

ANNE ARUNDEL COUNTY, MARYLAND

**UNIFORM COMMERCIAL CODE
FINANCING STATEMENTS**

E. Aubrey Collison
CLERK OF THE CIRCUIT COURT

CAMERA: Shirley Grizzel

LIBER

481

255011

BOOK - 481 PAGE 1

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) COLUMBIA MEDICAL PLAN, INC. 5829 Banneker Road Columbia, MD 21044	2. Secured Party(ies) and address(es) ZIEGLER LEASING CORPORATION 215 North Main Street West Bend, WI 53095
---	--

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

RECORD FEE 13.00
POSTAGE .50
#07809 0040 R01 T11:05
DEC 26 84

4. This financing statement covers the following types (or items) of property: Including, but without limitation, various equipment provided by WHITTAKER GENERAL MEDICAL CORPORATION, as more fully described in Exhibit "A" attached hereto, leased by Secured Party as Lessor, to Debtor, as Lessee, under Master Equipment Lease Agreement #32110124, dated September 13, 1984, Supplementary Schedule 03, dated December 1, 1984, as time to time may be amended or supplemented. Notwithstanding the filing of this financing statement, the parties to the above lease intend such to be a true lease, not a lease intended as security.

5. Assignee(s) of Secured Party and Address(es)
Sovran Leasing Corporation
P.O. Box 8765
Richmond, VA 23226

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so) NOT SUBJECT TO RECORDATION TAX

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 - Anne Arundel County, Maryland

COLUMBIA MEDICAL PLAN, INC.
By: [Signature]
Signature(s) of Debtor(s)

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

STANDARD FORM - FORM UCC-2

(1) Filing Officer Copy - Alphabetical

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1984 DEC 26 AM 11:18
E. AUBREY COLLISON
CLERK

1300

EXHIBIT "A" TO:

UCC-2 Financing Statement, filed with the Clerk of the Circuit Court, Anne Arundel County, Maryland, with ZIEGLER LEASING CORPORATION as Secured Party, and COLUMBIA MEDICAL PLAN, INC., as Debtor, covering equipment leased under Master Equipment Lease No. 32110124, dated September 13, 1984, Supplementary Schedule 03, dated December 1, 1984.

The following equipment is located at 2525 Riva Road, Annapolis, Maryland 21401, Anne Arundel County:

Equipment as supplied by WHITTAKER GENERAL MEDICAL ... All medical equipment and furniture and fixtures, including, but not limited to, microscopes, centrifuges, endoscopic equipment, Burdick EKG machines and carts, stretchers and pads, Burger cabinetry and nurses stations, examination tables, stools, chairs, ophthalmoscopes, otoscopes, wall exam lights, wall aneroids, as more fully described in Whittaker General Medical invoice numbers dated ...

#348726	11/02/84
#348823	11/02/84
#349100	11/08/84
#349472	11/14/84
#349680	11/16/84
#350288	11/27/84
#350460	11/28/84
#350461	11/28/84
#350462	11/28/84
#350552	11/29/84
#350564	11/29/84
#350663	11/30/84
#350748	11/30/84
#350887	12/04/84
#351074	12/06/84
#351075	12/06/84

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EXHIBIT "A" TO:

UCC-2 Financing Statement, filed with the Clerk of the Circuit Court, Anne Arundel County, Maryland, with ZIEGLER LEASING CORPORATION as Secured Party, and COLUMBIA MEDICAL PLAN, INC., as Debtor, covering equipment leased under Master Equipment Lease No. 32110124, dated September 13, 1984, Supplementary Schedule 03, dated December 1, 1984.

The following equipment is located at Knoll North Drive, Columbia, Maryland, Howard County:

Equipment as supplied by WHITTAKER GENERAL MEDICAL ... Burger Custom Cabinetry located in the building known as Knoll North I; medical equipment and fixtures including:

ITEM NUMBER	ORDERED	UNITS	SHIPPED	CODE	DESCRIPTION
903255	10	ea	10		Midmark Exam Tables - 102R
903256	14	ea	14		Midmark Exam Tables - 102L
903257	67	ea	67		Midmark Exam Tables - 104R
903250	19	ea	19		Midmark Exam Tables - 104L
903259	123	ea	123		Midmark Phy. Stool - 160
903260	123	ea	123		Midmark Side Stool - 121
14347	120	ea	120		W/A Trans. Handle - 74710
903261	120	ea	120		W/A Ophthalmoscope - 11610
903262	120	ea	120		W/A Otoscope - 200000
903263	120	ea	120		W/A Dispenser - 52400
903264	123	ea	123		Medical Illu. Exam Light - 150
903265	123	ea	123		Trash Base, Br. Rubbermaid - 3540
903266	123	ea	123		Trash Top Br. - 2673
44238	123	ea	123		Taylor - Wall Aneroid - 5091-22
903267	2	ea	2		Midmark Exam Table - 418
31910	22	ea	22		Taylor Cuff - Child - 5082-21
903268	9	ea	9		Exam Table w/shelf - 103
903269	1	ea	1		Exam Table w/shelf - 104 above 103 without pillow
903270	2	ea	2		Exam Table - 106
903449	3	ea	3		Midmark Chair - 418
903450	5	ea	5		Midmark Cart - 448
903451	2	ea	2		Midmark Stool - 127

UCC-2 Financing Statement filed with the Clerk of the Circuit Court, Anne Arundel County, Maryland, with ZIEGLER LEASING CORPORATION as Secured Party, and COLUMBIA MEDICAL PLAN, INC., as Debtor, covering equipment leased under Master Equipment Lease No. 32110124, dated September 13, 1984, Supplementary Schedule No. 02, dated December 1, 1984.

The following equipment is located at Knoll North Drive, Columbia, Maryland, Howard County:

ONE - CGR MEDICAL CORPORATION Fluoroscopy Unit, including:

- 1 - Prestilix 1600, Serial No. 11622/13
- 1 - X-ACT Collimator, Serial No. 83-10-2069
- 1 - Hyperlux 3-D, Serial No. 99350
- 1 - TH9428E Tube
- 1 - Anodica Camera, Serial No. 1589
- 1 - Vidilux II 525L
- 1 - 9" Monitor 525L, Serial No. 487746
- 1 - 14" Monitor 525L, Serial No. 480522
- 1 - Statorix Tube
- 1 - Process Generator

.... and all attachments and accessories.

-
- 3 - #AS32-113-100 Polaris Single 20" light - 54" track
 - 3 - AS 000-61 Polaris Series V.I.C.

... and all attachments and accessories, as provided by AMERICAN STERILIZER COMPANY.

The following equipment is located at 2525 Riva Road, Annapolis, Maryland, Anne Arundel County:

- 1 - #2011 16 x 16 Y26 Electric 460 Volt, ET11-103-004-01
- 1 - #AY 00548-300 Rack and three (3) shelves
- 2 - 22" light, 54" track
- 2 - VIC Controller, #AS 00-61

... and all attachments and accessories, as provided by AMERICAN STERILIZER COMPANY.

255010

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)
COLUMBIA MEDICAL PLAN, INC.
5829 Banneker Road
Columbia, MD 21044

2. Secured Party(ies) and address(es)
ZIEGLER LEASING CORPORATION
215 North Main Street
West Bend, WI 53095

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

RECORD FEE 13.00
POSTAGE .50
#078110040 R01 T11:06
DEC 26 84

4. This financing statement covers the following types (or items) of property:
Including, but without limitation, various equipment as more fully described in Exhibit "A" attached hereto, leased by Secured Party as Lessor, to Debtor, as Lessee, under Master Equipment Lease Agreement #32110124, dated September 13, 1984, Supplementary Schedule 01, dated December 1, 1984, as time to time may be amended or supplemented. Notwithstanding the filing of this financing statement, the parties to the above lease intend such lease to be a true lease, not a lease intended as security.

5. Assignee(s) of Secured Party and Address(es)
Sovran Leasing Corporation
P.O. Box 8765
Richmond, VA 23226

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:

NOT SUBJECT TO RECORDATION TAX

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 - Anne Arundel County, Maryland

COLUMBIA MEDICAL PLAN, INC.

ZIEGLER LEASING CORPORATION

By: X

E. J. ...
Signature(s) of Debtor(s)

By:

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

STANDARD FORM - FORM UCC-2

(1) Filing Officer Copy - Alphabetical

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1984 DEC 26 AM 11:18

E. AUBREY COLLISON
CLERK

130 B

DEC 17 1984

EXHIBIT "A" TO:

BOOK - 481 PAGE

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UCC-2 Financing Statement, filed with the Clerk of the Circuit Court, Anne Arundel County, Maryland, with ZIEGLER LEASING CORPORATION as Secured Party, and COLUMBIA MEDICAL PLAN, INC., as Debtor, covering equipment leased under Master Equipment Lease No. 32110124, dated September 13, 1984, Supplementary Schedule No. 01, dated December 1, 1984.

The following equipment is located at Knoll North Drive, Columbia, Maryland, Howard County:

ONE -	GENERAL ELECTRIC RT 3000 Ultrasound System, including all attachments and accessories.	\$ 52,775.00
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ONE -	#6100 Pitney Bowes Mailing Machine	\$ 6,260.00
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The following equipment is located at 2525 Riva Road, Annapolis, Maryland, Anne Arundel County:

TWO -	Royal 2502 Copiers and Stands, Serial Nos. 9527697 and 9527544, as provided by Maryland Data Products.	\$ 9,672.00
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	Special Shelving Units for Medical Records, as provided by Ames.	\$ 7,582.00
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ONE -	#8630A Center Core Half Pod, and THREE #86-400 Open Shelves and FOUR Filler Strips, as provided by Tab Products of Maryland, Inc.	\$ 5,445.00
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ONE -	#M6AW Kodak Automatic Processor, Standby Control and One Set of Tanks, as provided by H. R. Simon & Co., Inc.	\$ 12,415.40
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EIGHT	Electronic Addressograph Machines, as provided by Pitney Bowes.	\$ 3,800.00
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- ONE - STANDARD MEDICAL EQUIPMENT, INC. Radiographic & Fluoroscopic X-Ray Room, including:
- 1 #3106 XMS Generator with Microprocessor Architecture
 - 1 #4203 XMS 90-90 Deluxe Heavy Duty R/F Table
 - 1 #02E Overhead Tube Support and Collimator
 - 1 #9434-0P 9x6 x 4.5 inch Image Intensifier with TV and 6 frame per second roll film camera
 - 4 Grids
 - 1 #200 Floor-Wall Cassette Stand
 - 2 X-Ray Tubes
 - 2 Pair Cables
 - and all attachments and accessories.
- ONE - Cassette Cabinet; Film Bin; Bench Top with cutout; Kodak Model B Printer; Pigg-O-Stat; and 14 x 36 Illuminator, as provided by Standard Medical Equipment, Inc.
- TWO - 36" w/One window Protecto Panel Booths, as provided by Standard Medical Equipment, Inc.

Equipment supplied by Baltimore Stationery Company:

All office furniture and fixtures, including, but not limited to, desks, credenzas, conference tables, chairs, file cabinets, seating arrangements, lamps, planters, costumers, as more fully described in Baltimore Stationery Company's Proposal to Lessee dated September 7, 1984, pages one through ten.

Floor racks, Storage cabinets, file cabinets, ShredMaster Shredder, chairs, and office fixtures as more fully described in Lessee's Purchase Order No. 3261 dated September 27, 1984 to Baltimore Stationery Company

File cabinets, tables, chairs, and office furnishings, as more fully described in Lessee's Purchase Order No. 3276, dated October 25, 1984 to Baltimore Stationery Company

TO BE RECORDED IN THE
FINANCING STATEMENT
RECORDS OF THE MARYLAND
STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION,
THE FINANCING STATEMENT RECORDS
OF BALTIMORE COUNTY, MARYLAND
AND THE FINANCING STATEMENT
RECORDS AND LAND RECORDS OF
ANNE ARUNDEL COUNTY, MARYLAND

BOOK - 481 PAGE 9

255017

NOT SUBJECT TO
RECORDATION TAX

FINANCING STATEMENT

1. Debtor: CINDER AND CONCRETE BLOCK CORPORATION
Address: P.O. Box 9, Beaver Dam Road
Cockeysville, Maryland 21030
Attention: F. Woodward Keeney, III
2. Secured
Party: ANNE ARUNDEL COUNTY, MARYLAND
Address: Arundel Center, Calvert & Northwest Streets
Annapolis, Maryland 21401
Attention: Director of Administration
3. Assignee: MERCANTILE-SAFE DEPOSIT & TRUST COMPANY
Address: 2 Hopkins Plaza
Baltimore, Maryland 21201
Attention: Philip G. Enstice
4. This Financing Statement covers the types of property described in Exhibit A hereto.
5. The proceeds and products of the collateral described in paragraph 4 above are covered by this Financing Statement.
6. Portions of the property described in Exhibit A hereto are or may be fixtures and are located at or may be affixed to real estate and improvements described in Exhibit B hereto.

RECORD FEE 76.00
POSTAGE .50

The Secured Party has made the assignment to the Assignee hereunder pursuant to Resolution No. 10-84 of the County Council of the Debtor, approved by the County Executive on March 21, 1984, as amended by Resolution No. 61-84, approved by the County Executive on July 18, 1984, to secure payment of the principal of and interest on the Secured Party's \$850,000 Anne Arundel County, Maryland Industrial Development Revenue Bond (Cinder and Concrete Block Corporation Project) (the "Bond"), which Bond does not constitute an indebtedness or charge against the general credit and taxing powers of the Secured Party, and does not constitute or give rise to any pecuniary liability of the Secured Party.

#07751 C040 R01 T11:58
DEC 21 84

Debtor:

Secured Party:

CINDER AND CONCRETE BLOCK
CORPORATION

ANNE ARUNDEL COUNTY, MARYLAND

By: 
F. Woodward Keeney, III
Executive Vice President

By: 
O. James Lighthizer
County Executive

1984 DEC 21 PM 12:25

E. AUBREY COLLISON
CLERK

76.50
2

Assignee:

BOOK - 481 PAGE 10

MERCANTILE-SAFE DEPOSIT & TRUST COMPANY

By:

Philip C. Enstice

Philip C. Enstice
Vice President

Mr. Clerk:

Return to:

Mitchell Kolkin, Esquire
Venable, Baetjer & Howard
1800 Mercantile Bank &
Trust Building
2 Hopkins Plaza
Baltimore, Maryland 21201

REAL ESTATE TITLE COMPANY, INC.
114 E. LEXINGTON STREET
BALTIMORE, MARYLAND 21202

Mailed to: _____

(a) All of the Debtor's right, title and interest in and to all items of machinery and equipment which shall have been purchased with the proceeds of the Bond, whether or not the same are now or shall at any time be located in, on or about that tract of land located at Old Jessup Road, near Maryland Route 175, in Jessup, Anne Arundel County, Maryland (the "Land"), or any improvements (collectively, the "Building") now or hereafter located on the Land, which Land is described more particularly in Exhibit B attached hereto, whether or not the same are or shall become affixed thereto, including (without limitation) the machinery and equipment listed and described in Schedule A-1 attached hereto.

(b) All of the Debtor's right, title and interest in and to that portion, if any, of the Building that constitutes personal property.

(c) All of the Debtor's right, title and interest in and to all machines, apparatus, equipment, fixtures and articles of personal property now or hereafter owned by the Debtor and located on the Land or in or on the Building.

(d) All of the Debtor's right, title and interest in and to, any and all payments, proceeds or settlements from any and all insurance policies covering the Land, the Building or the property described in clauses (a) through (c) above.

(e) All of the Debtor's right, title and interest in and to any and all rents, profits, royalties, issues, revenues, income, proceeds, earnings, products and other benefits generated by or arising out of the Land, the Building or the property described in clauses (a) through (c) above.

(f) All of the Debtor's right, title and interest in and to all moneys on deposit in the trust fund created pursuant to the Facility Financing Agreement dated as of December 19, 1984 by and among the Debtor, the Secured Party, the Assignee and Philip G. Enstice and E. Turner Coggin, as trustees, designated "1984 Anne Arundel County Facility Project Fund - Cinder and Concrete Block Corporation Project."

(g) All additions, accessories and accessions to, and substitutions, replacements and proceeds of, any of the foregoing types of property.

1156Q

EXHIBIT B

PARTICULAR DESCRIPTION

14.997 Ac. TO BE CONVEYED TO
CINDER AND CONCRETE BLOCK CORP.

Beginning for the same at a pipe heretofore set at the beginning of the second or North 47°46'20" East 683.67 foot line described in the ninthly described parcel in a deed from Highway Supply Corporation of Maryland and Ray M. Marriner and Ailsa M. Marriner, his wife, to William E. Bozman and John W. McClean, dated September 19, 1975 and recorded among the Land Records of Anne Arundel County, Maryland in Liber WGL 2793, Page 779, thence running with and binding on the said second and the third line of said parcel, as now surveyed, the two following courses and distances, viz:

- 1) North 39°06'26" East 683.61 feet to a pipe heretofore set and,
- 2) South 19°12'25" East, passing over a pipe heretofore set at a distance of 200.58 feet, 219.64 feet to a point, said point being at the beginning of the fifth or South 10°33'10" East 1151.25 foot line described in the eighthly described parcel of the first mentioned conveyance, thence running with and binding on the said fifth and the sixth and seventh lines of the said eighth parcel the three following courses and distances, viz:
 - 3) continuing the same course, South 19°12'25" East, passing over a pipe heretofore set at a distance of 227.71 feet and another pipe heretofore set at a distance of 844.74 feet, in all, 1151.09 feet to a T-bar heretofore set,

4) South $01^{\circ}06'55''$ East 41.19 feet to a stone heretofore planted and

5) North $84^{\circ}45'26''$ West 577.27 feet to a point, said point being at the end of the first or South 79° East $15\text{-}1/5$ perch line described in the fourthly described parcel of the first mentioned conveyance, thence running reversely with and binding on the said first and the fourth lines of the said fourth parcel, the two following courses and distances, viz:

6) continuing the same course, North $84^{\circ}45'26''$ West 250.80 feet to a rebar and cap now set and

7) North $16^{\circ}44'36''$ East, running on the east side of a 15 foot wide private road, with the use thereof in common, 502.32 feet to a pipe heretofore set, said pipe being in and distant 126.84 feet from the end of the first or North $76^{\circ}06'50''$ West 430.67 foot line described in the aforesaid eighth parcel of the first mentioned conveyance, thence running with and binding on the remainder of the said first line and all of the second line of said parcel, the two following courses and distances, viz:

8) North $84^{\circ}45'40''$ West, crossing the end of the said private road, 126.84 feet to a pipe heretofore set and

9) North $05^{\circ}23'02''$ East 194.42 feet to a T-bar heretofore set, said T-bar being at the beginning of the first or North $56^{\circ}51'10''$ West 104.48 foot line of the aforesaid ninth parcel of the first mentioned conveyance, thence running with and binding on the said first line,

10) North 65°28'56" West 104.39 feet to the place of beginning.
Containing 14.997 acres of land more or less.

Being the same and all the land conveyed and described as parcels 4, 8 and 9 in a deed from Highway Supply Corporation of Maryland and Ray M. Marriner and Ailsa M. Marriner, his wife, to William E. Bozman and John W. McClean, dated September 19, 1975 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber WGL 2793, Page 779; being also a part of the land conveyed and described in a deed from Gordon T. Wells, II and James J. Flynn to Mitchell Industries, Inc., dated December 19, 1980 and recorded among the aforesaid land records in Liber WGL 3373, Page 534.

Together with the right to use in common with others the 15 foot wide private road and use in common right of way as shown on a plat entitled "Mitchell Industries Property" and recorded among the aforesaid Land Records in Deed Book 3471, Page 608.

Being a tract of land located at Old Jessup Road near Maryland Route 175 in Jessup, Anne Arundel County, Maryland.

SALES SERVICE



PARTS RENTALS

TIMONIUM ROAD AND HARRISBURG EXPRESSWAY
JUST NORTH OF BELTWAY EXIT 24 ON ROUTE 83
TIMONIUM, MARYLAND 21093 (301) 252-3300

PROPOSAL FOR

ATTENTION Mr. Ward Keeney

Cinder and Concrete Block Co.
P.O. Box 9
Cockeysville, Md. 21030

REFERENCE

BOOK - 481 PAGE 15

F.O.B. Factory SHIPMENT 10-12 Weeks TERMS See terms

Items of equipment for proposed block plant, to consist of:

- 1 - Two cubic yard (21 cu. ft.) cement weigh batcher with air ram actuated, solenoid controlled discharge gate. \$ 6,760.00
- 1 - Set of scale levers. Incl.
- 1 - Scale support. Incl.
- 1 - 2000 lb. x 2 lb. Dial Scale equipped for auto. operation. Incl.
- 1 - Dial support. Incl.
- 1 - Pneumatic Vibrator. Incl.
- 1 - Connecting flange with canvas between batcher discharge and mixer. Incl.
- 1 - Two cu. yd. (294 cu.ft.) aggregate weigh batcher with air ram actuated, solenoid controlled discharge gate. \$12,865.00
- 1 - Set of scale levers. Incl.
- 1 - Scale support. Incl.
- 1 - 10,000 lb. x 10 lb. dial scale equipped for auto. operation. Incl.
- 1 - Dial support. Incl.
- 1 - Pneumatic vibrator. Incl.
- 1 - Dust hood for aggregate batcher and belt conveyor head section. To have hinged roof section. Incl.
- 1 - Structural support for aggregate weigh batcher, batching belt conveyor. \$ 4,820.00

NEW EQUIPMENT LIMITED TO FACTORY WARRANTY-SEE REVERSE SIDE
USED EQUIPMENT IS SOLD "AS IS - NO WARRANTY"
THIS PROPOSAL INCLUDES ALL OF THE PROVISIONS ON THE REVERSE SIDE

Please enter our order # _____ for the above

By _____

Date _____

S. M. CHRISTHILF & SON, INC.

William F. Childs IV

Date December 7 19 84

mv

SALES
SERVICE



PARTS
RENTALS

TIMONIUM ROAD AND HARRISBURG EXPRESSWAY
JUST NORTH OF BELTWAY EXIT 24 ON ROUTE 83
TIMONIUM, MARYLAND 21093 (301) 252-3300

PROPOSAL FOR

ATTENTION Mr. Ward Keeney

Cinder and Concrete Block Co.

REFERENCE Proposed Block
Plant

BOOK - 481 PAGE 16

F.O.B.

SHIPMENT

TERMS

Heltzel stationary inclined 24" wide belt conveyors approx.
30'-0" center to center of pulleys having a rated capacity
of 380 T.P.H. at 300 F.P.M. from mixer to block machine
hopper, complete with the following:

\$ 9,250.00

10 H.P. 230/460 volt 3 phase, 60 Hertz T.E.F.C. motor,
motor reducer and drive (less starter).

4" diameter 35 degree sealed for life ball bearing troughing
and return idlers (troughing idlers on 4'-0" centers; return
idlers on 10'-0" centers).

Factory assembled head terminal with motor and drive,
belt scraper.

Factory assembled foot section with anti-friction bearings,
self-cleaning tail pulley, nip guard, receiving hopper
skirt boards.

Channel type frame.

Frame supports.

24" wide conveyor belt, 2 ply #2100, 1/8" x 1/32".

Conveyor to be shipped assembled.

- 1 Conveyor charging hopper for loading beneath aggregate
batcher.

Incl.

NEW EQUIPMENT LIMITED TO FACTORY WARRANTY-SEE REVERSE SIDE
USED EQUIPMENT IS SOLD "AS IS - NO WARRANTY"
THIS PROPOSAL INCLUDES ALL OF THE PROVISIONS ON THE REVERSE SIDE

Please enter our order # _____ for the above

S. M. CHRISTILF & SON, INC.

By _____

William F. Childs IV
William F. Childs IV

Date _____

Date December 7 19 84

mv

CONSTRUCTION AND INDUSTRIAL EQUIPMENT

SALES
SERVICE



PARTS
RENTALS

TIMONIUM ROAD AND HARRISBURG EXPRESSWAY
JUST NORTH OF BELTWAY EXIT 24 ON ROUTE 83
TIMONIUM, MARYLAND 21093 (301) 252-3300

PROPOSAL FOR

Cinder and Concrete Block Co.
P.O. Box 9
Cockeysville, Md. 21030

ATTENTION Mr. Ward Keeney

REFERENCE Proposed Block
Plant

BOOK - 481 PAGE 17

F.O.B.

SHIPMENT

TERMS

- | | |
|--|--|
| <p>4 - Conveyor head sections for 24" channel conveyor to consist of:</p> <p>Factory assembled head terminal with 15 H.P. 230/460 V, 3 phase, 60 Hertz T.E.F.C. motors, motor reducer with built-in backstop, drive to head shaft mounted reducer, anti-friction bearings and belt cleaner.</p> <p>2 - 10" dia. x approximately 30'-0" long batching screw conveyor complete with 15 H.P. single speed high starting torque electric motor, V-belt drive to shaft mounted reducer. To include flange for batcher. Canvas connection with clamp for attaching to screw discharge.</p> <p>2 - Rotary cement valve, air ram actuated, solenoid controlled, emergency slide gate.</p> <p>2 - Mounting flanges for existing bins.</p> <p>1 - Automatic control with two preset formulas for the automatic control of two of three materials (one cement, one flyash and one newsome) on two separate weigh systems with dial scales and four of four aggregate materials on a dial scale. System to maintain by formula selection material level at two block machines. Two machine hoppers to be skip fed.</p> | <p>\$17,840.00</p> <p>\$15,240.00</p> <p>\$ 2,960.00</p> <p>Incl.</p> <p>\$37,285.00</p> |
|--|--|

NEW EQUIPMENT LIMITED TO FACTORY WARRANTY-SEE REVERSE SIDE
USED EQUIPMENT IS SOLD "AS IS - NO WARRANTY"
THIS PROPOSAL INCLUDES ALL OF THE PROVISIONS ON THE REVERSE SIDE

Please enter our order # _____ for the above

S. M. CHRISTHILF & SON, INC.

By _____

William F. Childs IV
William F. Childs IV

Date _____

Date December 7 19 84
mv

SALES
SERVICE



PARTS
RENTALS

TIMONIUM ROAD AND HARRISBURG EXPRESSWAY
JUST NORTH OF BELTWAY EXIT 24 ON ROUTE 83
TIMONIUM, MARYLAND 21093 (301) 252-3300

PROPOSAL FOR

ATTENTION Mr. Ward Keeney

Cinder and Concrete Block Co.
P.O. Box 9
Cockeysville, Md. 21030

REFERENCE Proposed Block
Plant

BOOK - 481 PAGE 18

F.O.B.

SHIPMENT

TERMS

To include: Jogging timer for all materials, power switch and pilot lights, start-recycle switch, material sequence selector for aggregate materials, skip switches, override push button and pilot light for each material, auto-manual switch, weigh inspection switch, weigh hopper dump switches, auto-manual switch for vibrators and cement aeration, fuse block, two resettable batch counters, zero interlock and over-under interlocks.

Alarm system to signal when automatic cycle has been interrupted. positive signal from batch gate (limit switch) to indicate gate is closed.

Manually set automatic moisture control for one sand material.

Moisture meter with probe.

Simple graphic outline.

Automatic mixer control unit with dual wetting cycle, complete with:

Incl.

Note: System to be complete for two mixer operation less one Lesueur control.

A. Lesueur high speed moisture master precision mixer moisture control for batch to batch uniformity. Includes mixer electrode plates, solenoid valve, strainer, water pressure regulator, separate prewet and trim water presets, moisture

NEW EQUIPMENT LIMITED TO FACTORY WARRANTY-SEE REVERSE SIDE
USED EQUIPMENT IS SOLD "AS IS - NO WARRANTY"
THIS PROPOSAL INCLUDES ALL OF THE PROVISIONS ON THE REVERSE SIDE

Please enter our order # _____ for the above

S. M. CHRISTHILF & SON, INC.


William F. Childs IV

By _____

Date _____ December 7 19 84

Date _____

N.V.

SALES
SERVICE



PARTS
RENTALS

TIMONIUM ROAD AND HARRISBURG EXPRESSWAY
JUST NORTH OF BELTWAY EXIT 24 ON ROUTE 83
TIMONIUM, MARYLAND 21093 (301) 252-3300

PROPOSAL FOR

Cinder and Concrete Block Co.
P.O. Box 9
Cockeysville, Md. 21030

ATTENTION Mr. Ward Keeney

REFERENCE Proposed Block
Plant

BOOK - 481 PAGE 19

F.O.B.

SHIPMENT

TERMS

adjustment for predetermining wetness of mix before discharging to the mixer. Provides temperature compensation for mix temperature.

- B. Manual, semi-automatic an automatic control of mixing cycle; on semi-automatic mixing control cycle proceeds automatically upon manual discharge of batcher. On automatic, batcher discharge and timing cycle take place automatically upon completion of batching and emptying of mixer.
- C. The system is to operate on a demand basis controlled by a moisture probe (furnished by Heltzel) and mounted by the customer in surge hopper above the block machines. (one provided).
- D. Pilot light to indicate blending, wetting, final mixing, mixer discharge and machine hopper level.
- E. Manual control provisions for gate and valves.
- F. Limit switch for each mixer discharge door is required. Mixer must have an air cylinder control for mixer door.
- G. Prewet water and control valve. Additional pilot lights also indicate prewet, wetting and pre mixing.

