ies)

NOTE: Attaching additional pages to a standard form will render the form into a nonstandard.
THE ODEE COMPANY, DALLAS, TEXAS 75238

STANDARD FORM—FORM UCC-1 (REV. 9-1-83) APPROVED BY SECRETARY OF STATE OF TEXAS



TRI-CONTINENTAL LEASING CORPORATION
 MACK CENTRE DRIVE
 PARAMUS, NEW JERSEY 07652

ROOM 475 PAGE 505

Schedule "A" to Agreement between TRI-CONTINENTAL LEASING CORPORATION,
 and ARTHUR ANDERSEN & CO.
 Dated February 24, 1984

Lease #33-117-19316

EQUIPMENT LOCATION: 9800 Savage Road
 Fort George Meade, Maryland 20755
 (Anne Arundel County)

EQUIPMENT DESCRIPTION: (1) Altos CPU ACS 68000-12 20 Megabyte
 (1) 40 Megabyte Addon Hard Disc
 (1) MTU-5 Tape Backup Unit
 (1) 512 Kilobyte RAM UK3 Upgrade
 (2) Dot Matrix IDS Printers
 (6) Televideo 925 Terminals
 (1) Unix 3 Operational System
 (1) Screen Definition Facility
 (1) RM Cobalt Compiler

11-

RECORDED FEB 24 11:00
 #2440 11:01 116:01
 86 1 84

CD

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 CIRCUIT COURT, ANNE ARUNDEL COUNTY
 1984 AUG -1 PM 4:09
 E. AUBREY COLLISON
 CLERK

Mailed to Secured Party

PLEASE INITIAL HERE

(Handwritten initials)

PAGE 1 OF 1



FINANCING STATEMENT

253016

Debtor(s)

Name: Gene R. Robertson
Address: 3523 Leslie Way
Laurel, Maryland 20707

Secured Party: Tower Federal Credit Union
9824 Herczog Road
P.O. Box 123
Annapolis Junction, Maryland 20701

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CIRCUIT COURT, ANNE ARUNDEL COUNTY
1984 AUG - 1 PM 4:09
E. AUBREY COLLISON
CLERK
CD

- The Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). Mobile Home - See Addendum
- If above described personal property is to be affixed to real property, describe real property.
- Proceeds of collateral are are not covered.
- Products of collateral are are not covered.

RECORD FEE 11.00
POSTAGE .50
#24498 0040 P.O. 14407
AUG 1 1984

Debtor(s): Gene R. Robertson
(SIGNATURE)

Secured Party:
Tower Federal Credit Union

GENE R. ROBERTSON
(TYPE OR PRINT)

By: [Signature]

NOT SUBJECT TO RECORDATION TAX-CONDITIONAL SALES CONTRACT.

TO: THE FILING OFFICER:
After recordation please mail to:
Tower Federal Credit Union
9824 Herczog Road
P.O. Box 123
Annapolis Junction, Maryland 20701

Mailed to Secured Party

Box 123/Annapolis Junction/Maryland 20701 6301-688-6486

11-50
TFCU #140 (.5M)



"ADDENDUM MOBILE HOME"

The undersigned debtor grants to Tower Federal Credit Union, its successors and assigns, a purchase money security interest, in accordance with the terms and conditions of the Security Agreement for Closed End Loan on the reverse side of the Loan Request and Credit Disclosure Statement to which this Addendum I is Attached, in and to the following described personal property:

Collateral: Mobile Home NEW OLD

Year: 1975 Tidwell
 Make and Model: Marion Jamacia
 Length and Width: 12X65
 Serial Number: 60822

Equipment (included as part of the collateral):
 Range # 51200
 Refrigerator # 521585
 Freezer # _____
 Dishwasher _____
 Clothes Washer G.E. Heavy Duty
 Dryer G.E. Heavy Duty
 Awnings 20X8 W/Rain Gutters
 Skirting Vertical Aluminum
 Air Conditioning Unit Sears Central 38,000Btu
 Acc. Shed (1)6X9 (2)8X8 (3)10X7
 Furniture (Mfgs. Floor Plan _____)
 Other Garden Tub, Fireplace, Add'l Bathroom

Primary use of collateral:

- Personal, family or household
- Farming Operations
- Business

Will the collateral be affixed to the land? NO YES

If yes, give full name of the record owners of the land: Holiday Mobile Estates
Clark Rd., Jessup, MD 20794

The collateral is to be located at: Holiday Mobile Estates Lot C78,
Jessup, MD 20794

Date: 1 June 1984

Gene R. Roberts
 DEBTOR

 DEBTOR

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 475 PAGE 508
Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

253019

1. DEBTOR

Name Video and Computer Attractions, Inc. T/A Video Connection
Address 1153 Md. Rt. #3, Crofton Station Shopping Center, Gambrills, Md. 21054

2. SECURED PARTY

Name Schwartz Brothers, Inc., T/A SBI Video
Address 4901 Forbes Blvd., Lanham, Maryland 20706

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
All items of inventory of any kind including, but not limited to, phonograph records, pre-recorded tapes and cassettes, pre-recorded video tapes and video discs, blank recording tapes and cassettes, blank video tapes, pre-recorded compact discs, assorted audio accessories (including but not limited to stereo wires, plugs, batteries, and record cleaners), assorted video accessories, electronic and home video equipment and games, video game accessories, computers, computer software, computer accessories, peripherals, computer media, computer furniture and computer training materials manufactured by companies for which secured Party may from time to time act as distributor and which are of the types sold by Secured Party to Debtor.

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Products of collateral are also covered)
- (Products of collateral are also covered)

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1984 AUG -2 PM 1:34
E. AUBREY COLLISON
CLERK

Mailed to Secured Party
RECORD FEE 12.00
POSTAGE .50
#24565 0040 R01 T11#26
AUG 2 84

Prithvi R. Ratra
(Signature of Debtor)

Prithvi R. Ratra, President
Type or Print Above Name on Above Line

Vishatar K. Malhotra
(Signature of Debtor)

Vishatar K. Malhotra, Vice President
Type or Print Above Signature on Above Line

Melvin C. Davis
(Signature of Secured Party)

Melvin C. Davis, V.P. Finance/ Admin.
Type or Print Above Signature on Above Line

18/30

BOOK 475 PAGE 509

File No.
Record Reference:
Liber..... Folio.....

FINANCING STATEMENT

Not subject to Recordation Tax. To Be Recorded in The Land Records
(For Fixtures Only).
 Subject to Recordation Tax on prin-
cipal amount of \$.....

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. The name(s) and address(es) of the Debtor(s) is(are)

Name of Debtor

Address

Odenton Shell Servicecenter, Inc.

1144 Annapolis Road
Odenton, Maryland 21113

2. The name and address of the Secured Party (or Assignee) is:

THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland

RECORD FEE 11.00
FACTS 50
#24566 0040 R01 T11#27
AUG 2 84

to which this Statement should be delivered after it is recorded and from which addi-
tional information may be obtained.

3. This Financing Statement covers the following types (or items) of property (the collat-
eral):

All accounts receivable, contract rights and inventory now owned or
hereafter acquired, and the proceeds and products thereof.

4. The collateral property is affixed or to be affixed to or is to be crops on the follow-
ing real estate: (Describe - include house number and street or block reference where
applicable).

5. Proceeds)
) of the collateral are also specifically covered.
 Products)

Debtor

Secured Party (Assignee)

Odenton Shell Servicecenter, Inc.....

THE CITIZENS NATIONAL BANK

By: Ernest N. Richards, III
Ernest N, Richards, III Pres.

By: Michael J. Loppatto
Michael J. Loppatto, VP

By:

Type or print all names and
titles under signatures.

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 AUG -2 PM 1:34 CD

E. AUBREY COLLISON
CLERK

Mailed to Secured Party
11-00
50

BOOK 475 2435 510

MARYLAND TERMINATION STATEMENT

Date 6/18/, 1984

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) name(s) and address: Douglas H. Bowen
1191 Greenholly Drive
Annapolis Md 21401

2. Secured Party and address (Type complete corporate name): Thorp Credit Inc of Md
1914 Forest Drive, Annapolis Md 21401

3. There is no outstanding secured obligation and there is no commitment to make advances, incur obligations, or otherwise give value, as between the above parties. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing file number and record reference as follows: Liber 452 Page 87
Identifying No. 243501

RECORD FEE 10.00
POSTAGE .50
#243501 0040 R01 711036
AUG 2 84

4. After recording this Termination Statement, the filing officer is requested to deliver or mail it to the Secured Party whose name and address appear above.

SECURED PARTY

Thorp Credit Inc of Md

(TYPE COMPLETE CORPORATE NAME)

By: Greg Fuchs MANAGER
Greg Fuchs

(Type signature below name)

AE 2/84

DO NOT TYPE IN MARGINS OUTSIDE OF GUIDE LINES

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 AUG -2 PM 1:34

E. AUBREY COLLISON
CLERK

10.00
50

BOOK 475 PAGE 511

253021

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Cantrell, Jr., Ernest
Address 572 Allen Road, Millersville, Maryland 21108

2. SECURED PARTY

Name Washington Freightliner, Inc.
Address 4100 41st Street, Brentwood, Maryland 20722
Credit Alliance Corporation, P.O. Box 1680, Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

ASSIGNEE OF SECURED PARTY

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Cantrell, Jr., Ernest
Ernest Cantrell Jr.
(Signature of Debtor)

Ernest Cantrell, Jr.
Type or Print Above Name on Above Line
(Signature of Debtor)

Type or Print Above Signature on Above Line

Washington Freightliner, Inc.

William Fenwick
(Signature of Secured Party)

William Fenwick
Type or Print Above Signature on Above Line

RECORDING FEE 17.00
POSTAGE .50
#24576 0040 801 711-11
AUG 2 1984

17.50

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1984 AUG -2 PM 1:34
E. AUBREY COLLISON
CLERK

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract")

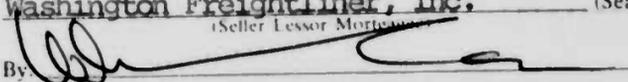
dated June 15, 1984 between Washington Freightliner, Inc. as Seller/Lessor/Mortgagee, and Ernest Cantrell, Jr., 572 Allen Road, Millersville, Maryland 21108

(Name) (Address)
 as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described, and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the property described therein and good right to sell, lease and transfer the same; it is a valid obligation arising out of the instalment sale or lease or mortgage of the property described therein to the Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; it reserves a valid, free and clear title to or creates an encumbrance and first lien upon such property; it and the property described therein are and will continue to be free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all statements made and unpaid balances shown therein are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it will be paid and performed according to the terms thereof, and it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, leases, loans, chattel mortgages and instalment paper; it has been properly filed or recorded, and will be re-filed or re-recorded where necessary, without cost to CREDIT; the property described therein has been delivered, accepted and installed, will be satisfactorily maintained and protected and will operate to the satisfaction of the Obligor; and there is still unpaid and owing thereon the sum total of the unmatured instalments stipulated in and evidenced by said contract the payment of which will be made by us if not paid by the Obligor, together with interest, attorneys' fees, court costs and other expenses in connection therewith. We further represent, warrant and agree that CREDIT has and will at all times continue to have a valid and enforceable first lien on the property described in said contract; that CREDIT may in our name endorse any notes or any other obligations given in connection with said contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, or to compromise or adjust any and all rights against and grant extensions of time of payment to the Obligor or any other persons obligated on said contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement between us and CREDIT, if any, applicable to the purchase of paper as defined therein, by CREDIT from us, are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to any notes or any other obligations given in connection with said contract. In addition to the foregoing it is agreed that we shall be fully liable for payment of all of Obligor's obligations under the contract in the event Obligor fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property described in the contract, and/or if CREDIT is unable to promptly retake possession of the property described in the contract free and clear of any other liens and encumbrances in the event of a default under the contract.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is

\$ 108,403.89
 IN WITNESS WHEREOF, we have hereunto set our hand and seal this 15th day of June, 19 84

Washington Freightliner, Inc. (Seal)
 (Seller Lessor Mortgagee)
 By: 

(If corporation, print or type exact corporate name; have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CONDITIONAL SALE CONTRACT NOTE

BOOK 475 PAGE 513

TO: Washington Freightliner, Inc. FROM: Ernest Contrell, Jr.
4100 41st Street, Brentwood, MD 20722 572 Allen Road, Millersville, MD 21108

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):
One (1) 1984 Western Star Dump, Model 4964-2 w/14' J & J Aluminum Dump Body S/N 28LPCCG9EK910932

(1) TIME SALES PRICE \$ 123,703.89
(2) Less DOWN PAYMENT IN CASH \$ 15,300.00
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-
(4) CONTRACT PRICE (Time Balance) \$ 108,403.89

*except that there shall be no payments during the months of January and February of the years 1985, 1986 and 1987.

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 572 Allen Road, Millersville, MD 21108
Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of One hundred eight thousand four hundred three dollars and 89/100

being the above indicated Contract Price (hereinafter called the "time balance") in 54 monthly installments, commencing on the 30th day of July, 19 84, and continuing on the same date each month thereafter until paid; the first 53 installments each being in the amount of \$ 2,007.50 and the final installment being in the amount of \$ 2,007.50

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0-% per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE
BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKERS(S):
Date: June 15, 19 84

Accepted Washington Freightliner, Inc. (SEAL) Ernest Contrell, Jr. (SEAL)
(Print Name of Seller Here) (Print Name of Buyer-Maker Here)

By: [Signature] By: Ernest Contrell Jr.
Co-Buyer-Maker: (SEAL)

(Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature) By:

This instrument prepared by

3

ORIGINAL FOR FILING - NON - NEGOTIABLE

BOOK 415 PAGE 514

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% add'd for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____(L.S.) _____(L.S.)
(Guarantor-Endorser) (Guarantor-Endorser)
_____(L.S.) _____(L.S.)
(Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19 _____ (SEAL)

(Witness) By: _____
(Signature: Title of Officer, "Partner" or "Proprietor")

BOOK 475 PAGE 515

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-9

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 222493

RECORDED IN LIBER 397 FOLIO 170 ON 1/12/79 (DATE)

1. DEBTOR

Name Charles & Daisy Gross

Address 3 Reidsville Street Annapolis, Maryland 21401

2. SECURED PARTY

Name American Finance Co

Address 8100 Professional Pl. Landover, Maryland 20706

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

| | |
|---|--|
| <p><input type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p> | <p><input type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p> |
| <p><input type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p> | <p><input checked="" type="checkbox"/> D. Other: <u>Terminate</u> (Indicate whether amendment, termination, etc.)</p> |

RECORD FEE 10.00
POSTAGE .50
#24580 C040 11 11:42
AUG 2 1984

10.00
50



Dated June 19, 1984

Elizabeth J. Newkirk

Elizabeth J. Newkirk

(Signature of Secured Party)

Acc. Rep.

Type or Print Above Name on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 AUG -2 PM 1:35

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

FINANCING STATEMENT FORM UC 71

Identifying File No _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 5-26-84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Joseph H. Jenkins
Address 3060 Perch Drive, Riva, MD 21140

2. SECURED PARTY

Name First Commercial Corporation
Address 303 Second Street, Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (List)

1982 39' 6" Kalik Concept Fiberglass Hull #00N400040582

1982 42 HP Pathfinder Diesel Engine

First Assignee:
Liberty Bank for Savings
Main and Court Streets
Middletown, CT 06457

NOT SUBJECT TO STATE DOCUMENTARY STAMP

Home Anchorage/Winter: Annapolis, MD

RECORD FEE 11.00
POSTAGE .50
#24583 0040 R01 111-555
AUG 2 84

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

RECEIVED FOR RECORD
CIRCUIT COURT, ANNAPOLIS COUNTY
1984 AUG -2 PM 1:35
E. AUBREY COLLISON
CLERK

[Signature]
(Signature of Debtor)

Joseph H. Jenkins
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

First Commercial Corporation
Type or Print Above Signature on Above Line

Anne Arundel Co
6-13-84

BOOK 475 PAGE 517

253023

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

| | | |
|--|---|---|
| 1. Debtor(s) (Last Name First) and address(es) Joest, Fred A. Jr. & Shirley E. 22 Carvel Circle Edgewater, Md. 21037 68-021-6558-7 | 2. Secured Party(ies) and address(es) Midlantic National Bank 2 Broad St. Bloomfield, N.J. 07003 | 3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) |
| 4. This statement refers to original Financing Statement bearing File No. <u>Book 418 Pg. 156</u> Filed with <u>Circuit Ct. Anne Arundel</u> Date Filed <u>November 5</u> 19 <u>79</u> | | RECORD FEE 12.00 POSTAGE .50 |
| 5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10. | | |

No. of additional Sheets presented:

By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
 By: [Signature] Signature(s) of Secured Party(ies)
 MIDLANTIC NATIONAL BANK ASST. V.P.