NEW EQUIPMENT LIMITED TO FACTORY WARRANTY-SEE REVERSE SIDE
USED EQUIPMENT IS SOLD "AS IS - NO WARRANTY"
THIS PROPOSAL INCLUDES ALL OF THE PROVISIONS ON THE REVERSE SIDE

Please enter our order # _____ for the above

By _____

Date _____

S. M. CHRISTHILF & SON, INC.

William F. Childs IV

William F. Childs IV

Date December 7 1984

mv

SALES
SERVICE



PARTS
RENTALS

TIMONIUM ROAD AND HARRISBURG EXPRESSWAY
JUST NORTH OF BELTWAY EXIT 24 ON ROUTE 83
TIMONIUM, MARYLAND 21093 (301) 252-3300

PROPOSAL FOR

Cinder and Concrete Block Co.
P.O. Box 9
Cockeysville, Md. 21030

ATTENTION Mr. Ward Keeney

REFERENCE Proposed Block
Plant

BOOK - 481 PAGE 29

F.O.B.

SHIPMENT

TERMS

Automatic and semi-automatic operating sequence as follows:

- A. Aggregate batcher discharges.
- B. Blending time elapses for mixing dry aggregate ingredients. (inner cabinet adjustable timer, 0-1 minute range).
- C. Prewet water added by "moisture master" to preset amount.
- D. Premix time elapses for complete water penetration, (adjustable timer, front panel mounted, 0-2½ minute range).
- E. Cement batcher discharges.
- F. Blending time elapses for mixing cement and aggregate ingredients (same time as above).
- G. Final water added to preset final wetness.
- H. Final mix time elapses for complete penetration (adjustable timer, front panel mounted, 1 - 10 minute range).
- I. If level control in machine hopper indicates a need for material, mixer will automatically discharge. Gate held open by inner cabinet adjustable timer, 0-1 minute range.
- J. If machine hopper is not ready to accept mix, concrete will continue mixing until level control signals mixer to discharge.

NEW EQUIPMENT LIMITED TO FACTORY WARRANTY-SEE REVERSE SIDE
USED EQUIPMENT IS SOLD "AS IS - NO WARRANTY"
THIS PROPOSAL INCLUDES ALL OF THE PROVISIONS ON THE REVERSE SIDE

Please enter our order # _____ for the above

By _____

Date _____

S. M. CHRISTHILF & SON, INC.

William F. Childs IV

William F. Childs IV

Date December 7 19 84

mv

SALES
SERVICE



PARTS
RENTALS

TIMONIUM ROAD AND HARRISBURG EXPRESSWAY
JUST NORTH OF BELTWAY EXIT 24 ON ROUTE 83
TIMONIUM, MARYLAND 21093 (301) 252-3300

PROPOSAL FOR

Cinder and Concrete Block Co.
P.O. Box 9
Cockeysville, Md. 21030

ATTENTION Mr. Ward Keeney

REFERENCE Proposed Block
Plant

BOOK - 481 PAGE

21

F.O.B.	SHIPMENT	TERMS
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- K. Control returns to start position and recycles again after next batch of material has been weighed.
 - L. Prewet cycle may be skipped by setting prewet, pre-set and premix timer to zero.
- 1 - Lot of assembly bolts.

Incl.

\$107,010.00

Notes:

1. The Heltzel Company will supply such safety and pollution devices as are specified herein, but none other; except that if additional safety and pollution devices are required by the laws of the local, State, Federal, or other political division in which such equipment is to be installed, the Heltzel Company will furnish such safety and pollution devices at the purchaser's written request and expense upon receipt of specifications.
2. All Heltzel concrete plants are furnished complete with field assembly bolts. All pieces except controls are given one coat of Heltzel Safety Yellow before shipment. Shipping and erection damage must be touched up in the field and the application of a customer furnished coat is recommended during or after erection for increased weather resistance. Special colors can be furnished at an additional charge.

NEW EQUIPMENT LIMITED TO FACTORY WARRANTY-SEE REVERSE SIDE
USED EQUIPMENT IS SOLD "AS IS - NO WARRANTY"
THIS PROPOSAL INCLUDES ALL OF THE PROVISIONS ON THE REVERSE SIDE

Please enter our order # _____ for the above

By _____

Date _____

S. M. CHRISTHILF & SON, INC.

William F. Childs IV

William F. Childs IV

Date _____ December 7 19 84
mv

SALES.
SERVICE



PARTS
RENTALS

TIMONIUM ROAD AND HARRISBURG EXPRESSWAY
JUST NORTH OF BELTWAY EXIT 24 ON ROUTE 83
TIMONIUM, MARYLAND 21093 (301) 252-3300

PROPOSAL FOR

ATTENTION Mr. Ward Keeney

Cinder and Concrete Block Co.
P.O. Box 9
Cockeysville, Md. 21030

REFERENCE Proposed Block
Plant

BOOK - 481 PAGE 22

F.O.B.

SHIPMENT

TERMS

3. Any modification of equipment specified herein or alterations to customer's building and equipment to facilitate installation in existing structures and with existing equipment is the responsibility of others than Heltzel Company. Heltzel Company assumes no liability or responsibility for modifications made to this equipment without prior written approval of Heltzel Co.
4. It is the responsibility of the purchaser to apprise Heltzel Co. of any unusual characteristics or circumstances associated with the materials being used with this equipment. If additional equipment, or other than herein specified, is required to facilitate movement or handling due to unknown conditions, Heltzel Co. will furnish such equipment at the purchaser's written request and expense.
5. The use of flexible power cables and multi-conductor control cables for permanent installations is not permitted by the National Electrical Code (N.E.C.) unless they are suitably protected against physical damage (protective equipment is by others) and this proposed use in no way constitutes a guaranty of code compliance on the part of Heltzel Co. Even in those cases where the use of flexible cables is permitted by the N.E.C., local codes may prohibit their use; therefore, local code requirements should be determined prior to the purchase and use of flexible power cables or flexible multi-conductor control cables.
6. Prices quoted are F.O.B. Shipping Point; truck shipment.

NEW EQUIPMENT LIMITED TO FACTORY WARRANTY-SEE REVERSE SIDE
USED EQUIPMENT IS SOLD "AS IS - NO WARRANTY"
THIS PROPOSAL INCLUDES ALL OF THE PROVISIONS ON THE REVERSE SIDE

Please enter our order # _____ for the above

S. M. CHRISTHILF & SON, INC.

William F. Childs IV

William F. Childs IV

By _____

Date _____ December 7 19 84

Date _____

mv

SALES
SERVICE



PARTS
RENTALS

TIMONIUM ROAD AND HARRISBURG EXPRESSWAY
JUST NORTH OF BELTWAY EXIT 24 ON ROUTE 83
TIMONIUM, MARYLAND 21093 (301) 252-3300

PROPOSAL FOR

ATTENTION Mr. Ward Keeney

Cinder and Concrete Block Co.
P.O. Box 9
Cockeysville, Md. 21030

BOOK - 481 PAGE

REFERENCE Proposed Block
33 Plant

F.O.B.

SHIPMENT

TERMS

7. Proposal is based on price at time of estimated shipment. If an order is not placed by the end of the 30 day proposal acceptance period a new shipping date must be established and a 1% per month increase added to the proposal price. If delays in shipment, after acceptance of order, are a result of Heltzel's responsibility no price increase will be made. If purchaser delays shipment a 1% per month increase will be added to contract price.
8. The Heltzel Co. assumes no responsibility for the checking, adjustment and certification of scale systems to meet local, state or federal specifications. It is the customers responsibility to have the scale system serviced and sealed by a certified scale mechanic prior to the request for a Heltzel serviceman and before operation of weighing equipment.

TERMS:

20% down payment at time of order is placed, balance due (30) days after shipment.

NEW EQUIPMENT LIMITED TO FACTORY WARRANTY-SEE REVERSE SIDE
USED EQUIPMENT IS SOLD "AS IS - NO WARRANTY"
THIS PROPOSAL INCLUDES ALL OF THE PROVISIONS ON THE REVERSE SIDE

Please enter our order # _____ for the above

By _____

Date _____

S. M. CHRISTHILF & SON, INC.

William F. Childs IV

William F. Childs IV

Date December 7 19 84 mv

13.10
A 2 P 12

255013

TO BE RECORDED IN THE
FINANCING STATEMENT
RECORDS OF THE MARYLAND
STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION
AND THE FINANCING STATE-
MENT RECORDS OF ANNE
ARUNDEL COUNTY, MARYLAND

NOT SUBJECT TO
RECORDATION TAX

FINANCING STATEMENT

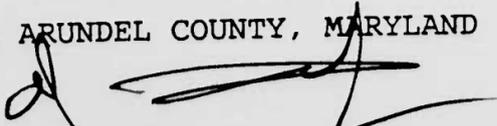
1. Debtor: ANNE ARUNDEL COUNTY, MARYLAND
Address: Arundel Center, Calvert & Northwest Streets
Annapolis, Maryland 21401
Attention: Director of Administration
2. Secured Party: MERCANTILE-SAFE DEPOSIT & TRUST COMPANY
Address: 2 Hopkins Plaza
Baltimore, Maryland 21201
Attention: Philip G. Enstice
3. This Financing Statement covers the type of property listed in Exhibit A hereto.
4. Proceeds and products of the collateral described in paragraph 3 above are covered by this Financing Statement.

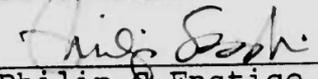
The Debtor has made the assignment of the above mentioned collateral pursuant to Resolution No. 10-84 of the County Council of the Debtor, approved by the County Executive on March 21, 1984, as amended by Resolution No. 61-84, approved by the County Executive on July 18, 1984, to secure payment of the principal of, and interest on; the Debtor's \$850,000 Anne Arundel County, Maryland Industrial Development Revenue Bond (Cinder and Concrete Block Corporation Project) (the "Bond"), which Bond does not constitute an indebtedness or charge against the general credit and taxing powers of the Debtor, and does not constitute or give rise to any pecuniary liability of the Debtor.

Debtor:
ANNE ARUNDEL COUNTY, MARYLAND

Secured Party:
MERCANTILE-SAFE DEPOSIT &
TRUST COMPANY

RECORD FEE 13.00
POSTAGE .50
#07752 C040 R01 T11:59

By: 
O. James Lighthizer
County Executive

By: 
Philip G. Enstice
Vice President

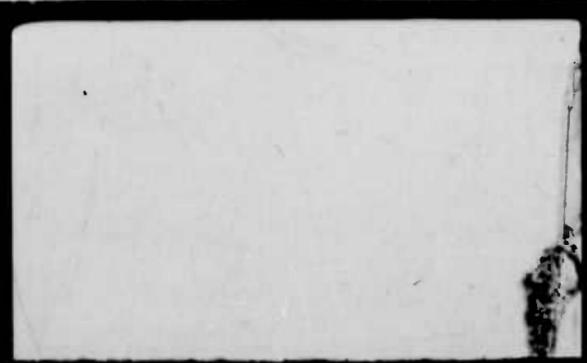
DEC 21 84

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 DEC 21 PM 12:25

E. AUBREY COLLISON
CLERK

13.2
57



BOOK - 481 PAGE 25

To The Filing Officer: After this statement has been recorded,
please mail the same to:

~~Mitchell Kolkin, Esquire
Venable, Baetjer and Howard
1800 Mercantile Bank and Trust Bldg.
2 Hopkins Plaza
Baltimore, Maryland 21201~~

1123Q

REAL ESTATE TITLE COMPANY, INC.
114 E. LEXINGTON STREET
BALTIMORE, MARYLAND 21202

Mailed to: _____

EXHIBIT A

(a) All of the Debtor's right, title and interest in and to and remedies under, including all moneys payable by Cinder and Concrete Block Corporation (the "Borrower") to the Debtor pursuant to, the Facility Financing Agreement dated as of December 7, 1984 among the Debtor, the Borrower, the Secured Party and Philip G. Enstice and E. Turner Coggin, as trustees, together with any and all modifications, alterations, amendments and supplements thereto (the "Agreement"), including without limitation any and all security referred to therein, excepting only the right of the Debtor to indemnification by the Borrower and to payments to the Debtor for expenses incurred by the Debtor.

(b) All of the Debtor's right, title and interest in and to the Receipts and Revenues of the Issuer from the Loan (as defined in the Agreement), including all moneys payable by the Borrower to the Debtor pursuant to the Agreement and all other revenues of the Debtor attributable to the financing of the Facility (as defined in the Agreement), including (without limitation) any moneys realized from the sale of any security for the loan evidenced and secured by the Agreement; excluding, however, amounts paid by the Borrower to the Debtor, or for the account of the Debtor, to pay for, or reimburse the Debtor for, any expenses incurred by or on behalf of the Debtor in connection with the financing of the Facility, or for the purpose of indemnifying the Debtor under the terms and provisions of the Agreement or taxes and similar charges levied generally by the Debtor.

(c) All of the Debtor's right, title and interest in and to and remedies under the Deed of Trust (as defined in the Agreement), by the Borrower, covering the Facility, together with any and all modifications, alterations, amendments and supplements thereto.

(d) All of the Debtor's right, title and interest in and to all moneys which are at any time or from time to time on deposit in the trust fund created pursuant to the Agreement, designated "1984 Anne Arundel County Facility Project Fund - Cinder and Concrete Block Corporation Project."

(e) All of the Debtor's right, title and interest in and to and remedies with respect to any and all other property of every description and nature from time to time hereafter by delivery or by writing of any kind conveyed, pledged, assigned or transferred, as and for additional security under the Agreement, by the Debtor or by anyone on its behalf or with its written consent to the Secured Party.

TO BE RECORDED IN THE
FINANCING STATEMENT
RECORDS OF THE STATE
DEPARTMENT OF ASSES-
MENTS AND TAXATION AND
IN THE FINANCING STATE-
MENT RECORDS OF ANNE
ARUNDEL COUNTY, MARYLAND

NOT SUBJECT TO
RECORDATION TAX

FINANCING STATEMENT

1. Debtor: ANNE ARUNDEL COUNTY, MARYLAND
Address: Arundel Center, Calvert & Northwest Streets
Annapolis, Maryland 21401
Attention: Director of Administration
2. Secured Party: PROVIDENT BANK OF MARYLAND
Address: 114 East Lexington Street
Baltimore, Maryland 21202
Attention: Raymond E. Schlissler,
Assistant Vice President
3. This Financing Statement covers the assignment by the Debtor to the Secured Party of the property listed in Exhibit A hereto.
4. Proceeds and products of the collateral described in paragraph 3 above are covered by the Financing Statement.

The Debtor has made the assignment of the above mentioned collateral pursuant to Council Bill No. 137-79 of the County Council of Anne Arundel County, Maryland, approved by the County Executive on November 6, 1979, and effective on December 21, 1979, and Resolution No. 42-84 of the County Council of Anne Arundel County, Maryland, approved by the County Executive on June 28, 1984, to secure payment of the principal of, and interest on, the Debtor's \$980,000 Anne Arundel County, Maryland Industrial Development Revenue Bonds (Raynor Associates Project), Series B, which bonds do not constitute an indebtedness or charge against the general credit and taxing powers of the Debtor, and do not constitute or give rise to any pecuniary liability of the Debtor.

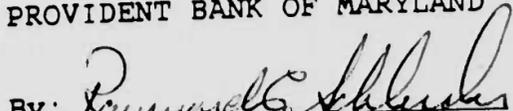
RECORD FEE 21.00
POSTAGE .50
#07756 E040 R01 112:01

Debtor:
ANNE ARUNDEL COUNTY, MARYLAND

Secured Party:
PROVIDENT BANK OF MARYLAND

DEC 21 84

By: 
O. James Lighthizer,
County Executive

By: 
Raymond E. Schlissler,
Assistant Vice President

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CIRCUIT COURT, A.A. COUNTY

1984 DEC 21 PM 12:26

E. AUBREY COLLISON
CLERK

2108

2286Q

BOOK - 481 PAGE 28

Mr. Clerk:

Return to:

Edward L. Wender, Esquire
Venable, Baetjer & Howard
1800 Mercantile Bank & Trust Building
2 Hopkins Plaza
Baltimore, Maryland 21202

REAL ESTATE TITLE COMPANY, INC.
114 E. LEXINGTON STREET
BALTIMORE, MARYLAND 21202

Mailed to: _____

EXHIBIT A

(a) All of the Debtor's right, title and interest in and to and remedies under, including all moneys payable by the Borrower to the Debtor pursuant to, the Loan and Security Agreement dated as of December 19, 1984 between the Debtor and Raynor Associates Limited Partnership, a Maryland limited partnership (the "Borrower"), together with any and all modifications, alterations, amendments and supplements thereto (the "Loan Agreement"), including without limitation any and all security referred to therein, excepting, however, any rights of the Debtor or its officers or employees to payment by the Borrower or any other person on the Borrower's behalf with respect to certain expenses and indemnification under the Loan Agreement, the Deed of Trust (hereinafter defined) and any other Loan Document (as defined in the Loan Agreement) and all enforcement remedies with respect thereto.

(b) All of the Debtor's right, title and interest in and to and remedies under, including all moneys payable by the Borrower to the Debtor pursuant to, the Note dated December 19, 1984 evidencing the loan made pursuant to the Loan Agreement (the "Note"), that certain Assignment of Leases by the Borrower dated December 19, 1984 further securing the payment of the Note and the obligations under the Loan Agreement, that certain Individual Guaranty by Robert W. Catzen, general partner of the Borrower, further securing the payment of the Note and the performance of the obligations under the Loan Agreement, and the Deed of Trust (hereinafter defined), and such other documents, including (without limitation) mortgages, deeds of trust, guaranties, and security agreements securing or relating to the loan or the bonds, and all other revenues of the Debtor attributable to the financing of a certain facility located at 5201 Raynor Avenue, Linthicum, Maryland (the "Facility"), including (without limitation) any moneys realized from the sale of any security for the loan evidenced and secured by the Loan Agreement; excluding, however, any rights of the Debtor or its officers or employees to payment by the Borrower or any other person on the Borrower's behalf with respect to certain expenses and indemnification under the Loan Agreement, the Deed of Trust and any other Loan Document and all enforcement remedies with respect thereto.

(c) All of the Debtor's right, title and interest in and to and remedies under the Deed of Trust and Security Agreement (the "Deed of Trust") dated as of December 19, 1984 by the Borrower, covering certain property located in Anne Arundel County, Maryland described in Exhibit B hereto, which Deed of Trust is recorded, or intended to be recorded, among the Land Records of Anne Arundel County, Maryland, together with any and all modifications, alterations, amendments and supplements thereto.

(d) All of the Debtor's right, title and interest in all moneys on deposit in the Project Fund, the Excess Principal Deposit and the Construction Deposit as those terms are described in the Loan Agreement.

2286Q

(e) All right, title and interest in and to and remedies with respect to any and all other property of every description and nature from time to time hereafter by delivery or by writing of any kind conveyed, pledged, assigned or transferred, as or for additional security for the loan evidenced and secured by the Loan Agreement, by the Debtor or by anyone on its behalf or with its written consent, to the Secured Party, which is hereby authorized to receive any and all such property at any and all times to hold and apply the same subject to the terms of the Loan Agreement and any other documents executed in connection therewith.

2286Q

BOOK - 481 PAGE 31

EXHIBIT B

That parcel of ground, containing 3.681 acres, more or less, and the improvements thereon known as 5201 Raynor Avenue, Linthicum, Maryland as shown on the subdivision plat entitled Raynor Heights as per plat thereof recorded in Plat Book 7, folio 49 among the Land Records of Anne Arundel County, Maryland.

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 423

Page No. 102

Identification No. 231511

Dated March 6, 1980

1. Debtor(s) { Raynor Associates, a Maryland limited partnership
 Name or Names—Print or Type
 121 Water St., Baltimore, MD 21202
 Address—Street No., City - County State Zip Code

2. ~~XXXXXX~~ Assignee { Union Trust Company of Maryland
 Name or Names—Print or Type
 One North Charles Street Baltimore, MD 21202
 Address—Street No., City - County State Zip Code
 Attn: Corporate Trust Dept.

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 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>

C. The Assignee certifies that the Assignee has assigned to the New Assignee whose name and address is show below Assignee's rights under the Financing Statement bearing the file number, shown above in the following property: All collateral described in Financing Statement 231511 recorded in the chattel records of Anne Arundel County, Maryland.

Provident Bank of Maryland
 1101 East Lexington Street
 Baltimore, Maryland 21202

Attn: Raymond E. Schlissler, Assistant Vice President

Dated: December 19, 1984

Union Trust Company of Maryland
 Name of Secured Party

Gordon DeGeorge
 Signature of Secured Party

Gordon DeGeorge
 Type or Print (Include Title if Company)

Lucas Bros. Form T-1

Mailed to: *Real Estate Title*

RECORD FEE 10.00
 POSTAGE .50
 #07158 C040 R01 T12:02
 DEC 21 84

RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY

1984 DEC 21 PM 12:26

E. AUBREY COLLISON
 CLERK

1000 ac

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 423

Page No. 106

Identification No. 231512

Dated March 6, 1980

- 1. Debtor(s) { Anne Arundel County, Maryland
Name or Names—Print or Type
Arundel Center, Northwest and Calvert Streets
Annapolis MD 21401
Address—Street No., City - County State Zip Code
Attn: Director of Administration
- 2. Secured Party { Union Trust Company of Maryland
Name or Names—Print or Type
One North Charles Street, Baltimore, Maryland 21201
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<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.	<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:
<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: All Collateral described	<input type="checkbox"/> D. Other: (Indicate whether amendment, termination, etc.)

in Financing Statement 231512 recorded March 6, 1980, in the Chattel Records Anne Arundel County, Maryland, at Liber 423, page 106.

RECORD FEE 10.00
POSTAGE .50
#07761 C040 R01 112:10
DEC 21 84

Provident Bank of Maryland
114 East Lexington Street
Baltimore, Maryland 21201
Attn: Raymond E. Schlissler,
Assistant Vice President

Dated: December 19, 1984
Union Trust Company of Maryland
Name of Secured Party
Gordon DeGeorge
Signature of Secured Party
Gordon DeGeorge
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

Mailed to: *Russ E. Hall, Title*

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1984 DEC 21 PM 12:26

E. AUBREY COLLISON
CLERK

10.8

FINANCING STATEMENT

255000

NOT SUBJECT TO
RECORDATION TAX

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code.

- 1. NAME AND ADDRESS OF DEBTOR: HOUSLEY LIMITED PARTNERSHIP
49 South River Clubhouse Road
Harwood, Maryland 20776
- 2. NAME AND ADDRESS OF SECURED PARTY: ANNE ARUNDEL COUNTY, MARYLAND
Arundel Center
Calvert and Northwest Street
Annapolis, Maryland 21401
- 3. NAME AND ADDRESS OF ASSIGNEE: THE ANNAPOLIS BANKING AND TRUST COMPANY
Church Circle
P.O. Box 311
Annapolis, Maryland 21404

RECEIVED FOR RECORDATION
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1984 DEC 21 PM 4:19

E. AUBREY COLLISON
CLERK

4. This Financing Statement covers the following (the "Security"):

(a) The interest of the Debtor in all building materials, fixtures, equipment and tangible personal property of every kind and nature whatsoever, now or hereafter located or contained in or attached to, the real property located in Anne Arundel County, Maryland, described on Exhibit A attached hereto and made a part hereof, and the improvements thereon (such real property, improvements and building materials and fixtures 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; and, together with all proceeds thereof, including the proceeds of any and all insurance policies in connection therewith. The Real Property is also described in a certain Deed of Trust dated as of December 21, 1984 by the Debtor to certain individual trustees (the "Deed of Trust"). The Real Property and all of the other property described in paragraphs (a) and (b) of this Financing Statement are hereinafter referred to collectively as the "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

*Annex
C. 12/22/84
2250
2200
10*

DEC 21 84

result of, in connection with, or in lieu of (i) any taking of any portion of the Real Property or any part thereof under the power of eminent domain, either temporarily or permanently, and (ii) any other injury or damage, or decrease in value of, the Facility or any part thereof.

(c) The interest of the Debtor in any and all payments, proceeds, 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 any portion thereof.

(d) The interest of the Debtor in all of the rents, royalties, issues, profits, revenues, income and other benefits of the Real Property, 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, both now in existence or hereafter entered into with respect to the Real Property; 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; reserving in the Debtor the right to collect and receive the same until there is a default under any of the Documents (as defined in the Financing Agreement hereinafter defined).

5. Proceeds and products of the Security are also covered.

6. This Financing Statement gives notice of and perfects the security interests granted by the Debtor to the Secured Party (and assigned by the Secured Party to the Assignee) under and pursuant to the Facility Financing Agreement dated as of December __, 1984 (the "Financing Agreement") by and among the Debtor, the Secured Party, the Assignee and The Annapolis Banking and Trust Company, a Maryland banking corporation, as trustee (the "Trustee") as security for a loan made by the Secured Party to the Debtor under and pursuant to the Financing Agreement as security for the Secured Party's Anne Arundel County, Maryland Industrial Development Revenue Bond (Housley Limited Partnership Project), 1984 Series, dated as of December 21, 1984, in the principal amount of \$650,000 (the "Bond"), issued pursuant to, and in accordance with, the Maryland Economic Development Revenue Bond Act, Sections 266A to 266-I, inclusive, of Article 41 of the Annotated Code of Maryland, (1982 Replacement Volume, 1984 Cumulative Supplement), which Bond and the interest thereon does not constitute an indebtedness or a charge against the general credit or taking powers of the Secured Party within the meaning

of any constitutional or charter provision or statutory limitation, and does not constitute or give rise to any pecuniary liability of the Secured Party.

Debtor:

HOUSLEY LIMITED PARTNERSHIP

By: *William H. Natter, Jr.*
William H. Natter, Jr.,
General Partner

Secured Party:

ANNE ARUNDEL COUNTY, MARYLAND

By: *[Signature]*
O. James Lighthizer,
County Executive

Assignee:

THE ANNAPOLIS BANKING AND TRUST COMPANY

By: *[Signature]*
John M. Suit, II,
Senior Vice President

Please Return to: William E. Kirk, Esquire
Townsend & Kirk
700 Melvin Avenue
Annapolis, Maryland 21401

AA2 - Wk.19
10:02:12/16/84
42308-10

Mailed to: *[Signature]*

EXHIBIT "A"

PARCEL NO. 1.

BOOK - 481 PAGE 37

ALL THAT PARCEL of land situate in the Second Election District of Anne Arundel County, Maryland and described as follows: Being Lot No. 1 of the Thomas Housley Subdivision of Lot No. 14 as shown on a plat made by J. Revell Carr, Surveyor, October 1936, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 157, folio 229, and more particularly described as follows: according to a survey made thereof by J. Revell Carr Surveyor in October 1945. Beginning for the same at an iron pipe now set in the southern line of the whole Lot No. 14 to be hereinafter mentioned, the said iron pipe and place of beginning is distant due east 946 feet from the southwest corner of the said mentioned whole lot thence running from the said beginning point so fixed leaving the said mentioned southern line north 01 degree 24 minutes West 208.9 feet to another iron pipe on the south side of a 30 foot road leading easterly to the General's Highway thence with the said side of said Road South 89 degrees 09 minutes West 55 feet to another iron pipe thence leaving said road and running with the easterly line of Lot 2 adjoining hereto on the west, South 01 degree 24 minutes East 208.1 feet to another iron pipe set in the above mentioned southern line thence leaving said Lot No. 2 and running with said southern line due east 55 feet to the place of beginning. Containing 0.263 acres of land. The above mentioned subdivision is part of Lot No. 14 above mentioned which is a subdivision of the property of Annie E. D. Sellman made by Walter C. Munroe, Civil Engineer, September, 1921, and recorded among the Plat Records of Anne Arundel County, Maryland, in Cabinet 1, Rod B, Plat No. 13, formerly recorded in Plat Book W.M.B. No. 1 at folio 31.

BEING the same property obtained from Robert A. Huffer to Housley Limited Partnership by deed dated of even date herewith and recorded prior hereto.

PARCEL NO. 2.

BEGINNING for the same at an iron pipe heretofore set in the due East and West division line between Lot No. 13 and Lot No. 14 of the Annie E. D. Sellman Subdivision plat of which is recorded in Cabinet No. 1, Rod B, Plat No. 13; the said iron pipe and place of beginning is distant as measured along the said last mentioned division line due East 946.0 feet from the Southwest corner of the said mentioned Lot No. 14 of which the lot now being described is a part; thence running from the said beginning point so fixed with the said mentioned division line between the said Lot No. 13 and No. 14, due East 241.6 feet to another iron pipe now set on the West side of the General's Highway; thence leaving the said last mentioned division line and with the Westerly side of said General's Highway North 9 degrees 50 minutes West 112.83 feet to another iron pipe; thence leaving the said Highway and running so as to establish a division line between the lot now being described and another lot adjoining hereto on the North, South 83 degrees 15 minutes West 218.01 feet to another iron pipe; thence leaving the said last mentioned division line and running

South 3 degrees 38 minutes West 87.4 feet to the place of beginning. Containing 0.52 acres of land. Saving and accepting therefrom a public utilities easement by deed of easement and agreement dated March 8, 1973 and recorded among the Land Records of Anne Arundel County in Liber W.G.L. 2577, folio 844 to Anne Arundel County and also a trip of land containing 1571 square feet more fully described in a deed dated February 25, 1980 and recorded as aforesaid in Liber W.G.L. 3301, folio 770 to the State of Maryland.

PARCEL NO. 3.

BEGINNING for the same at an iron pipe located at the southeast corner of Lot Number 1 of the Thomas Housley Subdivision as shown on a plat made by J. Revell Carr, Surveyor, recorded among the Land Records of Anne Arundel County in Liber F.A.M. 157, folio 229, said point being the beginning point of the North 01 degrees 24 minutes West, 208.9 foot line as described in the conveyance of said lot to Robert A. Huffer and Carol A. Huffer, his wife, from Samuel M. Ivrey, by deed dated January 9, 1973 and recorded among the Land Records of Anne Arundel County in Liber 2553, folio 492; thence binding along said line: 1) North 02 degrees 59 minutes 58 seconds West, 85.93 feet, as now surveyed, to an iron pipe located at the end of the South 83 degrees 15 minutes 00 seconds West, 218.01 foot line of the conveyance from Farmers Supply & Equipment Company to George Drakopoulos and Sophia Drakopoulos, his wife, by deed dated August 12, 1983 and recorded among the Land Records of Anne Arundel County in Liber 1682, folio 318, thence binding reversely on said line, 2) North 81 degrees 39 minutes 02 seconds East, as now surveyed, 7.50 feet to a point located at the end of the North 03 degrees 38 minutes 00 seconds East, 87.40 foot line of the conveyance from Herbert Lewis and Marie Lewis, his wife, to Atlee V. Huffer and Ruth R. Huffer, his wife, in a deed dated June 29, 1944 and recorded among the Land Records of Anne Arundel County in Liber 311, folio 278, thence binding reversely on said line. 3) South 01 degrees 55 minutes 29 seconds West, as now surveyed, 86.96 feet to the point of beginning. Containing 320.73 square feet, more or less.

BEING the same two parcels in a deed from David W. Stevens and Mary Jane Stevens, his wife, to Housley Limited Partnership of even date herewith and recorded prior hereto.

255021

BOOK - 481 PAGE 39

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

- 1. Debtor: ANNE ARUNDEL COUNTY, MARYLAND
Arundel Center
Calvert and Northwest Streets
Annapolis, Maryland 21401
- 2. Secured Party: THE ANNAPOLIS BANKING AND TRUST COMPANY
Church Circle
P.O. Box 311
Annapolis, Maryland 21404

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1984 DEC 21 PM 4:19

E. AUBREY COLLISON
CLERK

- 3. This Financing Statement covers the following property:

The interest of the Debtor in and to (a) all of the Debtor's right, title and interest in and to and remedies under, and all moneys payable by the Borrower (hereinafter defined) to the Debtor, pursuant to the the Financing Agreement (hereinafter defined) and all other revenues of the Issuer attributable to the financing of the Facility (hereinafter defined) including (without limitation) any moneys realized from the sale of any security for the Loan (hereinafter defined); excepting any amounts paid by the Borrower to the Debtor, or for the account of the Debtor, to pay for, or reimburse the Debtor for any expenses incurred by or on behalf of the Debtor in connection with the financing of the Project, or for the purpose of indemnifying the Debtor under the terms and provisions of the Financing Agreement, or taxes and similar charges levied generally by the Debtor and (b) any and all moneys which are at any time or from time to time on deposit in the Project Fund established in the Financing Agreement.

- 4. Proceeds and products of the collateral are also covered.

5. This Financing Statement gives notice of and perfects the security interest granted by the Debtor to the Secured Party under and pursuant to the Facility Financing Agreement dated December __, 1984 (the "Financing Agreement") by and among the Debtor, the Secured Party, Housley Limited Partnership, a Maryland limited partnership (the "Borrower") and The Annapolis Banking and Trust Company, as Trustee, relating to the Debtor's Anne Arundel County, Maryland Industrial Development Revenue Bond (Housley Limited Partnership Project), 1984 Series, in the principal amount of \$650,000 (the "Bond"), issued and sold pursuant to and in accordance with the Maryland Economic Development Revenue Bond Act, codified at Section 266A to 266-I, inclusive, of Article 41 of the Annotated Code of Maryland (1982 Replacement Volume, 1984 Cumulative Supplement), for the purpose of loaning the proceeds from the sale thereof (the "Loan") to the Borrower pursuant to the terms of the Financing Agreement, to finance a portion of the costs of the construction of an office

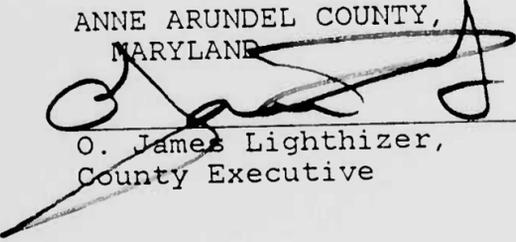
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building on land located at 2086 Generals Highway and contiguous land on 2541 Housley Road to be used as office space and leased to tenants, the identities of which are not yet known (the "Facility"). The Bond and the interest thereon do not constitute an indebtedness or a charge against the general credit or taxing powers of the Debtor within the meaning of any constitutional or charter provision or statutory limitation, and shall not ever constitute or give rise to any pecuniary liability of the Debtor.

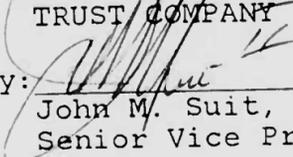
Debtor:

ANNE ARUNDEL COUNTY,
MARYLAND


O. James Lighthizer,
County Executive

Secured Party:

THE ANNAPOLIS BANKING AND
TRUST COMPANY

By: 
John M. Suit, II,
Senior Vice President

Please return to: William E. Kirk, Esquire
Townsend & Kirk
700 Melvin Avenue
Annapolis, Maryland 21401

AA1 - Wk.34
10:02:12/16/84
42308-10

Mailed to 

BOOK - 481 PAGE 41

255000

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) Community Foods, Inc. 336 East 25th Street Baltimore, Maryland 21218	2. Secured Party(ies) and address(es) P. A. & S. Small Company 1100 North Sherman Street York, Pennsylvania 17402	For Filing Officer (Date, Time and Filing Office) RECORD FEE 11.00 POSTAGE .50 #07798 CO-40 R01 T10:18 DEC 26 84
4. This statement refers to original Financing Statement bearing File No. <u>501146, Book 393, Page 761</u> Filed with <u>Anne Arundel County Clerk's Office</u> Date Filed <u>May 10</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. * Morgan Bank (Delaware)
902 Market Street
Wilmington, Delaware 19801

RETURN TO:

No. of additional Sheets presented:

INFUSEARCH, INC.
P.O. Box 1110
Albany, NY 12201

By: [Signature] P. A. & S. Small Company
Signature(s) of Secured Party(ies) President

(1) Filing Officer Copy - Alphabetical

Mailed to: STANDARD FORM - FORM UCC-3

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1984 DEC 26 AM 11:17

E. AUGREY COLLISON
CLERK

FH32811

11 30

TO BE RECORDED AMONG THE
CHATTEL RECORDS OF ANNE
ARUNDEL COUNTY, MARYLAND

NOT SUBJECT TO
RECORDATION TAX

FINANCING STATEMENT

755000

1. Debtor: Katcef Brothers Inc., Neal B. Katcef and
Janice K. Cohen

Address: P.O. Box 763, 2404 A and Eagle Boulevard
Annapolis, Maryland 21404
Attention: Neal B. Katcef

2. Secured
Party: Anne Arundel County, Maryland

Address: Arundel Center
44 Calvert Street
Annapolis, Maryland 21404
Attention: Director of Administration

3. Assignee: The Annapolis Banking and Trust Company

Address: Church Circle, P.O. Box 311
Annapolis, Maryland 21404
Attention: John M. Suit, II

4. This Financing Statement covers the property described
in Exhibit A attached hereto and herein incorporated.

5. The proceeds and products of the property described in
Paragraph 4. above are covered by this Financing State-
ment.

6. Portions of the property described in Exhibit A are or
may be fixtures and are located at, or may be affixed to,
real estate and improvements described in Exhibit B
attached hereto and herein incorporated.

The Secured Party has made the assignment to the
Assignee hereunder pursuant to Resolution No. 128-84 of the
County Council of Anne Arundel County, Maryland, approved by
the County Executive on December 5, 1984, to secure payment
of the principal of and interest on the Secured Party's

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COUNTY CLERK, ANNE ARUNDEL COUNTY
1984 DEC 26 PM 4:20
ALPHABETIC COLLISION

RECORD FEE
POSTAGE

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.30

755000

DEC 26 84

7120 000 2/100/3

EXHIBIT A TO THREE-PARTY FINANCING STATEMENT

(a) The interest of the Debtor in any and all fixtures, fittings, materials, appliances, apparatus, equipment, machinery, furniture and furnishings, decorations, chattels, and articles of personal property of every kind, nature, and description, including, but not limited to, replacements thereof, now or hereafter attached to or installed or located in the premises subject to the Deed of Trust and Security Agreement by the Debtor dated December 26, 1984 (hereinafter called the "Deed of Trust"), which premises are described in detail on Exhibit B hereto, (said premises are hereinafter called the "Premises"), or which the Debtor now or hereafter owns or now or hereafter uses in connection with said Premises, as improved or to be improved, and, without limiting the generality of the foregoing, also all building materials, floor coverings, lighting, flood lighting, heating, ventilating, air conditioning, plumbing fixtures and equipment and systems, water and power systems and equipment, burglar alarms and security systems, engines, boilers, motors, machinery, ranges, furnaces, oil burners or units, sprinkling and other fire prevention or extinguishing apparatus and equipment, incinerating equipment and systems and maintenance equipment, communication systems, dynamos, transformers, gas and electrical equipment, storm and screen windows and doors, awnings, screens, shrubbery, plants, shades, and storm sashes, and other similar property located on, installed in, attached to, or used in connection with, the Premises subject to the Deed of Trust, and all alterations, additions, accessions, and improvements thereto.

Unless specifically designated otherwise, the Premises and all other items and property described in the preceding paragraph, together with all alterations, additions, accessions and improvements thereto, substitutions therefore and renewals and replacements thereof, shall be herein referred to collectively as the "Property."

(b) The interest of the Debtor in any and all rights of way, riparian rights, licenses, easements, tenements, hereditaments, appurtenances, and accessions now or hereafter attached to or located on the Premises subject to the Deed of Trust, which Premises are described in detail on Exhibit B hereto.

(c) 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 Premises 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 Premises or any part thereof (all the foregoing being hereinafter sometimes referred to collectively as the "Condemnation Award," or singularly, a "Condemnation Award").

(d) The interest of the Debtor in any and all payments, proceeds, 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 Premises or any portion thereof.

(e) The interest of the Debtor in all of the rents, royalties, issues, profits, revenues, income, and other benefits of the Property, or arising from the use or enjoyment of all or any portion thereof, or from any lease, franchise, contract right, right of action, general intangible or agreement pertaining thereto, and right, title and interest of the Debtor in and to, and any remedies under, any and all leases and subleases of the Premises, or any part thereof, both now in existence or hereafter entered into, and all contract rights, accounts receivable, and general intangibles growing out of or in connection with such lease 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.

(f) The interest of the Debtor in all sums on deposit from time to time in the "Project Fund" as that term is defined in that certain Loan and Security Agreement made by and between the Secured Party and the Debtor, dated as of December 26, 1984.

BEGINNING for the same at a point located in the North right-of-way line of Maryland Route No. 50 said point being located where the westernmost outline of a conveyance from Norman Hazard, Morris Turk, Charlotte Gilden Krohn and Judith Gilden Rachap to Katcef Brothers Incorporated by deed dated October 10, 1975, and recorded among the Land Records of Anne Arundel County in Liber 2798, folio 523, intersects the North right-of-way line of Maryland Route No. 50 and running from said beginning point so fixed and with a part of the westernmost outline of said tract and leaving Maryland Route No. 50 North 17 degrees 39 minutes 45 seconds West, 477.00 feet to a point;

Thence leaving said tract line and running with new division lines through said tract, North 72 degrees 20 minutes 15 seconds East, 142.65 feet to a point;

Thence South 87 degrees 37 minutes 01 seconds East, 207.29 feet to a point;

Thence South 82 degrees 41 minutes 34 seconds East, 142.65 feet to a point located on the west side of Busch Boulevard;

Thence with the west side of Busch Boulevard South 07 degrees 18 minutes 26 seconds West, 83.00 feet to a point of curve of a cul-de-sac in Busch Boulevard;

Thence with a part of the curve of said cul-de-sac which has a radius of 55.00 feet, a chord bearing and distance South of 36 degrees 18 minutes 05 seconds East, 76.34 feet for an arc distance of 84.38 feet to a point;

Thence leaving Busch Boulevard and running South 09 degrees 44 minutes 57 seconds West, 327.57 feet to a point located in the north right-of-way line of Maryland Route No. 50

Thence with a part of said right-of-way line and with a curve to the left which has a radius of 7702.44 feet, a chord bearing and distance of South 89 degrees 18 minutes 10 seconds West, 294.38 feet for an arc distance of 295.00 feet to a point of tangency;

Thence still with said right-of-way line South 88 degrees 12 minutes 20 seconds West, 24.02 feet to the place of beginning;

Containing 4.650 acres, more or less, according to a plat and description prepared by J.R. McCrone, Jr., Inc., in July, 1979 without benefit of a field survey;

BEING the same property conveyed from Katcef Brothers, Inc. to Janice K. Kohen and Neal B. Katcef by deed dated July 15, 1979 and recorded among the Land Records of Anne Arundel County, Maryland in Liber W.G.L. 3307, folio 17.

TO BE RECORDED AMONG THE
CHattel RECORDS OF ANNE
ARUNDEL COUNTY, MARYLAND

NOT SUBJECT TO
RECORDATION TAX

1984 DEC 26

FINANCING STATEMENT

1. Debtor: ANNE ARUNDEL COUNTY, MARYLAND
Address: 44 Calvert Street
Arundel Center
Annapolis, Maryland 21404
Attention: Director of Administration
2. Secured Party: The Annapolis Banking and Trust Company
Address: Church Circle
P.O. Box 311
Annapolis, Maryland 21404
Attention: John M. Suit, II
3. This Financing Statement covers the assignment by the Debtor to the Secured Party of the property listed on Exhibit A attached hereto and herein incorporated.
4. The proceeds and products of the property described in Paragraph 3. above are covered by this Financing Statement.

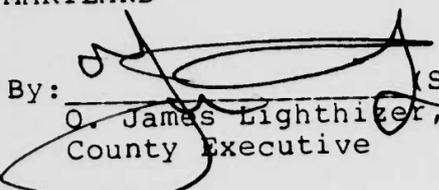
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CIRCUIT COURT, ANNE ARUNDEL COUNTY
E AUBREY COLLISON
CLERK

RECORD FEE 17.00
NOTARIAL FEE 2.00
TOTAL FEE 19.00
DEC 26 1984

The Debtor has made the assignment of the above mentioned collateral pursuant to Resolution No. 128-84 of the County Council of Anne Arundel County, Maryland, approved by the County Executive on December 5, 1984, to secure payment of the principal or, and interest on, the Debtor's \$950,000 Anne Arundel County, Maryland Economic Development Revenue Bonds (Katcef Brothers Inc. Facility), 1984 Series, which bond does not constitute an indebtedness or charge against the general credit and taxing powers of the Debtor, and does not constitute or give rise to any pecuniary liability of the Debtor.

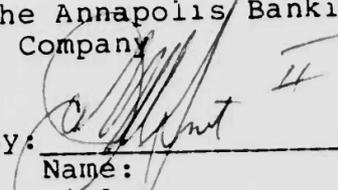
Debtor:

ANNE ARUNDEL COUNTY,
MARYLAND

By:  (SEAL)
O. James Lighthizer,
County Executive

Secured Party:

The Annapolis Banking and Trust
Company

By:  (SEAL)
Name: _____
Title: _____

AAC 712 1/2

BOOK - 481 PAGE 48

To The Filing Officer: After this statement has been recorded, please mail the same to:

Lawrence O. Snead, III, Esquire
Dow, Lohnes & Albertson
5th Floor
1255 Twenty-third Street, N.W.
Washington, D.C. 20037

Mailed to: _____

EXHIBIT A TO TWO-PARTY FINANCING STATEMENT

(a) All of the Debtor's right, title, and interest in and to, and remedies under, including, but not limited to, all moneys payable by the Borrower to the Debtor pursuant to, that certain Loan and Security Agreement, dated as of December 26, 1984, between the Debtor and Katcef Brothers, Inc., a Maryland corporation (the "Borrower"), together with any and all modifications, alterations, amendments, and supplements thereto (hereinafter called the "Loan Agreement"), including, but not limited to, any and all security referred to therein, excepting only the right of the Debtor to indemnification by the Borrower and to payments to or for the account of the Debtor for expenses incurred by the Debtor itself.

(b) All of the Debtor's right, title, and interest in and to, and remedies under, including, but not limited to, all moneys payable by the Borrower to the Debtor pursuant to, that certain Note of the Debtor dated December 26, 1984 evidencing the loan made pursuant to the Loan Agreement (hereinafter called the "Note"), that certain Deed of Trust and Security Agreement, dated December 26, 1984 further securing the payment of the Note and the obligations under the Loan Agreement, that certain Guaranty Agreement by Neal B. Katcef (the "Guarantor"), dated December 26, 1984 (the "Guaranty Agreement"), and such other documents, including, but not limited to, mortgages, deeds of trust, guarantees, and security agreements securing or relating to the Loan or the bonds, and all other revenues of the Debtor attributable to the financing of a certain facility located at 2404 A and Eagle Boulevard, near Maryland State Route 450, in Anne Arundel County, Maryland (the "Facility"), including, but not limited to, any moneys realized from the sale of any security for the Loan evidenced or secured by the Loan Agreement or the Guaranty Agreement; excluding, however, amounts paid by the Borrower to the Debtor, or for the account of the Debtor, to pay for, or reimburse the Debtor for, any expenses incurred by or on behalf of the Debtor in connection with the financing of the Facility, or for the purpose of indemnifying the Debtor under the terms and provisions of the Loan Agreement.

(c) All of the Debtor's right, title, and interest in all moneys on deposit in the "Project Fund," as that term is defined in the Loan Agreement.

(d) All of the Debtor's right, title, and interest in and to, and remedies with respect to, any and all other property of every description and nature from time to time hereafter by delivery or by writing of any kind conveyed, pledged, assigned, or transferred, as or for additional security hereunder, by the Debtor or by anyone or its behalf or with its written consent, to the Secured Party, which is hereby authorized to receive any and all such property, and at any and all times to hold and apply the same subject to the terms hereof.

RECORDS

TO BE RECORDED IN ^{F/S}
THE ~~LAND~~ RECORDS OF ANNE
ARUNDEL COUNTY, MARYLAND

NOT SUBJECT TO
RECORDATION TAX

FINANCING STATEMENT

1. Debtor: UNITED STATIONERS SUPPLY CO.
Address: 1701 South First Avenue
Maywood, Illinois 60153,
Attention: Joel D. Spungin, President
2. Secured
Party: ANNE ARUNDEL COUNTY, MARYLAND
Address: Arundel Center, Calvert & Northwest Streets
Annapolis, Maryland 21401
Attention: Director of Administration
3. Assignee: MARINE BANK, as Trustee
Address: 901 State Street,
Erie, Pennsylvania, 16553,
Attention: Manager, Corporate Trust Department

This Financing Statement covers the property described in Exhibit A hereto.

The proceeds and products of the collateral described in paragraph 4 above are covered by this Financing Statement.

Portions of the property described in Exhibit A hereto are or may be fixtures and are located at or may be affixed to real estate and improvements described in Exhibit B hereto.

The Secured Party has made the assignment to the Assignee hereunder pursuant to Resolution No. 38-84 of the County Council of Anne Arundel County, Maryland, approved by the County Executive on June 11, 1984, to secure payment of the principal of and interest on the Secured Party's \$8,000,000 Anne Arundel County, Maryland Industrial Development Revenue Bonds (United Stationers Supply Co.), 1984 Series, which bonds do not constitute an indebtedness or charge against the general

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CIRCUIT COURT IN ANNE ARUNDEL COUNTY
1984 DEC 27 PM 12:40
E. AUBREY COLLISON
CLERK

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RECORD FEE 25.00

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AT 1070 DMS 402 712135
DEC 27 84

250
12

credit and taxing powers of the Secured Party, and do not constitute or give rise to any pecuniary liability of the Secured Party.

Debtor:

UNITED STATIONERS SUPPLY CO.

By 
Joel D. Spungin,
President

Secured Party:

ANNE ARUNDEL COUNTY, MARYLAND

By  (SEAL)
O. James Lighthizer,
County Executive

MARINE BANK, as Trustee

By 
Charles D. Harris,
Vice President

Mr. Clerk:

Return to
Edward L. Wender, Esquire
Venable, Baetjer & Howard
1800 Mercantile Bank &
Trust Building
2 Hopkins Plaza
Baltimore, Maryland

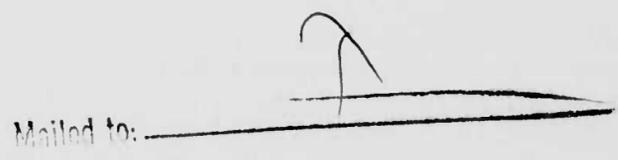
Mailed to: 

EXHIBIT A

(a) The interest of the Debtor in any and all property (the "Property") which is both:

(i) now or hereafter attached to or installed or located in the premises subject to the Deed of Trust and Security Agreement by United Stationers Supply Co., an Illinois corporation, dated as of December 1, 1984 (the "Deed of Trust"), which premises are described in detail on Exhibit B hereto, and

(ii) encompassed by the following description:

Only to the extent purchased or refinanced with Bond proceeds, any and all of the following property, if any:

(a) fixtures, fittings materials, appliances, apparatus, equipment, machinery, furniture and furnishings, decorations, chattels and articles of personal property of every kind, nature, and description, including but not limited to, replacements thereof, now or hereafter attached to, installed or located in, or which the Grantor now or hereafter owns or now or hereafter uses in connection with, the Land, as improved or to be improved, and

(b) without limiting the generality of the foregoing, also all building materials, floor coverings, lighting, flood lighting, heating, ventilating, air conditioning, plumbing fixtures and equipment and systems, water and power systems and equipment, burglar alarms and security systems, engines, boilers, motors, machinery, ranges, furnaces, oil burners or units, sprinkling and other fire prevention or extinguishing apparatus and equipment, communication systems, dynamos, transformers, gas and electrical equipment, incinerating systems and equipment and maintenance equipment, storm and screen windows and doors, awnings, screens, shrubbery, plants, and shades, storm sashes located on, installed in, attached to, or used in connection with, the premises subject to this Financing Statement.

(b) The interest of the Debtor in any and all rights of way, riparian rights, real property licenses, easements, tenements, hereditaments, appurtenances and accessions now or hereafter attached to or located on the premises subject to the Deed of Trust which premises are described in detail on Exhibit B hereto.

(c) 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 Property or any part thereof under the power of eminent domain, either temporarily or permanently, and (ii) any change or alteration of the grade of any street.

(d) The interest of the Debtor, except for insurance proceeds, in any other injury or damage to or decrease in value of the Property or part thereof.

(e) Only to the extent of claims in excess of \$1,000,000 each, the interest of the Debtor in any and all payments, proceeds, 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 Property or any portion thereof.

(f) The interest of the Debtor in all of the rents, royalties, issues, profits, revenues, income and other benefits of the Property, or arising solely from the use or enjoyment of all or any portion thereof, or from any lease, franchise, contract right, right of action, general intangible or agreement pertaining thereto and right, title and interest of the Debtor in and to, and any remedies under, any and all leases and subleases of the Property, or any part thereof, both now in existence or hereafter entered into and (only with respect to the use of the Property and not the Debtor's business operations generally) all contract rights, accounts receivable, and general intangibles growing out of or in connection with such lease 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.

(g) The interest of the Debtor in all sums on deposit from time to time in the Project Fund and the Bond Fund as those terms are described in the Loan and Security Agreement dated as of December 1, 1984 between Anne Arundel County, Maryland and United Stationers Supply Co., an Illinois corporation.

EXHIBIT BDESCRIPTION OF LAND

Description of Lot 14
 Block 'K', Parcel 'A'
 Baltimore Commons Business Park
 Containing 12.910 Acres of Land more or less

Beginning for the same on the northernmost side of Charwood Road, 80 feet wide, at the point designated 8 as shown on the plat entitled "Block 'I', Parcel 'A', Baltimore Commons Business Park" dated February 9, 1981, recorded among the Plat Records of Anne Arundel County, Maryland as Plat No. 4140, in Book 79, Page 15; said point of beginning also being identified as 13 as shown on the plat entitled "Block 'K', Parcel 'A', Baltimore Commons Business Park" dated June 20, 1984, recorded or intended to be recorded among the Plat Records of Anne Arundel County, Maryland; thence from said point of beginning binding on the northernmost side of said Charwood Road, the two following lines: (1) South 74° 57' 02" West 5.26 feet and, (2) westerly by a curve to the right having a radius of 530.00 feet for the distance of 96.00 feet said curve being subtended by a chord bearing South 80° 08' 23" West 95.87 feet, thence leaving said Road, binding on the outlines of Lot 14 (Block 'K', Parcel 'A') as shown on the second herein mentioned Plat, the ten following lines: (3) North 13° 01' 18" West 703.82 feet (4) North 74° 57' 02" East 570.50 feet, (5) South 87° 25' 24" East 210.86 feet, (6) South 02° 34' 36" West 370.00 feet, (7) southerly by a curve to the left having a radius of 562.75 feet for the distance of 173.12 feet said curve being subtended by a chord bearing South 6° 14' 11" East 172.44 feet, (8) South 15° 02' 58" East 245.12 feet to the center line of a Drainage Easement of variable width between 60 and 50 feet thence binding on said center line, (9) South 74° 57' 02" West 440.00 feet to intersect the easternmost side of Candlewood Road, 80 feet wide, as shown on both of the herein mentioned Plats, thence binding on said side of Candlewood Road, (10) North 20° 45' 36" West 45.22 feet to the northernmost side of the aforementioned Charwood Road, thence binding thereon the two following lines: (11) South 74° 57' 02" West 65.50 feet and (12) South 69° 14' 24" West 50.25 feet to the place of beginning.

Containing 12.910 Acres of Land more or less.

Subject to the following:

- 1) A 30 Foot Minimum Building Restriction Line adjacent to Candlewood and Charwood Roads
- 2) One-half of the Drainage Easement, of variable width between 60 and 50 feet in width
- 3) A 30 Foot Rail Easement, the center line of which is parallel to and 45 Feet West of the sixth herein mentioned line, variable distance west of the seventh

herein mentioned line and 40 Feet West of the eighth herein mentioned line and as shown on the second herein mentioned Plat entitled "Block 'K', Parcel 'A', Baltimore Commons Business Park".

Being part of the land described in a deed dated December 30, 1980 between Aetna Diversified Properties, Inc. and Botaba Realty Company and recorded among the Land Records of Anne Arundel County, Maryland in Liber W.G.L. 3376 folio 875; and being all of Block 'K', Parcel 'A' as shown on the plat entitled "Block 'K', Parcel 'A', Baltimore Commons Business Park" dated June 20, 1984, recorded or intended to be recorded among the Plat Records of Anne Arundel County, Maryland.

AND BEING THE SAME parcel of land known as Block "K" Parcel "A" as shown on a plat recorded among the Land Records of Anne Arundel County, Maryland, on October 23, 1984, as Plat No. 4931, Book No. 95, Page No. 6.

TO BE RECORDED IN THE FINANCING STATEMENT RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION AND IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

- 1. Debtor: ANNE ARUNDEL COUNTY, MARYLAND
Address: Arundel Center, Calvert & Northwest Streets, Annapolis, Maryland 21401
Attention: Director of Administration
- 2. Secured Party: MARINE BANK, as Trustee
Address: 901 State Street, Erie, Pennsylvania 16553,
Attention: Manager, Corporate Trust Department
- 3. This Financing Statement covers the assignment by the Debtor to the Secured Party of the property listed on Exhibit A hereto.
- 4. Proceeds and products of the collateral described in paragraph 3 above are covered by this Financing Statement.

The Debtor has made the assignment of the above mentioned collateral pursuant to Resolution No. 38-84 of the County Council of Anne Arundel County, Maryland, approved by the County Executive on June 11, 1984, to secure payment of the principal of, and interest on, the Debtor's \$8,000,000 Anne Arundel County, Maryland Industrial Development Revenue Bonds (United Stationers Supply Co. Project), 1984 Series, which bonds do not constitute an indebtedness or charge against the general credit and taxing powers of the Debtor, and do not constitute or give rise to any pecuniary liability of the Debtor.