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

(FOR USE IN MOST STATES)



Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 AUG -2 PM 1:35

E. AUBREY COLLISON
CLERK

12.50
10.00
2.50

6-12-84

BOOK 475 PAGE 518

253024

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

| | | | |
|--|--|---|---|
| 1. Debtor(s) (Last Name First) and address(es) Weber, Frederick W. & Nancy E. 201 No. Quaker Lane Alexandria, Va. 22304 69-024-7575-4 | | 2. Secured Party(ies) and address(es) Midlantic National Bank 2 Broad St. Bloomfield, N.J. 07003 | 3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) |
| 4. This statement refers to original Financing Statement bearing File No. <u>Liber 461 Pg. 571</u> Filed with <u>Anne Arundel Cnty.</u> Date Filed <u>May 17</u> 19 <u>83</u> | | | |

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
- 10.

RECORDED 12.00
POSTAGE .50
#21085 D040 R01 111:56
NO 2

6-13-84

No. of additional Sheets presented:

By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
By: [Signature] Signature(s) of Secured Party(ies) ASST. V.P.

MIDLANTIC NATIONAL BANK

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1984 AUG -2 PM 1:35
E. AUBREY COLLISON
CLERK

CR
CLERK

Mailed to Secured Party

12-
-21
.50

FINANCING STATEMENT FORM UC 31

Identifying File No _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
not tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded
in land records check here

This financing statement Dated 5-26-84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Fischer, Daniel J. & Margaret O. Fischer
Address 4502 Deer Spring Road, Middletown, Md. 21769

2. SECURED PARTY

Name Backyard Boats, Inc.
Address 222 Severn Avenue
Annapolis, Md. 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1974 25' Cape Dory Fiberglass Hull # CPDE0136M74G
1974 6Hp Gas Johnson Engine # J3393247

First Assignee: First Commercial Corporation
303 2nd Street
Annapolis, md. 21403

2nd Assignee: Berkeley Federal Savings & Loan
21 Bleeker Street
Millburn, N. J. 07041

Home Anchorage/Winter: Pasadena, Md.

NOT SUBJECT TO STATE DOCUMENTARY STAMP

RECORD FEE 12.00
SEARCH FEE .50
#24789 0040 01 112:06
AUG 28 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are utilized or to be utilized to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Daniel J. Fischer
(Signature of Debtor)

Daniel J. Fischer
Type or Print Above Name on Above Line

Margaret O. Fischer
(Signature of Debtor)

Margaret O. Fischer
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Backyard Boats, Inc.
Type or Print Above Signature on Above Line

RECORDED FOR RECORD
CIRCUIT COURT, ST. LOUIS COUNTY MO
1984 AUG 28 PM 1:35
E. AUBREY COLLISON
CLERK

Annie Arundel Co
6-15-84

FINANCING STATEMENT FORM UC-31

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated May 12, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Berkeley T. Rulon-Miller
Address 213 East Churchill Street, Baltimore, MD 21230

2. SECURED PARTY

Name Kenneth W. Weihe
Address 2475 N. Venice Street
Arlington, VA 22207

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (List)

1979 25' Cape Dory fiberglass hull #CPDE0687M79C
1979 9.9 HP Evinrude gas engine #0000003

Home anchorage/winter: Annapolis, MD

NOT SUBJECT TO STATE DOCUMENTARY STAMP

1st ASSIGNEE:
First Commercial Corporation
303 Second Street
Annapolis, MD 21403

2nd ASSIGNEE: Berkeley T. Rulon-Miller
Berkeley Federal Savings & Loan
21 Bleeker Street
Millburn, NJ 07041

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Berkeley T. Rulon-Miller
(Signature of Debtor)

Berkeley T. Rulon-Miller

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Kenneth W. Weihe
(Signature of Secured Party)

Kenneth W. Weihe

Type or Print Above Signature on Above Line

RECORDING FEE 11.00
POSTAGE .50
#24590 CO-40 R01 T12:07
ME 2 84

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1984 AUG -2 PM 1:35

E. AUBREY COLLISON
CLERK

Anne Arundel
6.6.84

1100
50

FINANCING STATEMENT FORM UC 31

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated May 30, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name BEERS: Andrew C. and WHITE, Sara K.
Address P. O. Box 3504, Annapolis, Maryland 21403

2. SECURED PARTY

Name First Commercial Corporation
Address 303 Second Street
Annapolis, Maryland 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (List)

1981 35' Ta Shing Flying Dutchman fiberglass Hull #FD1350470681
1981 36 hp Volvo diesel engine #7944

Home Anchorage/Winter: Annapolis, Maryland

NOT SUBJECT TO STATE DOCUMENTARY STAMP

ASSIGNEE: Liberty Bank for Savings
Main and Court Streets
Middletown, CT 06457

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Andrew C. Beers
(Signature of Debtor)

ANDREW C. BEERS
Type or Print Above Name on Above Line

Sara K. White
(Signature of Debtor)

SARA K. WHITE
Type or Print Above Signature on Above Line

Mary M. Robinson, agent
(Signature of Secured Party)

FIRST COMMERCIAL CORPORATION
Type or Print Above Signature on Above Line

RECORD FEE 12.00
POSTAGE .50
#24591 0040 R01 712:08
AUG 2 1984

12.00

RECEIVED FOR RECORD
CIRCUIT COURT, W. & COUNTY
1984 AUG -2 PM 1:35
E. AUBREY COLLISON
CLERK

Anne Brendel Co
6-12-84

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$.....
- To Be Recorded in Land Records (For Fixtures only).

Name of Debtor

Address

Mark D. Cole

1650 Pleasant Plains Rd.
Annapolis, Md. 21401

SECURED PARTY (OR ASSIGNEE)

The First National Bank of Maryland—Address: 6704 Curtis Court
Glen Burnie, Maryland 21061

Attach separate list if necessary

- 1. This Financing Statement covers the following types (or items) of property (the collateral):

Two (2) Yamaha 150 H.P. Outboard Engines

Serial # 750128

Serial # 750411

- 2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

- 3. Proceeds } of the collateral are also specifically covered.
- Products }

- 4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

RECORD FEE 11.00
 POSTAGE .50
 #24592 0040 R01 112:17
 AUG 2 84

Debtor (or Assignor)

Mark D. Cole

 Mark D. Cole

Secured Party (or Assignee)

FIRST NATIONAL BANK OF MARYLAND
David Malach

 David Malach

BY Senior Retail Officer

RECEIVED FOR RECORD
 CIRCUIT COURT, ANNE ARUNDEL COUNTY

1984 AUG -2 PM 1:35

E. AUBREY COLLISON
 CLERK

Mailed to Secured Party

11.00
50

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ _____
- To Be Recorded in Land Records (For Fixtures only).

Name of Debtor

Address

n Howard M. Goetz
 Teri L. Goetz
 1139 Sunrise Beach Road
 Apt-B
 Crownsville, Md. 21032

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND—Address: Direct Loan Dept.
 P. O. Box 1344
 Baltimore, Md. 21203

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral): 1974 Eagle Mobile Home 12X60 Serial # 601244296

RECORD FEE 13.00
 POSTAGE .50
 #24573 DD-40 RM 112-1B
 AUG 2 84

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

Howard M. Goetz
 Howard M. Goetz

THE FIRST NATIONAL BANK OF MARYLAND

Teri L. Goetz
 Teri L. Goetz

BY Nicholas Lambrow
 Nicholas Lambrow

RECEIVED FOR RECORD
 CIRCUIT COURT, H.A.R. COUNTY

1984 AUG -2 PM 1:36 C.D.

E. AUBREY COLLISON
 CLERK

Mailed to Secured Party

13-00
15

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ _____
- To Be Recorded in Land Records (For Fixtures only).

| <u>Name of Debtor</u> | <u>Address</u> |
|-----------------------|---------------------------------|
| Howard M. Goetz | 1139 Sunrise Beach Road |
| Teri L. Goetz | Apt-B Crownsville, Md. 21032 |

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND—Address: Direct Loan Dept.
P. O. Box 1344
Baltimore, Md. 21203

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral): 1974 Eagle Mobile Home 12X60
Serial # 601244296

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

RECORD FEE 13.00
#2474 0040 RM 112420
AUG 2 84

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Howard M. Goetz
Howard M. Goetz

Teri L. Goetz
Teri L. Goetz

Secured Party (or Assignee)

THE FIRST NATIONAL BANK OF MARYLAND

BY *Nicholas Lambrow*
Nicholas Lambrow

FNB 0850

Type or print names under signatures

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, HANCOCK COUNTY

1984 AUG -2 PM 1:36

E. AUBREY COLLISON
CLERK

ED

13

AA 00
14-52



MARYLAND NATIONAL BANK

We want you to grow.SM

MEMBER FDIC

25303T

BOOK 475 PAGE 525

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Statement Records at _____
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) Address(es)
 Gene Adams, Gold, Silver, Coin, Stamp and Antique Center, Inc. T/A 1 Foundry Street
 Gene Adams Co., Inc. Savage, Maryland 20763

6. Secured Party Address
 Maryland National Bank 7133 Rutherford Road
 Attention: W. M. Pace, Jr. Baltimore, Maryland 21207

RECORD FEE 14.00
 POSTAGE 50
 024402 0040 BAL 712457
 AUG 2 84

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Specific Equipment. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

I, the GENE ADAMS' GOLD, SILVER, COIN, STAMP AND ANTIQUE CENTER, INC. T/A

Gene Adams Co., Inc. (Seal)

Secured Party
Maryland National Bank

By: *Bernie G. Adams* (Seal)
Bernie G. Adams

W. M. Pace, Jr. (Seal)

(Seal)

W. M. Pace, Jr., Vice President
Type name and title

(Seal)

Mailed to Secured Party

E. AUBREY COLLISON
 CLERK
 1984 AUG - 2 PM 1:37
 RECEIVED FOR RECORD
 DIST. COURT. BAL. COUNTY
 207698 REV 7/83

Mr. Clerk. Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above

RETURN TO:
 MARYLAND NATIONAL BANK
 ATTN: LOAN OPERATIONS (02-04-07)
 P.O. BOX 17047
 BALTIMORE, MARYLAND 21203

0019174/9001

14-00
BC

COPY FOR FILING

FINANCING STATEMENT

- Not Subject to Recordation Tax - Purchase Money To Be Recorded in Land Records (For Fixtures Only).
- Subject to Recordation Tax; Principal Amount is \$ _____

| NAME | ADDRESS |
|--------------------------------|---|
| 1. Debtors(s) (or assignor(s)) | No. Street City State |
| <u>Estrela Y. Alexander</u> | <u>701 Kings Lane Fort Washington, MD 20782</u> |
| <u>Clemon W. Alexander</u> | <u>701 Kings Lane Fort Washington, MD 20782</u> |

2. Secured Party (or assignee)
 SUBURBAN BANK 12125 Viers Mill Rd. Silver Spring, MD 20906

3. This Financing Statement covers the following types (or items) of property:

- 1- Computer Eagle PC plus-2 (256K)
serial # 312N0488
- 2- Printer Comrex CR-2 printer
serial # B 41004219
printer cable
box of diskettes
surge protector-scooter 6 outlets
- 3- Software D Base II
Word Star Professional

RECEIVED FOR RECORDATION
CIRCUIT COURT

1984 AUG -2 PM 1:37

E. AUBREY COLLISON
CLERK

RECORD FEE 12.00
 POSTAGE .50
 #24814 0040 R01 113:22
 ME 2 84

CHECK THE LINES WHICH APPLY

- 4. (If collateral is crops) The above described crops are growing or are to be grown on the Real Estate described below:
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

- 5. (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.
- (If products of collateral are claimed) Products of the collateral are also covered.
- 6. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party:
 SUBURBAN BANK
 By: Paula J. Fowler
 Type Name Paula J. Fowler
 Title Assistant Manager

Debtor(s) or Assignor(s)
Estrela Y. Alexander
Clemon W. Alexander

Estrela Y. Alexander
Clemon W. Alexander
 Type or Print Name and Title of Each Signature

Mailed to Secured 12-10
50

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253033

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity Date (if any):

1. Debtor(s) (Last Name First) and address(es)
I & D, Inc.
3647 Market Street
Clarkston, GA 30021

2. Secured Party(ies) and address(es)
Credit Alliance Corporation
2261 Perimeter Park
Atlanta, Ga. 30341

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 17.00
POSTAGE .50
RESULTS CO40 ROL 111-24
AUG 2 84

4. This financing statement covers the following types (or items) of property:

"ALL MACHINERY, INVENTORY, EQUIPMENT AND GOODS AS DESCRIBED IN ATTACHED ENTIRE AGREEMENT AND/OR IN ANY SCHEDULE PREPARED IN CONNECTION THEREWITH. THIS UCC FORM TOGETHER WITH THE ATTACHED SECURITY AGREEMENT AND/OR SCHEDULE ARE BEING SUBMITTED FOR FILING HERewith AS A FINANCING STATEMENT."

5. Assignee(s) of Secured Party and Address(es)

1069X-C-03-02993-1

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: Anne Arundel Co., Md.

I & D, Inc.

Credit Alliance Corporation

By: [Signature]
Signature(s) of Debtor(s)

By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

CD

RECEIVED FOR RECORD
CIRCUIT COURT T. A. COUNTY
1984 AUG -2 PM 1:38
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

17.50

—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELSTHIS MORTGAGE made the 29 day of May, 1984 by and betweenI & D, Inc., 3647 Market Street, Clarkston, Ga. 30021"Mortgagor" and Credit Alliance Corporation "Mortgagee"

WITNESSETH

1. To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever; PROVIDED, however, that if Mortgagor shall fully, timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage, the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee), and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description. Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personalty and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor agrees to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C-A Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

banks prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of 30% for each 25% change in the prime rate, however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns, and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective, however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST
X Pat O'Leary
Secretary

I & D, Inc. (Seal)
Mortgagor
By X Jack McEntee President (Title)

STATE OF Georgia
COUNTY OF DeKalb

} SS

X Jack McEntee

being duly sworn, deposes and says

1. He is the President of I & D, Inc. (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage.
2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
3. Mortgagor is solvent and justly indebted to Credit Alliance Corporation (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this 29 day of May, 19 84

X Jack McEntee

X Brenda C. Findley
NOTARY PUBLIC
Notary Public, Georgia State at Large
My Commission Expires May 27, 1986

STATE OF Georgia, COUNTY OF DeKalb, SS
Brenda C. Findley, a Notary Public duly qualified in and for said County and State, do hereby certify that on this 29th day of May, 19 84, in (Place) Clarkston, Georgia in said County, before me personally appeared Jack McEntee to me personally well known

(For Individual)
as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.

(For Partnership)
and known as and to be a member of the partnership of _____ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation)
to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the President of I & D, Inc.
Jack McEntee
who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument, that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at Stone Mountain, Georgia

that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written

(Notarial Seal)

X Brenda C. Findley NOTARY PUBLIC
Notary Public, Georgia State at Large
My Commission Expires May 27, 1986
CA-6(7-77)

SCHEDULE 'A'

This schedule is attached to and becomes part of ~~Conditional Sales Contract~~, Chattel Mortgage or Lease dated May 29, 1984 between the undersigned.

| QUANTITY | DESCRIPTION OF PROPERTY (Indicate Whether "New" or "Used") | YEAR & MODEL | SERIAL NO. |
|----------|---|--------------|--|
| 10 | Exxon 2210 Digital Facsimile Machines | | 4100128 4100063 4100100 4100142 4100088 4100177 4100169 4100161 4100037 4100237 |

This schedule is hereby verified correct and undersigned Purchaser(s), Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Credit Alliance Corporation

By: _____

Purchaser, Mortgagor or Lessee:

I & D, Inc.

By: X Jack Mc Entee, President

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

Ann Arundel Co.

1 DEBTOR (LAST NAME FIRST IF AN INDIVIDUAL) *Teaney, Mark A.* BOOK *475* PAGE *301* 1A SOCIAL SECURITY OR FEDERAL TAX NO. *137-22-2109*

1B MAILING ADDRESS *1645 Eton Avenue* 1C CITY STATE *Crofton, MD* 1D ZIP CODE *21114*

2 ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST IF AN INDIVIDUAL) 2A SOCIAL SECURITY OR FEDERAL TAX NO.

2B MAILING ADDRESS 2C CITY STATE 2D ZIP CODE

3 DEBTOR'S TRADE NAMES OR STYLES (IF ANY) 3A FEDERAL TAX NUMBER

4 SECURED PARTY
 NAME *Wayne Place Associates*
 MAILING ADDRESS *2201 Wilson Boulevard*
 CITY *Arlington* STATE *Virginia* ZIP CODE *22201* 4A SOCIAL SECURITY NO. FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO. *94-2919983*

5 ASSIGNEE OF SECURED PARTY (IF ANY)
 NAME
 MAILING ADDRESS
 CITY STATE ZIP CODE 5A SOCIAL SECURITY NO. FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.