Debtor:
ANNE ARUNDEL COUNTY, MARYLAND

Secured Party:
MARINE BANK, as Trustee

By  (SEAL)
O. James Lighthizer
County Executive

By 
Charles D. Harris,
Vice President

RECORD FEE 25.00

POSTAGE .50
#17871 6055 302 112:35
DEC 27 84

RECEIVED FOR RECORD
CLERK
1984 DEC 27 PM 12:40
E. AUBREY COLLISON

250
21

To The Filing Officer: After this statement has been recorded,
please mail the same to:

Edward L. Wender, Esquire
1800 Mercantile Bank and Trust Bldg.
2 Hopkins Plaza
Baltimore, Maryland 21201

Mailed to: _____

EXHIBIT A

(a) All of the Debtor's right, title and interest in and to and remedies under, including all moneys payable by the Borrower to the Debtor pursuant to, the Loan and Security Agreement dated as of December 1, 1984 between the Debtor and United Stationers Supply Co., an Illinois corporation (the "Borrower"), together with any and all modifications, alterations, amendments and supplements thereto (the "Loan Agreement"), including without limitation any and all security referred to therein, excepting only the right of the Debtor to indemnification by the Borrower and to payments to the Debtor for expenses incurred by the Debtor itself.

(b) All of the Debtor's right, title and interest in and to and remedies under, including all moneys payable by the Borrower to the Debtor pursuant to, a Note dated December 1, 1984 evidencing the loan made pursuant to the Loan Agreement (the "Note"), that certain Conditional Assignment of Rents dated as of December 1, 1984 further securing the payment of the Note and the obligations under the Loan Agreement and the Deed of Trust and Security Agreement (hereinafter defined), that certain Guarantee and Indemnification Agreement by United Stationers Inc., a Delaware corporation and parent corporation to the Borrower, dated as of December 1, 1984 (the "Guaranty"), and such other documents, including (without limitation) mortgages, deeds of trust, guarantees, and security agreements securing or relating to the Loan or the Bonds, and all other revenues of the Debtor attributable to the financing of a one-story (plus mezzanine) office and warehouse building of masonry and metal construction located at 7441 Candlewood Road, Harmans, Maryland, in the Baltimore Commons Business Park in Anne Arundel County (the "Project"), including (without limitation) any moneys realized from the sale of any security for the loan evidenced and secured by the Loan Agreement or the Guaranty; excluding, however, amounts paid by the Borrower to the Debtor, or for the account of the Debtor, to pay for, or reimburse the Debtor for, any expenses incurred by or on behalf of the Debtor in connection with the financing of the Project, or for the purpose of indemnifying the Debtor under the terms and provisions of the Loan Agreement.

(c) All of the Debtor's right, title and interest in and to and remedies under the Deed of Trust and Security Agreement dated as of December 1, 1984 by the Borrower, covering certain property located in Anne Arundel County, Maryland described on Exhibit B hereto, which Deed of Trust and Security Agreement is recorded, or intended to be recorded, among the Land Records of Anne Arundel County, Maryland, together with any and all modifications, alterations, amendments and supplements thereto.

(d) All of the Debtor's right, title and interest in all moneys on deposit in the Project Fund and the Bond Fund, as those terms are described in the Loan Agreement.

(e) All right, title and interest in and to and remedies with respect to any and all other property of every description and nature from time to time hereafter by delivery or by writing of any kind conveyed, pledged, assigned or transferred, as or for additional security hereunder, by the Debtor or by anyone on its behalf or with its written consent, to the Secured Party.

EXHIBIT BDESCRIPTION OF LAND

Description of Lot 14
 Block 'K', Parcel 'A'
 Baltimore Commons Business Park
 Containing 12.910 Acres of Land more or less

Beginning for the same on the northernmost side of Charwood Road, 80 feet wide, at the point designated 8 as shown on the plat entitled "Block 'I', Parcel 'A', Baltimore Commons Business Park" dated February 9, 1981, recorded among the Plat Records of Anne Arundel County, Maryland as Plat No. 4140, in Book 79, Page 15; said point of beginning also being identified as 13 as shown on the plat entitled "Block 'K', Parcel 'A', Baltimore Commons Business Park" dated June 20, 1984, recorded or intended to be recorded among the Plat Records of Anne Arundel County, Maryland; thence from said point of beginning binding on the northernmost side of said Charwood Road, the two following lines: (1) South 74° 57' 02" West 5.26 feet and, (2) westerly by a curve to the right having a radius of 530.00 feet for the distance of 96.00 feet said curve being subtended by a chord bearing South 80° 08' 23" West 95.87 feet, thence leaving said Road, binding on the outlines of Lot 14 (Block 'K', Parcel 'A') as shown on the second herein mentioned Plat, the ten following lines: (3) North 13° 01' 18" West 703.82 feet (4) North 74° 57' 02" East 570.50 feet, (5) South 87° 25' 24" East 210.86 feet, (6) South 02° 34' 36" West 370.00 feet, (7) southerly by a curve to the left having a radius of 562.75 feet for the distance of 173.12 feet said curve being subtended by a chord bearing South 6° 14' 11" East 172.44 feet, (8) South 15° 02' 58" East 245.12 feet to the center line of a Drainage Easement of variable width between 60 and 50 feet thence binding on said center line, (9) South 74° 57' 02" West 440.00 feet to intersect the easternmost side of Candlewood Road, 80 feet wide, as shown on both of the herein mentioned Plats, thence binding on said side of Candlewood Road, (10) North 20° 45' 36" West 45.22 feet to the northernmost side of the aforementioned Charwood Road, thence binding thereon the two following lines: (11) South 74° 57' 02" West 65.50 feet and (12) South 69° 14' 24" West 50.25 feet to the place of beginning.

Containing 12.910 Acres of Land more or less.

Subject to the following:

- 1) A 30 Foot Minimum Building Restriction Line adjacent to Candlewood and Charwood Roads
- 2) One-half of the Drainage Easement, of variable width between 60 and 50 feet in width
- 3) A 30 Foot Rail Easement, the center line of which is parallel to and 45 Feet West of the sixth herein

mentioned line, variable distance west of the seventh herein mentioned line and 40 Feet West of the eighth herein mentioned line and as shown on the second herein mentioned Plat entitled "Block 'K', Parcel 'A', Baltimore Commons Business Park".

Being part of the land described in a deed dated December 30, 1980 between Aetna Diversified Properties, Inc. and Botaba Realty Company and recorded among the Land Records of Anne Arundel County, Maryland in Liber W.G.L. 3376 folio 875; and being all of Block 'K', Parcel 'A' as shown on the plat entitled "Block 'K', Parcel 'A', Baltimore Commons Business Park" dated June 20, 1984, recorded or intended to be recorded among the Plat Records of Anne Arundel County, Maryland.

AND BEING THE SAME parcel of land known as Block "K" Parcel "A" as shown on a plat recorded among the Land Records of Anne Arundel County, Maryland, on October 23, 1984, as Plat No. 4931, Book No. 95, Page No. 6.

[TO BE RECORDED AMONG THE
CHATTEL RECORDS OF ANNE
ARUNDEL COUNTY, MARYLAND]

NOT SUBJECT TO
RECORDATION TAX

FINANCING STATEMENT

RECORDED

1. Debtor: Old Mill Associates Joint Venture
 Address: c/o MIE Development Co.
 6665 Security Boulevard
 Baltimore, Maryland 21207
 Attention: Mr. Stephen J. Hartman, General Partner
2. Secured Party: Anne Arundel County, Maryland
 Address: Arundel Center
 44 Calvert Street
 Annapolis, Maryland 21404
 Attention: Director of Administration
3. Assignee: Equitable Bank, National Association
 Address: 100 South Charles Street, Fifth Floor
 Baltimore, Maryland 21202
 Attention: Real Estate Finance Department
4. This Financing Statement covers the property described in Exhibit A attached hereto and herein incorporated.
5. The proceeds and products of the property described in Paragraph 4. above are covered by this Financing Statement.
6. Portions of the property described in Exhibit A are or may be fixtures and are located at, or may be affixed to, real estate and improvements described in Exhibit B attached hereto and herein incorporated.

RECORDING FEE 26.00
POSTAGE 50
RECORDED 11/24/87
DEC 27 87

RECEIVED FOR RECORD
CIRCUIT COURT, A. RECORD
1987 DEC 27 PM 12:48
KP

260
②

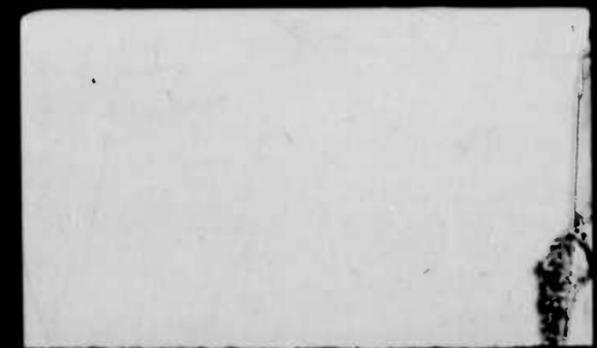


EXHIBIT A TO THREE-PARTY FINANCING STATEMENT

(a) The interest of the Debtor in any and all fixtures, fittings, materials, appliances, apparatus, equipment, machinery, furniture and furnishings, decorations, chattels, and articles of personal property of every kind, nature, and description, including, but not limited to, replacements thereof, now or hereafter attached to or installed or located in the premises subject to the Deed of Trust and Security Agreement by the Debtor dated December 24, 1984 (hereinafter called the "Deed of Trust"), which premises are described in detail on Exhibit B hereto, (said premises are hereinafter called the "Premises"), or which the Debtor now or hereafter owns or now or hereafter uses in connection with said Premises, as improved or to be improved, and, without limiting the generality of the foregoing, also all building materials, floor coverings, lighting, flood lighting, heating, ventilating, air conditioning, plumbing fixtures and equipment and systems, water and power systems and equipment, burglar alarms and security systems, engines, boilers, motors, machinery, ranges, furnaces, oil burners or units, sprinkling and other fire prevention or extinguishing apparatus and equipment, incinerating equipment and systems and maintenance equipment, communication systems, dynamos, transformers, gas and electrical equipment, storm and screen windows and doors, awnings, screens, shrubbery, plants, shades, and storm sashes, and other similar property located on, installed in, attached to, or used in connection with, the Premises subject to the Deed of Trust, and all alterations, additions, accessions, and improvements thereto.

Unless specifically designated otherwise, the Premises and all other items and property described in the preceding paragraph, together with all alterations, additions, accessions and improvements thereto, substitutions therefore and renewals and replacements thereof, shall be herein referred to collectively as the "Property."

(b) The interest of the Debtor in any and all rights of way, riparian rights, licenses, easements, tenements, hereditaments, appurtenances, and accessions now or hereafter attached to or located on the Premises subject to the Deed of Trust, which Premises are described in detail on Exhibit B hereto.

(c) The interest of the Debtor in any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds,

- 2 -

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 Premises 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 Premises or any part thereof (all the foregoing being hereinafter sometimes referred to collectively as the "Condemnation Award," or singularly, a "Condemnation Award").

(d) The interest of the Debtor in any and all payments, proceeds, 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 Premises or any portion thereof.

(e) The interest of the Debtor in all of the rents, royalties, issues, profits, revenues, income, and other benefits of the Property, or arising from the use or enjoyment of all or any portion thereof, or from any lease, franchise, contract right, right of action, general intangible or agreement pertaining thereto, and right, title and interest of the Debtor in and to, and any remedies under, any and all leases and subleases of the Premises, or any part thereof, both now in existence or hereafter entered into, and all contract rights, accounts receivable, and general intangibles growing out of or in connection with such lease 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.

(f) The interest of the Debtor in all sums on deposit from time to time in the "Project Fund" as that term is defined in that certain Loan and Security Agreement made by and between the Secured Party and the Debtor, dated as of December 24, 1984.

EXHIBIT B

DESCRIPTION OF REAL PROPERTY

All that lot or parcel of land lying, being and situate in Anne Arundel County, Maryland, and more particularly described as follows:

BEGINNING FOR THE SAME at a point on the Southerly right of way line of Old Mill Road as shown on Anne Arundel County, Maryland right of way Plat Number 7 of 19 entitled Old Mill Road from Maryland Route 3 to Oakwood Road Extension, said point being at the beginning of the fifth or South 17 degrees 29 minutes 23 seconds East 267.38 foot line of that parcel of land which by deed dated January 7, 1977 and recorded among the Land Records of Anne Arundel County, Maryland in Liber WGL 2927, folio 779 was granted and conveyed by The Krystal Company to MCC Group thence leaving said line and running with and binding on the Southerly right of way line of said Old Mill Road the following two (2) courses and distances viz:

1. 139.17 feet along the arc of a curve to the right having a radius of 914.93 feet and a chord of North 80 degrees 45 minutes 02 seconds East 139.03 feet, and

2. North 85 degrees 06 minutes 29 seconds East 295.22 feet to a point where the first line or North 03 degrees 11 minutes 30 seconds East 302.54 foot line of that parcel of land which by deed dated March 4, 1977 and recorded among the Land Records of Anne Arundel County, Maryland in Liber WGL 2939 at folio 203 was granted and conveyed by James M. Dean to James M. Dean and Maria E. Dean, his wife, intersects the Southerly right of way line of the aforementioned Old Mill Road, thence running reversely with and binding on said first line,

3. South 05 degrees 55 minutes 40 seconds East 302.86 feet to a pipe found at the beginning of said line, thence running reversely with and binding on part of the Second or South 85 degrees 40 minutes East 661.63 foot line of that parcel of land which by deed dated February 3, 1977 and recorded among the Land Records of Anne Arundel County, Maryland in Liber WGL 2601 at folio 317 was granted and conveyed by Alfred R. Stinchomb to George H. Ritter and also running reversely with and binding on all of the Fourth or North 85 degrees 43 minutes 40 seconds East 431.44 foot line of that parcel of land which by deed dated August, 1976 and recorded among the Land Records of Anne Arundel County, Maryland in Liber WGL 2889 at folio 836 was granted and conveyed by George H. Ritter to John W. Ritter and Marie E. Ritter, his wife,

4. South 85 degrees 46 minutes 40 seconds West 435.42 feet to a point on and distant South 59 degrees 30 minutes 36 seconds West 60.37 feet from a pipe found at the beginning of the Sixth line of that parcel of land described in the deed firstly mentioned above thence running reversely with and binding on part of said Sixth line and all of the Fifth line of the parcel of land described in the deed firstly mentioned above the following two (2) courses and distances viz:

5. North 59 degrees 30 minutes 36 seconds East 60.37 feet to a pipe found and,

6. North 17 degrees 29 minutes 51 seconds West 267.52 feet to the place of beginning. CONTAINING 2.804 acres of land, more or less.

[TO BE RECORDED AMONG THE
CHattel RECORDS OF
ANNE ARUNDEL COUNTY,
MARYLAND]

NOT SUBJECT TO
RECORDATION TAX

BOOK - 481 PAGE 69

FINANCING STATEMENT

255020

1. Debtor: Anne Arundel County, Maryland
Address: 44 Calvert Street
Arundel Center
Annapolis, Maryland 21404
Attention: Director of Administration
2. Secured Party: Equitable Bank, National Association
Address: 100 South Charles Street
5th Floor
Baltimore, Maryland 21202
Attention: Real Estate Finance Department
3. This Financing Statement covers the assignment by the Debtor to the Secured Party of the property listed on Exhibit A attached hereto and herein incorporated.
4. The proceeds and products of the property described in Paragraph 3. above are covered by this Financing Statement.

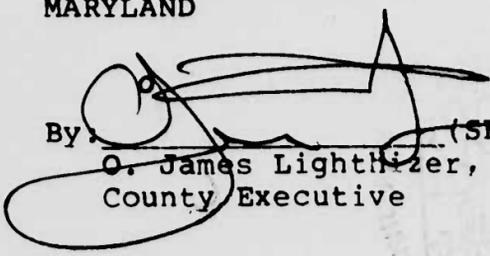
The Debtor has made the assignment of the above mentioned collateral pursuant to Resolution No. 111-84 of the County Council of Anne Arundel County, Maryland, approved by the County Executive on November 21, 1984, to secure payment of the principal of, and interest on, the Debtor's \$450,000.00 Anne Arundel County, Maryland Economic Development Revenue Bonds (Old Mill Associates Joint Venture Facility), 1984 Series, which bond does not constitute an indebtedness or charge against the general credit and taxing powers of the Debtor, and does not constitute or give rise to any pecuniary liability of the Debtor.

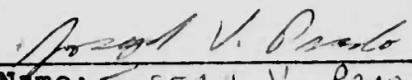
Debtor:

Secured Party:

ANNE ARUNDEL COUNTY,
MARYLAND

EQUITABLE BANK, NATIONAL ASSOCIATION

By:  (SEAL)
O. James Lighthizer,
County Executive

By:  (SEAL)
Name: JOSEPH V. PRADO
Title: VICE PRESIDENT

1700/50

RECORD FEE 17.00
POSTAGE 0.00
TOTAL 17.00
DEC 27 1984

1984 DEC 27 PM 12:48
ANNE ARUNDEL COUNTY
RECORDS & CLERK

BOOK -481 PAGE 70

To The Filing Officer: After this statement has been recorded, please mail the same to:

Lawrence O. Snead, III, Esquire
Dow, Lohnes & Albertson
5th Floor
1255 Twenty-third Street, N.W.
Washington, D.C. 20037

Mailed to: _____

EXHIBIT A

(a) All of the Debtor's right, title, and interest in and to, and remedies under, including, but not limited to, all moneys payable by the Borrower to the Debtor pursuant to, that certain Loan and Security Agreement, dated as of December 24, 1984, between the Debtor and Old Mill Associates Joint Venture, a Maryland general partnership (the "Borrower"), together with any and all modifications, alterations, amendments, and supplements thereto (hereinafter called the "Loan Agreement"), including, but not limited to, any and all security referred to therein, excepting only the right of the Debtor to indemnification by the Borrower and to payments to or for the account of the Debtor for expenses incurred by the Debtor itself.

(b) All of the Debtor's right, title, and interest in and to, and remedies under, including, but not limited to, all moneys payable by the Borrower to the Debtor pursuant to, that certain Note of the Debtor dated December 24, 1984 evidencing the loan made pursuant to the Loan Agreement (hereinafter called the "Note"), that certain Deed of Trust and Security Agreement, dated December 24, 1984 further securing the payment of the Note and the obligations under the Loan Agreement, that certain Guaranty Agreement by Edward A. St. John and Ernest J. Litty, Jr. (collectively, the "Guarantors"), dated December 24, 1984 (the "Guaranty Agreement"), and such other documents, including, but not limited to, mortgages, deeds of trust, guarantees, and security agreements securing or relating to the Loan or the bonds, and all other revenues of the Debtor attributable to the financing of a certain facility located at 657-699A Old Mill Road, in Anne Arundel County, Maryland (the "Facility"), including, but not limited to, any moneys realized from the sale of any security for the Loan evidenced or secured by the Loan Agreement or the Guaranty Agreement; excluding, however, amounts paid by the Borrower to the Debtor, or for the account of the Debtor, to pay for, or reimburse the Debtor for, any expenses incurred by or on behalf of the Debtor in connection with the financing of the Facility, or for the purpose of indemnifying the Debtor under the terms and provisions of the Loan Agreement.

(c) All of the Debtor's right, title, and interest in all moneys on deposit in the "Project Fund," as that term is defined in the Loan Agreement.

(d) All of the Debtor's right, title, and interest in and to, and remedies with respect to, any and all other property of every description and nature from time to time hereafter by delivery or by writing of any kind conveyed, pledged, assigned, or transferred, as or for additional security hereunder, by the Debtor or by anyone or its behalf or with its written consent, to the Secured Party, which is hereby authorized to receive any and all such property, and at any and all times to hold and apply the same subject to the terms hereof.

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 801-7 Ed. 1/69

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. 250647 recorded in
Liber 470, Folio 28 on 1-26-84 (Date).

1984 DEC 27 PM 2:15
E. AUBREY COLLISON
CLERK

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1. DEBTOR(S):
Name(s) Parts for Imported Cars, Inc.
Address(es) 33 Lee Street Annapolis, Md. 21401

2. SECURED PARTY:
Name Maryland National Bank
Address 1713 West Street Annapolis, Md. 21401

Attn: Bonnie Michaels
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

Maureen Konschnik
By Maureen Konschnik
Commercial Banking Officer

(Type, Name and Title)

RECORD FEE 10.00
POSTAGE .50
DEC 27 1984

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.

Mailed to Secured Party

A.A. Co.

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 801-7 Ed. 1/79

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. 252646 recorded in
Liber 474, Folio 579 on _____ (Date).

1. DEBTOR(S):

Name(s) Parts for Imported Cars, Inc.
Address(es) 33 Lee Street Annapolis, Md. 21401

2. SECURED PARTY:

Name Maryland National Bank
Address 1713 West Street Annapolis, Md. 21401

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

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

- CONTINUATION. The original Financing Statement referred to above is still effective.
- TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 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.
- AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 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, A.A. COUNTY
1984 DEC 27 PM 2:15
E. AUBREY COLLISON
CLERK

9. SIGNATURES.

SECURED PARTY

Maureen Konschnik
By Maureen Konschnik
Commercial Banking Officer
(Type, Name and Title)

RECORD FEE 10.00
POSTAGE .50
OFFICE (207) 442-1142
DEC 27 84

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.

Mailed to Secured Party

A.A. County



MARYLAND NATIONAL BANK

We want you to grow.™

MEMBER FDIC

RECEIVED FOR RECORD
CIRCUIT COURT IN ANNE ARUNDEL COUNTY

1984 DEC 27 PM 2:15

E. AUBREY COLLISON
CLERK

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) Baltimore Beauty & Barber Supply, Inc Address(es) 102-3 & 120 Langley Road
Glen Burnie, Maryland 21061

6. Secured Party Maryland National Bank Address 1713 West Street
Annapolis, Maryland 21401
Attention: Vickie Johnson

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.

Baltimore Beauty & Barber Supply, Inc.

Joseph S. Culotta (Seal)
Joseph S. Culotta, Pres

J. Paul Culotta (Seal)
J. Paul Culotta, Sec. Treas.

(Seal)

Secured Party
Maryland National Bank

M. Faye Hughes (Seal)

M. Faye Hughes, Branch Officer
Type name and title

RECORD FEE 11.00
POSTAGE 50
TOTAL FEE 11.50
DEC 27 1984

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

115

maryland national bank

FINANCING STATEMENT

RECEIVED FOR RECORD
CIRCUIT COURT - ANNE ARUNDEL COUNTY
1984 DEC 27 PM 2:15
E. AUBREY COLLISON
CLERK

- 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) Anita Smith and Associates Address(es) P.O. Box 28627
Baltimore, Md. 21240
307 Williams Rd. , Glen Burnie, Md. 21061

6 Secured Party Maryland National Bank Address Scott Rd. & Elm Dr.
Baltimore, Md. 21240
Attention: B. Williams

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

Anita Smith and Associates
Anita Smith (Seal) Proprietor
____ (Seal)
____ (Seal)
____ (Seal)

Secured Party
Maryland National Bank
Bonnie L. Williams (Seal)
Bonnie L. Williams, Asst. 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.

Mailed to Secured Party

11-2

SCHEDULE A

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THIS SCHEDULE A is attached to and made a part of a

~~Financing Statement~~

- 1 Wyse Terminal S/N 0063529 with Slave Board and Connectors
- 1 Used Minolta 530-R S/N 16134513 Photo copier with docu-feed S/N 160544 with 10 Bin Type G Sorter S/N 8784

Software accounting package.

Auto Index

TO BE RECORDED

BOOK - 481 PAGE 78

255010

1. State Department of Assessments and Taxation
2. Land Records of Anne Arundel County
3. Chattel Records of Anne Arundel County

FINANCING STATEMENT

1. Debtor: ARUNDEL PROPERTY INVESTORS LIMITED PARTNERSHIP
c/o William A. Scully, Meadows Management Corp.
235 Moore Street, Hackensack, New Jersey 07601

2. Secured Parties: MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY
1295 State Street, Springfield, Massachusetts 01111

RUSSELL R. RENO, JR., ESQ., TRUSTEE
M. LUCINDA MOTSKO, ESQ., TRUSTEE
Venable, Baetjer and Howard
1800 Mercantile Bank & Trust Building
2 Hopkins Plaza
Baltimore, Maryland 21201

3. This Financing Statement covers the types of property more particularly described in Schedule 1.

4. Certain of the above described personal property is to be affixed to real property, which real property is described on Exhibit A to Schedule 1.

5. Proceeds of collateral are covered.

6. Products of collateral are covered.

RECORD FEE 02-00
POSTAGE 50
ATTORNEY FEE 114137
180 07 84

ARUNDEL PROPERTY INVESTORS LIMITED PARTNERSHIP, Maker

By: Churchville Equities Limited Partnership, a Maryland Limited Partnership, General Partner

By: _____ (SEAL)
General Partner

By: Outlet Center Associates Limited Partnership, a New Jersey Limited Partnership, General Partner

By: Meadows Management Corporation, General Partner

By: _____ (SEAL)
William Scully, President

To the Filing Officer: After this statement has been recorded, please mail same to: Russell R. Reno, Jr., Esq., Trustee and M. Lucinda Motsko, Esq., Trustee, 1800 Mercantile Bank and Trust Building, 2 Hopkins Plaza, Baltimore, Maryland 21201

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1984 DEC 27 PM 2:45

E. AUBREY COLLISON
CLERK

5200
50

3

SCHEDULE 1

This Financing Statement covers the following types and items of property:

1. All of the machines, apparatus, equipment, fixtures and articles of personal property now or hereafter located on those certain parcels of real estate situate in Anne Arundel County, State of Maryland, more particularly described in Exhibit A hereto or in any improvements thereon (the "Real Property") (not including fixtures or personal property owned by any lessee under any lease or sublease of any part of the Real Property), including without limitation, the property set forth on Exhibit B attached as a part hereof, and all of the right, title and interest of the Debtor in and to any of such property which may be subject to any title retention or security agreement or interest having priority over the Security Agreement created by the Third Modification of Consolidated Deed of Trust dated of even date herewith from Debtor as grantor to Russell R. Reno, Jr. and M. Lucinda Motsko as Trustees which is intended to be recorded in the Land Records of Anne Arundel County. (All of the above-mentioned personal property and Real Property is hereafter referred to as the "Property.")

2. (a) All accounts, accounts receivable, contract rights and general intangibles in respect of or growing out of any and all leases and/or subleases executed by the Debtor, as lessor, for all or any part of the Real Property (the "Leases"), together with all rents, royalties, issues, profits, proceeds, earnings, products, revenues and income generated by or arising

from the use of or enjoyment of the Real Property or from any lease and/or sublease pertaining thereto, whether, in existence on the date hereof or hereafter created, including without limitation, all cash or security deposits to secure performance by any lessee, sublessee or assignee (whether such cash or securities are to be held until the expiration of the term of leases, subleases or assignments of 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); (b) all of the Leases; (c) all of the estate, rights, title, use, claim and demand of every nature whatsoever, at law or in equity, which the Debtor may now have or may hereafter acquire in and to the Property; (d) all right, title and interest of the Debtor in and to all extensions, betterments, renewals, substitutions and replacements of, and all additions and appurtenances to, the Property, hereafter acquired by or released to the Debtor, or constructed, assembled or placed by or for the Debtor on the Property, and all in conversion of the security constituted thereby; and (e) all rights, elections and options which the Debtor has pursuant to the Lease Agreement dated November 23, 1970, from Louis J. Pumphrey, Jr., et al., as lessors to Commercial and Industrial Properties, Inc. as the original lessee (the "Ground Lease"), a Memorandum of which is recorded among the Land Records of Anne Arundel County in Liber No. 2577, page 174, as the same has been heretofore modified by Addendum dated February 26, 1973, and Second Addendum dated of even date herewith which is intended to be recorded in the Land

Records of Anne Arundel County, including the purchase option rights contained in paragraph 4 of the Ground Lease.

3. All insurance policies and insurance proceeds pertaining to the Property and all awards or payments, including interest thereon and the right to receive the same, which may be made with respect to any of the Property as a result of any condemnation or sale in lieu of condemnation or threat thereof or any injury to or decrease in the value of the Property.

EVANS, HAGAN & HOLDEFER, INC.**ENGINEERS, LAND PLANNERS & SURVEYORS**

8013 BELAIR ROAD / BALTIMORE, MD. 21236 (301) 668-1501

May 1, 1984

BALTIMORE
 —
 J. CARROLL HAGAN, L.S.
 GEORGE W. HOLDEFER, P.E.
 MICHAEL T. MAQUINE, P.L.S.
 JIM MAISTE, L.S.
 GERALD P. MARAGOE, P.E., L.S.
 RICHARD L. UMBARGER, P.E.

DESCRIPTION OF PORTION OF
 JUMPERS EQUITIES LIMITED PARTNERSHIP PROPERTY
 3RD ASSESSMENT DISTRICT
 ANNE ARUNDEL COUNTY, MARYLAND
 (PARCEL "A" 27.328 ACRE, MORE OR LESS - LEASEHOLD)

CAMBRIDGE
 —
 L. ALAN EVANS, P.E., L.S.

LAUREL
 —
 RODOLPH L. MAY, JR., P.E.

WESTMINSTER
 —
 RICHARD L. HALL, P.L.S.
 GEORGE McCAVANCE, L.S.

BEGINNING FOR THE SAME on the west side of Jumpers Hole Road as widened to 80 feet at the beginning of the land which by Memorandum of Lease dated February 26, 1973, and recorded among the Land Records of Anne Arundel County, Maryland in Liber W.G.L. No. 2577, folio 174, was leased by Robert L. Pumphrey, et al, to Jumpers Mall Equities Limited Partnership, said place of beginning being situate South 06 degrees 13 minutes 55 seconds West 310.75 feet from the point formed by the intersection of said west side of Jumpers Hole Road with the southwest side of Ritchie Highway (MD Rte. 2), 150 feet wide, thence leaving said place of beginning and running and binding on said west side of Jumpers Hole Road and also binding on the 1st and 2nd lines and on a part of the 3rd line of said lease, referring all courses of this description to the Maryland Coordinate System, the three following courses and distances, viz: (1) South 06 degrees 13 minutes 55 seconds West 409.75 feet, thence (2) by a line curving to the left with a radius of 850.00 feet for a distance of 167.98 feet (the arc of said curve being subtended by a chord bearing South 00 degrees 34 minutes 14 seconds West 167.71 feet) and thence (3) South 05 degrees 05 minutes 28 seconds East 245.59 feet to the end of the 1st line of the land which by deed dated April 23, 1974, and

CAMBRIDGE
 LAUREL
 WESTMINSTER

538 POPLAR STREET
 1052 WEST STREET
 111 JOHN STREET

CAMBRIDGE, MD 21613
 LAUREL, MD 20707
 WESTMINSTER, MD 21157

(301) 226-3350
 (301) 792-6066
 (301) 848-1780

recorded among the Land Records of Anne Arundel County in Liber W.G.L. No. 2683, folio 806, was conveyed by Robert L. Pumphrey, et al, to Anne Arundel County, Maryland, thence leaving the west side of Jumpers Hole Road and running and binding on the north side of Hospital Drive, 80 feet wide, and also binding on the 2nd and 3rd lines of said deed the two following courses and distances, viz: (4) South 39 degrees 54 minutes 32 seconds West 21.21 feet, and thence (5) South 84 degrees 54 minutes 32 seconds West 151.78 feet to intersect the 4th line of the afore-said lease to Jumpers Mall Equities Limited Partnership, and to the northeast right of way line of the Annapolis and Baltimore Short Line Railroad, thence running and binding thereon and also binding on a part of the 4th line and on the 5th line of said lease, the two following courses and distances, viz: (6) northwesterly by a line curving to the right with a radius of 2,832.00 feet for a distance of 372.69 feet to the end thereof (the arc of said curve being subtended by a chord bearing North 37 degrees 46 minutes 46 seconds West 372.41 feet) and thence (7) North 34 degrees 00 minutes 34 seconds West 1,468.39 feet, thence running and binding on the 6th line of said lease (8) North 54 degrees 33 minutes 45 seconds East 832.57 feet to intersect the southwest side of Ritchie Highway, 150 feet wide, and thence running and binding on said southwest side of Ritchie Highway and also binding on the 7th line of said lease (9) South 35 degrees 23 minutes 44 seconds East 263.68 feet to the end of the 1st line of the land which by deed dated February 21, 1972, and recorded among the Land Records of Anne Arundel County in Liber M.S.H. No. 2531, folio 225, was conveyed by Commercial & Industrial Properties, Inc. to Jumpers Mall Equities Limited Partnership, thence leaving said southwest side of Ritchie Highway and running and binding on the 2nd, 3rd and 4th lines of said 2nd hereinmentioned deed and also

binding on the 8th, 9th and 10th lines of aforesaid lease the three following courses and distances, viz: (10) South 54 degrees 36 minutes 16 seconds West 200.00 feet, thence (11) South 35 degrees 23 minutes 44 seconds East 100.00 feet, and thence (12) North 54 degrees 36 minutes 16 seconds East 200.00 feet to the aforesaid southwest side of Ritchie Highway, thence running and binding thereon and also binding on the 11th line of said lease (13) South 35 degrees 23 minutes 44 seconds East 520.00 feet, thence leaving said southwest side of Ritchie Highway and running and binding on the 12th, 13th and 14 lines of said lease the three following courses and distances, viz: (14) South 54 degrees 43 minutes 55 seconds West 167.91 feet, thence (15) South 06 degrees 13 minutes 55 seconds West 305.53 feet, and thence (16) South 83 degrees 46 minutes 05 seconds East 220.00 feet to the place of beginning.

CONTAINING 27.328 acres of land, more or less, being a portion of the land which by Memorandum of Lease dated February 26, 1973, and recorded among the Land Records of Anne Arundel County in Liber W.G.L. No. 2577, folio 174, was leased by Robert L. Pumphrey, et al, to Jumpers Mall Equities Limited Partnership.

EVANS, HAGAN & HOLDEFER, INC.

ENGINEERS, LAND PLANNERS & SURVEYORS

8013 BELAIR ROAD / BALTIMORE, MD. 21236 (301) 668-1501

May 1, 1984

BALTIMORE
 J. CARROLL HAGAN, L.S.
 GEORGE W. HOLDEFER, P.E.
 MICHAEL T. MAQUINE, P.L.S.
 JIM MAISTE, L.S.
 GERALD P. MARAGOS, P.E., L.S.
 RICHARD L. UMBARGER, P.E.

DESCRIPTION OF PORTION OF
 JUMPERS EQUITIES LIMITED PARTNERSHIP PROPERTY
 3RD ASSESSMENT DISTRICT
 ANNE ARUNDEL COUNTY, MARYLAND
 (PARCEL "B" 0.152 ACRE, MORE OR LESS - LEASEHOLD)

CAMBRIDGE
 L. ALAN EVANS, P.E., L.S.

LAUREL
 RODOLPH L. MAY, JR., P.E.

WESTMINSTER
 RICHARD L. HULL, P.L.S.
 GEORGE PICKAVANCE, L.S.

BEGINNING FOR THE SAME on the west side of Jumpers Hole Road as realigned and widened to 80 feet at a point on the 3rd line of the land which by lease dated February 26, 1973, and recorded among the Land Records of Anne Arundel County in Liber W.G.L. No. 2577, folio 174, was leased by Robert L. Pumphrey, et al, to Jumpers Mall Equities Limited Partnership, said place of beginning being situate at the beginning of the land which by deed dated April 23, 1974, and recorded among the Land Records of Anne Arundel County in Liber W.G.L. No. 2683, folio 806, was conveyed by Robert L. Pumphrey, et al, to Anne Arundel County, Maryland, thence leaving said place of beginning and running and binding on said west side of Jumpers Hole Road and also binding on a part of the 3rd line of said lease, referring all courses of this description to the Maryland Coordinate System (1) South 05 degrees 05 minutes 28 seconds East 110.00 feet to the end of said 3rd line, thence leaving the west side of Jumpers Hole Road and running and binding on a part of the 4th line of said lease and also binding on the northeast right of way line of the Annapolis and Baltimore Short Line Railroad (2) northwesterly by a line curving to the right with a radius of 2,832.00 feet for a distance of 163.56 feet (the arc of said curve being subtended by a chord bearing North 45 degrees 14 minutes 37 seconds West 163.54 feet) to the

CAMBRIDGE
 LAUREL
 WESTMINSTER

538 POPLAR STREET
 1052 WEST STREET
 111 JOHN STREET

CAMBRIDGE, MD 21613
 LAUREL, MD 20707
 WESTMINSTER, MD 21157

(301) 228-3350
 (301) 792-6066
 (301) 211-1111

Jumpers Equities Limited Partnership
Parcel "B" 0.152 Acre
May 1, 1984
Page 2

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end of the 4th line of the aforesaid deed to Anne Arundel County, thence leaving the 4th line of aforesaid lease and running and binding on the south side of Hospital Drive, 80 feet wide, and also binding on the 5th and 6th lines of said deed to Anne Arundel County the two following courses and distances, viz: (3) North 84 degrees 54 minutes 32 seconds East 90.45 feet, and thence (4) South 50 degrees 05 minutes 28 seconds East 21.21 feet to the place of beginning.

CONTAINING 0.152 acres of land, more or less, being a portion of the land which by Memorandum of Lease dated February 26, 1973, and recorded among the Land Records of Anne Arundel County in Liber W.G.L. No. 2577, folio 174, was leased by Robert L. Pumphrey, et al, to Jumpers Mall Equities Limited Partnership.



EVANS, HAGAN & HOLDEFER, INC.

ENGINEERS, LAND PLANNERS & SURVEYORS

8013 BELAIR ROAD / BALTIMORE, MD. 21236 (301) 668-1501

May 1, 1984

BALTIMORE
—
J CARROLL HAGAN L.S.
GEORGE W HOLDEFER P.E.
MICHAEL T MAQUINE P.L.S.
JUNI MAISTE L.S.
GERALD P WARGOBS P.E. L.S.
RICHARD L UMBARGER P.E.

DESCRIPTION OF PORTION OF
JUMPERS EQUITIES LIMITED PARTNERSHIP PROPERTY
3RD ASSESSMENT DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND
(PARCEL "C" - 0.459 ACRE, MORE OR LESS)

CAMBRIDGE
—
L ALAN EVANS P.E. L.S.

LAUREL
—
RODOLPH L MAY JR. P.E.

WESTMINSTER
—
RICHARD L HALL P.L.S.
GEORGE MCCLAVANCE L.S.

BEGINNING FOR THE SAME on the southwest side of Ritchie Highway, 150 feet wide, at the beginning of the land which by deed dated September 21, 1972, and recorded among the Land records of Anne Arundel County in Liber M.S.H. No. 2531, folio 225, was conveyed by Commercial & Industrial Properties, Inc. to Jumpers Mall Equities Limited Partnership, said place of beginning being situate North 35 degrees 23 minutes 44 seconds West 661.87 feet measured on said southwest side of Ritchie Highway from the point formed by the intersection of said southwest side of Ritchie Highway with the west side of Jumpers Hole Road as widened to 80 feet, thence leaving said place of beginning and running and binding on said southwest side of Ritchie Highway and on the 1st line of said deed, and referring all courses of this description to the Maryland Coordinate System (1) North 35 degrees 23 minutes 44 seconds West 100.00 feet, thence leaving Ritchie Highway and running and binding on the 2nd, 3rd and 4th lines of said deed the three following courses and distances, viz: (2) South 54 degrees 36 minutes 16 seconds West 200.00 feet, thence (3) South 35 degrees 23 minutes 44 seconds East 100.00 feet, and thence (4) North 54 degrees 36 minutes 16 seconds East 200.00 feet to the place of beginning.

CAMBRIDGE
LAUREL
WESTMINSTER

538 POPLAR STREET
1062 WEST STREET
111 JOHN STREET

CAMBRIDGE, MD 21613
LAUREL, MD 20707
WESTMINSTER, MD 21157

(301) 228-3350
(301) 792-8088
(301) 921-1770

Jumpers Equities Limited Partnership
Parcel "C" 0.459 Acre
May 1, 1984
Page Two

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CONTAINING 0.459 acres of land, more or less, being the same land which by deed dated September 21, 1972, and recorded among the Land Records of Anne Arundel County in Liber M.S.H. No. 2531, folio 225, was conveyed by Commercial & Industrial Properties, Inc. to Jumpers Mall Equities Limited Partnership.

EXHIBIT B

EQUIPMENT OWNED BY JUMPERS EQUITIES
LIMITED PARTNERSHIP

Site Furniture, benches and planters
New seating arrangements: 8 benches, 4 ash trash
10 Planters - 1 large planter - bench
5 old Benches
Eatery: Tables- 40; Chairs- 81
Community Room: Tables- 8; Chairs- 57
Miscellaneous office furniture: Maintenance Office, Community Affairs
Miscellaneous Tools
3 Fiberglass ladders (3'-6'-12')
1 Wooden 12' ladder
5 Rubbermaid trash hoppers
6 snow shovels
2 regular shovels
1 Salt spreader
1 Billy Goat Power Vacuum
1 Papoose Vacuum
2 Commercial type carpet vacuums
19 Ash trash receptacles
1 Floor buffing machine
4 mop buckets with wringers
4 dust mops
6 wet mops
Christmas Decorations
Easter Decorations
1 Handi Striper
2 Dolly Carts
1 Janitor Cart
1 Large movie screen in Community Room
20' Aluminum Ladder
4 Space heaters
1 Pump Filtration System
1 Wheelbarrow
2 Wet Dry Vacs.
5 Rubbermaid Trash Hoppers
4 (30 gal.) Trash receptacles with lids
28 (55 gal.) Trash receptacles with lids

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) The Architectural Products, Inc. 7510 Matevido Road Jessup, MD 20794	2. Secured Party(ies) and address(es) Decision Data Computer Corp. 100 Witmer Road Horsham, PA 19044	3. Maturity (if any): For Filing Office (Date) and Filing Office Number, and Filing Office: RECEIVED FOR FILING RECEIVED FOR FILING CIRCUIT COURT 1984 DEC 29 AM 10:00 E. AUBREY COLLIS CLERK 445-379 5. Assignee(s) of Secured Party and Address(es) RECORD FEE 10.00 877825 0237 102 108140 DEC 28 84
4. This financing statement covers the following types (or items) of property: 3751-11 Display Station (Quantity 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: **Clerk of Annapolis Circuit Court (12/8/84)**

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party hereby acknowledges that it has no claims or security interest in the property described in the financing statement bearing the file number shown above.

Date 12/7 19 84

By: [Signature]
 Decision Data Computer Corporation
 (Signature of Secured Party or Assignee of Record. Not Valid Until Signed.)

Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person filing, as on acknowledgment.

(3) Filing Officer Copy - Acknowledgement

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. \$ _____

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 MAGNUM MASONRY, INC.

Address P. O. Box 1033, Severna Park, Maryland 21146

2. SECURED PARTY

Name VALLEY SUPPLY & EQUIPMENT COMPANY, INC.

Address 108 East Baltimore Street, Funkstown, Maryland 21734

ALSO ASSIGNEE of SECURED PARTY: AMCA INTERNATIONAL FINANCE CORPORATION
P. O. Box 312, Milwaukee, Wisconsin 53201

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) Koehring Model 6034-4, SKYTRAK forklift, S/N 4B0097, equipped with 48" carriage

1984 DEC 28 AM 10:27
E. AUBREY COLLISON
CLERK

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY

RECORDING FEE 11.00
POSTAGE 50
377957 0207 002 110:26
DEC 28 84

Mailed to Secured Party

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)

William A. Horn III Pres
(Signature of Debtor)

MAGNUM MASONRY, INC.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Howard Klein Pres.
(Signature of Secured Party)

VALLEY SUPPLY & EQUIPMENT COMPANY, INC.
Type or Print Above Signature on Above Line

1150

2550 12

BOOK - 481 PAGE 92

FINANCING STATEMENT

TO BE RECORDED AT:
*Quincy Court for Anne Arundel County -
Financing Statement Records*

NOT SUBJECT TO
RECORDATION TAX

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

- 1. NAME AND ADDRESS OF DEBTOR: KENT ISLAND JOINT VENTURE
c/o Sturbridge Homes
2083 West Street
Annapolis, Maryland 21401
- 2. NAME AND ADDRESS OF SECURED PARTY: COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY
County Annex Building
Banjo Lane
Centreville, Maryland 21617
- 3. NAME AND ADDRESS OF ASSIGNEE: THE FIRST NATIONAL BANK OF MARYLAND
P. O. Box 1596
Baltimore, Maryland 21203
Attn: Commercial Real Estate Department

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

(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 Queen Anne's 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,

RECORDED FEE 15.00
STATE FEE .50
TOTAL FEE 15.50
DEC 28 84

18-50

RECEIVED FOR RECORD
COUNTY OF QUEEN ANNE'S COUNTY
1984 DEC 28 AM 11:51
E. AUDREY COLLISON
CLERK

and improvements thereto, substitutions therefor and renewals and replacements thereof (collectively, the "Equipment Collateral"), and all Proceeds (hereinafter defined) thereof. The Real Property is also described in a certain Deed of Trust dated as of December 1, 1984, between the Debtor and Patricia A. Brian and Laura J. Russell, 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, 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.

(e) 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.

(f) The interest of the Debtor in the Escrow Fund created under and defined in the Financing Agreement (hereinafter defined).

(g) The interest of the Debtor in the Development Agreement dated December 27, 1984 between the Debtor and Safeway Stores, Incorporated.

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 under and pursuant to the Loan and Financing Agreement dated as of December 1, 1984 (the "Financing Agreement"), by and among the Secured Party, The First National Bank of Maryland, 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 Queen Anne's County, Maryland Economic Development Revenue Bond (Kent Island Joint Venture Facility), 1984 Series (the "Bond"), which Bond does not constitute an indebtedness or charge against the general credit or taxing powers of the Secured Party, and does not constitute or give rise to any pecuniary liability of the Secured Party.

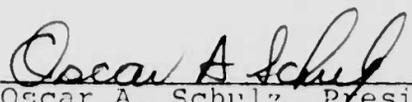
Debtor:

KENT ISLAND JOINT VENTURE

By 
Robert Pascal,
General Partner

Secured Party:

COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY

By 
Oscar A. Schulz, President
of the County Commissioners
of Queen Anne's County

Filing Officer: Return to: John A. Stalfort, Esquire
Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202

BEGINNING for the same at a monument now set to replace a pipe marker for in the deed of Parcel 2 of the property of Isabel Lowery Ewing, and James Franklin Ewing, her husband, dated January 19, 1982, and recorded among the Land Records of Queen Anne's County in Liber 183 at folio 21, thence departing said monument and running with the northerly side of Maryland Route 18, with meridian referred to Maryland State Grid North as now surveyed by Dewberry & Davis,

- (1) North $80^{\circ} 43' 23''$ West, 609.07', to a point, thence,
- (2) North $11^{\circ} 48' 45''$ West, 120.46',
- (3) South $78^{\circ} 58' 27''$ West, 3.48',
- (4) North $14^{\circ} 27' 03''$ West, 143.86',
- (5) South $78^{\circ} 58' 57''$ West, 143.00', to the east side of Maryland Route 552, thence running with Maryland Route 552,
- (6) North $14^{\circ} 43' 14''$ West, 146.09',
- (7) North $40^{\circ} 00' 30''$ East, 65.73', to the south side of U.S. Route 50-301, thence running with said Route 50-301,
- (8) South $84^{\circ} 52' 30''$ East, 1,089.81', thence departing said U.S. Route 50-301 and running with the line common to Lots 1 & 3,
- (9) South $12^{\circ} 40' 38''$ East, 478.90', to the point of beginning.

CONTAINING 3.887 acres - as now surveyed by Dewberry & Davis, Registered Professional Land Surveyors, in July 1984.

SUBJECT to the following easements:

1. Easement to Eastern Shore Public Service Company of Maryland and Chesapeake & Potomac Telephone Company of Maryland as conveyed on September 22, 1961, and recorded in Liber BP62 at folio 406.
2. Easement to Delmarva Power & Light Company by Deed, dated January 13, 1976 and recorded in Liber 100, at folio 646.
3. Revertible slope easement along Maryland Route 552 as shown on State Roads Commission Plat 3498 and conveyed by Deed, recorded in Liber N.E.W.B. at folio 313.
- * 4. Deed of Easement between Fifth Stevenson Properties Corp., a Delaware Corporation and Isabel Lowery Ewing and James Franklin Ewing dated May 18, 1982.

BEING Parcel 2 as described in the Deed, dated January 19, 1982, between Isabel Lowery Ewing and John Claude Lowery to Isabel Lowery Ewing and James Franklin Ewing, which Deed is recorded in the Land Records of Queen Anne's County in Liber 183, folio 21.

Mailed to: Vincent Makleri

To Be Recorded In:

- Financing (Chattel) Records - ^{A A G} ~~Howard County~~, Maryland
- Financing (Chattel) Records - State Department of Assessments and Taxation of Maryland

Not to be recorded in Land Records

Not subject to Recordation Tax
Principal amount of debt secured is:

\$2,500,000.00

The appropriate amount of Recordation Taxes, if any, have been paid in connection with a Deed of Trust recorded or intended to be recorded among the Land Records of the jurisdiction in which the land hereinafter described is located and given as security in connection with the same loan.

FINANCING STATEMENT

- | | |
|--|---|
| 1. Debtor: | Address: |
| CORSON AND GRUMAN COMPANY,
a District of Columbia corporation | 700 "T" Street, N.E.
Washington, D.C. 20018 |
| 2. Secured Party: | Address: |
| THE RIGGS NATIONAL BANK OF WASHINGTON, D.C. | 800 - 17th Street, N.W.
Washington, D.C. 20006 |
| 3. Trustee: | Address: |
| ROBERT E. PICKERAL and JAMES L. TRIMBLE | 800 - 17th Street, N.W.
Washington, D.C. 20006 |

This Financing Statement covers:

All of the Debtor's right, title and 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 hereinafter described whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the premises hereinafter described or any part thereof and used or usable in connection with any present or future operation of said 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 and power equipment,

RECEIVED
CIRCUIT COURT
1984 DEC 28 PM 12:02
E. AUBREY COLLISON
CLERK



1300
30

engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, ducts and compressors, ornaments, tools, rugs, signs, and 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 said premises or appropriated to the use thereof, and whether affixed or annexed or not; and

(b) Any annual crops planted or cultivated by the Debtor or those claiming under the Debtor now or hereafter located upon or about the premises hereinafter described; and

(c) All of the right, title, interest, estate, claim or demand of the Debtor either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, and all sewer taps, permits and allocations, agreements for utilities, bonds, sureties and the like, relating to the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described; and

(d) All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance; and

(e) All leases of the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described and all right, title and interest of the Debtor thereunder including, without limitation, 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 lease or apply to one or more of the installments of rent coming due immediately prior to the expiration of such terms and including, again without limitation, the right to receive and collect the rents thereunder; and

(f) All contracts and other agreements for the sale of the premises hereinafter described now or hereafter entered into by the Debtor and all right, title and interest of the Debtor thereunder including, without limitation, cash or securities deposited thereunder to secure performance by the contract purchasers of their obligations thereunder and including, again without limitation, the right to receive and collect the proceeds thereof; and

(g) All earnings, revenues, rents, issues, profits, avails and other income of and from the hereinafter described premises and the collateral.

(h) 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 of even date given by the Debtor to the Trustee 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 an indebtedness owed by the Debtor to the Secured Party.

6. Proceeds of collateral are covered by this Financing Statement.

7. The collateral hereinabove described, or interest of the Debtor therein, affect, 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 hereinabove referenced.

8. Maturity date of the obligation, if any: 1990

Debtor:

CORSON AND GRUMAN COMPANY, a
District of Columbia corporation

By: James T. Branson
James T. Branson, President
General Partner

Secured Party:

THE RIGGS NATIONAL BANK OF WASHINGTON,
D.C.

By: Mark J. MacDougall
Mark J. MacDougall, Vice
President

"EXHIBIT A"

Lot numbered One (1) in the subdivision known as the "CORMAN PROPERTY" per plat of said subdivision reocrded in Plat Book 93 at plat 4895 among the Land Records for Anne Arundel County, Maryland.

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to:

The Riggs National Bank of Washington, D.C.
800 - 17th Street, N.W.
Washington, D.C. 20006
Attention: Mark J. MacDougall,

Mailed to: ~~Vice President~~

FINANCING STATEMENT

Not subject to recordation tax

1. Name of Debtor(s): Dockside Yacht Sales, Inc.
Address: 326 First Street
Annapolis, Maryland 21403

2. Name of Secured Party: Annapolis Banking & Trust
Address: P.O. Box 311
Annapolis, Maryland 21404

3. Name of Assignee: Annapolis Banking & Trust Co.
Address: Annapolis, Maryland

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1984 DEC 28 PM 2:48
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

- 4. This Financing Statement covers the following types (or items) of property:
All furniture, fixtures, machinery apparatus, fittings and articles of personal property used in the operation of the business whether now owned or hereafter aquired including but not limited to the list on page two of this financing statement.
- 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:

RECORD FEE 17.00
POSTAGE .50
#7849 0277 012 114145
DEC 29 84

Debtor(s):
...Dockside Yacht Sales, Inc.....

Secured Party:
.....Annapolis Banking & Trust Co.....
(Type Name of Dealership)

By: *Lars E. Honan*
Lars E. Honan, President

By: *Pamela J. Coster*
(Authorized Signature)

Pamela J. Coster, Asst. 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.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

13 -
50

MISCELLANEOUS EQUIPMENTYard Equipment

1. Five Jack Stands
2. Three Boarding Ramps
3. Storage Shed - One Battery along with various cleaning supplies, cleaning equipment, portable gas containers, assortment of paint, oil and antifreeze.

Parts and Equipment - Stock

1. One 110% Genoa from Irwin 38
2. Several Boxes of Boat Show Decor and Signs/Easels

Computer Equipment

1. One IBM Personal Computer - Compaq XT
2. One Keyboard, One Display Module, One Disk Storage
3. One NEC Spinwriter 7730 for computer readouts
4. Software: LOTUS, DOS, BASIC, PROFFESIONAL, WORDSTAR

OFFICE EQUIPMENT INVENTORYMAIN OFFICE AREA

1. One Secretarial Desk
2. Five Executive Desks
3. One IBM Correcting Selectric II Typewriter
4. One Ford Answering Machine
5. Two 20-Line Phones
6. Four 10-Line Phones
7. One Portable Cart for Xerox
8. One Xerox 2830 Model Copier
9. One Secretarial Cloth Chair
10. Three Executive Swivel Vinyl Chairs
11. Two Executive Swivel Cloth Chairs
12. One 8x10' Oriental-style Rug
13. One 2x4' Oriental-style Rug
14. One Crate-style Loveseat - Beige
15. One Crate-style Chair - Beige
16. One Crate-style Coffee Table
17. Five Side Arm Chairs - Cloth
18. One Wooden Display Table
19. One Kirby Vacuum Cleaner
20. Two Double-Door Storage Cabinets - Black Metal
21. Two Literature Racks - Black Metal
22. Four Black & White Photographs, Framed
23. One Small End Table -Wood
24. Four Half-Hull Models
25. Two Morgan Line Drawings - Framed
26. One Irwin Outstanding Dealer Plaque
27. One Morgan Largest Dollar Plaque
28. Five Wooden Information Signs (Front Entrance)
29. One 2-Drawer Filing Cabinet - Black Metal
30. ~~One Pitney-Bowes Mail Meter (Leased through Pitney-Bowes)~~
31. ~~One Pitney-Bowes Postage Scale (Leased through Pitney-Bowes)~~
32. Six Plastic Wastebaskets
33. One Large Corn Plant

Bookkeeper's Office Area

1. One Executive Desk
2. One Secretarial Chair - Cloth
3. One 10-line Phone
4. One Calculator
5. One IBM Correcting Selectric II Typewriter
6. One Portable Typing Table
7. One 2-Drawer Filing Cabinet
8. One 4-Drawer Filing Cabinet
9. One 5-Drawer Filing Cabinet
10. One Double-Door Storage Cabinet
11. One Wastebasket

Galley Area

1. ~~Oasis Cooler (Snow Valley Rental)~~
2. Six Coffee Cups

Head Area

1. One 2-Drawer Storage Container
2. One Wastebasket

Edward Harner's Office

1. One Large Photograph - Sailboat
2. One Black and Blue Half-Hull Model
3. Two 10-Line Phones
4. One Glass and Wood Cocktail Table
5. One Large Wooden Desk
6. One Brass Lamp
7. One Green Glassed Shade Lamp
8. One Large Wooden Destroyer Wheel
9. One Fiscus Tree
10. Two Side Arm Chairs - Cloth
11. 1 Wood and Leatherette Side Arm Chair
12. One Wood and Leatherette Executive Swivel Chair
13. One Credenza - Black Metal
14. One Wood 2-Drawer Filing Cabinet
15. One Calculator
16. One Speaker Phone
17. One Wood Encased Barometer and Clock
18. ~~Air Pudding~~ *fk*

Mailed to Secured Party

FINANCING STATEMENT

Not subject to recordation tax

- 1. Name of Debtor(s):
Address: Doug Nettles & Assoc., Inc. T/A
Outfitters of Annapolis, Ltd.
326 First Street
Annapolis, MD 21403
- 2. Name of Secured Party: Annapolis Banking and Trust Company
Address: P.O. Box 311
Annapolis, MD 21404
- 3. Name of Assignee: Annapolis Banking & Trust Co.
Address: Annapolis, Maryland

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1984 DEC 28 PM 2:48
AUBREY COLLISON
AUBREY COLLISON

(KP)

RECORDING FEE 12.00
POSTAGE 1.00
TOTAL 13.00
DEC 28 1984

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

Johnson outboard motors - see attached sheet

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:

Debtor(s):
Doug Nettles & Assoc., Inc. T/A
Outfitters of Annapolis, Ltd.

[Handwritten Signature]
.....
Pres.