6 This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required by instruction 4). **253034**

Limited Partnership interest in Wayne Place Apartments, Oakland, California, more further described in Exhibit "A" attached.

RECORD FEE *41.00*
 POSTAGE *1.00*
 #0422 004001 713732
 AUG 2 84

7A CHECK IF APPLICABLE 7A PRODUCTS OF COLLATERAL ARE ALSO COVERED 7B DEBTOR(S) SIGNATURE NOT REQUIRED IN ACCORDANCE WITH INSTRUCTION 5(A) ITEM (1) (2) (3) (4)

8 CHECK IF APPLICABLE DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH UCC § 9105 (1)(I)(II)

9 SIGNATURE(S) OF DEBTOR(S) *Mark A. Teaney* DATE *3-17-84* 10 THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, FILE NUMBER AND FILING OFFICER)

TYPE OR PRINT NAME(S) OF DEBTOR(S) *Mark A. Teaney*

SIGNATURE(S) OF SECURED PARTY(IES)

TYPE OR PRINT NAME(S) OF SECURED PARTY(IES) *Wayne Place Associates*

11 Return copy to

NAME *Nancy J. Roepke*
 ADDRESS *2201 Wilson Boulevard*
 CITY *Arlington, Virginia 22201*
 STATE *VA*
 ZIP CODE *22201*

11 FILING OFFICER COPY Approved by the Secretary of State

RECEIVED FOR RECORD
 CIRCUIT COURT, ANN ARUNDEL COUNTY
 1984 AUG -2 PM 1:39
 E. AUBREY COLLISON
 CLERK

11-00
SC
4.00 art. copy

REFORM 55801
 Poly Pak (50 sets) 5P801
 The underlying secured transaction being publicized by this Financing Statement is not subject to the Recordation Tax imposed by Article 81, S.277,278 Cd. of MD.

PARCEL ONE:

Beginning at a point on the Southwestern line of East 19th Street, distant thereon Northwesterly, 408.87 feet from the intersection thereof, with the Northwestern line of Fourth Avenue, as said street and avenue are shown on the map herein referred to; running thence Southeasterly along said line of East 19th Street 105 feet; thence South 34° 44' West, 125.79 feet to the Northerly line of the right of way heretofore conveyed to Oakland Traction Consolidated and being fifthly described in the deed dated February 26, 1906 and recorded in Book 1131 of Deeds, page 214, Alameda County Records; thence Southwesterly along said line of said right of way, 27.79 feet to the Southwestern line of Lot 17 herein referred to; thence Northwesterly along said line of Lot 17 and along the Southwestern line of Lot 18 herein referred to, 79.38 feet, more or less, to a point that would be intersected by a line drawn Southwesterly from the point of beginning and parallel with the line dividing Lots 17 and 18; thence Northeasterly along said line, so drawn, 147.9 feet, more or less to the point of beginning.

Being a portion of Lots 17 and 18 in Block "B", as said lots and block are shown on the "Map of Peralta Heights, Oakland, Alameda County, Cal.", filed July 11, 1877, in book 2 of maps, page 17, in the office of the County Recorder of Alameda County.

PARCEL TWO:

Beginning at a point on the Southwestern line of 19th Street, distant thereon Northwesterly, 454.37 feet from the interesection thereof, with the Northwestern line of Park Boulevard, formerly Fourth Avenue, as said street and avenue are shown on the map herein referred to; said point of beginning being also, where the dividing line between lots 18 and 19 in Block "B", intersect said Southwestern line of said 19th Street; running thence Southwesterly along said line between said Lots 18 and 19, 146.8 feet to the Southwestern boundary line of said Lot 18; thence Southeasterly along said boundary line, 37.7 feet to the Northwestern line of the parcel of land described in the deed by Amanda E. Augustine and husband to John M. Cockertin, dated January 30, 1897, recorded in Book 601 of Deeds, page 159, Alameda County Records; thence Northeasterly along said last named line, 147.9 feet to said Southwestern line of 19th Street; and thence Northwesterly along said last named line, 45.5 feet to the point of beginning.

Being a portion of Lot 18 in Block "B", as said lot and block are shown on the "Map of Peralta Heights, Oakland, Alameda County, Cal.", filed July 11, 1877, in Book 2 of Maps, page 17, in the office of the County Recorder of Alameda County.

Assessor's Parcel No.: 21-224-35-2

Quil

FO
TITI

M
321 W
MADI
TEL

511 SIR FT
GREEN
TEL

M
1437
SALI
TEL

SAN
205
SAN FR/ TEL

253041

BOOK - 475 PAGE 533

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 20,000.00

If this statement is to be recorded in land records check here.

Recordation Tax paid to Anne Arundel County in the amount of \$140.00.
This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name B. G. Geddings, Builders & Contractors, Inc.

Address 9 Crain Highway, N.E., Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Credit Alliance Corporation

Address P.O. Box 1680, 500 DiGiulian Blvd., Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

Maturity date of obligation (if any) _____

This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

B. G. Geddings, Builders & Contractors, Inc.

Bobby G. Geddings Pres
(Signature of Debtor)

Bobby G. Geddings, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation

[Signature]
(Signature of Secured Party)

Larry F. Kimmel, Operations Mgr.

Type or Print Above Signature on Above Line

RECORD FEE 17.00
RECORD TAX 140.00
POSTAGE 50
#35071 0247 802 117:23
AUG 2 84

E. AUBREY COLLISON
CLERK

1984 AUG - 2 PM 5:35

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

69

Mailed to Secured Party

17-
14050

CREDIT ALLIANCE CORPORATION770 LEXINGTON AVENUE
NEW YORK, NEW YORK 10021**—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELS**

BOOK - 475 PAGE 534

THIS MORTGAGE made the 14th day of June, 1984 by and between

**B. G. Geddings, Builders & Contractors, Inc., having its principal place of
business at 9 Crain Highway, N.E., Glen Burnie, Maryland 21061**"Mortgagor" and Credit Alliance Corporation "Mortgagee".**WITNESSETH**

1. To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever, PROVIDED, however, that if Mortgagor shall fully timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage; the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee); and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description, Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personalty and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor agrees to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross claim which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C.A. Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied, without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

BOOK - 475 PAGE 232

banks' prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of 30% for each 25% change in the prime rate, however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee wills to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed; and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns; and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST:

B. G. Geddings, Builders & Mortgage Contractors, Inc. (Seal)

By: *Bobby G. Geddings* (Title)

Secretary

STATE OF MARYLAND
COUNTY OF ANNE ARUNDEL

SS

being duly sworn, deposes and says:

- 1. He is the (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage
2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
3. Mortgagor is solvent and justly indebted to Credit Alliance Corporation (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same
4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

of B. G. Geddings, Builders & Contractors, Inc.

Sworn to before me this _____ day of _____, 19 _____

Bobby G. Geddings

NOTARY PUBLIC

STATE OF _____, COUNTY OF _____, SS.
I, _____, a Notary Public duly qualified in and for said County and State, do hereby certify that on this _____ day of _____, 19 _____, in (Place) _____ in said County, before me personally appeared _____ to me personally well known

(For Individual)
as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained

(For Partnership)
and known as and to be a member of the partnership of _____ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation)
to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the _____ of B. G. Geddings, Builders & Contractors, Inc.
who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing; and being authorized so to do, executed said foregoing instrument, that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment; that he knows the contents of said instrument, that he resides at _____
that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written

(Notarial Seal)

NOTARY PUBLIC

SCHEDULE "A"

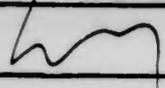
This schedule is attached to and becomes part of Conditional Sales Contract, BOOK 475 PAGE 536, Chattel Mortgage or Lease dated June 14, 1984 between the undersigned.

| QUANTITY | DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used") | YEAR & MODEL | | SERIAL NO. |
|----------|--|--------------|------|------------|
| One (1) | Used John Deere Loader/Backhoe, equipped with Wain-Roy Backhoe attachment | 1978 | 555 | S/N 288711 |
| One (1) | Used International Wheel Loader Backhoe, equipped with Hyrostatic Transmission 12", 18", 24" and 30" buckets | 1978 | 260A | S/N 1422 |

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Credit Alliance Corporation

By: 

Purchaser, Mortgagor or Lessee:

B. G. Geddings, Builders & Contractors, Inc.

By: 

TO BE
 NOT TO BE
 } RECORDED IN LAND RECORDS

 SUBJECT TO
 NOT SUBJECT TO

 } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ _____

FINANCING STATEMENT AND SECURITY AGREEMENT

CD

RECEIVED FOR RECORD
 CLERK
 1984 AUG - 2 PM 5:36
 S. AUBREY COLLISON

Debtor(s):

Mr. John Koontz T/A Port Annapolis Marina Snack Bar

923 Chesapeake Avenue, Annapolis, Maryland 21403

Port Annapolis Marina Snack Bar

956 Seahorse Court, Annapolis, Maryland 21401

Secured Party:

Atlantic Equipment Company

4511 Harford Road, Baltimore, Maryland 21214

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

Miscellaneous food service equipment including installations of any kind connected therewith or appurtenant thereto and including any future additions or substitutions as set forth in the Contract and Security Agreement No. 1977-84-CE, dated May 19, 1984.

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

Does not apply

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

RECORD FEE 13.00
 #65078 C237 R02 T17:28
 AUG 2 84

DEBTOR(S):

John Koontz
(Signature of Debtor)

John Koontz
Type or Print

(Signature of Debtor)

Type or Print

SECURED PARTY:

Atlantic Equipment Company
(Company, if applicable)

Gerald A. Perloff
(Signature of Secured Party)

Gerald A. Perloff, Controller
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Atlantic Equipment Company, 4511 Harford Road, Baltimore, MD 21214

Mailed to Secured Party

13-

| | | |
|--|--|--|
|  Maryland Financing Statement All information must be typewritten or printed in ink. | | File No. |
| (Not to Be) (Not to Be) Recorded in the Land Records.* <small>strike in applicable words</small> | | |
| Debtor(s) Name(s) and Address(es) Jim's Air Tools & Equipment of Baltimore, Inc. 823 Fairview Ave. <i>Anne Arundel</i> Linthicum Heights, Baltimore , MD 21090 | | Secured Party Name and Address C.I.T. Corporation 1301 York Road Lutherville, MD 21093 |
| xxxxxxx Secured Party xxxxxxx Corporation xxx | | The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax. |
| This Financing Statement covers the following types (or items) of property: Describe fully, giving Year and Make, Model, Motor or Serial No., etc. One (1) Used Clark Forklift Model FY-50B, S/N CFY-50B60-418560 One (1) Used Davey 190RPDQ Diesel Air Compressor, S/N 35444 One (1) Used Davey Model 250RPD Air Compressor, S/N 27601 "and all leases, other chattel paper, rentals, and other income related thereto and arising therefrom, and all cash and non-cash proceeds thereof." | | |
| Proceeds of collateral are also covered. | | |
| * If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate) | | |
| If Debtor does not have an interest of record in the real estate, the name of a record owner is _____ | | |
| This statement is to be returned, after recordation, to C.I.T. Corporation at its address above. | | |
| Debtor(s) Jim's Air Tools & Equipment of Baltimore, Inc. | | Secured Party C.I.T. Corporation |
| By <u>James W. Goode</u> Title <u>President</u> | | By <u>K. M. Louis</u> K. M. LOUIS |
| If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which. <u>James W. Goode</u> | | Type or print name of person signing |
| Type or print name(s) of person(s) signing | | Type or print name of person signing |

1984 AUG - 2 PM 5:36
 RECEIVED FOR RECORDATION
 CIRCUIT COURT BALTIMORE COUNTY
 E. AUBREY COLLISON
 CLERK

RECORD FEE 11.00
 POSTAGE .50
 #65079 C287 R02 717:28
 AUG 2 84

Mailed to Secured Party

115

ILD-141
Clerk of the Circuit Court
Anne Arundel County
P.O. Box 71
Annapolis, Maryland
21404

File No.
Record Reference: Liber.....
Folio.....

TERMINATION STATEMENT

BOOK - 475 PAGE 539..... To Be Recorded in the Land
Records. (For Fixtures Only)

The undersigned Secured Party of Record presents the following Statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. The identifying file number, record reference and date of filing of the original Financing Statement to which this Termination Statement shall apply are:

File Number: 248723.....;
Record Reference: Liber 465..... Folio 136.....;
Date of Filing: 8/19/83.....

2. The name(s) and address(es) of the Debtor(s) is(are):

| <u>Name of Debtor</u> | <u>Address</u> |
|---------------------------|---|
| LTD Contracting Co., Inc. | 3354 A Patuxent River Road Davidsonville, Maryland 21035 |

3. The name and address of the Secured Party of Record is:

The Citizens National Bank
390 Main Street
Laurel, Maryland 20707

The Secured Party of Record further certifies that it no longer claims a security interest under the above original Financing Statement or any continuation thereof.

WHEREFORE, the Secured Party of Record requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to note this Termination Statement in the index and to return this Termination Statement to the Debtor(s) at the foregoing address.

Secured Party of Record

THE CITIZENS NATIONAL BANK

RECORD FEE 10.00
POSTAGE .50
#65080 0237 R02 117:29
AUG 2 84



Dated: June 8, 1984

THE CITIZENS NATIONAL BANK

Name of Secured Party

Julie A. Brittingham
Signature of Secured Party

Julie A. Brittingham

Operations Officer

Type or Print (Include Title if Company)

FD-1216 MS

1050

Filed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1984 AUG -2 PM 5:36
E. AUBREY COLLISON
CLERK

BOOK - 475 PAGE 540

253014

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

| | | |
|---|--|---|
| 1. Debtor(s) (Last Name First) and address(es) Aronson, Jonas & Harrison, Woodrow d/b/a Master Musicians 131½ West Street Annapolis, MD 21401 | 2. Secured Party(ies) and address(es) FinanceAmerica Private Brands, Inc. 825 Crossover Lane Suite 121 Memphis, TN 38117 | 3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) |
|---|--|---|

4. This financing statement covers the following types (or items) of property:

"All inventory, whether now owned or hereafter aquired, bearing the trade name of Gibson, Epiphone, Pearl, Polymoog, Store & Clark Lab Lowrey, Hobart M. Cable and all other products manufactured and/or sold by Norlin Industries, Inc. and/or subsidiaries or assigns including all additions accessories, parts, substitutions, replacements, or proceeds thereof."

5. Assignee(s) of Secured Party and Address(es)

RECORD FEE 12.00
POSTAGE .50
#25081 0237 102 117:30
AUG 2 84

This statement is filed without the debtor's signature to perfect a security interest in collateral (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented.

Filed with Clerk of the Circuit Court

Master Musicians

By *Jonas P. Aronson*
Signature(s) of Debtor(s)

FinanceAmerica Private Brands, Inc.

By *Steve Keefe*
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy—Alphabetical

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1984 AUG - 2 PM 5:36
E. AUBREY COLLISON
CLERK

Mailed to Secured Party 1250

STATE OF MARYLAND
 FINANCING STATEMENT FORM UCC-1

BOOK - 475 PAGE 541

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1799.94

If this statement is to be recorded in land records check here.

This financing statement Dated 4/13/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 253015

1. DEBTOR

Name Mary A. Keene
 Address 13 Coach Ln. Balt Md. 21225

2. SECURED PARTY

Name Norwest Financial Md Inc.
 Address 8303 Balt. Natl Pike Balt. Md. 21229.

Person And Address To Whom Statement Is To Be Returned If Different From Above.

Maturity date of obligation (if any) 4/13/87

This financing statement covers the following types (or items) of property: (list)

- 2 T.V.s
- 1 Stereo
- 1 Washer
- 1 Doyer
- 1 Dishwasher
- 1 Refrigerator
- 1 Stove
- 1 Vacuum Cleaner
- 1 Living Room Set.
- 1 Bed Room Set

RECORD FEE 11.00
 RECORD TAX 10.50
 POSTAGE .50
 #65082 0237 R02 T17:31
 AUG 2 84

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

Mrs. Mary A. Keene
 (Signature of Debtor)

Mrs. Mary A. Keene.
 Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Daniel J. Sanford Manager
 (Signature of Secured Party)
 Daniel J. Sanford Manager
 Type or Print Above Signature of Above Line

RECEIVED FOR RECORD
 CIRCUIT COURT, BALTIMORE COUNTY
 1984 AUG -2 PM 5:36
 E. AUBREY COLLISON
 CLERK

11/2
 10/30
 22

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 5/30/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Quest Associates, Inc.