Secured Party:
Annapolis Banking and Trust Co.
.....
(Type Name of Dealership)

[Handwritten Signature]
By.....
(Authorized Signature)
John M. Suit, II
Senior 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.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

12-30

<u>MOTOR</u>	<u>\$ Per Unit</u>		<u>Quantity</u>		<u>Total Cost</u>	
2RCO	\$ 300.93	X	7	=	\$ 2,407.44	
4BRHCO	440.15	x	5	=	2,200.75	
4BRHLCO	449.15	x	1	=	449.15	
6RCO	606.35	X	5	=	3,031.75	
8RCO	714.14	X	5	=	3,570.70	
10RCO	936.92	X	4	=	3,747.68	
10SELCO	1,140.84	X	2	=	2,281.68	
15RCO	1,033.94	X	8	=	8,271.52	
25RCO	1,257.62	X	4	=	5,070.48	
25ECO			1			
30RCO	1,324.99	X	3	=	3,974.97	
30RLCO	1,342.96	X	2	=	2,685.92	
40RLCO	1,545.08	X	1	=	1,545.08	
TOTAL						\$39,237.12

Mailed to Secured Party

FINANCING STATEMENT

Not subject to recordation tax

1. Name of Debtor(s): Annapolis Pipeline, Inc.
Address: 4828 So. Polling House Rd.
Harwood, Md. 20776

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

RECORD FEE 11.00
MISTAKE 50
30852 0237 002 114347
DEC 29 84

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

Komatsu Excavator Model PC220LC-3
Serial #20842

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:

RECEIVED FOR RECORD
CIRCUIT COURT, ANNAPOLIS COUNTY
1984 DEC 28 PM 2:48
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

Debtor(s):
Annapolis Pipeline, Inc.
[Signature]

Jeanne Sims Sec/Asst

Secured Party:
Annapolis Bank & Trust
P. O. Box 311
Annapolis, Md. 21404
(Type Name of Dealership)

[Signature]
Sandra DiPietro
Branch 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.)

11.50

TO BE RECORDED IN
ANNE ARUNDEL COUNTY, MARYLAND

BOOK - 481 PAGE 104

FINANCING STATEMENT

2550 10

Identifying File No. _____

THERE IS NO TAXABLE DEBT SUBJECT TO RECORDATION TAX AS PART OF THIS TRANSACTION. ALL RECORDATION TAXES WERE PAID UPON RECORDATION OF THE DEED OF TRUST AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND.

This financing statement dated December 28, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR: HELMSMAN HOLLY LIMITED PARTNERSHIP
c/o Helmsman Ross Ridge, Inc.
106 Old Court Road
P.O. Box 5992
Baltimore, Maryland 21208
2. SECURED PARTY: CHESAPEAKE SAVINGS AND LOAN ASSOCIATION
OF ANNAPOLIS, INC.
2068 Somerville Road
Annapolis, Maryland 21401
3. MATURITY DATE OF OBLIGATION: December 1, 2014
4. THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

All furniture, fixtures, machinery, equipment, leases, plans, specifications, condominium documents, accounts receivable, general intangibles, instruments and money due to the above named debtor arising out of the operation of the premises or the property located in Anne Arundel County, Maryland described on Exhibit A attached hereto.

5. THE PROCEEDS OF COLLATERAL ARE ALSO COVERED.

RECORD FEE 14.00
POSTAGE .50
#08130 C040 R01 T16:09
DEC 28 84

DEBTOR:
HELMSMAN HOLLY LIMITED
PARTNERSHIP, by Helmsman
Ross Ridge, Inc., its
General Partner

SECURED PARTY:
CHESAPEAKE SAVINGS AND LOAN
ASSOCIATION OF ANNAPOLIS,
INC.

By: Michael B. Glick
Michael B. Glick
President

By: Richard M. Nelson
Richard M. Nelson
Vice President

TO THE FILING OFFICER:

After this statement has been recorded, please mail same to:

Ronald A. Baradel, Esquire
P.O. Box 3323
Annapolis, Maryland 21403

1942D-264

RECEIVED FOR RECORD
CIRCUIT COURT, ANNAPOLIS COUNTY

1984 DEC 28 PM 4:25

E. AUBREY COLLISON
CLERK

19.10
10

EXHIBIT A

All those lots or parcels of ground situate in the Second Election District of Anne Arundel County, Maryland and described as follows, that is to say:

Parcel One:

BEGINNING for the same at a point marking the intersection of the northerly right of way line of Defense Street and the westerly right of way line of Holly Avenue, and running from thence and with said northerly right of way line North 63°55'35" West 192.20 feet to an iron pipe found, thence leaving said Defense Street and running for lines of division the following two courses and distances: (1) North 23°05'26" East 96.81 feet to an iron pipe found, thence (2) South 64°52'28" East 192.01 feet to an iron pipe found on the westerly right of way line of Holly Avenue, thence binding on said westerly right of way line South 23°03'50" West 100.00 feet to the point of beginning. Containing 0.434 acres of land more or less according to a survey prepared by Sigma Associates, Inc. dated August 30, 1984.

BEING the same property which by deed dated August 3, 1973 and recorded on August 6, 1973 among the Land Records of Anne Arundel County at Liber 2611, folio 285 was granted and conveyed from Sally Chafin (a/k/a Sally Chaffin) widow and surviving tenant by the entirety of Jesse Chafin (a/k/a Jesse Chaffin) to Charles N. Bassford and Elaine L. Bassford, his wife.

Parcel Two:

BEGINNING for the same at an iron pipe located on the westerly right of way line of Holly Avenue, said point being North 23°03'50" East 100.00 feet from the intersection with the northerly right of way line of Defense Street, thence leaving said westerly right of way line and running for lines of division the three following courses and distances: (1) North 64°52'28" West 192.01 feet to an iron pipe found (2) North 23°05'26" East 100.00 feet to an iron pipe found (3) South 64°52'28" East 191.96 feet to an iron pipe found on the aforementioned westerly right of way line, thence binding on said westerly right of way line South 23°03'50" West 100.00 feet to the point of beginning. Containing 0.440 acres of land more or less according to a survey prepared by Sigma Associates, Inc. dated August 30, 1984.

BEING the same property which by deed dated May 19, 1956 and recorded on July 20, 1956 among the Land Records of Anne Arundel County at Liber 1046, folio 531, was granted and conveyed from Mary E. Whittington to Haywood E. Whittington.

BEING ALSO the same parcels of land which by Deed dated December 28, 1984, and intended to be recorded among the Land Records of Anne Arundel County, Maryland immediately prior hereto, was granted and conveyed to the Borrower by Charles N. Bassford and Elaine L. Bassford, his wife (as to Parcel One) and Haywood E. Whittington (as to Parcel Two).

Mailed to: Ronald A. Baradell

BOOK - 481 PAGE 106

File No.

Record Reference: Liber.....

Folio.....

TERMINATION STATEMENT

..... 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: 152922.....;

Record Reference: Liber..... 252..... Folio..... 431.....;

Date of Filing: June 5, 1972..

RECORD FEE 10.00
POSTAGE .50

- 2. The name(s) and address(es) of the Debtor(s) is(are):

#08184 C040 R01 T11:36
MC 31 8-4

Name of Debtor

Address

Henry Corvelli
Mae Corvelli

2223 Defense Highway
Gambrills, Maryland

- 3. The name and address of the Secured Party of Record is:

THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland

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

Dated: September, 27, 1984

By: *H.B. Wright*

H.B. Wright
Senior Vice President

Type or print all names
and titles under signatures.

Moyer, Fallon & Weisman
RECEIVED FOR RECORD
4400 JENNER CIRCLE
Washington, D.C. 20015
1984 DEC 31 AM 11:48

160
10.5

ILD-121-3M

E. AUBREY COLLISON
CLERK

BOOK - 481 PAGE 107

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):	2. Secured Party(ies) Name(s) and Address(es):	4. For Filing Officer: Date, Time, No. Filing Office	
Corvelli, Henry d/b/a Corvelli's Patuxent 1-Hour Cleaners 2223 Defense Highway Crofton, Md. 21114	Raybar Credit Corp. 255 W. Spring Valley Ave. Maywood, N.J. 07607		

5. This statement refers to original Financing Statement No. ID241112 Bk445 Pg. 530 (date) 1/20/82 with Clerk Circuit Court Crofton, Md.

6. 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)

This statement is to be indexed in the Real Estate Records

Section

RECORD FEE 10.00
 POSTAGE .50
 #08185 COW R01 711:36
 DEC 31 84

By _____ Signature(s) of Debtor(s) (only on amendment)

By Eve L Krause Signature(s) of Secured Party(ies)
 Eve L. Krause-Credit Mgr.

(1) Filing Officer Copy-Numerical (5/82) STANDARD FORM - FORM UCC-3 - Approved by the Secretary of State of New York, Pennsylvania & Texas

10.⁰⁰
.50

Meyer, Fallick + Weisman
4400 Jenifer ST., N.W
Washington, D.C. 20015

Mailed to: _____

RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY
 1984 DEC 31 AM 11:48
 E. AUBREY COLLISON
 CLERK

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 19 Page No. 481
Identification No. 13089 Dated 10/27/64

1. Debtor(s) { John Symonds and Mary P.H. Symonds, his wife
Name or Names—Print or Type
85 Market Place, Annapolis, Md.
Address—Street No., City - County State Zip Code

2. Secured Party { Colonial Life Insurance company
Name or Names—Print or Type
7801 York Road Baltimore, Maryland 21204
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) November 1, 1984

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"/> Termination (Indicate whether amendment, termination, etc.)</p>

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CIRCUIT COURT IN & COUNTY
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E. AUBREY COLLISON
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7801 YORK RD BAL MD 21204
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DEC 31 84

1050

Dated: Nov 13, 1984 Colonial Life Insurance Co. of America
Name of Secured Party
Edward J. Mallon Jr.
Signature of Secured Party
Edward J. Mallon Jr., Vice President
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

MR. & MRS. JOHN SYMONDS
85 MARKET ST
ANNAPOLIS, MD. 21401

Mailed to:

25500

FINANCING STATEMENT

TO BE RECORDED AT:

NOT SUBJECT TO
RECORDATION TAX

- (a) SDAT - Financing Statement Records
- (b) Anne Arundel County, Maryland - Financing Statement Records

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code:

1. NAME AND ADDRESS OF DEBTOR: ANNE ARUNDEL COUNTY, MARYLAND
Arundel Center
Calvert and Northwest Streets
Annapolis, Maryland 21401
Attention: Director of Administration
2. NAME AND ADDRESS OF SECURED PARTY: MARYLAND NATIONAL BANK
10 Light Street
Baltimore, Maryland 21202
Attention: Real Estate Division - Construction Financing Area

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

(a) All of the Debtor's right, title and interest in and to and remedies under all of the following documents and any and all other documents evidencing or securing the Loan (hereinafter defined), and all extensions, renewals and modifications thereof, amendments and supplements thereto and substitutions therefor, and including (without limitation) any and all security referred to therein (collectively, the "Documents"):

(i) the Loan and Financing Agreement dated as of December 1, 1984 by and among the Debtor, the James Blakeney Sutherland Trust, a revocable living trust created under the laws of the State of Maryland (the "Borrower"), Maryland National Bank, a national banking association, as Escrow Agent, and the Secured Party (the "Financing Agreement");

E. AUBREY COLLISON
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ANNE ARUNDEL COUNTY

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(ii) the Promissory Note dated as of December 1, 1984 made by the Borrower payable to the Debtor in the principal amount of \$560,000 (the "Note");

(iii) the Deed of Trust dated as of December 1, 1984 between the Borrower and Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, as Trustees, covering the real property located at 216 North Crain Highway, in Glen Burnie, Maryland, and certain other property described therein (collectively, the "Property"), and recorded, or intended to be recorded, among the Land Records of Anne Arundel County;

(iv) the Personal Guaranty Agreement dated as of December 1, 1984, executed and delivered by James B. Sutherland; and

(v) the Conditional Personal Guaranty Agreement dated as of December 1, 1984, executed and delivered by Grace G. Sutherland.

(b) All "Pledged Receipts" in connection with the loan being made by the Debtor to the Borrower from the proceeds of the Anne Arundel County, Maryland Economic Development Revenue Bond (The James Blakeney Sutherland Trust Office Project), 1984 Series, dated December 1, 1984 (the "Bond") pursuant to the Financing Agreement and as evidenced by the Note (the "Loan"), which Pledged Receipts include scheduled payments of principal and interest on the Note, condemnation awards and insurance proceeds, Receipts Requiring Mandatory Redemption (hereinafter defined), and any other payments required or provided for by the Documents. As used in this Financing Statement, "Receipts Requiring Mandatory Redemption" means:

(i) all amounts received by the Debtor from the proceeds of any sale of the Property (or any portion thereof), including any profit realized by the Borrower in connection therewith, and required by any of the Documents to be applied to the redemption of the Bond,

(ii) any amounts remaining in the Escrow Fund (as defined in the Financing Agreement) after the completion of the Facility (as defined in the Financing Agreement),

(iii) any amounts received by the Borrower from any recoveries from any contractors, as provided in Section 6.6(e) of the Financing Agreement, and

(iv) any Net Proceeds (as defined in the Financing Agreement) received as a result of any damage to or condemnation of the Property and required by the Secured Party to be applied to the redemption of the Bond, as provided in Article IX of the Financing Agreement.

(c) All moneys which are at any time or from time to time on deposit in the Escrow Fund.

(d) All of the Debtor's right, title and interest in and to and remedies with respect to any and all other property of every description and nature from time to time by delivery or by writing of any kind conveyed, pledged, assigned or transferred, as and for additional security under the Financing Agreement, by the Debtor or by anyone on its behalf or with its written consent, to the Secured Party.

Notwithstanding the foregoing provisions, there shall be excluded from the property described in this paragraph 3 all rights of the Debtor to (i) reimbursement and indemnification pursuant to the Financing Agreement and all enforcement remedies with respect to the foregoing, (ii) receive notices under any of the Documents, and (iii) make any determination and grant any approval or consent to anything in the Documents requiring the Debtor's determination, consent or approval.

4. Proceeds and products 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.

5. This Financing Statement gives notice of and perfects a security interest granted by the Debtor to the Secured Party under and pursuant to the Financing Agreement as security for the Bond, which is being issued pursuant to the Maryland Economic Development Revenue Bond Act, which Bond does not constitute an

indebtedness or charge against the general credit or taxing powers of the Debtor, and does not constitute or give rise to any pecuniary liability of the Debtor.

Debtor:

ANNE ARUNDEL COUNTY, MARYLAND

By: Marita B. Brown
Marita Brown,
Budget Officer

Filing Officer: Return to: Susan D. Baker, Esquire
Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202

Mailed to: _____

255050

FINANCING STATEMENT

TO BE RECORDED AT:

NOT SUBJECT TO
RECORDATION TAX

- (a) SDAT - Financing Statement Records
- ~~(b)~~ Anne Arundel County, Maryland -
Financing Statement Records
- (c) Anne Arundel County, Maryland -
Land Records

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR: JAMES BLAKENEY SUTHERLAND TRUST
14 Beach Road
Severna Park, Maryland 21146

2. NAME AND ADDRESS OF SECURED PARTY: ANNE ARUNDEL COUNTY, MARYLAND
Arundel Center
Calvert and Northwest
Annapolis, Maryland
Attention: Director Administration

RECORDED 17.00
INDEXED .50
908219 0345 R01 113-56
DEC 31 84

3. NAME AND ADDRESS OF ASSIGNEE: MARYLAND NATIONAL BANK
10 Light Street
Baltimore, Maryland 21202
Attention: Real Estate Division -
Construction Financing Area

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

(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 Anne Arundel County, Maryland, and more particularly described in Exhibit A

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CIRCUIT COURT, ANNE ARUNDEL COUNTY
1984 DEC 31 PM 2:03
E. AUBREY COLLISON
CLERK
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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 Additions thereto (collectively, the "Equipment Collateral"), and all Proceeds (hereinafter defined) thereof. The Real Property is also described in a certain Deed of Trust dated as of December 1, 1984, between the Debtor and Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, 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, 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.

(e) 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.

(f) The interest of the Debtor in the Escrow Fund created under and defined in the Financing Agreement (hereinafter defined).

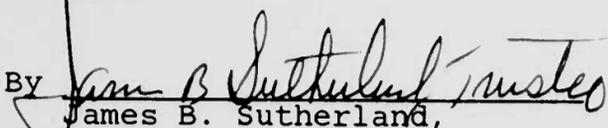
5. Proceeds of the collateral are also covered. As used in this Financing Statement, "Proceeds" means all proceeds and products within the meaning of the Maryland Uniform Commercial Code, and shall include the proceeds of any and all insurance policies.

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 under and pursuant to the Loan and Financing Agreement dated as of December 1, 1984 (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 Anne Arundel County, Maryland Economic Development Revenue Bond (The James Blakeney Sutherland Office Project), 1984 Series (the "Bond"), which Bond does not constitute an indebtedness or charge against the general credit or taxing powers of the Secured Party, and does not constitute or give rise to any pecuniary liability of the Secured Party.

Debtor:

JAMES BLAKENEY SUTHERLAND
TRUST

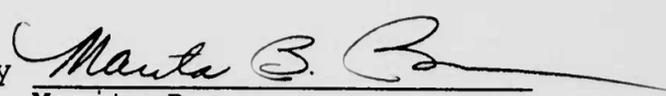
By


James B. Sutherland,
Trustee

Secured Party:

ANNE ARUNDEL COUNTY, MARYLAND

By


Marita Brown,
Budget Officer

Filing Officer: Return to: Susan D. Baker, Esquire
Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202

DESCRIPTION OF LAND

ALL those lots or parcels of land situate in the 54th Election District of Anne Arundel County, State of Maryland, and more particularly described as follows:

BEGINNING for the same at a point located on the western side of Crain Highway, Maryland Business Route 3 (formerly Light Street) said point located at the intersection of lot five (5) and lot six (6) in Block three (3) as shown on Annotated Plat Number 1 of Glen Burnie, recorded among the Land Records of Anne Arundel County in plat book FSK1, folio (Plat Cabinet No. 1 Rod R, Plat 11); thence running with the following bearings and distances:

- 1) South $30^{\circ} 23' 00''$ West, 50.00 feet, thence leaving said roadway
- 2) North $59^{\circ} 37' 00''$ West 150.00 feet to a point located on the easternmost side of a 20 foot alley, designated as west alley on aforementioned plat, thence binding along said alley
- 3) North $30^{\circ} 23' 00''$ East 50.00 feet, thence leaving said alley
- 4) South $59^{\circ} 37' 00''$ East 150.00 feet to the point of beginning containing 7,500 square feet more or less.

BEING parcel II as described in a deed dated April 27, 1981 and recorded among the Land Records of Anne Arundel County in liber 3409, folio 173.

NOT TO BE
RECORDED IN LAND RECORDS

255051

FINANCING STATEMENT

- 1. Debtors:
 - (1) SABRINA & CO., INC.
410 4th Street, Annapolis
Anne Arundel County, Maryland
21401
 - (2) MOHAN L. GROVER
6179 Shady Side Road
Shadyside, Anne Arundel County,
Maryland 20764
- 2. Secured Party
ALBERT ZAINO
7 N. Southwood Avenue
Annapolis, Anne Arundel County
Maryland 21401

3. This Financing Statement covers the following types of property: fixtures and equipment, leasehold interest covering the premises at Economy Laundry, 410 4th Street, Annapolis, Maryland 21401, stock in trade, furniture, supplies, licenses and permits. Also, specifically covered and enumerated by way of description but not limitation are the items set forth on Schedule A attached hereto and incorporated herein. All as more particularly described in Security Ageement of even date herewith.

4. Proceeds of Collateral are covered.

DEBTORS:
SABRINA & CO., INC.

SECURED PARTY:

By: Mohan L. Grover
MOHAN L. GROVER

Albert Zaino
ALBERT ZAINO

Mohan L. Grover
Individually as Guarantor

RECORD FEE 11.00
POSTAGE .50
STRICKLAND COPY 11/28/83
DEC 31 84

TO THE FILING OFFICER: After this Statement has been recorded, please mail same to:

Leonard Z. Bulman, Esquire
155 Duke of Gloucester Street
Annapolis, Maryland 21401

Mailed to: _____

115

RECEIVED FOR RECORD
CIRCUIT COURT ANN. COUNTY
1984 DEC 31 PM 1:05
E. AUBREY COLLISON
CLERK

KP

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Manager's Initials Date

Page _____ of _____

TYPE OF BUSINESS: Laundromat BLS NO. 575

b/a: Economy Laundry

ADDRESS: 410 4th St. CITY Annapolis STATE Md. ZIP 21403

The following items are included in the purchase price for the above named business. This list becomes part of the listing

QTY.	ITEM	SELLER'S ESTIMATED VALUE
10	Top loader washers	
6	Front loader washers	
2	Front triple loaders	
9	Dryers (10 minutes/25¢)	
1	Extra Stack Dryer (single load)	
1	Dry Cleaning Machine	
1	Snack machine	
2	Candy machines	
1	Cigarette machine	
	Soap machine (not owned by business)	
	Soap machine	
	Bag machine	
1	\$ changer (with spare scanner)	
1	Coin changer	
2	Casts	
	Also included in a burglar alarm system, an auto door lock, 3 exhaust fans, 1 circulating fan, 500 gal. hot water heater, 2 heaters.	
2	Tables	
1	Triple seat chair	
	TOTAL	

Following items are specifically excluded from the listing agreement.

QTY.	ITEM	QTY.	ITEM

CLERK'S NOTATION
 Document submitted for record in a condition not permitting satisfactory photographic reproduction.

Seller: _____ Date: _____
 Listing Agent: [Signature] Date: 2/31/84

WHITE/OFFICE, CANARY/PURCHASER, PINK/SALESPERSON, GOLDENROD/SELLER

result of, in connection with, or in lieu of (i) any taking of any portion of the Real Property or any part thereof under the power of eminent domain, either temporarily or permanently, and (ii) any other injury or damage, or decrease in value of, the Property or any part thereof.

(c) The interest of the Debtor in any and all payments, proceeds, 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 any portion thereof.

(d) The interest of the Debtor in all of the rents, royalties, issues, profits, revenues, income and other benefits of the Real Property, 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, both now in existence or hereafter entered into with respect to the Real Property; 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; reserving in the Debtor the right to collect and receive the same until there is a default under any of the Documents (as defined in the Financing Agreement hereinafter defined).

5. Proceeds and products of the Security are also covered.

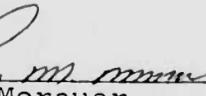
6. This Financing Statement gives notice of and perfects the security interests granted by the Debtor to the Secured Party (and assigned by the Secured Party to the Assignee) under and pursuant to the Facility Financing Agreement dated as of December 28, 1984 (the "Financing Agreement") by and among the Debtor, the Secured Party, the Assignee and First American Bank of Maryland, a national banking association, as escrow agent (the "Escrow Agent") as security for a loan made by the Secured Party to the Debtor under and pursuant to the Financing Agreement and as security for the Secured Party's Anne Arundel County, Maryland Industrial Development Revenue Bond (C.B.C. Associates Joint Venture Project), 1984 Series, dated as of December 28, 1984, in the principal amount of \$600,000 (the "Bond"), issued pursuant to, and in accordance with, the Maryland Economic Development Revenue Bond Act, Sections 266A to 266-I, inclusive, of Article 41 of the Annotated Code of Maryland, (1982 Replacement Volume, 1984 Cumulative Supplement), which Bond and the interest thereon does not constitute an indebtedness or a charge against the general credit or taking powers of the Secured

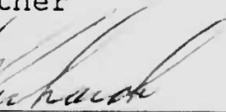
Party within the meaning of any constitutional or charter provision or statutory limitation, and does not constitute or give rise to any pecuniary liability of the Secured Party.

Debtor:

C.B.C. ASSOCIATES JOINT VENTURE

By: 
Francis E. Gardiner, Jr.
General Partner

By: 
Ray M. Morauer
General Partner

By: 
John A. Richardson

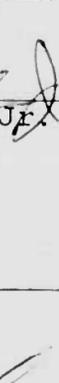
Secured Party:

ANNE ARUNDEL COUNTY, MARYLAND

By:
O. James Lighthizer
County Executive

Assignee:

FIRST AMERICAN BANK OF MARYLAND

By: 
Earl R. Giese
Vice President

Please Return to: Mr. Earl R. Giese
First American Bank of Maryland
8701 Georgia Avenue
Silver Spring, Maryland 20910

AA5
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EXHIBIT "A"

BEGINNING for the same at a point on the northern right of way line of Espey Court (60 foot wide) said point of beginning being further located South 70 degrees 01 minutes 40 seconds West 337.54 feet from the centerline of Priest Bridge Drive, (80 foot right of way) as shown on resubdivision of Lot 1, Plat 1, Priest Bridge Business Park, recorded among the Land Records of Anne Arundel County, Maryland in Liber 3431, folio 101; thence with the outline of Lease Area B and with part of Espey Court South 70 degrees 01 minutes 40 seconds West 188.30 feet to a point of curvature to the right, having a radius of 25 feet for an arc length of 29.66 feet to a point of reverse curvature, having a radius of 55 feet for an arc length of 37.09 feet, to a point; thence leaving Espey Court, North 03 degrees 58 minutes 35 seconds West 169.19 feet to a point; thence North 86 degrees 01 minutes 25 seconds East 238.77 feet to a point; thence South 03 degrees 58 minutes 35 seconds East 143.70 feet to the point of beginning. Being and intended to be all of Lease Area B, as shown on said resubdivision of Lot 1, Plat 1, Priest Bridge Business Park, recorded among the Land Records of Anne Arundel County, Maryland in Liber 3431, folio 101. Containing 0.95 acres, more or less, according to a description prepared by McCrone, Inc., Registered Professional Engineers and Land Surveyors in November, 1984 without benefit of a field survey.

BEING part of the property conveyed unto C.B.C. Associates Joint Venture from Francis E. Gardiner, Jr. and Francis E. Gardiner, Sr. by deed dated September 20, 1979 and recorded among the Land Records of Anne Arundel County in Liber W.G.L. 3244, folio 855.

~~Lumbard & Kirk~~

AACo. F/S Records

BOOK - 481 PAGE 123

NOT SUBJECT TO
RECORDATION TAX

FINANCING STATEMENT

- 1. Debtor: ANNE ARUNDEL COUNTY, MARYLAND
Arundel Center
Northwest and Calvert Streets
Annapolis, Maryland 21401
- 2. Secured Party: FIRST AMERICAN BANK OF MARYLAND
8706 Georgia Avenue
Silver Spring, Maryland 20910

3. This Financing Statement covers the following property (the "Security"):

The interest of the Debtor in and to (a) all of the Debtor's right, title and interest in and to and remedies under, and all moneys payable by the Borrower (hereinafter defined) to the Debtor, pursuant to the the Financing Agreement (hereinafter defined) and all other revenues of the Debtor attributable to the financing of the Facility (hereinafter defined) including (without limitation) any moneys realized from the sale of any security for the Loan (hereinafter defined); excepting any amounts paid by the Borrower to the Debtor, or for the account of the Debtor, to pay for, or reimburse the Debtor for any expenses incurred by or on behalf of the Debtor in connection with the financing of the Project, or for the purpose of indemnifying the Debtor under the terms and provisions of the Financing Agreement or taxes and similar charges levied generally by the Debtor and (b) any and all moneys which are at any time or from time to time on deposit in the Escrow Fund established in the Financing Agreement.

4. Proceeds and products of the Security are also covered.

5. This Financing Statement gives notice of and perfects the security interest granted by the Debtor to the Secured Party under and pursuant to the Facility Financing Agreement dated December 28, 1984 (the "Financing Agreement") by and among the Debtor, the Secured Party, C.B.C. Associates Joint Venture, a Maryland general partnership (the "Borrower") and First American Bank of Maryland, as Escrow Agent, relating to the Debtor's Anne Arundel County, Maryland Industrial Development Revenue Bond (C.B.C. Associates Joint Venture Project), 1984 Series, in the principal amount of \$600,000 (the "Bond"), issued and sold pursuant to and in accordance with the Maryland Economic Development Revenue Bond Act, codified at Section 266A to 266-I, inclusive, of Article 41 of the Annotated Code of Maryland (1982 Replacement Volume, 1984 Cumulative Supplement), for the purpose of loaning the proceeds from the sale thereof (the "Loan") to the Borrower pursuant to the terms of the Financing Agreement, to finance a portion of the costs of the acquisition of a certain facility in Anne Arundel County. The Bond and the interest thereon do not constitute an indebtedness or a charge against the general credit or taxing powers of the Debtor within the meaning of any constitutional or

1984 DEC 31 PM 2:19
E. AUBREY COLLISON
CLERK

PA Loan Rec.

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charter provision or statutory limitation, and shall not ever constitute or give rise to any pecuniary liability of the Debtor.