BOOK - 475 PAGE 542

Address 976 Captain's Walk, Annapolis, Md. 21403

253016

2. SECURED PARTY

Name Charles A. Murray ITF Atlantic National Bank Of Florida

Address 4307 Harbor House Drive, Tampa, Fla 33615

J. L. Fellona, Business Leasing Assoc, P.O. Box 2027, Annap, Md.

Person And Address To Whom Statement Is To Be Returned If Different From Above. 21404

3. Maturity date of obligation (if any) 5/30/87

This financing statement covers the following types (or items) of property: (list)

- 1 IBM PC Computer 0759710
- Disk Drive 00001075
- Monitor 421794
- NEC printer 546018807

RECORD FEE 11.00
POSTAGE .50
#65083 0237 R02 T17431
AUG 2 84

1984 AUG - 2 PM 5:36
E. AUBREY COLLISON
CLERK

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

PLEASE RETURN RECORDED COPY TO:

Atlantic National Bank of Florida
501 E. Kennedy Blvd.
Tampa, Florida 33602

Attention: J. B. Livingston

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Paul Bartz
(Signature of Debtor)

Paul Bartz
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

CA Murray
(Signature of Secured Party)

Charles A. Murray
Type or Print Above Name on Above Line

11/50

253047

FINANCING STATEMENT FORM UCC-1

Identifying File No. 8406010

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 6/6/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Touch Technology Inc. BOOK - 475 PAGE 543
Address 111 Chinquapin Round Rd, Annapolis, Md. 21401

2. SECURED PARTY

Name Charles A. Murray ITF Atlantic National Bank of Florida
Address 4307 Harbor House Dt, Tampa, Fla 21404
J.L. Fellona, Business Leasing Assoc, P.O. Box 2027, Annap. Md.
Person And Address To Whom Statement Is To Be Returned If Different From Above. 21404

3. Maturity date of obligation (if any) 6/6/86

4. This financing statement covers the following types (or items) of property: (list)

1 Sharp Desk Top Copier
Model #SF - 755
Serial # 46246362

RECORD FEE 11.00
POSTAGE .50
#65094 0237 R02 T17:32
AUG 2 84

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1984 AUG - 2 PM 5:36
E. AUBREY COLLISON
CLERK

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

PLEASE RETURN RECORDED COPY TO:

Atlantic National Bank of Florida
501 E. Kennedy Blvd.
Tampa, Florida 33602

Attention: J. B. Livingston

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Gary Barrett
(Signature of Debtor)

Gary Barrett
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Charles A. Murray
(Signature of Secured Party)

Charles A. Murray
Type or Print Above Name on Above Line

[Handwritten mark]

1150

253018

FINANCING STATEMENT FORM UCC-1

Identifying File No. 8405023

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 5/18/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

BOOK - 475 PAGE 544

1. DEBTOR

Name Service Master of Severna Park
Address 7928 B. Silver Leaf Ct, Glen Burnie, Md. 21061

2. SECURED PARTY

Name Charles A. Murray ITF W. Champagne
Address 4307 Harbor House Dr, Tampa, Fla 33615

J. L. Fellona, Business Leasing Assoc. P. O. Box 2027, Annapolis, Md
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 5/18/84

4. This financing statement covers the following types (or items) of property: (list)

- 1 Compaq computer #1415023035
- 1 COH F-10 #44791
- 1 Epson RX 80 FT #334094

RECORD FEE 11.00
POSTAGE .50
#24660 0040 R01 108:31
AUG 3 84

CHECK THE LINES WHICH APPLY

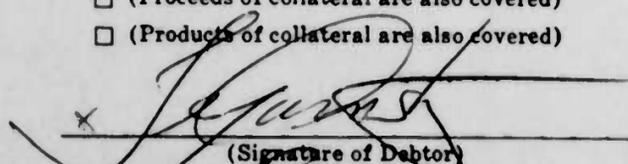
5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

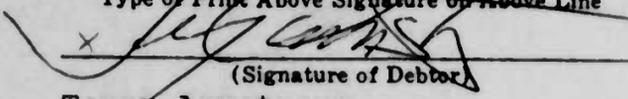
(Proceeds of collateral are also covered)

(Products of collateral are also covered)

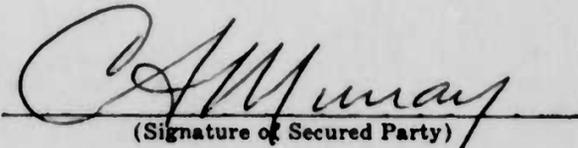
Mailed to Secured Party

x 
(Signature of Debtor)

Terry Armstrong
Type or Print Above Signature on Above Line

x 
(Signature of Debtor)

Terry Armstrong
Type or Print Above Signature on Above Line


(Signature of Secured Party)

Charles A. Murray
Type or Print Above Name on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT, S.S. COUNTY

1984 AUG -3 AM 9:02

E. AUBREY COLLISON
CLERK



11-50

FINANCING STATEMENT

FORM UCC-1

253019

Identifying File N840425

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 4/19/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

BOOK - 475 PAGE 545

1. DEBTOR

Name Business Leasing Associates, Inc.

Address P. O. Box 2027, Suite 29, Yacht Haven, Md 21404

2. SECURED PARTY

Name Charles A. Murray ITF Gordon Berryman

Address 4307 Harbor House Dr, Tampa, Fla 33615

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 4/19/87

4. This financing statement covers the following types (or items) of property: (list)

1 Canon Fax Machine #2112275

RECORD FEE 11.00
POSTAGE .50
#24661 C040 R01 T08:31
AUG 3 84

CD
E. AUBREY COLLISON
CLERK

RECEIVED FOR RECORD
CIRCUIT COURT, 11th CIRCUIT
1984 AUG - 3 AM 9:02

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Mailed to Secured Party

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Joseph L. Fellona
(Signature of Debtor)

Joseph L. Fellona
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Charles A. Murray

(Signature of Secured Party)
Charles A. Murray

Type or Print Above Name on Above Line

11-50

12/91 A

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1 253050 Ident. Book File No. -475 PAGE 546

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

| | |
|--|--|
| If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____ | If this statement is to be recorded in land records check here. <input type="checkbox"/> |
|--|--|

This financing statement Dated JUNE 12, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TERSHEIA D VENERABLE
Address 1230 B GEMINI DR, ANNAPOLIS, MD, 21403

2. SECURED PARTY

Name HORNET FINANCIAL MARYLAND INC
Address 2020 D WEST ST
ANNAPOLIS, MD, 21401
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
1 Television, 1 Vacuum Cleaner, 1 Living Room Set, 1 Bedroom Set

RECORD FEE 11.00
POSTAGE .50
#24663 C040 R01 T08:33
AUG 3 84

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1984 AUG - 3 AM 9:02
E. AUBREY COLLISON
CLERK

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

Tersheia D. Venerable
(Signature of Debtor)

TERSHEIA D VENERABLE
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Glenn F. Foelt
(Signature of Secured Party)

GLENN F FOELT

Type or Print Above Signature on Above Line

11-50

STATE OF MARYLAND

253051

22/97 A

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated MAY 22, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name NELLIE T FORRESTER BOOK - 475 PAGE 547
Address P O BOX 6008, ANNAPOLIS, MD, 21401

2. SECURED PARTY

Name NORVEST FINANCIAL MARYLAND INC
Address 2020 D WEST ST
ANNAPOLIS, MD, 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 Color Television, 3 Black and White Televisions, 1 Stereo,
- 1 Washer, 1 Dryer, 1 Freezer, 1 Vacuum Cleaner, 1 Air Conditioner,
- 1 Living Room Set, 1 Bedroom Set, 1 Dining Room Set

RECORD FEE 11.00
 POSTAGE .50
 #24664 C040 R01 T08:34
 AUG 3 84

RECEIVED FOR RECORD
 CIRCUIT COURT, ANNE ARUNDEL COUNTY
 1984 AUG -3 AM 9:02
 E. AUBREY COLLISON
 CLERK

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

Nellie Forrester
(Signature of Debtor)

NELLIE FORRESTER
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Glenn F. Foelt
(Signature of Secured Party)

GLENN F FOELT

Type or Print Above Signature on Above Line

11-50

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1
253052

BOOK - 475 PAGE 548
05/81
A

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated JUNE 5, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name YVETTE S PHILLIPS
Address 901 W PENNING RD, GALESVILLE, MD, 20765

2. SECURED PARTY

Name NORTWEST FINANCIAL MARYLAND INC
Address 2020 D WEST ST
ANNAPOLIS, MD, 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)
4. This financing statement covers the following types (or items) of property: (list)

1 Panasonic VCR

CD
RECEIVED FOR RECORD
CIRCUIT COURT, ANN. COUNTY
1984 AUG - 3 AM 9:02
E. AUBREY COLLISON
CLERK

RECORD FEE 11.00
POSTAGE .50
#24665 0040 R01 T08:34
AUG 3 84

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

Yvette S. Phillips
(Signature of Debtor)
YVETTE S PHILLIPS
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

Douglas M Smith
(Signature of Secured Party)
DOUGLAS M SMITH
Type or Print Above Signature on Above Line

11
50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-253053

BOOK 475 PAGE 549

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated MAY 31, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CATHERINE L HERBERT
Address 413 SECOND ST, ANNAPOLIS, MD, 21403

2. SECURED PARTY

Name HERVEST FINANCIAL MARYLAND INC
Address 2020 D WEST ST
ANNAPOLIS, MD, 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

1 Color Television, 1 Stree, 1 General Electric Washer, 1 General Electric Dryer, 1 Refrigerator, 1 Stove, 1 Vacuum Cleaner, 1 Living Room Set, 1 Bedroom Set, 1 Dining Room Set

RECORD FEE 11.00
POSTAGE .50
#24666 0040 R01 108:35
AUG 3 84

RECEIVED FOR RECORD
CIRCUIT COURT, ANN. COUNTY
1984 AUG -3 AM 9:02
E. AUBREY COLLISON
CLERK

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Mailed to Secured Party

Catherine L. Herbert
(Signature of Debtor)

CATHERINE L HERBERT
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Glenn F. Foelt
(Signature of Secured Party)
GLENN F FOELT

Type or Print Above Signature on Above Line

11-50

STATE OF MARYLAND

FINANCING STATEMENT FORM UC **853054** BOOK - **475** PAGE **550** 10/77
A

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated MAY 10, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SHIRLEY A DENNIS
Address 1150 RIVER BEAT CT, ANNAPOLIS, MD, 21401

2. SECURED PARTY

Name WINTER FINANCIAL MARYLAND INC
Address 2020 D WEST ST

ANNAPOLIS, MD, 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

3 Black and White Televisions, 1 General Electric Washer,
1 General Electric Dryer, 1 General Electric Refrigerator,
1 Sewing Machine, 1 Living Room Set, 1 Bedroom Set, 1 Dining Room Set

RECORD FEE 11.00
POSTAGE .50
#24667-C040 R01 T08:35
AUG 3 84

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

Shirley A. Dennis
(Signature of Debtor)

SHIRLEY H DENNIS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Glenn F. Foelt
(Signature of Secured Party)

(Signature of Secured Party)

GLENN F FOELT

Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
 CIRCUIT COURT, ANNA COUNTY
 1984 AUG - 3 AM 9:02
 E. AUBREY COLLISON
 CLERK

11-58

STATE OF MARYLAND
 FINANCING STATEMENT FORM UCC **253055** BOOK **-475** PAGE **551**

4
10/52

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated MAY 10, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DORIS D CONLEY
 Address 86 SUMMERFIELD DR, ANNAPOLIS, MD, 21403

2. SECURED PARTY

Name NORWEST FINANCIAL MARYLAND INC
 Address 2020 D WEST ST
 ANNAPOLIS, MD, 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) MAY 10, 1987

4. This financing statement covers the following types (or items) of property: (list)

3 Televisions, 1 Stereo, 1 Washer, 1 Dryer, 1 Refrigerator,
 1 Freezer, 1 Stove, 1 Sewing Machine, 1 Vacuum Cleaner, 1 Air
 Conditioner, 1 Living Room Set, 1 Bedroom Set, 1 Dining Room Set

RECORD FEE 11.00
 POSTAGE .50
 #24668 0040 R01 T08:36
 AUG 3 84

RECEIVED FOR RECORD
 CIRCUIT COURT, ANN. COUNTY
 1984 AUG -3 AM 9:02
 E. AUBREY COLLISON
 CLERK

CD

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Doris E. Conley
 (Signature of Debtor)

DORIS E CONLEY
 Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

Douglas M Smith
 (Signature of Secured Party)

DOUGLAS M SMITH

Type or Print Above Signature on Above Line

11-50

STATE OF MARYLAND

FINANCING STATEMENT ^{copy} 253056

BOOK 475 PAGE 552 ^{10/61}

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated MAY 10, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DELORES D HAWKINS
Address 933 CHESTERFIELD RD, ANNAPOLIS, MD, 21401

2. SECURED PARTY

Name NORWEST FINANCIAL MARYLAND INC
Address 2020 D WEST ST
ANNAPOLIS, MD, 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) NOVEMBER 10, 1986

4. This financing statement covers the following types (or items) of property: (list)

- 1 Color Television, 1 Coldspot Refrigerator, 1 General Electric Freezer,
- 1 Stove, 1 Singer Sewing Machine, 1 Vacuum Cleaner, 1 Air Conditioner,
- 1 Living Room Set, 1 Bedroom Set, 1 Dining Room Set

RECORD FEE 11.00
 POSTAGE .50
 #24669 0040 R01 T08:3.6
 AUG 3 84

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

DeLores D. Hawkins
(Signature of Debtor)

DELORES D. HAWKINS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Glenn F. Foelt
(Signature of Secured Party)

GLENN F. FOELT
Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
 CIRCUIT COURT, ANNE ARUNDEL COUNTY
 1984 AUG -3 AM 9:03
 E. AUBREY COLLISON
 CLERK

11 50

STATE OF MARYLAND
 FINANCING STATEMENT FORM UCC-253057

BOOK - 475 PAGE 553 ^{21/69} A

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated MAY 21, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name GLORIA P HALL
 Address 7 RUMSEVELT DR, ANNAPOLIS, MD, 21401

2. SECURED PARTY

Name NORWEST FINANCIAL MARYLAND INC
 Address 2020 D WEST ST
 ANNAPOLIS, MD, 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Color Television

RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY
 1984 AUG - 3 AM 9:03
 E. AUBREY COLLISON
 CLERK

RECORD FEE 11.00
 POSTAGE .50
 #24670 0040 R01 T08:37
 AUG 3 84

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Mailed to Secured Party

Gloria P. Hall
 (Signature of Debtor)
 GLORIA P HALL

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Glenn F. Foelt
 (Signature of Secured Party)
 GLENN F FOELT

Type or Print Above Signature on Above Line

11-50

Financing Statement (Form UCC-1)

253058

Identifying File No. _____

Not Subject to Recording Tax

1. LESSEE: CLOSE & HERSH, ATTORNEY AT LAW CO-LESSEE: PATENT RESEARCH ASSOCIATES
Name or Names

8826 Washington Blvd. Jessup MD 21046
Address City State Zip Code

2. LESSOR: BUTLER AND COMPANY, INC.

8726 Town & Country Boulevard, Suite 205 Ellicott City, MD 21043
Address City State Zip Code

3. ASSIGNEE (if any) OF LESSOR: _____

4. THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY (Describe)

Key System Model 1A2 including: (2) 584 C-Panels; (22) 400E Line Cards;
(1) 37 Station Intercom; (22) Buzzers; (20) 6-Button Sets; (1) 30 Button
Call Director

RECORD FEE 12.00
POSTAGE .50
#24671 0040 R01 108:39
AUG 3 84

5. PROCEEDS OF COLLATERAL (including Insurance Proceeds) ARE COVERED HEREUNDER.

LESSEE:

LESSOR:

CLOSE & HERSH, ATTORNEY AT LAW
Name of Lessee

BUTLER AND COMPANY, INC.

BY: Don E. Ferrell
Signature of Lessee

BY: Deborah Strawn
Signature of Lessor

Don E. Ferrell, partner
Type or Print, include title

DEBORAH STRAWN CREDIT MGR
Type or Print, include title

CO-LESSEE: PATENT RESEARCH ASSOCIATES BY: Ryle L. Close RYLE L. CLOSE
TO THE FILING OFFICER: After this statement has been recorded please return to:

BUTLER AND COMPANY, INC.
8726 Town & Country Boulevard, Suite 205
Ellicott City, MD 21043

301/1

10
E. AUBREY COLLISON
CLERK

1984 AUG - 3 AM 9:03

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY

12 - 56

mailed to: _____

MARYLAND FINANCING STATEMENT

BOOK - 475 PAGE 555 UCC-1

- Not Subject to Recordation Tax 253059
- Recordation Tax of \$ _____ on
Principal Amount of \$ _____ is enclosed/
has been paid (strike inapplicable phrase).

| | |
|------------------------|-------|
| For Filing Officer | |
| File No.: | _____ |
| Record Reference: | _____ |
| Date & Hour of Filing: | _____ |

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: B. AND H. EXCAVATING COMPANY, INC.
(Name or Names)
6924 Ft. Smallwood Road, Baltimore, Maryland 21226
(Address)

DEBTOR: _____
(Name or Names)

(Address)

2. SECURED PARTY: ATLANTIC INDUSTRIAL CREDIT CORPORATION
(Name or Names)
P.O. Box 10656, Towson, MD. 21285-0656
(Address)

3. ASSIGNEE (if any) of SECURED PARTY: BALTIMORE FEDERAL FINANCIAL F.S.A.
(Name or Names)
Box 116 FAYETTE + ST. PAUL STS. BALTO. MD 21203
(Address)

4. This Financing Statement covers the following types (or items) of property:

One - 1974 Caterpillar D8H Traxcavator with new engine and undercarriage, S/N 46A26775

RECEIVED FOR RECORD
 CIRCUIT COURT, BALTIMORE COUNTY
 1984 AUG - 3 AM 9:03
 E. AUBREY COLLISON
 CLERK

RECORD FEE 11.00
 POSTAGE .50
 #24679 0040 R01 T08:49
 AUG 3 84

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

- 6. Proceeds of Collateral are covered hereunder: Yes No
- Products of Collateral are also covered: Yes No

DEBTOR(S):
B. AND H. EXCAVATING COMPANY, INC.
 By: Anthony W. Buechner, Jr. Pres
ANTHONY W. BUECHNER, JR
 (Type or print name of person signing)

SECURED PARTY:
ATLANTIC INDUSTRIAL CREDIT CORPORATION
 By: Robert E. Polack
Robert E. Polack
 (Type or print name of person signing)

By: _____
 (Title)

 (Type or print name of person signing)

Return To: ATLANTIC INDUSTRIAL CREDIT CORPORATION
P.O. Box 10656, Towson, MD. 21285-0656

Mailed to Secured Party

BOOK - 475 PAGE 556

253060

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO

NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF

FINANCING STATEMENT

HOWARD JOHNSON COMPANY

LESSEE
1. Debtor(s):

Name or Names—Print or Type
250 Granite Street
South Shore Plaza Braintree MA 02184
Address—Street No., City - County State Zip Code

Name or Names—Print or Type
Address—Street No., City - County State Zip Code

LESSOR
2. Secured Party:

MARYLAND NATIONAL LEASING CORPORATION
Name or Names—Print or Type
502 Washington Avenue Towson MD 21204
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

See attachments.

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

LESSEE Debtor(s):

Robert G. King
(Signature of Debtor)

HOWARD JOHNSON COMPANY

Type or Print

(Signature of Debtor)

Type or Print

LESSOR

Secured Party:

MARYLAND NATIONAL LEASING CORPORATION

(Company, if applicable)

By: Almogol Attorney in fact
(Signature of Secured Party)

Type or Print (Include title if Company)

To THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Thomas S. Spencer, Esquire, Ober, Kaler, Grimes & Shriver,
1600 Maryland National Bank Building, Baltimore, MD 21202

Mailed to:

13-50

RECORD FEE 13.00
POSTAGE .50
#24688 C040 R01 T08:57
AUG 3 84

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
CIRCUIT COURT
1984 AUG -3 AM 9:04
E. AUBREY COLLISON
CLERK

The equipment leased pursuant to that certain Equipment Lease Agreement dated as of December 17, 1983, between Lessor, as lessor, and Lessee, as lessee (the "Lease") together with all accessions, substitutions and replacements thereof, and proceeds (including insurance proceeds) therefor (but without power of sale); more fully described on the attached schedules.

The equipment leased pursuant to the Lease was purchased by Lessor from Lessee, as part of a sale-leaseback transaction.

THIS FILING IS MADE FOR INFORMATIONAL PURPOSES ONLY AND IS INTENDED TO REPRESENT A TRUE LEASE.

MARYLAND NATIONAL LEASING CORPORATION
 SCHEDULE OF EQUIPMENT

HOWARD JOHNSON COMPANY

Lessee:

Attached to Bill of Sale dated _____, 19____
 and/or _____
 Equipment Schedule No. 84-4

Page No. 1 of 1 total pages
 Approved by RJR (Lessee to initial each page)

Equipment located at:
Howard Johnson's #026, 170 Revel Highway
 Street No. _____
Annapolis City Anne Arundel County MD State 21401 Zip

BOOK - 475 PAGE 558

| Manufacturer and/or Vendor Name & Invoice No. | Model No. | Serial No. | Description | Invoice Price |
|---|-----------|------------|---|---------------|
| C & W Telemanagement, Inc. 1111 W. Mockingbird Lane Suite 1400 Dallas, TX 75247 Invoice No. 831045 | | | AUDITCALL SYSTEM | |
| RCA Service Company A Division of RCA Corp. 9020 Red Branch Road Columbia, MD 21045 Invoice No. 764904556 | | | Freight | |
| | | | Labor Charge & Materials for Installation | |
| Total | | | | \$ |

(Attach All Vendor Invoices)

253061

BOOK - 475 PAGE 559

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

| | | |
|--|--|---|
| 1 Debtor(s) (Last Name First) and Address(es) Lite Equipment Leasing Corp 7948 Old Jessup Road Jessup Maryland 20794 | 2 Secured Party(ies) and Address(es) Vacuum Tank Mfg. Corp 269 Orchard Road E. Patchogue, NY 11772 | 3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 POSTAGE .50 #24689 C040 R01 T08:57 AUG 3 84 5 Assignee(s) of Secured Party and Address(es) Associates Commercial Corporation 1800 Northern Blvd Roslyn, New York 11576 |
|--|--|---|

4 This financing statement covers the following types (or items) of property:
 1984 Coleman K700 Tank Body S/N K7529584
 attached to a 1984 GMC S/N 1GDJC34WJEV521636

Document not subject to recordation tax

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered. Proceeds of collateral are also covered Products of Collateral are also covered No. of additional sheets presented: _____

Filed with: _____

By: _____ Signature(s) of Debtor(s)

By: *[Signature]* Signature(s) of Secured Party(ies)

Filing Officer Copy-Alphabetical

603469 Rev. 12-80

12-50

9

RECEIVED FOR RECORD
 CIRCUIT COURT, S.A. COUNTY
 1984 AUG -3 AM 9:04
 E. AUBREY COLLISON
 CLERK

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 ED 4/82

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

This Statement refers to original Financing Statement, Identifying File No. 217922 recorded in
Liber 386, Folio 316 on May 4, 1978 at Anne Arundel County
Date Location

1. DEBTOR(S):

Name(s) Shady Oaks Marine Supply, Inc.
Address(es) Route 1, Box 67, West River, Maryland 20881

2. SECURED PARTY:

Name The Savings Bank of Baltimore
Address 19 South Charles Street, Baltimore, MD 21203

Person and Address to whom Statement is to be returned if different from above.

Linda Seidl Maryland National Bank 1713 West St., Annapolis, MD 21401

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

RECORD FEE 10.00
POSTAGE .50
#24892, C040 R01 109:09
AUG 3 84

8.

9. SIGNATURES.

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

SECURED PARTY
The Savings Bank of Baltimore

By Jeffrey E. Brown

Vice President

(Type, Name and Title)



RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 AUG -3 AM 9:10

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

10.0 3

BOOK - 475 PAGE 561

253062

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

| | |
|------------------------|-------|
| For Filing Officer Use | |
| File No. | |
| Date & | |
| Hour | |

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

| | | | | |
|--|-----|--------------------|---------|-----------|
| Name(s) of Debtor(s) or assignor(s) (Last Name First) | No. | Street | City | State |
| Shirkey, Richard M. | 24 | Waysons Mobile Ct. | Lothian | Md. 20711 |

| | | | | |
|---|-----|---------------------------|----------------|-------|
| <i>Secured</i> Name of Secured Party or assignee | No. | Street | City | State |
| <i>Secured</i> Morgan, Raymond C. | 81 | 4400 N. Harbor City Blvd. | Melbourn, Fla. | 32935 |
| Morgan, Mildred M. | " " | " " | " " | " " |

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)
- 1964 Windsor Mobile Home, Ser #551-3388, Sears AC #E01318546, Sears Coldspot Refrig. Frigidare Refrig., #75A78250, Brown Funfare Gas Stove #62645, GE AC. #15MC309548, GE Color TV. #5N2F42366, Frigidare Autowasher Type WCDA64, DR Table and 4 chairs, Couch, fold out, Recliner Rocker, Platform Rocker, 2 End tables, Coffee Table, 3 Table lamps, Floor lamp, TV & Stereo table, Telephone stand, Foot Rest, 1 bed Box Springs and mattress, and Wizard Humidifier.

RECORD FEE 11.00
 POSTAGE .50
 #24693 C040 R01 T09:16
 AUG 3 84

RETURN TO:

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
4. Proceeds of collateral are also covered: Products of collateral are also covered:
5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
 The underlying secured transaction(s) being publicized by this Financing Statement is is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

Richard M. Shirkey Debitor (Seal)
 Richard M. Shirkey
 Raymond C. Morgan /and/ Mildred M. Morgan (Corporate, Trade or Firm Name)
Raymond C. Morgan /and/ *Mildred M. Morgan*
 secured parties Signature of Secured Party or Assignee

(Type or print name under signature) (Owner, Partner or Officer and Title)
 (Signatures must be in ink)

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 AUG -3 AM 9:18

E. AUBREY COLLISON
CLERK

11/25

BOOK - 475 PAGE 564

253009

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

| For Filing Officer Use | |
|------------------------|-------|
| File No. | |
| Date & | |
| Hour | |

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any) None

| | | | | |
|--|-----|--------|------|-------|
| Name(s) of Debtor(s) or assignor(s) (Last Name First) | No. | Street | City | State |
|--|-----|--------|------|-------|

| | | | | |
|--------------------|-----------------|------------|----------|-------|
| VALERA CORPORATION | 428-4th Street, | Annapolis, | Maryland | 21403 |
|--------------------|-----------------|------------|----------|-------|

| | | | | |
|-----------------------------------|------------------|---------|----------|--------|
| Name of Secured Party or assignee | No. | Street | City | State |
| CONTINENTAL BANK OF CANADA | 161 Bank Street, | Ottawa, | Ontario, | Canada |

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

All book accounts and book debts and generally all accounts, debts, dues and demands and choses in action of every nature and kind howsoever arising or secured and now due, owing or accruing or growing due, or which may hereafter become due, owing or accruing or growing due, to the undersigned, and any and all claims which the undersigned now has or may hereafter have under any policy of insurance of whatsoever nature.

RECORD FEE 11.00
 POSTAGE .50
 #24742 C040 R01 T12:06
 AUG 3 84

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

- 2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4. Proceeds of collateral are also covered: Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement ~~is~~ is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

| | |
|--------------------------------------|--|
| Debtor (s) or assignor (s) | VALERA CORPORATION |
| By: <i>Ross Hamre</i> (Seal) | Ross Hamre - President |
| | Kim Gottdank Secretary |
| | Signature of Secured Party or Assignee |
| | Continental Bank Of Canada |
| (Type or print name under signature) | (Owner, Partner or Officer and Title) (Signatures must be in ink) |
| | By: <i>E.U. Kirsipuu</i> E.U. Kirsipuu, Credit Officer |

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 AUG -3 PM 12:06

E. AUBREY COLLISON
CLERK

CRAIG B. Dunbar, Esq.
Rhodes Dunbar & Lomax
2030 N. 16th Street
Arlington, VA 22201

RETURN TO:

11-50

(9)

031145

BOOK - 475 PAGE 565

253070

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 18,000.00
- To be Recorded in Land Records (For Fixtures Only).

| <u>Name of Debtor</u> | <u>Address</u> |
|-----------------------------------|--|
| Arnold Building Contractors, Inc. | P.O. Box 668 Severna Park, Maryland 21146 |

| <u>Secured Party</u> | <u>Address</u> |
|----------------------|----------------|
| | |

RECORD FEE 11.00
 RECORD TAX 126.00
 POSTAGE .50
 #24733 0040 R01 T11:42

~~Resigned~~

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

AUG 3 84

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

- 1-New 1984 New Holland L555 Skid Steer Loader, Serial #589489
- 1-Used 1976 New Holland L775 Skid Steer Loader, Serial #212570

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)
Arnold Building Contractors, Inc.

By: *Donald R. Atwell*
Donald R. Atwell, President

By: *Ted W. Chwastyk*
Ted W. Chwastyk, Vice President

Secured Party (or Assignee)

FARMERS NATIONAL
BANK OF MARYLAND

BY *[Signature]*
Frank T. Lowman, Senior Vice President

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 AUG -3 PM 12:06

E. AUBREY COLLISON
CLERK

CP

11.00
126.00
50

STATE OF MARYLAND

Financing Records
Anne Arundel County

BOOK - 475 PAGE 566

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 216464

RECORDED IN LIBER 383 FOLIO 335 ON February 22, 1978 (DATE)

1. DEBTOR

Name Third Greentree Associates
Address 5530 Wisconsin Avenue, Chevy Chase, MD 20015

2. SECURED PARTY

Name Commonwealth of Pennsylvania School Employees' Retirement Fund
Address c/o The Fidelity Bank, P.O. Box 1300, Philadelphia, PA 19105

John W. Biasucci, Esq., 1718 Connecticut Ave., N.W., Washington, D.C. 20009
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) February 2020

RECORD FEE 10.00
POSTAGE .50
#24753 C040 R01 T12:35
AUG 3 84

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:
(Indicate whether amendment, termination, etc.)

Assignee: Integrated Funding, Inc.
666 Third Avenue
New York, New York 10017

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, ANN. COUNTY

BL
CLERK

1984 AUG -3 PM 12:36

E. AUBREY COLLISON
CLERK

COMMONWEALTH OF PENNSYLVANIA SCHOOL
EMPLOYES' RETIREMENT FUND

Dated July 23, 1984

James A. Perry
(Signature of Secured Party)
James A. Perry
Acting Executive Director
Type or Print Above Name on Above Line

10.00
30

FINANCING STATEMENT FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. _____

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name InterCAD Corporation
Address 175 Admiral Cochrane Drive, Annapolis, MD 21401

2. SECURED PARTY

Name Columbus National Leasing Corporation
Address 2570 Baird Road, Penfield, NY 14526

RECORD FEE 13.00
#24771 C040 R01 713:51
AUG 3 84

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) DN420-1MB DN420 Computational Node, High Resolution, 800 x 1024 Bit-Mapped, 19" Landscape Display, 1 Mbyte Main Memory, Touchpad Locating Device, 8 slot Chassis, 3 Asynchronous RS-232C I/O Ports, Supports up to 3.5 Mbyte Main Memory

One (1) PEB Performance Enhancement Board, Hardware Floating Point, 4 Kbyte Coche Memory

One (1) MSD-34M 34 Mbyte Winchester Disk

One (1) MSD-1.2M 1.2 Mbyte Diskette Drive
CHECK THE LINES WHICH APPLY

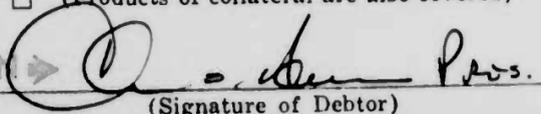
5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

ASSIGNEE: Manufacturers Hanover
183 East Main Street
Rochester, NY 14604

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

SIGNATURE 

(Signature of Debtor)

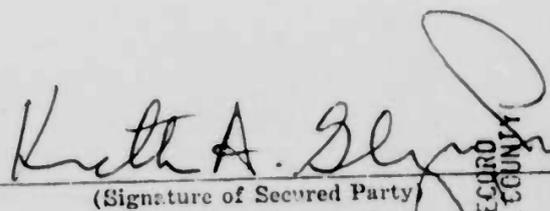
InterCAD Corporation

Type or Print Above Name on Above Line

Charles O. Heller, President

(Signature of Debtor)

Type or Print Above Signature on Above Line



(Signature of Secured Party)

Columbus National Leasing Corporation

Type or Print Above Signature on Above Line

Kenneth A. Glasgow, President

RECEIVED RECORDS SECTION
CIRCUIT COURT, BALTIMORE COUNTY

1984 AUG -3 PM 2:33

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

13-

253072

BOOK - 475 PAGE 568

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

| | |
|--|---|
| 1. DEBTOR(S) and Address(es) Printers Ink, Inc. T/A Minuteman Press 10 Aquahart Road Glen Burnie, MD 21061 | 2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: <i>Peggy L. Taylor</i> Return to Secured Party |
|--|---|

3. This Financing Statement covers the following types (or items) of property:
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of _____ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever.