Debtor:

ANNE ARUNDEL COUNTY, MARYLAND


G. James Lighthizer
County Executive

Secured Party:

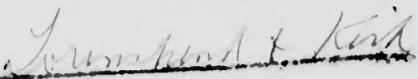
FIRST AMERICAN BANK OF MARYLAND

By: 
Earl R. Gieseeman
Senior Vice President

Please return to:

Earl R. Gieseeman
First American Bank of Maryland
8706 Georgia Avenue
Silver Spring, Maryland 20910

AA5
17:01:12/20/84


~~James Lighthizer~~

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255037

FINANCING STATEMENT

TO BE RECORDED IN THE
FINANCING STATEMENT RECORDS
OF THE STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION
AND ANNE ARUNDEL COUNTY

NOT SUBJECT TO
RECORDATION TAX

RECEIVED FOR RECORD
CIRCUIT COURT - ANNE ARUNDEL COUNTY

1984 DEC 31 PM 2:20

E. AUBREY COLLISON
CLERK

MP

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code:

- 1. NAME AND ADDRESS OF DEBTOR: ANNE ARUNDEL COUNTY, MARYLAND
Arundel Center
Annapolis, Maryland 21404
- 2. NAME AND ADDRESS OF SECURED PARTY: UNION TRUST COMPANY OF MARYLAND
15th Floor
10 East Baltimore Street
Baltimore, Maryland 21201
Attn: Douglas V. Durans,
Vice President

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

(a) All right, title and interest of the Debtor in and to, and remedies under, (i) the Loan Agreement dated as of December 27, 1984 between Hopkins Road Associates (the "Borrower") and the Debtor (the "Loan Agreement"), (ii) the Deed of Trust dated as of December 27, 1984 between the Debtor and the Borrower (the "Deed of Trust"), (iii) the Payment and Completion Guaranty dated as of December 27, 1984 made by Thomas I. Baldwin, Dorothy Baldwin and William Baldwin (the "Guarantors") in favor of the Debtor and the Secured Party (the "Guaranty"), and (iv) the Assignment of Leases and Rents

RECORD FEE 17.00
PROPERTY TAX 1.00
TOTAL 18.00
DEC 31 84

AA F. Recd.

DATA
1750

dated as of December 27, 1984 made by the Borrower in favor of the Debtor (the "Assignment of Leases and Rents");

(b) All moneys payable under the Loan Agreement, the Deed of Trust, the Guaranty, the Assignment of Leases and Rents, and all other receipts and revenues of the Debtor from or in connection with the financing of the construction and development of certain buildings and related facilities located in Anne Arundel County, Maryland (the "Project"), including (without limitation) any income resulting from the investment of moneys in the Project Fund, as defined in the Bond Indenture dated as of December 27, 1984 between the Debtor and the Secured Party (the "Indenture"), excepting the rights of the Debtor to payment by the Borrower with respect to certain expenses and indemnification as more fully set forth below;

(c) All moneys and securities from time to time held by the Fiscal Agent appointed by the Debtor under the terms of the Indenture, including amounts set apart and transferred to the Project Fund or any special fund, and all investment earnings of any of the foregoing, subject to disbursements from the Project Fund or any such special fund in accordance with the provisions of the Loan Agreement, the Deed of Trust and the Indenture; and

(d) Any and all other property of every kind and nature which from time to time has heretofore or hereafter is by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred, as and for additional security hereunder, by the Debtor or by any other person, firm or corporation with or without the consent of the Debtor, to the Secured Party which is hereby authorized to receive any and all such property at any time and at all times to hold and apply the same subject to the terms hereof; provided, however, that nothing contained herein shall be deemed to grant or create a security interest or a lien on personal property of others leased to or otherwise in the possession of the Borrower.

Excluded from the property covered by this financing statement is all right, title, and interest of the Debtor in and to (i) any right which it may have to the payment of taxes; and (ii) any rights which it or its agents and employees may have under the Loan Agreement and the Deed of Trust to indemnification by the Borrower or any other persons and to payments for expenses incurred by the Debtor itself or its agents or employees and all enforcement remedies with respect thereto.

4. This Financing Statement gives notice of and perfects a security interest granted by the Debtor to the Secured Party under and pursuant to the Indenture entered into as security for the Debtor's Anne Arundel County, Maryland Industrial Development Revenue Bonds (Hopkins Road Associates Project), 1984 Series, dated as of December 27, 1984 (the "Bonds") issued pursuant to Sections 266A to 266-I, inclusive, of Article 41 of the Annotated Code of Maryland (1982 Replacement Volume and 1984 Cumulative Supplement), as amended. Under the Indenture, the Bonds, together with interest thereon, are limited obligations of the Debtor and shall never constitute an indebtedness or a charge against the general credit or taxing power of the Debtor within the meaning of any constitutional or charter provision or statutory limitation and shall never constitute or give rise to pecuniary liability of the Debtor.

BOOK - 481 PAGE 128

5. Proceeds and products of the collateral are hereby expressly covered by this Financing Statement as well.

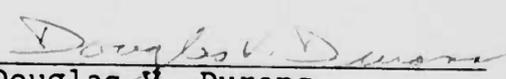
Debtor:

Secured Party:

ANNE ARUNDEL COUNTY,
MARYLAND

UNION TRUST COMPANY OF
MARYLAND

By: 
O. James Highthizer, County
Executive

By: 
Douglas V. Durans,
Vice President

Mr. Clerk: Return to: Howard R. Majev, Esquire
Weinberg and Green
100 South Charles Street
Baltimore, Maryland 21201

 Townsend & Hick

BOOK - 481 PAGE 129

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FINANCING STATEMENT

TO BE RECORDED IN THE LAND RECORDS
OF ANNE ARUNDEL COUNTY AND THE
FINANCING STATEMENT RECORDS OF
THE STATE DEPARTMENT OF ASSESS-
MENTS AND TAXATION AND ANNE
ARUNDEL COUNTY

NOT SUBJECT TO
RECORDATION TAX

This Financing Statement is presented to a Filing Officer
pursuant to the Uniform Commercial Code.

- 1. NAME AND ADDRESS OF DEBTOR: HOPKINS ROAD ASSOCIATES
c/o Reliable Contracting Company
1 Church View Drive
Millersville, Maryland 21108
- 2. NAME AND ADDRESS OF SECURED PARTY: ANNE ARUNDEL COUNTY,
MARYLAND
Arundel Center
Annapolis, Maryland 21404
- 3. NAME AND ADDRESS OF ASSIGNEE: UNION TRUST COMPANY OF
MARYLAND
15th Floor
10 East Baltimore Street
Baltimore, Maryland 21201
Attn.: Douglas V. Durans

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

(a) All improvements now or hereafter located on the
real property located in Anne Arundel County, Maryland described
in Schedule A attached hereto and made a part hereof.

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1984 DEC 31 PM 2:20
E. AUBREY COLLISON
CLERK



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AA F. v. [Signature]

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(b) All equipment, fixtures, improvements, machinery, apparatuses, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the land described in Schedule A (whether or not delivered thereto), as set forth in Schedule B, and all such as are now or hereafter located in or upon any interest or estate in said land or any part thereof or attached to, used or usable in connection with any present or future operation or occupancy of said land and now owned or hereafter acquired by the Debtor, including, without limitation, all heating, lighting, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatuses, air-cooling and air-conditioning devices, elevators, escalators, appliances, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm and other doors and windows, cabinets, partitions, ducts and compressors, landscaping, security systems, printing equipment, mailing equipment, inside rolling equipment and other equipment 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, together with all additions thereto and replacements or substitutions thereof; provided, however, that nothing contained herein shall be deemed to grant or create a security interest or lien on personal property of others leased to or otherwise in the possession of the Debtor.

(c) All (i) the rights, alleys, ways, waters, easements, tenements, privileges, advantages, accessions, hereditaments and appurtenances belonging or in any way appertaining to the land and other property described above, (ii) the reversions, remainders, earnings, revenues, rents, issues, proceeds and profits thereof, and (iii) any right, title, interest or estate hereafter acquired by the Debtor therein;

(d) All contract rights, accounts receivable, general intangibles, plans, deposits, documents and actions and rights in action with respect to all or any part of the property described herein, and the proceeds (including, but not limited to, insurance proceeds) from any of the foregoing;

(e) All proceeds derived from any taking by condemnation or eminent domain proceedings or transfer in anticipation thereof of all or any part of the property described herein;

(f) All leases, guarantees of leases, franchises and licenses now existing or hereafter made of any property described herein and the rents, issues, income, profits and proceeds therefrom, all awards made hereafter to the Debtor in any court procedures involving any lease, guaranty of lease, franchise, or license or any lessee, guarantor, franchisee or licensee of such property in any bankruptcy, insolvency, reorganization or other proceeding in any court, and any payment made by any lessee, guarantor, franchisee or licensee in place of rent for any such property; and

(g) All construction or improvement work in progress on any of the property described above.

5. 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 the Loan Agreement dated as of December 27, 1984, between the Secured Party and the Debtor as security for a loan made by the Secured Party to the Debtor under and pursuant to such Loan Agreement. Such security interest has been assigned by the Secured Party to the Assignee under and pursuant to a Bond Indenture dated as of December 27, 1984 between the Secured Party and the Assignee, entered into as security for the Secured Party's Anne Arundel County, Maryland Industrial Development Revenue Bonds (Hopkins Road Associates Project), 1984 Series, issued pursuant to Sections 266A to 266-I, inclusive, of Article 41 of the

BOOK - 481 PAGE 132

Schedule
EXHIBIT "A" (4 pages)

KNOWN AND DESIGNATED as Lot No. 2 containing 13.74693 acres as shown on the Plat of part of the Stephen W. Duckett property dated February, 1982 and recorded among the Land Records of Anne Arundel County in Liber W.G.L. 3733, folio 512, the metes and bounds descriptions of unsubdivided parcels containing 2.0837 acres, 6.7792 acres and 4.884 acres comprise the aggregate constituting the whole of Lot 2.

Schedule
EXHIBIT "A"

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PARCEL A. BEGINNING for the same at a point in the Northwesternmost outline of the whole tract of property conveyed by Confirmatory Deed by Elma M. Townshend and William E. Kirk, Executors of the Estate of William W. Townshend, Jr. to Stephen W. Duckett and wife dated July 10, 1973 and recorded among the Land Records of Anne Arundel County, Maryland in Liber W.G.L. 2752, folio 84; said point also being at the Southwesternmost corner of Lot 2 as shown on the Survey Plat of Part of the Stephen W. Duckett Property prepared by Dewberry and Davis, Registered Land Surveyors and Engineers in February, 1982 and recorded in Liber J.H.H. 3529, folio 60 and Liber E.A.C. 3733, folio 512; thence leaving said beginning point so fixed and running with said northwesternmost outline of said conveyance and as shown on said plats; North 52 degrees 54 minutes 47 seconds West 505.07 feet to intersect the southwesternmost side of Crain Highway (Md. Route 3), as shown on State Highway Administration Plat #16266, thence running through a part of said conveyance and as shown on said plats with said side of Crain Highway with the curve to the left having a radius of 5,219.90 feet and an arc of 180.33 feet, on a chord, North 40 degrees 41 minutes 07 seconds East 180.33 feet, thence leaving said Crain Highway and running South 52 degrees 54 minutes 47 seconds East 503.59 feet, thence running with the part of said line with the curve to the right and having a radius of 5,719.90 feet, and an arc of 180.29 feet on a chord, South 40 degrees 13 minutes 00 seconds West 180.27 feet to the place of beginning. Containing 2.0837 acres, more or less, as described by McCrone, Inc., Registered Professional Land Surveyors and Engineers in December, 1984.

PARCEL B. BEGINNING for the same at a point in the Southeasternmost right of way line of Crain Highway (Md. Route 3) at a point distant North 40 degrees 41 minutes 07 seconds East 180.33 feet from the Northwesternmost corner of the whole tract of property conveyed by Confirmatory Deed by Elma M. Townshend and William E. Kirk, Executors of the Estate of William W. Townshend, Jr. to Stephen W. Duckett and wife dated July 10, 1973 and recorded among the Land Records of Anne Arundel County, Maryland in Liber W.G.L. 2752, folio 94; said corner also being at the Northwesternmost corner of Lot 2 as shown on the Survey Plat of Part of the Stephen W. Duckett Property prepared by Dewberry and Davis, Registered Land Surveyors and Engineers in February, 1982 and recorded in Liber J.H.H. 3529, folio 60 and E.A.C. 3733, folio 512; thence leaving said beginning point so fixed and running through part of said conveyance and as shown on said plats, with said side of Crain Highway as shown on State Highway Administration Plat #16266, with a curve to the left, having a radius of 5,219.90 feet and an arc of 97.78 feet, on a chord, North 39 degrees 09 minutes 33 seconds East 97.78 feet and North 38 degrees 37 minutes 21 seconds East 877.71 feet, thence leaving said Crain Highway and running North 67 degrees 14 minutes 01 seconds East 62.65 feet, South 51 degrees 22 minutes 39 seconds East 195.0 feet, South 31 degrees 40 minutes 31 seconds East 32.35 feet, South 51 degrees 35 minutes 28 seconds East 60.0 feet, South 06 degrees 35 minutes 28 seconds East 12.73 feet, and South 51 degrees 35 minutes 28 seconds East 175.0 feet, to intersect the Southeasternmost line of said Lot 2, thence running with part of said line, South 38 degrees 24 minutes 33 seconds West 172.95 feet, thence leaving said line and running, North 51 degrees 35 minutes 27 seconds West 257.0 feet, South 38 degrees 24 minutes 33 seconds West 830.92 feet and North 52 degrees 54 minutes 47 seconds West 247.23 feet, to the place of beginning; containing 6.7792 acres, more or less, as described by McCrone, Inc., Registered Professional Land Surveyors and Engineers in December, 1984.

PARCEL C. BEGINNING for the same at a point in the whole tract of property conveyed by Confirmatory Deed by Elma M. Townshend and William E. Kirk, Executors of the Estate of William W. Townshend, Jr. to Stephen W. Duckett and wife dated July 10, 1973 and recorded among the Land Records of Anne Arundel County, Md. in Liber W.G.L. 2752, folio 94; and distant North 40 degrees 13 minutes 00 seconds East 180.27 feet from the Northwesternmost outline, said point also being on the Southeasternmost line of Lot 2 as shown on the Survey Plat of Part of the Stephen W. Duckett Property prepared by Dewberry and Davis, Registered Land Surveyors and Engineers in February, 1982 and recorded in Liber J.H.H. 3529, folio 60 and E.A.C. 3733, folio 512; thence leaving said beginning point so fixed and said line of Lot 2 and running through the part of said conveyance and Lot 2 as shown on said plats; North 52 degrees 54 minutes 47 seconds West 256.36 feet, North 38 degrees 24 minutes 33 seconds East 830.92 feet, South 51 degrees 35 minutes 27 seconds East 257.00 feet, to intersect said Southeasternmost line of Lot 2 as shown on said plat, thence running with the part of said line, South 38 degrees 24 minutes 33 seconds West 734.77 feet, thence running with the curve to the right having a radius of 5,719.90 feet and an arc of 90.23 feet, on a chord, South 38 degrees 51 minutes 40 seconds West 90.23 feet to the place of beginning. Containing 4.884 acres, more or less, as described by McCrone, Inc., Registered Professional Land Surveyors and Engineers in December, 1984.

BEING the same property conveyed by Stephen W. Duckett and Thelma L. Duckett unto Hopkins Road Associates, a Maryland Joint Venture, by deed dated December 27, 1984 and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

Annotated Code of Maryland (1982 Replacement Volume and 1984 Cumulative Supplement), as amended. No provision of the Loan Agreement shall constitute a pledge of the faith and credit of the Secured Party or an indebtedness or a charge against the general credit or taxing powers of the Secured Party within the meaning of any constitutional or charter provision or statutory limitation, nor shall the Loan Agreement constitute or give rise to any pecuniary liability of the Secured Party.

6. Proceeds and products of the collateral are hereby expressly covered by the Financing Statement as well.

Debtor:

HOPKINS ROAD ASSOCIATES

By: Thomas I. Baldwin (SEAL)
Thomas I. Baldwin,
Joint Venturer

By: William E. Baldwin, Jr. (SEAL)
William E. Baldwin, Jr.,
Joint Venturer

By: Stephen W. Duckett (SEAL)
Stephen W. Duckett,
Joint Venturer

By: Thelma L. Duckett (SEAL)
Thelma L. Duckett,
Joint Venturer

Secured Party:

ANNE ARUNDEL COUNTY,
MARYLAND

By: O. James Lighthizer
O. James Lighthizer,
County Executive

UNION TRUST COMPANY OF
MARYLAND

By: Douglas V. Durans
Douglas V. Durans,
Vice President

Mr. Clerk: Return to: Howard R. Majev
Weinberg and Green
100 South Charles Street
Baltimore, Maryland 21201

SCHEDULE B

List of Personal Property

Description of Property Serial Number (if applicable)

~~Inventory No. Townsend & Kirk~~

THIS FINANCING STATEMENT IS PRESENTED TO THE FILING OFFICER NAMED BELOW FOR FILING PURSUANT TO THE UNIFORM COMMERCIAL CODE

<p>Debtor's NAME AND ADDRESS <u>Lapides Limited Partnership</u> <u>c/o Jerome Lapides / CRAB CREEK</u> <u>Annapolis Md 21401</u></p> <p>Soc. Sec. / Tax I.D. # <u>52-1318274</u> County of Residence <u>Anne Arundel</u></p> <p>Filing Officer:</p>	<p>Secured Party's NAME AND ADDRESS Catalina Properties Limited Partnership c/o Lepercq Capital Partners 345 Park Avenue New York, NY 10154</p>
--	---

Description of Collateral:

Debtor's limited partnership interest in Catalina Properties Limited Partnership, a Connecticut limited partnership (the Partnership), including all of Debtor's rights and interests in and to the Partnership and all of Debtor's rights and interests in and under the Amended and Restated Limited Partnership Agreement of the Partnership as it may be amended from time to time, the net profits and net losses of the Partnership, and any distributions of any nature by the Partnership, together with all proceeds if any thereof.

<p>Debtor X <u>[Signature]</u> (Sign) <u>LAPIDES LIMITED PARTNERSHIP</u> (Print Name)</p> <p>X _____ (Sign)</p> <p>_____ (Print Name)</p>	<p>Secured Party: CATALINA PROPERTIES LIMITED PARTNERSHIP LIMITED FEE 13.00 POSTAGE 50 708250 0345 R01 109:27 JAN 02 85</p> <p>By: Capital Properties Associates VII, general partner</p> <p>By: <u>A. E. Mark</u></p>
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Mailed to Secured Party

RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY
 1985 DEC -2 AM 9:33
 E. AUBREY COLLISON
 CLERK

13.00
 50

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. 242969

RECORDED IN LIBER 450 FOLIO 546 ON June 18, 1982 (DATE)

1. DEBTOR: Name Joel P & Florentine Cohen
Address 10 Arnold Rd Arnold Md 21012

2. SECURED PARTY: Name Commercial Credit ESE L
Address 612 Ritchie Hwy Suit 404 Pk Md

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
#08255 0345 201 719-13
JAN 02 85

3. Assignee of Secured Party(ies) from which security information obtainable:

Name _____
Address _____

Mailed to Secured Party

Dated 12-8-84 B. C. Johnston
(Signature of Secured Party)

RECEIVED FOR RECORD
CIRCUIT COURT, S.A. COUNTY
B. C. Johnston
Type or Print Above Name on Above Line

1985 JAN -2 AM 10:17
E. AUBREY COLLISON
CLERK

255070

FINANCING STATEMENT

1. NAME AND ADDRESS OF DEBTOR:

Kil Soo Kim
6217 64th Ave., #4
E. Riverdale, Md. 20737

2. NAME AND ADDRESS OF SECURED PARTY:

Chan Ho Park
7993 N. L PARK CT, #202
GLEN BURNIE, MD. 21061

3. MATURITY OF OBLIGATION:

December 31st, 1988

RECORDED FEE 11.00
POSTAGE 1.00
TOTAL FEE 12.00
JAN 17 1989

4. This financing statement covers all the following types of property of the **Buddy's House of Pizza** located at 511 S. Camp Meade Rd., Linthicum, Maryland 21090:

All of Debtor's accounts receivable and contract rights, now existing or hereafter acquired, evidencing any obligation to Debtors for payment for good sold or leased or services rendered; all policies and certificates of insurance, deposits, cash or other property owned by the Debtors or in which Debtors have an interest and which evidence any obligation to Debtor's for payment of goods sold or leased or services rendered all of which arise out of the management of the business known as BUDDY'S HOUSE OF PIZZA which may now or hereafter be in the possession of the Debtors whether now existing or hereafter acquired; all of the licenses, good-will, leasehold, goods and supplies customarily classified as inventory, whether now owned or hereafter acquired, together with all equipment, parts, appliances, accessions and appurtenances now or hereafter owned, acquired or placed thereon, all of which shall constitute a component part of the collateral.

5. Part of the collateral are or may be affixed to the premises known as the Buddy's House of Pizza at 511 S. Camp Meade Rd., Linthicum, Md.

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1985 JAN - 2 PM 2:20
E. AUBREY COLLISON
CLERK

NELSON MOSKOWITZ
ATTORNEY AT LAW
920 WYOMING ROAD
SILVER SPRING, MD
20902
(301) 629-2698

1150

21090.

6. Proceeds of the collateral are also covered.

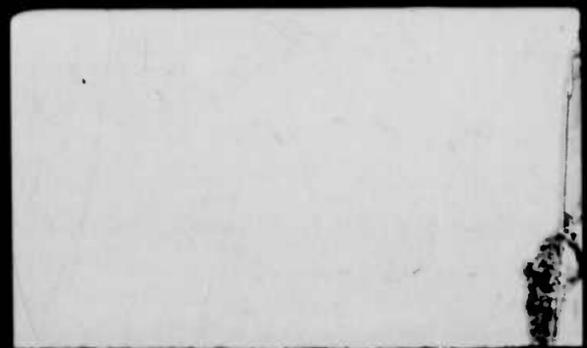
DEBTOR:
Kil Soo Kim
KIL SOO KIM Date

SECURED PARTY:
Chan Ho Park
CHAN HO PARK Date

FRAME, HALL & DUVALL, P. A.
1101 MOUNTAIN ROAD
FARMERS, MARYLAND 2103

Mailed to: _____

~~NELSON MOSKOWITZ
ATTORNEY AT LAW
920 HYDE ROAD
SILVER SPRING, MD
20902
(301) 649-2698~~



255071

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax
 Subject to Recordation Tax; Principal
Amount is \$ 250,000.00

To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

The Anne Arundel General Hospital

Address

Franklin & Cathedral Streets
Annapolis, Maryland 21401

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

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

Telephone answering system consisting of Basic Eve System (communications processor system), Alpha-Numeric Paging System and Doctors Registry System as attached hereto and made a part hereof.

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.

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1985 JAN - 2 PM 3:02
E. AUBREY COLLISON
CLERK



RECORDED FEE \$2.00
SEARCHED FEE \$2.00
POSTAGE \$0.50
POSTAL COST \$0.50
JAN 12 1985

Debtor (or Assignor)

Secured Party (or Assignee)

The Anne Arundel General Hospital, Inc.
Carl A. Bennett, Admin.

FARMERS NATIONAL
BANK OF MARYLAND

BY *T. Berger, Ex. V.P.*

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

Mailed to Secured Party 33-
1750-
50

120436
481 PAGE 144

Amtelco

Amtel Communications, Inc.
6025 Monona Drive
Madison, Wisconsin 53716
Telephone: (608) 221-3856

RECEIVED

NOV 21 1984

ANNE ARUNDEL GENERAL HOSP
ATTN: JOAN KELLY
FRANKLIN & CATHEDRAL
ANNAPOLIS, MD 21401 ANNE ARUNDEL
GENERAL HOSPITAL
ACCOUNTS PAYABLE

00375900

REMITTANCE ADVICE
RETURN THIS PORTION
WITH YOUR PAYMENT

Amtel Communications, Inc.
6025 Monona Drive
P.O. Box 6250
Madison, Wisconsin 53716
Telephone: (608) 221-3856

ANNE ARUNDEL GENERAL HOSP

ACCOUNT NO. 10153
STATEMENT DATE 11/13/84

STATEMENT DATE 11/13/84

ACCOUNT NO. 10153

CHECK THOSE ITEMS IN THE "/"
COLUMN BEING PAID.

DATE	CODE	REFERENCES	CHARGES	CREDITS	BALANCE	REFERENCE	CODE	AMOUNT	✓
09/28/84	1	3062	36,505.00		36,505.00	3062	1	36,505.00	
10/11/84	2	104891		9,050.00	27,455.00	104891	2	9,050.00	CR
10/30/84	1	3199	37,535.00		64,990.00	3199	1	37,535.00	
10/31/84	1	3336	2,455.00		67,445.00	3336	1	2,455.00	
					67,445.00	TOTAL		67,445.00	

CODES
1 = SALE
2 = PAYMENT
2A = DISCOUNT
3 = CR MEMO
4 = FIN CHARGE
5 = DR MEMO

30-60-DAYS
60-90-DAYS
PLEASE PAY

OVER-90-DAYS

TOTAL

67,445.00

CURRENT 39,990.00

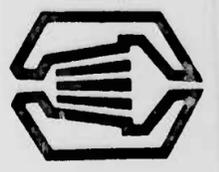
27,455.00

COMMENTS
BACKORDER FROM S/R #14381-82

TERMS NET 30

SALE AMOUNT	2,455.00
MISC. CHARGES	.00
FREIGHT	.00
SALES TAX	.00
TOTAL	2,455.00

PLEASE ORDER
E 01



ANNE ARUNDEL GENERAL HOSPITAL
FRANKLIN & CATHEDRAL STREETS
ANNAPOLIS, MARYLAND 21401
PHONE (301) 267-1148

ANTEL COMMUNICATIONS INC.
6025 NOMONA DR.
MADISON
WI 53726

BOOK - 481 PAGE

145

FORWARD ALL INVOICES TO ACCOUNTS PAYABLE

ORDER DEPT. NO.
CONTRACT NO.

VENDOR NO. 00375900

CONFIRMATION

Order Received

DATE 10/05/84

F.O.B. RECEIVING

095032
ABOVE ORDER NUMBER
MUST APPEAR ON ALL
PAPERS AND PACKAGES
RELATING TO THIS ORDER

Form No
104102

HOSPITAL CAT.	VENDOR CAT. NO.	QUANTITY	UNIT	PACKAGING QUANT.	DESCRIPTION OF ARTICLE	UNIT PRICE	EXTENSION
1	Y44200952	100	EA	001	TELEPHONE ANSWERING SYSTEM CONSISTING OF:	001	000
2	Y44200953	100	EA	001	BASIC EVE SYSTEM (COMMUNICATIONS PROCESSOR SYSTEM)	3675000	3675000
3	Y44200954	100	EA	001	THE ANSWER SWITCH	2269000	2269000
4	Y44200955	300	EA	001	OPERATOR STATION EQUIPMENT	219500	658500
5	Y44200956	100	LOT	001	MAINTENANCE AND SPARES	1217000	1217000
6	Y44200957	100	EA	001	TRAINING AND INSTALLATION	675000	675000
7	Y44200958	100	EA	001	FREIGHT ACCESSORIES:	80000	80000
8	Y44200959	100	EA	001	PAPER LESS SYSTEM	001	000
9	Y44200960	100	EA	001	ADAM CHECK-IN	150000	150000
0	Y44200961	100	EA	001	REMOTE MESSAGE PRINTING	75000	75000
1	Y44200962	100	EA	001	MEET-HE PATCHING	50000	50000
2	Y44200963	100	EA	001	PBX INTER FACE	50000	50000
TOTAL							

Items accepted after 3:00 P.M. Mon. Thru Fri.
Not to be assumed for delivery to any location other than
Purchasing Dept.
This order exempt from Maryland sales tax. Exemption Certificate No. 3100254 7
CONDITIONS ON REVERSE SIDE ARE PART OF THIS PURCHASE ORDER. BUYER ACCEPTS NO ADDITIONS

William Woodcock
Purchasing Agent

VENDOR

TELEPHONE ANSWERING SYSTEM

EQUIPMENT LIST

BOOK - 481 PAGE 117

<u>Quantity</u>	<u>Equipment Description</u>
1	Basic Eve System -CDU4 Communications Computer Unit -Disk Storage System -Autodial/auto-answer modem -System Interface Module -Cabinet and cabling assembly
1	TAS The Answer Switch -AC Communications Shelf -Line Cards -DID/DOD Cards (2) -Trunk Card (2) -Loop Trunk Card -Conference Card
1	Cabinet
3	Operator Stations -Unified Keyboard Assemblies
1	System Printer
1	Accessories -ADAM Check-In -Remote Message Printing -Meet-Me Patching -PBX Interface -Call Intercept -Alphanumeric Paging Interface
*	Remote Printers

ALPHANUMERIC PAGING SYSTEM

EQUIPMENT LIST

BOOK - 481 PAGE 148

<u>Quantity</u>	<u>Equipment Description</u>
1	Metro-Page Encoder - Model E09DAB0010 - Four Touch-Code Data Inputs with Interfaces - System Monitor - Printer - User Validation, Number Interchange, Call Count - Multiple Coding Format - Mixed Tone and Voice and Data Capability - Terminal Controlled Group Call - Auto Station I.D. - Installed in Penthouse with Printer in Switchboard Area
1	Modem Plus Encoder - Model E08PLS2000T - Provides Manual Backup to Metro Page - Provides priority input - Installed in Switchboard area
1	PURC Radio Paging Station - Model B84JZB1106 - 225 Watts Transmit Power - 450 MHz to 470 MHz Band
100	OPTRX Alphanumeric Pager - Model A04DPC4662C - Data Only - Rechargeable with Charger included - Leather Carrying Case - Private Labelling
20	OPTRX Alphanumeric Pager - Model A04DPC6662C - Data and Voice capability - Rechargeable with Charger included - Leather Carrying Case - Private Labelling
45	BPR 2000 Numeric Pager - Model - Numeric only - Rechargeable - Private Labelling

STAT 4000 DOCTORS REGISTRY

EQUIPMENT LIST

BOOK - 481 PAGE 149

<u>Quantity</u>	<u>Equipment Description</u>
1	STAT 4000 Registry System - Four Phone Line Inputs - Interfaced with Metro-Page Terminal - Supervisory Direct Access Terminal (DAT) - User DAT
4	User DAT
1	STAT 4000V Video Option - One Monitor and Keypad included
2	Additional Monitor Input Card and Keypad - Maximum of 5 may be added in initial configuration of STAT 4000
2	CRT Monitor - 14" Diagonal Measurement - Other Sizes Available
To be determined	Triax Cable

To Be Recorded In The Land Records
And The Chattel Records Of
Anne Arundel County, Maryland, And
Among The Financing Statement
Records Of The State
Department Of Assessments
and Taxation.