B. All of the inventory of the Debtor, of every type or description now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other. Hamada 880 SX 14" x 20" 2 color offset press S/N EX-~~0276~~/HEC0037
Hamada 770 OD 14" x 18" 2 color offset press S/N HS-17401/HSC5672

RECORD FEE 11.00
RECORD TAX 31.00
POSTAGE .50
#29771 0040 R01 T13:58
AUG 3 84

200
200

0280 0646

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction ~~is~~ (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$ 43,000

DEBTOR:

Printers Ink, Inc.
T/A Minuteman Press
By: *[Signature]*
Donald M. Daily
By: *[Signature]*
John A. Palmer

SECURED PARTY:
UNION TRUST COMPANY OF MARYLAND

By: *[Signature]*
A. P. Ramsey Crosby
(Type Name)
June 25 19 **84**
(Date Signed by Debtor)

Mailed to Secured Party

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use Filing Officer only. Under each signature, type or print name of person signing and title any. Md., Va., D.C., Pa.

CD
RECEIVED FOR RECORD
CIRCUIT COURT, I. A. # 2

1984 AUG -3 PM 2:34
E. AUBREY COLLISON
CLERK

Rec'd: Anne Curdell Knott
Dated: 6-26-84
Amount: \$312.50
11-
301.50
012-1671-0986-1

TO BE
 NOT TO BE
 } RECORDED IN LAND RECORDS

 SUBJECT TO
 NOT SUBJECT TO

 } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ _____

FINANCING STATEMENT

Francis W. Hinebaugh

1. Debtor(s):

Name or Names—Print or Type
 Box 33-C, Tracy's Landing, Anne Arundel, Maryland
 Address—Street No., City - County State Zip Code
 20779

Name or Names—Print or Type
 Address—Street No., City - County State Zip Code

2. Secured Party:

John Deere Industrial Equipment Company
 Name or Names—Print or Type
 400 19th Street Moline, Ill. 61265
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

1 - New John Deere 410B Backhoe Loader, S/N TO410BB709039 with Reversible Stabilizer Pads, 18" and 24" Buckets

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S): _____

SECURED PARTY: _____

 (Signature of Debtor)
 Francis W. Hinebaugh
 Type or Print
Francis W. Hinebaugh
 (Signature of Debtor)

 Type or Print

John Deere Industrial Equipment Co.
 (Company, if applicable)

 (Signature of Secured Party)

 Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address John Deere Industrial Equipment Company
400 19th Street , Moline, Ill 61265

RECORD FEE 11.00
 POSTAGE .50
 #24781 C040 R01 T14:04
 AUG 3 84

RECEIVED FOR RECORD
 CIRCUIT COURT, W.A. COUNTY
 1984 AUG -3 PM 2:34
 E. AUBREY COLLISON
 CLERK

11-50

Mailed to Secured Party

FINANCING STATEMENT

BOOK - 475 PAGE 570

1. Name of Debtor: E. STEWART MITCHELL, INC.
 Address: 1400 Ceddox Street
 P. O. Box 2799 253074
 Baltimore, Maryland 21225

2. Name of Secured Party: UNION TRUST COMPANY OF MARYLAND
 Address: 210 Guilford Avenue
 Baltimore, Maryland 21202
 Attn: Commercial Finance Department

3. This Financing Statement covers the following types (or items) of property:

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods or personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described), now owned and hereafter acquired and now and hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated 6/22, 1984 from Debtor to Andrew W. Hartman and Robert C. Prietz, Trustees, all property being located in Baltimore City and Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All of Debtor's accounts receivable in respect of the Agreement of Lease dated May 5, 1980 by and between Debtor, as Landlord, and Bituminous Construction, Inc., as Tenant, covering, among other things, the land described as Parcel Two in Exhibit A attached hereto and made a part hereof, and any extensions and renewals thereof and substitutions therefore, whether said accounts receivable are in existence or hereafter created.

(c) All of Debtor's present and future accounts, contract rights, receivables, instruments, documents, chattel paper and general intangibles, all rights to the payment of money due or to become due to Debtor for any reason whatsoever, and all right and interest of Debtor in and to all goods returned or repossessed or stopped in transit, the sale, lease or other provision of which gave rise to an account and all books, records and data processing materials in any form (including tapes, discs and the like) documenting, describing or in any way relating to any or all of the foregoing.

(d) All of Debtor's present and after-acquired inventory, including raw materials, work in process, finished goods, goods returned or repossessed, goods held for demonstration, marketing or similar purposes and all materials and supplies either held by Debtor for sale, lease or other provision to customers of Debtor or used, useable or consumed in the course of Debtor's business all property and devices in or on which any of the foregoing is stored or maintained, whether in the possession and control of Debtor or of a third party for the account of Debtor and all books, records and data processing materials in any form (including tapes, discs and the like) documenting, describing or in any way relating to any or all of the foregoing.

RECORDED
 POSTAGE
 #24785 C040 R01 T13:11
 AUG 3 84

RECEIVED FOR RECORD
 CIRCUIT COURT, BALTIMORE COUNTY
 1984 AUG -3 PM 2:35
 E. AUDREY COLLISON
 CLERK

Mailed to Secured Party

CD

65-50

BOOK - 475 PAGE 571

(e) all of Debtor's equipment and motor vehicles (including without limitation those items described in Schedule A attached hereto and made a part hereof), both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, (iii) all books, records and data processing materials in any form (including tapes, discs and the like) documenting, describing or in any way relating to any or all of the foregoing and (iv) all cash and non-cash proceeds (including insurance proceeds) and products thereof.

(f) All cash and non-cash proceeds (including insurance proceeds) and products of the foregoing property are also covered by this Financing Statement.

4. The transaction being publicized hereby is subject to recordation tax as set forth in Exhibit B attached hereto and made a part hereof.

Debtor:

E. STEWART MITCHELL, INC.

Secured Party:

UNION TRUST COMPANY OF MARYLAND

By: Barton Mitchell
Name: BARTON S. MITCHELL
Title: PRES.

By: Andrew W. Hartman
Name: ANDREW W. HARTMAN
Title: VP

Mr. Clerk: Please return to the Secured Party at
the address listed above

PLEASE RECORD IN THE FINANCING STATEMENT RECORDS OF
BALTIMORE CITY AND ANNE ARUNDEL COUNTY, AND WITH THE STATE
DEPARTMENT OF ASSESSMENTS AND TAXATION

JRR86 (p)

PROPERTY DESCRIPTION

PARCEL ONE

ALL that parcel of land located in Baltimore City, State of Maryland, and more particularly described as follows:

BEGINNING FOR THE SAME on the south side of Ceddox Street, at the end of the South 85 degrees 49 minutes west 410 foot line of the third parcel in a Deed dated March 27, 1956 and recorded among the Land Records of Baltimore City in Liber MLP No. 10212, folio 531, from John Leo Flanigan and wife to The Brooklyn Corporation; and running thence North 4 degrees 4 minutes west, parallel with Pennington Avenue, 210 feet to the south side of an alley 20 feet wide; thence South 85 degrees 49 minutes west, binding on said side of said alley, with the use thereof in common, 290 feet to the end of said alley, at the center line of Prudence Street; and thence continuing the line of said alley westerly, as if the same had been extended, 730 feet, more or less, to the east side of a 30 foot right of way binding on the South 15 degrees 37 minutes east 372.63 foot line of said third parcel in said deed above mentioned; thence binding on the east side of the said 30 foot right of way, with the use thereof in common, South 15 degrees 37 minutes east 555 feet, more or less, to a point 20 feet north of the 66 foot strip of land described in a Deed dated September 21, 1928 from Isaac C. Rosenthal, et al, to the Union Trust Company, recorded in Liber SCL No. 4940, folio 107, etc., thence by three lines, all of which are at all points 20 feet north of the aforesaid 66 foot strip of land, the three following courses and distances, viz: North 54 degrees 52 minutes east about 68 feet; and thence by a line curving to the right with a radius of 872.02 feet an arc distance of 846.71 feet, more or less, and thence South 69 degrees 30 minutes east to the point of intersection with a line drawn southerly in extension of the North 4 degrees 4 minutes west 210 foot line theretofore mentioned; thence northerly binding on said line so drawn 265 feet, more or less, to the place of beginning. Containing 9.49 acres more or less.

BEING the same lot of ground described in a Deed from The Asphalt Service Company, Inc. to E. Stewart Mitchell, Inc. dated November 14, 1968 and recorded among the Land Records of Baltimore City in Liber RHB No. 2446, folio 41.

SAVING AND EXCEPTING, however, an easement 60 feet wide through the above tract of land for the purpose of the installation of sewers and other utilities; said easement shall run from the eastern boundary of the above tract of land westerly to the 846.71 foot line of the tract above described, the north and south sides of said easement shall be lines drawn in extension westerly of the north and south sides of Beech Street between Pennington Avenue and the 20 foot alley 105 feet west of Pennington Avenue, as shown on the Plat of Curtis Bay Highlands recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 2, Rod D-3, Plat No. 198, if the same had been extended.

ALSO SAVING AND EXCEPTING that portion of the above-described property described in a Deed from E. Stewart Mitchell, Inc. to Mayor and City Council of Baltimore dated January 16, 1974 and recorded among the Land Records of Baltimore City, Maryland in Liber R.H.B. No. 3098, folio 656.

BOOK - 475 PAGE 573

TOGETHER with the right to use the 30 foot right of way hereinabove mentioned and an extension thereof northerly to Rosabel Avenue, as conveyed to the Mayor and City Council of Baltimore by Deed dated May 9, 1950 and recorded in Liber MLP No. 8194, folio 192, from the Reservoir Construction Corporation and also Ceddox Street, Ben Hill (Beech Avenue) from the eastern boundary of the property hereby conveyed, easterly to Pennington Avenue and also a 20 foot right of way, the west side of which shall bind on the east side of the above described lot and run along said side 325 feet to the south side of Ceddox Street, all of which easements shall be for ingress and egress and utilities.

THE mention of the 30 foot right of way, the 20 foot right of way and the streets and alleys, herein is for the purpose of description only and not for the purpose of the dedication of the same to public use, dedication being specifically reserved, the Grantor herein does not assume any obligation in connection with the opening or improvement of the streets and alleys, herein mentioned, but hereby conveyed unto the said party of the second part the right to use the same for ingress, egress and utilities.

SUBJECT, HOWEVER, to the lien, operation and effect of a Modified and Restated Deed of Trust dated October 25, 1982 from E. Stewart Mitchell, Inc. to Charles E. Baker, Jr. and Gordon DeGeorge, Trustees, and recorded on November 5, 1982 among the Land Records of Baltimore City at Liber C.W.M., Jr. 4249, page 797.

PARCEL TWO

ALL that parcel of land located in Anne Arundel County, State of Maryland, and more particularly described as follows:

BEGINNING for the same at the end of the eighth or North $02^{\circ} 39' 30''$ West 168.57 feet line of the fourth parcel of that land which by deed dated September 20, 1968 and recorded among the Land Records of Anne Arundel County, Maryland in Liber M.S.H. 2209 in Folio 92 was granted and conveyed by James P. Barton, Trustee, et al, to James P. Barton and Mary I. Mitchell (also known as Irene Barton Mitchell), and running thence reversely with and binding on the eighth through the third lines of a parcel of land described in the deed mentioned above, as now corrected to the Maryland State Grid Bearings, more or less, the following six (6) courses and distances, viz:

- (1) South $11^{\circ} 39' 30''$ East 168.57 feet,
- (2) South $41^{\circ} 16' 30''$ West 262.3 feet,

(3) South 37° 55' 30" West 194.4 feet,
(4) South 51° 54' 30" West 306.2 feet,
(5) South 10° 48' 30" East 260.9 feet, and
(6) South 79° 26' 30" West 221.2 feet, to the East side of Brager Station Road (also known as Myers Station Road), thence running with and binding on the East side of said road and also reversely with the second and first lines of the parcel of land described in the deed mentioned above, the following two (2) courses and distances, viz:

(7) North 13° 01' West 636.94 feet, and

(8) 202.3 feet along the arc of a curve to the left, having a radius of 366 feet and a chord bearing North 29° 09' West 196.76 feet, thence continuing with the East side of Brager Station Road as now corrected to the Maryland State Grid Bearings, more or less, the following three courses and distances viz:

(9) North 39° West 202.13 feet,

(10) North 28° West 455 feet, more or less, and

(11) North 61° West 800 feet, more or less, thence leaving Brager Station Road and running with the fillet to the Centerline of the W. B. & A. Railroad Right of Way, a chord bearing,

(12) North 32° West 180 feet more or less, thence running with and binding on the Centerline of said W. B. & A. Railroad Right of Way,

(13) North 19° East 1420 feet more or less, thence leaving said Centerline for a new line of division between the W3 and the DD zones,

(14) South 35° 21' East 2730 feet more or less, to the place of beginning containing 60 acres of land more or less.

BEING all of parcel four and part of parcels one, two, and six of that land which by deed dated September 20, 1968 and recorded among the Land Records of Anne Arundel County, Maryland in Liber M.S.H. 2209 at Folio 92, was granted and conveyed by James P. Barton, Trustee, et al, to James P. Barton and Mary I. Mitchell, (also known as Irene Barton Mitchell).

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EXHIBIT A
(Cont.)

SUBJECT, HOWEVER, to the lien operation and effect of a Mortgage dated December 31, 1976 from The Bituminous Construction Company to James P. Barton and Irene B. Mitchell and recorded on July 26, 1977 among the Land Records of Anne Arundel County at Liber 2983, folio 136.

CERTIFICATE FOR ALLOCATION
OF MARYLAND RECORDATION TAX

TO: CLERKS, CIRCUIT COURTS FOR BALTIMORE CITY AND ANNE ARUNDEL COUNTY

RE: \$7,000,000 Loan (the "Loan") to E. STEWART MITCHELL, INC. (the "Debtor") from UNION TRUST COMPANY OF MARYLAND (the "Bank")

With respect to the Loan and the real and personal property (the "Collateral") securing the Loan, the Debtor hereby certifies to the best of the Debtor's knowledge and information as follows:

- 1. Value of accounts, general intangibles, inventory and other exempt Collateral \$ 11,000,000
- 2. a. Value of equipment, real estate and other non-exempt Collateral located in Baltimore City \$ 1,500,000
- b. Value of equipment, real estate and other non-exempt Collateral located in Anne Arundel County \$ 1,000,000
- 3. Total Value of Collateral \$ 13,500,000

4. Computation of Amount of Debt Exempt from Recordation Tax

| <u>Value of Exempt Collateral</u> | X | Total Amount of Debt Secured | = | Amount of Debt Exempt from Tax |
|-----------------------------------|---|------------------------------------|---|--------------------------------------|
| Value of Total Collateral | | | | |
| \$ <u>11,000,000</u> | X | \$7,000,000 | = | \$ <u>5,700,000</u> |
| \$ <u>13,500,000</u> | | | | |

- 5. Amount of Non-Exempt Debt \$ 1,296,000

6. Computation of Percentage of Recordation Tax payable to Baltimore City

| | | | | |
|---|---|-----|---|---|
| $\frac{\text{Value of Non-Exempt Collateral located in Baltimore City}}{\text{Value of Total Non-Exempt Collateral}}$ | X | 100 | = | Percentage of Recordation Tax payable to Baltimore City |
| $\frac{\$ 1,500,000}{\$ 2,500,000}$ | X | 100 | = | <u>60</u> % |

7. Computation of Percentage of Recordation Tax payable to Anne Arundel County

| | | | | |
|--|---|-----|---|--|
| $\frac{\text{Value of Non-Exempt Collateral located in Anne Arundel County}}{\text{Value of Total Non-Exempt Collateral}}$ | X | 100 | = | Percentage of Recordation Tax payable to Anne Arundel County |
| $\frac{\$ 1,000,000}{\$ 2,500,000}$ | X | 100 | = | <u>40</u> % |

8. Recordation Tax Due to Baltimore City

| | | | | |
|---------------------------|---|------------------------------|---|-------------------------------|
| Amount of Non-Exempt Debt | X | Rate of Recordation Tax | X | Baltimore City Percentage |
| <u>\$ 1,296,000</u> | | $\frac{\$ 5.00}{\$1,000.00}$ | X | <u>60</u> % = <u>\$ 3,888</u> |

| | | |
|--|---|-----------------|
| Less Amount of Recordation Tax paid on a Deed of Trust of even date herewith from Debtor to the Bank | - | <u>\$ 3,750</u> |
| Recordation Tax Due Baltimore City | | <u>\$ 138</u> |

9. Recordation Tax Due Anne Arundel County

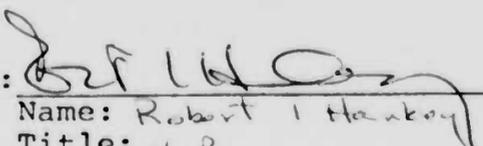
| | | | | |
|---------------------------|---|------------------------------|---|--------------------------------|
| Amount of Non-Exempt Debt | X | Rate of Recordation Tax | X | Anne Arundel County Percentage |
| <u>\$ 1,296,000</u> | | $\frac{\$ 7.00}{\$1,000.00}$ | X | <u>40</u> % = <u>\$ 3,629</u> |

| | | |
|--|---|-----------------|
| Less Amount of Recordation Tax paid on a Deed of Trust of even date herewith from Debtor to the Bank | - | <u>\$ 5,250</u> |
|--|---|-----------------|

BOOK - 475 PAGE 578
Recordation Tax Due Anne Arundel County

\$ 0

E. STEWART MITCHELL, INC.

By:  (SEAL)
Name: Robert I. Hankey
Title: V.P.

SCHEDULE A
EQUIPMENT LIST

BOOK - 475 PAGE 579

| Year/Description | Serial Number |
|---------------------------------|-------------------|
| 1946 Mack Tractor | LFTD1323 |
| 1954 Mack Tractor | B61T2226 |
| 1973 Mack Tractor | R795ST2597 |
| 1974 Mack Tractor | R795ST2524 |
| 1972 Ford Tractor | R80CVM71664 |
| 1978 Mack Tractor | F767ST1369 |
| 1979 Mack Tractor | R686ST32615 |
| 1979 Mack Tractor | R686ST32616 |
| 1979 Mack Tractor | R686ST32617 |
| 1979 Mack Tractor | R686ST32618 |
| 1978 Ford Tractor | R80DVCC6801 |
| 1975 Ford Tractor | R90TBT31832 |
| 1983 Mack Tractor | 1M2N179C7DA085312 |
| 1983 Mack Tractor | 1M2N179C5DA085311 |
| 1983 Mack Tractor | 1M2N179C9DA085313 |
| 1975 Ford Tractor | R90VWV29806 |
| 1972 Ford Etn Dist. Truck | R80CVM71644 |
| 1958 Mack-Etn Dist. Truck | R401X1267 |
| 1972 Ford-Etn. Dist. Truck | N90KVN31537 |
| 1968 Mack-McCoy-Tay Dist. Truck | R685ST-2773 |
| 1941 Mack Beer Dist. Truck | EHT1D1713 |
| 1955 Mack Water T & T | B61T3889 |
| 1971 Ford Dump Truck | F50CEL41580 |
| 1972 Ford Flat Bed | F61EEN85671 |

| Year/Description | Serial Number |
|--------------------------|-------------------|
| 1966 Chevy Stake Truck | HLG93B113966 |
| 1973 GMC Mobile Home | 17BOCSV102208 |
| 1978 Ford Service Truck | F37HEB3155 |
| 1981 Cadillac Eldorado | 1G6AL5794BE602616 |
| 1979 Chevy Impala | 1L69G9J226076 |
| 1980 BMW | WBA39970006791898 |
| 1980 Chevy Van | CGL26A7130250 |
| 1979 Toyota P/U | RN42008543 |
| 1979 Chevy P/U | CGL2597149774 |
| 1979 GMC P/U | TCZ1491535767 |
| 1979 GMC Service Truck | TCL339B519910 |
| 1974 Ford Service Truck | F37HE583711 |
| 1974 Chevy Service Truck | CKY2348128688 |
| 1977 GMC Service Truck | TCE537V578222 |
| 1981 Chevy 3/4 Ton | 16CGC23M4BB128667 |
| 1981 Chevy 3/4 Ton | 16CGC23M4BB128567 |
| 1954 Tra-Mo Trailer | 85-742-00034 |
| 1959 H-M Trailer | K53625 |
| 1961 Etnyre Trailer | D8726423493 |
| 1952 Heil Trailer | 74701 |
| 1948 Fruehauf Trailer | F32907 |
| 1952 Fruehauf Trailer | TD2142 |
| 1952 Fruehauf Trailer | TD1256 |
| 1945 Fruehauf Trailer | FW18350 |
| 1942 Fruehauf Trailer | 084372 |
| 1945 Fruehauf Trailer | FW17022 |

| Year/Description | Serial Number |
|-----------------------|---------------|
| 1952 Ford Trailer | 16212CC2414 |
| 1953 Tra-Mo Trailer | 95X15199 |
| 1958 Etnyre Trailer | D7028H28985 |
| 1958 Etnyre Trailer | D7028H58746 |
| 1954 Penn Trailer | T10045 |
| 1953 Fruehauf Trailer | 55DFFW91261 |
| 1953 Tra-Mo Trailer | 95X15201 |
| 1953 Tra-Mo Trailer | 95X15293 |
| 1959 Fruehauf Trailer | 0M16412 |
| 1936 Tra-Mo Trailer | 22558 |
| 1939 Tra-Mo Trailer | 22597 |
| 1939 Fruehauf Trailer | L56656 |
| 1950 Fruehauf Trailer | G45741 |
| 1962 H-M Trailer | AC78955MD |
| 1958 Etnyre Trailer | L7224H29318 |
| 1958 Etnyre Trailer | D7225H29319 |
| 1963 H-M Trailer | AC80755MD |
| 1943 Tra-Mo Trailer | 52809 |
| 1956 Kingham Trailer | 28063 |
| 1956 Kingham Trailer | 28064 |
| 1958 Etnyre Trailer | D72BH29254 |
| 1959 Fruehauf Trailer | T1230 |
| 1957 Etnyre Trailer | D7214H29255 |
| 1952 Fruehauf Trailer | FW32276 |
| 1939 Fruehauf Trailer | L54426 |
| 1954 H-M Trailer | AC5728 |

| Year/Description | Serial Number |
|--------------------------|---------------|
| 1981 H-M Trailer | AC132061MD |
| 1961 Fruehauf Trailer | OMB133006 |
| 1963 Fruehauf Trailer | 144402 |
| 1963 Fruehauf Trailer | UND139701 |
| 1963 H-M Trailer | ACB5954MD |
| 1957 Tra-Mo Trailer | 502935 |
| 1957 Tra-Mo Trailer | 502939 |
| 1960 Etnyre Trailer | D8591H23220 |
| 1960 Etnyre Trailer | D8592H23258 |
| 1967 Mcoy-Taylor Trailer | W2071 |
| 1962 Standard Trailer | 338071 |
| 1945 Fruehauf Trailer | FW18361 |
| 1965 Mcoy-Taylor Trailer | W1967 |
| 1962 Etnyre Trailer | D926H25054 |
| 1963 Etnyre Trailer | D9081H24618 |
| 1954 Fruehauf Trailer | FW47938 |
| 1970 Mcoy-Taylor Trailer | W2303 |
| 1970 Mcoy-Taylor Trailer | W2304 |
| 1971 Mcoy-Taylor Trailer | WT663W2416 |
| 1971 Mcoy-Taylor Trailer | WT663W2417 |
| 1971 Mcoy-Taylor Trailer | W2466 |
| 1971 Mcoy-Taylor Trailer | W2467 |
| 1972 Mcoy-Taylor Trailer | W2486 |
| 1972 Mcoy-Taylor Trailer | W2487 |
| 1972 Mcoy-Taylor Trailer | W2553 |

| Year/Description | Serial Number |
|--------------------------|---------------|
| 1972 Mcoy-Taylor Trailer | W2554 |
| 1972 Mcoy-Taylor Trailer | W2528 |
| 1972 Mcoy-Taylor Trailer | W2529 |
| 1973 Mcoy-Taylor Trailer | W2634 |
| 1973 Mcoy-Taylor Trailer | W2635 |
| 1963 Mcoy-Taylor Trailer | W1977 |
| 1972 Mcoy-Taylor Trailer | W2559 |
| 1972 Mcoy-Taylor Trailer | W2547 |
| 1976 Mcoy-Taylor Trailer | E2909 |
| 1966 Standard Trailer | 390728 |
| 1958 Etnyre Trailer | D7173H29373 |
| 1981 Heatec Trailer | TT67 |
| 1974 Fruehauf Trailer | OMS679801 |
| 1974 Fruehauf Trailer | OMS679802 |
| 1969 Mcoy-Taylor Trailer | W2991 |
| 1974 Etnyre Trailer | K2240-K8873 |
| 1978 Etnyre Trailer | K2040-K8542 |
| 1974 Etnyre Trailer | K2262-K8791 |
| 1967 Etnyre Trailer | H150834170 |
| 1967 Etnyre Trailer | H149634158 |
| 1967 Etnyre Trailer | H149334155 |
| 1951 Tra-Mo F O Trailer | 35X14088 |
| 1951 Tra-Mo F O Trailer | 35X13284 |
| 1957 Frazier F O Trailer | 55146 |
| 1956 Frehauf F O Trailer | FW10718 |
| 1964 Tra-Mo F O Trailer | 508564 |

| Year/Description | Serial Number |
|-----------------------------|----------------|
| 1965 Heil F O Trailer | 913750 |
| 1963 Fruehaul F O Trailer | TAGFSUNC132801 |
| 1965 Tra-Mo F O Trailer | N11T4DGC50396 |
| 1967 Tra-Mo F O Trailer | D404419 |
| 1956 Etn-Frue Dist. Trailer | P116519 |
| 1957 Etn-King Dist. Trailer | 28767 |
| 1944 Etn-Frue Dist. Trailer | P108654 |
| 1956 Etn-King Dist. Trailer | 27891 |
| 1953 Etn-ing Dist. Trailer | 24860 |
| 1953 Etn-King Dist. Trailer | 24861 |
| 1958 Etn-Frue Dist. Trailer | T1227 |
| 1960 H-M Eqp Trailer | AC1538 |
| 1960 Rogers L/B Trailer | 8131 |
| 1970 Rogers L/B Trailer | 2977 2999 |
| 1942 Lacrosse L/B Trailer | 0557410 |
| 1960 Sams Flatbed Trailer | 1107 |
| Totem All Trailer | 611FLSSSA5203 |
| 1968 Ford Broom | 3000-177217 |
| 1968 Cat. Loader | BBJ1406 |
| 1962 Tampo Roller | SP-111-OG229 |
| 1974 Ingram Roller | 442796 |
| 1959 Rosco Roller | 904544 |
| Flashing Light | S-930 |
| Flashing Light | S-931 |
| 1983 Etnyre Chip Spreader | |
| 1973 Gradall | 4D0102524 |

BOOK - 475 PAGE 585

| Year/Description | Serial Number |
|-----------------------|----------------|
| 1944 Seaman Mixer | SP453 |
| 1960 Seaman Mixer | SP3415 |
| 1947 Seaman Mixer | SP1307 |
| 1943 Seaman Mixer | SP1050 |
| 1954 Seaman Mixer | SP1450 |
| 1960 Seaman Mixer | SP2751 |
| 1952 Seaman Mixer | SP1180 |
| 1958 Seaman Mixer | SP2501 |
| Home Made Pump | |
| Home Made Pump | |
| Home Made Pump | |
| Tamper G Pounder | F85771 |
| 1977 Tamper G Pounder | 15511929 |
| 1976 Davey Air Comp. | 125-22241 |
| 1974 Intl. Back Hoe | 2340060U200402 |
| 1966 Poclain TY-45 | 5127 |
| 1982 Ford Tractor | V903712 |
| 1980 Lime Spreader | |
| York Rake | |
| Caterpillar Loader | 76512320 |
| Mobile Drill | 622608 |
| Townmotor Forklift | 680P-640239 |

One Asphalt Plant - Manufactured by ASTEC Industries - owned by E. Stewart Mitchell, Inc. and located in Anne Arundel County, State of Maryland.

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF

FINANCING STATEMENT

1. Debtor(s):

CHESTERFIELD HOME OWNERS ASSOCIATION, INC.

Name or Names—Print or Type
6 St. Paul Street, Baltimore, Maryland 21201
Address—Street No., City - County State Zip Code

Name or Names—Print or Type
Address—Street No., City - County State Zip Code

2. Secured Party:

MERRITT COMMERCIAL SAVINGS & LOAN ASSOCIATION

Name or Names—Print or Type
300 N. Charles Street, Baltimore, Maryland 21201
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

SEE EXHIBIT A

4. If above described personal property is to be affixed to real property, describe real property.

N/A

5. If collateral is crops, describe real estate.

N/A

RECORD FEE 11.00
POSTAGE .50
#24789 C040 R01 114:17
AUG 3 84

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S): Chesterfield Home Owners Association, Inc.

SECURED PARTY: Merritt Commercial Savings & Loan Association

[Signature]
(Signature of Debtor)

BY: MILTON SOMMERS, President
Type or Print

[Signature]
(Company, if applicable)

[Signature]
(Signature of Debtor)

[Signature]
(Signature of Secured Party)

[Signature]
Type or Print

BY: George A. Klein, Vice President
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Cynthia K. Hitt, Esq., 2110 Charles Center South, 36 S. Charles St.
Baltimore, Maryland 21201

Lucas Bros. Form F-1

11-50

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY

1984 AUG -3 PM 2:35

E. AUBREY COLLISON
CLERK

The Collateral consists of property of the following description:

(a) All of the Debtor's right, title and interest in and to all present and future dues and assessments owing and payable to Debtor from members of the Chesterfield Home Owners Association, Inc. together with all liens, guarantees, securities, rights, remedies and privileges pertaining to the foregoing, now existing or hereafter arising, and all increases, substitutions, replacements and additions to the foregoing, and all proceeds of the foregoing of every type, as all of the above are defined in the Uniform Commercial Code.

253076

FINANCING STATEMENT

BOOK - 475 PAGE 588

1. Debtors:

James R. Jones
Charlene C. Jones
Donald K. Taylor
Ruth J. Taylor

Address:

1315 Ashburton Drive
Millersville, Maryland 21108

2. Secured Parties:

Second National Building & Loan, Inc.
William F. Ebrooks, Jr., Trustee
Donna M. Pittman, Trustee

Address of all Secured Parties:

c/o Second National Building & Loan, Inc.
Phillip Morris Drive & Route 50
Salisbury, Maryland 21801

3. This Financing Statement covers:

All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the unit or real property hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in said property or any part thereof and used or usable in connection with any present or future operation of said property and now or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling, and air-conditioning apparatus, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, and security systems.

4. The aforesaid items are included as security in a deed of trust given by Debtor to William F. Brooks, Jr., and Donna M. Pittman, Trustees, and recorded or intended to be recorded among the Land Records of Worcester County, Maryland, securing an indebtedness owed by Debtor to Second National Building & Loan, Inc.

5. Proceeds of collateral are covered hereunder.

6. The unit or real property in which the items set forth in Paragraph 3 of this Financing Statement refer is known as:

Unit #305 A Place in the Sun Condominium, 40th Street, Ocean City, Maryland 21842

Debtors:

James R. Jones
James R. Jones

Charlene C. Jones
Charlene C. Jones

Donald K. Taylor
Donald K. Taylor

Ruth J. Taylor
Ruth J. Taylor

RECORD FEE 14.00
POSTAGE .50
#24793 C040 R01 T14:23
AUG 3 84

To the Filing Officer: After this statement has been recorded, please mail the same to: Second National Building & Loan, Inc., Phillip Morris Drive & Route 50, Salisbury, Maryland 21801.

14-
.50

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, W. COUNTY
1984 AUG -3 PM 2:36
E. AUBREY COLLISON
CLERK

CA

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**
and/or its Parent, Affiliates or Subsidiaries

ADDRESS: 7164 E FURNACE FRANCH RD
CITY & STATE: GLEN BURNIE, MD 21061

FILING OFFICER NOTICE:

PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

| | | | |
|-------------------------------------|--|----------------------------------|-----|
| DEBTOR(S) (AND ADDRESSES) | | DATE OF THIS FINANCING STATEMENT | |
| EMILIO E AND DIANE BROWN | | 07-27-84 | |
| 7902 F MILLS CRT FT MEADE, MD 20755 | | ACCOUNT NO. | TAB |
| | | 78900053 | 53 |

9758

Filed with: CLERK OF CRT ANNE ARUNDEL CO ANNAPOLIS, MD

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**
(a) If described, Motor Vehicles as follows:

| YEAR MODEL | MAKE | BODY TYPE | MODEL NO. OR LETTER | SERIAL NUMBER | MOTOR NUMBER | NUMBER CYL |
|------------|------|-----------|---------------------|---------------|--------------|------------|
| | | | | | | |
| | | | | | | |

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

- (b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.
- (c) Other (describe)

RECORD FEE 12.00
RECORD TAX 7.00
POSTAGE .50
#24794 0040 R01 T14:26
AUG 3 84

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.

FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS \$ 1232.00

BY Richard Balli Deptage TITLE DIANE BROWN
AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC. (SECURED PARTY)

ORIGINAL - FILING OFFICER COPY

19-1209 (REV. 11-80)

RECEIVED FOR RECORD DEPTOR
CIRCUIT COURT
1984 AUG - 3 PM 2:36

E AUBREY COLLISON
CLERK

Mailed to Secured Party

12-7-50

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK - 475 PAGE 590
Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

253078

1. DEBTOR

Name John Ewald dba Frame It Yourself
Address Crofton Station Shopping Center - 115 Maryland, Rt. 3
Gambrills, MD 21054 (Anne Arundel Co.)

2. SECURED PARTY

Name ConTel Credit Corporation
Address 223 Perimeter Center Parkway, Suite 230 Atlanta, GA 30346

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____
4. This financing statement covers the following types (or items) of property: (list)

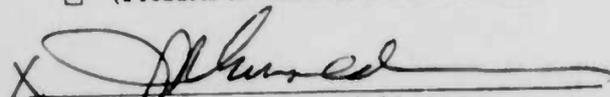
"NOT SUBJECT TO TAX"

- 1 ITT 6 Line Telephone Key Service Unit and component parts

RECORD FEE 12.00
#24760 0040 R01 T13:34
AUG 3 94

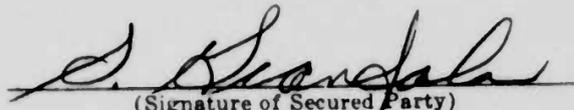
CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
 (If collateral is goods which are or are to become fixtures) The above described goods are affixed to: (describe real estate)
 (Proceeds of collateral are also covered)
 (Products of collateral are also covered)


(Signature of Debtor)
John Ewald, Owner
John Ewald dba Frame It Yourself
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

Mailed to Secured Party


(Signature of Secured Party)
ConTel Credit Corporation
Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT - ANNE ARUNDEL COUNTY

1984 AUG -3 PM 2:32
E. AUBREY COLLISON
CLERK



12 -

REORDER FROM
Registre, Inc.
5284 TAYLOR ST. N.E.
MPLS, MINN. 55421
(612) 571-2803

A (100)

2

STATE OF MARYLAND BOOK - 475 PAGE 591

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

253079

Name Case Edwards Management Co. Inc.

Address 410 Severn Avenue #301, Annapolis, MD 21403
Anne Arundell County

2. SECURED PARTY

Name ConTel Credit Corporation

Address 245 ~~223~~ Perimeter Center Parkway, ~~SUITE 230~~ Atlanta, GA 30346

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

RECORD FEE 11.00
#24761 CO40 R01 T13:35
AUG 3 84

4. This financing statement covers the following types (or items) of property: (list)

"NOT SUBJECT TO TAX"

3 K18022 Equity Six-Button Telephones and component parts

This financing statement is being filed for informational purposes only. The relationship of the parties is that of Lessor and Lessee.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDELL COUNTY

1984 AUG -3 PM 2:32

E. AUBREY COLLISON
CLERK

C.E. Feldman
(Signature of Debtor)

C.E. Feldman, Vice-President
Case Edwards Management Co. Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

ConTel Credit Corporation
Type or Print Above Signature on Above Line

CD

11-
[initials]

253000

BOOK - 475 PAGE 592

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3 Maturity date (if any): Anne Arunde

1 Debtor(s) (Last Name First) and address(es)
HANGELAND, Josef & Elaine A.
2610 Carlton Court
York, Pennsylvania 17402

2. Secured Party(ies) and address(es)
MILLER YACHT SALES, INC.
571 West Lake Avenue
Bay Head, New Jersey 08742

For Filing Officer (Date, Time,
Number, and Filing Office)

RECORD FEE 12.00
POSTAGE .50
#24762 C040 R01 113:37
AUG 3 84

256988

4 This financing statement covers the following types (or items) of property:

1980 MARINE TRADER Sedan 36'
H.I.N. ETY361580180-S "WANDERLUST"
Official No. 631593
Complete with 120 h.p. Lehman Ford Diesel Engine
(Eng. Serial No. 145156)

5. Assignee(s) of Secured Party and
Address(es)

FIRST COMMERCIAL CORP.
200 Sheffield Street
Mountainside, New
Jersey 07092

Not Subject to Recordation Taxes

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Anne Arundel Cnty

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Josef Hangeland Elaine Hangeland MILLER YACHT SALES, INC.
Joan M. Breig
dj By Josef Hangeland / Elaine Hangeland By Joan M. Breig, Secretary/Treasurer
Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)
(1) Filing Officer Copy-Alphabetical (For Use In Most States)

STANDARD FORM - FORM UCC-1.

RECEIVED FOR RECORD
CIRCUIT COURT - ANNE ARUNDEL COUNTY
1984 AUG -3 PM 2:32
E. AUBREY COLLISON
CLERK

9

12-50
Midlantic Nat Bank
P.O. Box 69
Bloomfield NJ 07003

253001

FINANCING STATEMENT FORM UC-51 BOOK - 475 PAGE 593 Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 6-14-84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name NAIRN, Bruce B., SWANSON, Ben L. & WELLER, Walter W., III
Address 416 1st Street, Annapolis, MD 21403

2. SECURED PARTY

Name SCOTT MARINE SERVICE, INC.
Address 737 Red Cedar Road, Whitehall Creek
Annapolis, MD 21401

RECORD FEE 13.00
POSTAGE .50
#24768 CD40 R01 T13:48
AUG 3 84

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1984 29' Tillotson Pearson J-29 fiberglass hull #TSP90219M84J
1984 9.9 HP OMC gas O/B engine

Home anchorage/winter: Annapolis, MD 21403

1ST ASSIGNEE:
FIRST COMMERCIAL CORP.
303 Second Street
Annapolis, MD 21403
2ND ASSIGNEE:
FIRST NATIONAL STATE BANK
OF SOUTH JERSEY
Route 541 & Hamm Road
Burlington, NJ 08016

NOT SUBJECT TO STATE DOCUMENTARY STAMP

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Bruce B. Nairn
(Signature of Debtor)
Bruce B. Nairn

Type or Print Above Name on Above Line
Ben L. Swanson
(Signature of Debtor)

Ben L. Swanson
Type or Print Above Signature on Above Line

Walter W. Weller, III
(Signature of Debtor)
Walter W. Weller, III
Type of Print Above Name on Above Line

Robert Scott
(Signature of Secured Party)
Scott Marine Service, Inc.
Type or Print Above Signature on Above Line

RECEIVED FOR RECORDING
CIRCUIT COURT, N.J.
1984 AUG -3 PM 2:32
E. AUBREY COLLESON
CLERK

1350

Anne Arrendel
6-22-84

FINANCING STATEMENT FORM UC-31

Identifying File No _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated June 18, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name BYRNE: Theresa M.
Address 7120 Lincoln Drive, Philadelphia, PA 19119

2. SECURED PARTY

Name Chesapeake Trawlers, Inc.
Address 2830 Solomons Island Road, Edgewater, MD 21037

RECORD FEE 11.00
POSTAGE .50
#24769-C040 R01 T13:48
AUG 3 84

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1984 40' Marine Trader Fiberglass Hull # ETY40212M84K
1984 120 HP American Diesel Engine # D1298-49

First Assignee:
First Commercial Corporation
200 Sheffield Street
Mountainside, NJ 07092
Second Assignee:
Elizabeth Jaffery Regent
Liberty Bank For Savings
Main and Court Streets
Middletown, CT 06457

Home Anchorage/Winter: Annapolis, MD

NOT SUBJECT TO STATE DOCUMENTARY STAMP

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

RECEIVED FOR RECORD
CIRCUIT COURT, W. VA. COUNTY
1984 AUG -3 PM 2:32
E. AUBREY COLLISON
CLERK

Theresa M. Byrne
(Signature of Debtor)

Theresa M. Byrne
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Chesapeake Trawlers, Inc.
Type or Print Above Signature on Above Line

11-50

Ann Arundel Co
6-25-84

BOOK - 475 PAGE 595

253003

Not to be recorded
in Land Records

Not subject to
Recordation Tax

FINANCING STATEMENT

1. Debtor:

Anne Arundel County, Maryland (the "County")

Address:

Anne Arundel County, Maryland
Arundel Center
Annapolis, Maryland 21404

RECORD FEE 11.00
POSTAGE .50
#24809 C040 R01 T15:03
AUG 3 84

2. Secured Party:

Maryland National Bank, Trustee, as Trustee under an Ordinance (Ordinance No. 115-75) passed by the County Council of Anne Arundel County on November 3, 1975, approved by the County Executive on November 10, 1975, and which became effective on December 25, 1975 (the "Ordinance"), for the benefit of the holders from time to time of the County's Anne Arundel County, Maryland Industrial Development Revenue Bonds (American Golfer Project), 1975 Series, dated February 1, 1976 (the "Bonds").

Address:

10 Light Street
Baltimore, Maryland 21202

Attn: Corporate Trust Officer

This Financing Statement covers the assignment by the County to Maryland National Bank, as Trustee, of all contract rights, accounts and general intangibles of the County under (i) a Loan Agreement, dated as of February 1, 1976 (the "Loan Agreement"), between the County and American Golfer, Inc., a Maryland corporation (the "Company"), and (ii) a Note of the Company dated February 1, 1976.

The County has made the assignment to the Trustee pursuant to the authority and direction of the Ordinance to secure payment of principal of and interest on the Bonds, which

Mailed to Secured Party.

3 RECEIVED FOR RECORD
3 COURT CLERK T. A. A. COUNTY
1984 AUG -3 PM 3:13
E. AUBREY COLLISON
CLERK

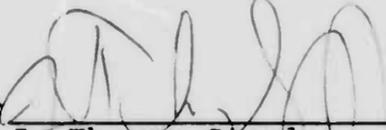
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Bonds do not constitute obligations to which the full faith and credit of the County is pledged, do not create an indebtedness or charge against the general credit or taxing powers of the County, and do not constitute or give rise to any pecuniary liability of the County.

4. Proceeds of collateral are covered hereunder.
5. This financing statement is filed to reperfect the security interest of the Secured Party in the collateral perfected by the filing of a financing statement covering the collateral at the following locations:
 - a. File No. 212006, filed in the Financing Statement Records of Anne Arundel County, on August 23, 1977; and
 - b. The SDAT has destroyed all records of the original filing.
6. Pursuant to Section 9-402(2)(C) of the Commercial Law Article of the Annotated Code of Maryland, a financing statement is sufficient when signed by the Secured Party instead of the Debtor when the financing statement is filed to perfect a security interest in collateral to which the original filing has lapsed. MD. COMM. LAW CODE ANN. §9-402(2)(c) (1975 ed., 1983 cum. supp.).

Secured Party:

MARYLAND NATIONAL BANK

By: 

J. Thorpe Staylor,
Senior Corporate Trust Officer

To the Filing Officer: After this statement has been recorded, please mail the same to:

Jeffrey C. Palkovitz, Esquire
Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202

FINANCING STATEMENT

Not subject to
Recordation Tax

1. Name of Debtor(s): EMPIRE CORPORATION
Address: Suite 9000, Empire Tower
7300 Ritchie Highway
Glen Burnie, Maryland 21061

2. Name of Secured Party: ANNE ARUNDEL COUNTY, MARYLAND
Address: Arundel Center
Annapolis, Maryland 21404

RECORD FEE 13.00
POSTAGE .50

3. Name of Assignee: MARYLAND NATIONAL BANK
Address: Corporate Trust Department
10 Light Street
Baltimore, Maryland 21202

#24808 CO40 R01 715:03
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4. This Financing Statement covers the following types (or items) of property:

The interest of Debtor in materials, machinery, apparatus, equipment, carpets, building materials, fittings, fixtures, office furniture, furnishings, appliances and other goods and personal property of every kind and nature whatsoever, now located on the mortgaged premises hereinafter referred to (or replacements thereof) or used in connection with the present or future operation of said premises, including but not limited to, all heating, lighting, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, refrigerators, ranges, washers, dryers, other laundry equipment, plumbing, lifting, cleaning, fire-prevention, fire extinguishing, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, partitions, ducts, and compressors whether now located or hereafter located or installed on the premises described in a Deed of Trust dated as of February 1, 1975, from American Golfer, Inc. to Alan P. Hoblitzell, Jr. and William H. Daiger, Jr., trustees, all property being located in Anne Arundel County, Maryland, and more fully described in Schedule A attached hereto and made a part hereof.

Mailed to Secured Party

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CIRCUIT COURT, ANNE ARUNDEL COUNTY

1984 AUG - 3 PM 3:13

E. AUBREY COLLISON
CLERK

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5. Proceeds of the collateral are also covered.
6. This financing statement is filed to reperfect the security interest of the Secured Party in the collateral perfected by the filing of a financing statement covering the collateral at the following locations:
 - a. File No. 212006, filed in the Financing Statement Records of Anne Arundel County and cross-referenced to the Land Records of Anne Arundel County, on August 23, 1977;
 - b. The SDAT has destroyed all records of the original filing.
7. Pursuant to Section 9-402(2)(C) of the Commercial Law Article of the Annotated Code of Maryland, a financing statement is sufficient when signed by the Secured Party instead of the Debtor when the financing statement is filed to perfect a security interest in collateral to which the original filing has lapsed. MD. COMM. LAW CODE ANN. §9-402(2)(c) (1975 ed., 1983 cum. supp.).

Assignee:

MARYLAND NATIONAL BANK

By:

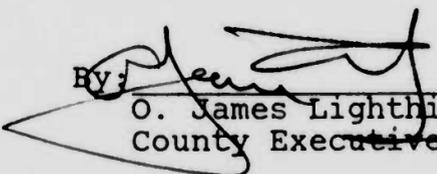


J. Thorpe Staylor,
Senior Corporate Trust
Officer

Secured Party:

ANNE ARUNDEL COUNTY, MARYLAND

By:



O. James Lighthizer,
County Executive

(Mr. Clerk: Return to: Jeffrey C. Palkovitz, Esquire
Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202.)

TO BE RECORDED IN:

- (1) Financing Statement Records
- (2) Land Records
- (3) State Department of Assessments
and Taxation

PROPERTY DESCRIPTION BOOK - 475 PAGE 599

All that tract or parcel of land lying in the Fifth Election District of Anne Arundel County, Maryland, being more particularly described as follows:

Beginning for the same at a point in the northern right-of-way line of Langley Road 60 feet wide, at the end of the 2nd line of the parcel of land described in a conveyance from Tiffany Realty Corporation to C. Louis McClean et. al. by deed dated August 16, 1968, and recorded among the land records of Anne Arundel County, Maryland in Liber 2196, Folio 275, thence leaving said right-of-way line and running and binding reversely on said 2nd line, (i) North 43 degrees 37 minutes 00 seconds West 235.00 feet, thence running and binding on part of the 1st line of the parcel of land described in a conveyance from Nathan Finkelstein et. al. to Tiffany Realty Corporation by deed dated July 24, 1961, and recorded among the land records of Anne Arundel County, Maryland in Liber 1495, Folio 403 (2) North 46 degrees 23 minutes 00 seconds East 75.00 feet, thence running and binding on the 1st and 2nd lines of the parcel of land described in the conveyance from A. J. H. Construction Corporation to Tiffany Realty Corporation by deed dated July 24, 1961, and recorded among the land records of Anne Arundel County, Maryland in Liber 1495, Folio 400 (3) North 46 degrees 23 minutes 00 seconds East 319.35 feet thence, (4) South 44 degrees 00 minutes 00 seconds East 235.06 feet to intersect the northern right-of-way line of Langley Road, thence running and binding on said right-of-way line and with the 3rd line of the last mentioned conveyance, (5) South 46 degrees 23 minutes 00 seconds West 320.92 feet, thence running and binding on the 3rd line of the 2nd mentioned conveyance and continuing along the right-of-way line of Langley Road, (6) South 46 degrees 23 minutes 00 seconds West 75.00 feet to the point of beginning; and containing an area of 2.13 acres of land more or less.

Being the same lot of ground described in a Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto, from U. S. Industries, Inc. to American Golfer, Inc.

BOOK - 475 PAGE 600

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 21128 Co. in Office of ... Clerk of Court ... A.A. (Filing Office) (County and State)

Debtor or Debtors (name and Address):
159 Starwood Forest - Robert T & Mary J Sewald
Annapolis MD 21401

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

Household Finance Corp.
Secured Party

By
Its Branch Office Manager

Form 91 MD (3-79)



Mailed to Secured Party

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CIRCUIT COURT, A.A. COUNTY

1984 AUG -3 PM 4:20

E. AUBREY COLLISON
CLERK

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**END
LIBER**