Subject To Recording Tax Of \$1,389.50
On Principal Amount of \$422,000.00
Which Was Paid On Recordation
Of An Amended And Restated Deed
Of Trust To The Clerk Of The Court
Of Anne Arundel County, Maryland

FINANCING STATEMENT

1. Debtor:

F. SCOTT JAY
DONNA D. JAY
306 Avondale Circle
Severna Park, Maryland 21146

2. Secured Party:

UNION TRUST COMPANY
OF MARYLAND
15th Floor
10 East Baltimore Street
Baltimore, Maryland 21202

RECORD FEE 26.00
POSTAGE .50
#08326 0040 R01 T10:17
JAN 03 85

Attn: Christopher W. Avery,
Real Estate Finance Officer

3. This Financing Statement covers, and the Debtor grants to the Secured Party a security interest in and to, the following kinds and types of property owned by the Debtor, or in which the Debtor has an interest, wherever located, whether now existing or hereafter acquired:

- a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof, now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, counters, storage racks, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.
- b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the REAL PROPERTY, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the REAL PROPERTY, which are intended to be

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1985 JAN -3 AM 10:21

E AUBREY COLLISON
CLERK

KP

26.5

used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the below referred to real property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.

- c. All mineral rights and mining rights, as well as all minerals, dirt, sand, gravel, pebbles, stones, rocks soil and the like (including oil and gas) which have not been extracted from the REAL PROPERTY.
- d. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the DEED OF TRUST or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
- e. All rents, profits, and benefits, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the REAL PROPERTY.
- f. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers to secure payments of the contract price and performance of the terms and conditions of any contract of sale of the REAL PROPERTY.
- g. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party, which security interest shall be independent of and in addition to any right of set-off which the SECURED PARTY may have.
- h. All of those plans and specifications, reviewed and approved by the Secured Party, for the construction of certain improvements upon the REAL PROPERTY, including all amendments and revisions thereto.
- i. All RECORDS relating to the herein-described collateral or the REAL PROPERTY.

As used herein, the term "DEED OF TRUST" shall mean that certain Amended and Restated Deed of Trust of even date herewith and recorded among the Land Records of Anne Arundel County, Maryland, from the Debtor to the Trustees named therein for the benefit of the Secured Party. The DEED OF TRUST serves as a Security Agreement which creates the security interest evidenced by this Financing Statement.

The term "REAL PROPERTY" shall mean the real estate described in Exhibit "A", attached hereto and made a part hereof, also being described in the DEED OF TRUST. Some of the above-described personal property is to be affixed to or is part

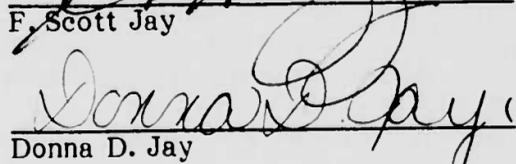
of the REAL PROPERTY. The Debtors are the record owners of the REAL PROPERTY.

The term "RECORDS" shall mean and include all records of every kind, type, and variety relating to the PROJECT, as that term is defined in that certain Building Loan Agreement of even date herewith by and between the Debtor and the Secured Party, including without limitation, all plans and specifications, correspondence, lists, invoices, compilations, statements, programs, materials, workpapers, reports, memoranda, tapes, discs, papers, books and other documents, or transcribed information of any type, whether expressed in ordinary or machine language.

4. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

DEBTOR:

 (SEAL)
F. Scott Jay

 (SEAL)
Donna D. Jay

Date: January 2, 1985

TO FILING OFFICER: After this Statement has been recorded, please return to:

Lars A. Carlsten, Esquire
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: LAC: 4002

Mailed to: _____

4002
J-00.17

PARCEL ONE

BEING known and designated as Lot B, containing 1.489 acres of ground, more or less, as shown on a Plat of Re-Subdivision of Lot 3, Severn Industrial Park, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 77, folio 10.

BEING the same parcel of ground which by Deed dated August 26, 1980 and recorded among the Land Records of Anne Arundel County in Liber 3339 folio 438 was granted and conveyed from Gilman Limited Partnership to F. Scott Jay and Donna D. Jay, his wife.

PARCEL TWO

BEGINNING for the same at a point that marks the beginning of the North degree 54 minute 50 second West 274.39 foot of division between Lots B and C as shown on a Plat entitled SEVERN INDUSTRIAL PARK, a resubdivision of Lot 3, Severn Industrial Park, and recorded among the plat records of Anne Arundel County in Plat Book 77, Page 10, thence leaving said point of beginning and binding on the southernmost outline of Lot C as shown on the above mentioned Plat and also binding on the southernmost side of a 20' access to State Department of National Resources Property as shown on said plat, 1) South 77 degrees 05 minutes 10 seconds West 211.73 feet to a point still binding on the outline of Lot C and leaving the southernmost side of said 20' access to State Department of Natural Resources Property, 2) North 30 degrees 11 minutes 20 seconds West 287.35 feet to a point, thence running for a new line of division through Lot C as shown on a plat intended to be recorded here with 3) North 77 degree 05 minutes 10 seconds East 297.06 feet to a point that marks the end of the North 12 degree 54 minute 50 second West 274.39 foot line as mentioned above, thence binding on said 297.06 foot reversely 4) South 12 degrees 54 minutes 50 seconds East 297.06 feet to the point of beginning.

CONTAINING within the bounds of this description 1.603 acres of land, more or less.

BEING also part of Lot C as shown on Plat entitled SEVERN INDUSTRIAL PARK, a resubdivision of Lot 3, Severn Industrial Park, and recorded among the plat records of Anne Arundel County in Plat Book 77, page 10.

BEING also shown as an addition to Lot B on a plat entitled "Administrative Lot Line Change", Resubdivision of B and C, Lot 3, Section 1, Plat recorded at 77/10, Severn Industrial Park, 4th District, Anne Arundel County, dated October 17, 1983, and recorded among the Land Records of Anne Arundel County in Liber 3681, folio 171.

BEING the same parcel of ground which by Deed dated January 3, 1984 and recorded among the Land Records of Anne Arundel County in Liber 3681 folio 168 was granted and conveyed from Gilman Limited Partnership to F. Scott Jay and Donna D. Jay, his wife.

PARCELS ONE AND TWO also being shown as Lot B. containing 3.092 acres on a Plat entitled "Administrative Lot Line changes Resubdivision of B&C Lot 3, Section 1, Severn Industrial Park", dated October 3, 1983, and recorded among the Land Records of Anne Arundel County in Liber 3687, folio 171.

PARCEL THREE

BEGINNING for the same at an iron pipe heretofore set in the northern boundary line of the 2.11 acres lot described in the deed from Walter A. Edgar and wife to Charles B. Lynch and wife dated June 19, 1944 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 310, Folio 223, of which the lot now being described is the westerly portion thereof; the said iron pipe and place of beginning is the northwest corner of another portion of the said 2.11 acres lot surveyed February, 1949 conveyed by said Charles B. Lynch and wife to William H. Zillger and wife by deed dated May 16, 1949 and recorded among the aforesaid Land Records in Liber JHH No. 522, Folio 197; the said iron pipe and place of beginning is distant as measured along the said northern boundary line from another iron pipe on the west side of Avondale Circle, North 75 degrees 21 minutes west 219 feet to the said beginning point of this description, thence running from the said beginning point so fixed and with the western boundary line of the said last mentioned conveyance South 14 degrees 39 minutes west 214.8 feet to another iron pipe in the southern boundary line of the above mentioned 2.11 acres lot, thence leaving the said conveyance to Zillger and wife, and running with part of the outlines of the said 2.11 acres lot North 77 degrees 21 minutes West 177.53 feet to another iron pipe heretofore set, thence North 14 degrees 2 minutes west 95 feet to another iron pipe heretofore set, thence North 15 degrees 27 minutes East 137.28 feet to another iron pipe heretofore set, thence South 75 degrees 21 minutes East 221.12 feet to the place of beginning. Containing 1.075 acres of land according to a survey and plat by J. Revell Carr, the portion above described having been surveyed February 1949, the original survey of the whole lot, of which the above is a part, having been surveyed in September, 1940, and the plat of the said lot now being described was made in March 1950, which said plat shows a 15 foot right of way adjoining the southern boundary line of the above mentioned Zillger lot leading into a 30 feet road and to Avondale Circle, the said plat being recorded with the Deed next herein referred to.

BEING the same lot or parcel of ground which by Deed dated April 25, 1950, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 572, Folio 475, was granted and conveyed by Charles B. Lynch and Lillian M. Lynch, his wife, unto the Grantor herein.

TOGETHER with a right of way fifteen feet wide for the purpose of ingress and egress to and from the lot above described as shown on the plat recorded with the aforesaid Deed and described as follows:

BEGINNING for its northern line at the end of the North 78 degrees 53 minutes west 70.3 foot line of the lot of ground described in the deed from Charles B. Lynch and wife to William H. Zillger and wife dated May 16, 1949 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 522, Folio 197 and running thence north 79 degrees 43 minutes west 56.55 feet to a point where it widens to 15 feet opposite the end of the South 84 degrees 54 minutes west 54.53 foot line in the aforesaid deed, thence still for its northern line parallel with and 15 feet north of the southern boundary lines of the aforesaid deed from Charles B. Lynch and wife to William H. Zillger and wife, south 84 degrees 54 minutes west 24.09 feet south 80 degrees 11 minutes west 71.41 feet and north 77 degrees 21 minutes west 23.08 feet to intersect the eastern boundary line of the lot of ground hereby conveyed and to the point of ending of said 15 foot right of way, all as shown on the said plat filed with the aforesaid Deed.

SAVING AND EXCEPTING therefrom, however, so much of the property as was conveyed to Thomas L. Larson and Claire E. Larson, his wife by Deed dated September 9, 1975 and recorded among the Land Records of Anne Arundel County in Liber WGL 2788 folio 845 from F. Scott Jay and Donna D. Jay, his wife and described as follows, that is to say:

BEGINNING for the same at an iron pipe found at the beginning point of the conveyance from Russell John Merriken to F. Scott Jay and Donna D. Jay, his wife, by deed dated August 14, 1973 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2623, folio 282; said point being at the end of the North 14° 39' East 214.8 foot line of the conveyance from William H. Zillger and Betty B. Zillger, his wife to Thomas L. Larson and Claire E. Larson, his wife by deed dated October 1, 1951 and recorded among the Land Records in Liber 647, folio 306, and running from said beginning point so fixed, and with said line reversely along part of the first line of the conveyance to Jay, South 14° 39' West 99.67 feet; thence leaving said line and running through the conveyance to Jay, North 06° 05' 29" East 100.79 feet to a pipe set in the last or South 75° 21' East 221.12 feet line of the above mentioned conveyance to Jay; thence with part of said line, South 75° 21' East 15 feet to the place of beginning. Containing 748 square feet, more or less/.

BEGINNING for the second at an iron pipe set in and North 14° 39' East 15 feet from the beginning of the North 14° 39' East 214.8 foot line of the conveyance from William H. Zillger and Betty B. Zillger, his wife to Thomas L. Larson and Claire E. Larson, his wife, by deed dated October 1, 1951 and recorded among the Land Records of Anne Arundel County in Liber 647 folio 306; said point being at the western end and the north side of a 15 foot right-of-way described in said conveyance; and running from said beginning point so fixed and with part of said line along part of the South 14° 39' West 214.8 foot line of the conveyance from Russell John Merriken to F. Scott Jay and Donna D. Jay, his wife, by deed dated August 14, 1973 and recorded among the Land Records of Anne Arundel County in Liber 2623, folio 282, North 14° 39' East 100.13 feet; thence leaving said line and running through the conveyance to Larson, South 06° 05' 29" West 100.73 feet to a pipe set on the north side of said 15 foot right-of-way; thence with the north side of said right-of-way, North 77° 21' West 15 feet to the place of beginning. Containing 751 square feet, more or less.

ALL as shown on a plat of a survey of the two above mentioned properties dated April 9, 1974 and revised June 16, 1975; said Plat recorded among the Land Records of Anne Arundel County in Liber WGL 2799 folio 270.

THE IMPROVEMENTS located thereon being known as 306 Avondale Circle.

BEING the same parcel of ground which by Deed dated August 14, 1973 and recorded among the Land Records of Anne Arundel County in Liber 2623 Folio 282 was granted and conveyed by Russell John Merriken to F. Scott Jay and Donna D. Jay, his wife.

J-00.17

TO BE RECORDED IN FIN. STMT.
THE LAND RECORDS OF ANNE
ARUNDEL COUNTY, MARYLAND

NOT SUBJECT TO
RECORDATION TAX

FINANCING STATEMENT

1. Debtor: WHITE ROCKS LIMITED PARTNERSHIP
Address: 1402 Colony Road
Pasadena, Maryland 21122
Attention: Dennis C. Blaeuer
2. Secured Party: ANNE ARUNDEL COUNTY, MARYLAND
Address: Arundel Center, Calvert & Northwest Streets
Annapolis, Maryland 21401
Attention: Director of Administration
3. Assignee: DAVID A. DeSANTO, TRUSTEE
Address: c/o DeSanto Naftal, Inc.
8027 Leesburg Pike
Suite 303
Vienna, Virginia 22180
4. This Financing Statement covers the property described in Exhibit A hereto.
5. The proceeds and products of the collateral described in paragraph 4 above are covered by the Financing Statement.
6. Portions of the property described in Exhibit A hereto are or may be fixtures and are located at or may be affixed to real estate and improvements described in Exhibit B hereto.

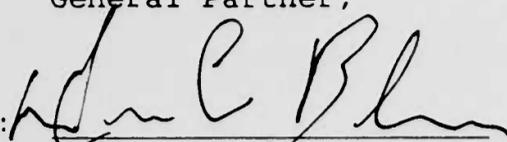
RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1985 JAN -3 AM 10:24
K.P.
AUBREY COLLISON

The Secured Party has made the assignment to the Assignee hereunder pursuant to Resolution No. 70-84 of the County Council of Anne Arundel County, Maryland, approved by the County Executive on August 24, 1984, to secure payment of the principal of and interest on the Secured Party's \$330,000 Anne Arundel County, Maryland Industrial Development Revenue Bonds (White Rocks Limited Partnership Project), which bonds do not constitute an indebtedness or charge against the general credit and taxing powers of the Secured Party, and do not constitute or give rise to any pecuniary liability of the Secured Party.

Debtor:

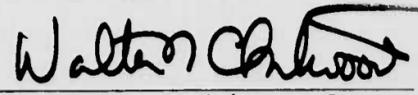
WHITE ROCKS LIMITED PARTNERSHIP

By: Waterside, Inc.,
General Partner,

By: 
Dennis C. Blaeuer,
President

Secured Party:

ANNE ARUNDEL COUNTY, MARYLAND

By:  (SEAL)
Walter C. Chitwood
County Controller

22/5

0557R

Mr. Clerk: Return to
 Edward L. Wender, Esquire
 Venable, Baetjer & Howard
 1800 Mercantile Bank &
 Trust Building
 2 Hopkins Plaza
 Baltimore, Maryland 21201

Mailed to: _____

0557R

EXHIBIT A

(a) The interest of the Debtor in any and all fixtures, fittings, materials, appliances, apparatus, equipment, machinery furniture and furnishings, decorations, chattels and articles of personal property of every kind, nature, and description, including but not limited to replacements thereof, now or hereafter attached to or installed or located in the premises subject to the Deed of Trust and Security Agreement by White Rocks Limited Partnership, a Maryland limited partnership, dated December 31, 1984 (the "Deed of Trust"), which premises are described in detail on Exhibit B hereto, or which the Debtor now or hereafter owns or now or hereafter uses in connection with said premises, as improved or to be improved, and without limiting the generality of the foregoing, also all building materials, floor coverings, lighting, flood lighting, heating, ventilating, air conditioning, plumbing fixtures and equipment and systems, water and power systems and equipment, burglar alarms and security systems, engines, boilers, motors, machinery, ranges, furnaces, oil burners or units, sprinkling and other fire prevention or extinguishing apparatus and equipment, incinerating equipment and systems and maintenance equipment, communication systems, dynamos, transformers, gas and electrical equipment, storm and screen windows and doors, awnings, screens, shrubbery, plants, shades, and storm sashes, and other similar property located on, installed in, attached to, or used in connection with, the premises subject to the Deed of Trust, and all alterations, additions, accessions and improvements thereto.

Unless specifically designated otherwise, the premises and all other items and property described in the preceding paragraphs, together with all alterations, additions, accessions and improvements thereto, substitutions therefore and renewals and replacements thereof, shall be herein referred to collectively as the "Property."

(b) The interest of the Debtor in any and all rights of way, riparian rights, licenses, easements, tenements, hereditaments, appurtenances and accessions now or hereafter attached to or located on the premises subject to the Deed of Trust, which premises are described in detail on Exhibit B hereto.

(c) 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 Property or any part thereof under the power of eminent domain, either temporarily or permanently, (ii) any

0557R

taking of the Property 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 Property or part thereof (all the foregoing being hereinafter sometimes referred to collectively as the "Condemnation Award," or singularly a "Condemnation Award").

(d) The interest of the Debtor in any and all payments, proceeds, 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 Property or any portion thereof.

(e) The interest of the Debtor in all of rents, royalties, issues, profits, revenues, income and other benefits of the Property, or arising from the use or enjoyment of all or any portion thereof, or from any lease, franchise, contract right, right of action, general tangible or agreement pertaining thereto and right, title and interest of the Debtor in and to, and any remedies under, any an all leases and subleases of the Property, or any part thereof, both now in existence or hereafter entered into, and all contract rights, accounts receivable, and general intangibles growing out of or in connection with such lease 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.

(f) The interest of the Debtor in all sums on deposit from time to time in the Project Fund as that term is described in the Loan and Security Agreement dated as of December 31, 1984 between Anne Arundel County, Maryland and White Rocks Limited Partnership, a Maryland limited partnership.

EXHIBIT B

Description of the property being conveyed in fee simple lying and being in the Third election district of Anne Arundel County, Maryland, and described as follows:

BEGINNING for the same at a large iron pipe found at the end of the North 44 degrees 19 minutes West 81.25 foot line of the conveyances by Henry Kolb and wife to James P. Sanders by deed dated October 11, 1938, and recorded in Liber J.M.M. 191, folio 223, of the Land Records of Anne Arundel County, Maryland; thence running with the lines of said conveyance North 67 degrees 33 minutes East 16.7 feet to an iron pipe; thence running North 23 degrees 24 minutes West 643.16 feet to an iron pipe found on the shore line of Rock Creek; thence running with the shore line of Rock Creek the following 8 courses and distances; South 80 degrees 20 minutes West 128.12 feet, South 75 degrees 39 minutes West 342.35 feet, South 35 degrees 46 minutes West 128.5 feet, South 41 degrees 26 minutes East 39.6 feet, North 42 degrees 30 minutes East 101.5 feet, South 59 degrees 23 minutes East 49.2 feet, South 27 degrees 32 minutes East 81.5 feet, and South 19 degrees 51 minutes East 102.35 feet to a pipe on the shore line of said Creek, a corner boundary of Orion S. Meek; thence leaving the shore line of said Rock Creek and running with the lands of said Meek and others and with the outlines of the whole tract, South 52 degrees 14 minutes East 54.0 feet to a nail found in the base of a marked black gum tree; thence running South 48 degrees 30 minutes East 234.7 feet to an iron pipe now set; thence running South 46 degrees 50 minutes East 240.2 feet to an iron pipe now set; thence running South 43 degrees 45 minutes East 137.23 feet to an iron pipe now set on the Northwestern side of the County Road leading to "Tar Cove", thence leaving the outlines and running across the end of the road leading into Sanders Park, South 81 degrees 54 minutes East 53.25 feet to an iron pipe now set on the Northeastern side of said County Road, distant North 43 degrees 17 minutes West 25.0 feet from an iron pipe found at the beginning of the South 43 degrees 17 minutes East 690 foot line of the conveyance by James P. Sanders and wife to George L. Schnader by deed dated July 9, 1945, and recorded in Liber J.M.M. 333, folio 473, etc.; thence leaving said County Road and running with the Northwest side of the 25 foot private road mentioned in said deed by Sanders to Schnader, North 46 degrees 43 minutes East 162.63 feet to an iron pipe now set in the outlines of said conveyance by Kolb to Sanders; thence running with the outlines, North 38 degrees 33 minutes West 62.47 feet to an iron pipe and North 44 degrees 19 minutes West 81.25 feet to the place of beginning.

CONTAINING 6.78 acres, more or less, according to a survey and plat made by Edward Hall, III & Associates, Registered Land Surveyors, in July, 1953.

THE FOLLOWING described property is hereby being quitclaimed:

PARCEL I

BEGINNING for the same at an iron pipe found on the old shore line of Rock Creek; thence running North 80° 20' 00" West 128.12 feet, North 75° 39' West 342.35 feet, thence reversely along the bulkhead, North 66° 06' 21" East 460.54 feet to a point; thence South 23° 24' 00" East to the place of beginning.

PARCEL II

BEGINNING for the same at a point on the bulkhead, which point is the most northern point of the aforesaid North 75° 39' West 342.35 foot call, thence running along the said bulkhead South 66° 06' 21" West 130 feet to a point; thence leaving said bulkhead, South 41° 26' 00" approximately 71 feet to a point; thence along the old shore line of Rock Creek, North 35° 46' 00" East 128.50 feet to the place of beginning.

255074

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TO BE RECORDED IN THE
FINANCING STATEMENT
RECORDS OF THE STATE
DEPARTMENT OF ASSESS-
MENTS AND TAXATION AND
IN THE FINANCING STATE-
MENT RECORDS OF ANNE
ARUNDEL COUNTY, MARYLAND

NOT SUBJECT TO
RECORDATION TAX

FINANCING STATEMENT

1. Debtor: ANNE ARUNDEL COUNTY, MARYLAND
Address: Arundel Center, Calvert & Northwest Streets
Annapolis, Maryland 21401
Attention: Director of Administration
2. Secured Party: DAVID A. DESANTO, TRUSTEE
Address: c/o DeSanto Naftal, Inc.
8027 Leesburg Pike
Suite 303
Vienna, Virginia 22180
3. This Financing Statement covers the assignment by the Debtor to the Secured Party of the property listed on Exhibit A hereto.
4. Proceeds and products of the collateral described in paragraph 3 above are covered by the Financing Statement.

The Debtor has made the assignment of the above mentioned collateral pursuant to Resolution No. 70-84 of the County Council of Anne Arundel County, Maryland, approved by the County Executive on August 24, 1984, to secure payment of the principal of, and interest on, the Debtor's \$330,000 Anne Arundel County, Maryland Industrial Development Revenue Bonds (White Rocks Limited Partnership Project), which bonds do not constitute an indebtedness or charge against the general credit and taxing powers of the Debtor, and do not constitute or give rise to any pecuniary liability of the Debtor.

Debtor:

ANNE ARUNDEL COUNTY, MARYLAND

By Walter C. Chitwood (SEAL)
Walter C. Chitwood
County Controller

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1985 JAN -3 AM 10:24

E. AUBREY COLLISON
CLERK

MP

RECORDED
INDEXED
JAN 03 1985

2/10
10

0556R

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To The Filing Officer: After this statement has been recorded,
please mail the same to:

Edward L. Wender, Esquire
1800 Mercantile Bank and Trust Bldg.
2 Hopkins Plaza
Baltimore, Maryland 21201

Mailed to: _____

EXHIBIT A

(a) All of the Debtor's right, title and interest in and to and remedies under, including all moneys payable by the Borrower to the Debtor pursuant to, the Loan and Security Agreement dated as of December 31, 1984 between the Debtor and White Rocks Limited Partnership, a Maryland limited partnership (the "Borrower"), together with any and all modifications, alterations, amendments and supplements thereto (the "Loan Agreement"), including without limitation any and all security referred to therein, excepting only the right of the Debtor to indemnification by the Borrower and to payments for the Debtor for expenses incurred by the Debtor itself.

(b) All of the Debtor's right, title and interest in and to and remedies under, including all moneys payable by the Borrower to the Debtor pursuant to, a Note dated December 31, 1984 evidencing the loan made pursuant to the Loan Agreement (the "Note"), that certain Assignment of Rents dated December 31, 1984 further securing the payment of the Note and the obligations under the Loan Agreement and the Deed of Trust (hereinafter defined), that certain Individual Guaranty Agreement by Dennis C. Blaeuer dated as of December 31, 1984 (the "Individual Guaranty"), that certain Corporate Guaranty Agreement by Waterside, Inc. dated as of December 31, 1984 (the "Corporate Guaranty"), and such other documents, including (without limitation) mortgages, deeds of trust, guarantees, and security agreements securing or relating to the Loan or the bond, and all other revenues of the Debtor attributable to the financing of a certain Facility described in the Loan Agreement referred to above (the "Facility"), including (without limitation) any moneys realized from the sale of any security for the loan evidenced and secured by the Loan Agreement, the Individual Guaranty or the Corporate Guaranty; excluding, however, amounts paid by the Borrower to the Debtor, or for the account of the Debtor, to pay for, or reimburse the Debtor for, any expenses incurred by or on behalf of the Debtor in connection with the financing of the Facility, or for the purpose of indemnifying the Debtor under the terms and provisions of the Loan Agreement.

(c) All of the Debtor's right, title and interest in and to and remedies under the Deed of Trust and Security Agreement (the "Deed of Trust") dated as of December 31, 1984 by the Borrower, covering certain property located in Anne Arundel County, Maryland described on Exhibit B hereto, which Deed of Trust is recorded, or intended to be recorded, among the Land Records of Anne Arundel County, Maryland, together with any and all modifications, alterations, amendments and supplements thereto.

(d) All of the Debtor's right, title and interest in all moneys on deposit in the Project Fund as that term is described in the Loan Agreement.

(e) All right, title and interest in and to and remedies with respect to any and all other property of every description and nature from time to time hereafter by delivery or by writing of any kind conveyed, pledged, assigned or transferred, as or for additional security hereunder, by the Debtor

or by anyone on its behalf or with its written consent, to the Secured Party, which is hereby authorized to receive any and all such property at any and all times to hold and apply the same subject to the terms hereof.

EXHIBIT B

Description of the property being conveyed in fee simple lying and being in the Third election district of Anne Arundel County, Maryland, and described as follows:

BEGINNING for the same at a large iron pipe found at the end of the North 44 degrees 19 minutes West 81.25 foot line of the conveyances by Henry Kolb and wife to James P. Sanders by deed dated October 11, 1938, and recorded in Liber J.E.M. 191, folio 273, of the Land Records of Anne Arundel County, Maryland; thence running with the line of said conveyance North 67 degrees 33 minutes East 16.7 feet to an iron pipe; thence running North 23 degrees 24 minutes West 643.16 feet to an iron pipe found on the shore line of Rock Creek; thence running with the shore line of Rock Creek the following 8 courses and distances; South 80 degrees 20 minutes West 128.12 feet, South 75 degrees 39 minutes West 342.35 feet, South 35 degrees 46 minutes West 128.5 feet, South 41 degrees 26 minutes East 39.6 feet, North 42 degrees 30 minutes East 101.5 feet, South 59 degrees 23 minutes East 49.2 feet, South 27 degrees 32 minutes East 81.5 feet, and South 19 degrees 51 minutes East 102.35 feet to a pipe on the shore line of said Creek, a corner boundary of Orion S. Meek; thence leaving the shore line of said Rock Creek and running with the lands of said Meek and others and with the outlines of the whole tract. South 52 degrees 14 minutes East 54.0 feet to a nail found in the base of a marked black gum tree; thence running South 48 degrees 30 minutes East 234.7 feet to an iron pipe now set; thence running South 46 degrees 50 minutes East 240.2 feet to an iron pipe now set; thence running South 43 degrees 45 minutes East 137.23 feet to an iron pipe now set on the Northwestern side of the County Road leading to "Tar Cove", thence leaving the outlines and running across the end of the road leading into Sanders Park, South 81 degrees 54 minutes East 53.25 feet to an iron pipe now set on the Northeastern side of said County Road, distant North 43 degrees 17 minutes West 25.0 feet from an iron pipe found at the beginning of the South 43 degrees 17 minutes East 690 foot line of the conveyance by James P. Sanders and wife to George L. Schnader by deed dated July 9, 1945, and recorded in Liber J.E.M. 333, folio 473, etc.; thence leaving said County Road and running with the Northwest side of the 25 foot private road mentioned in said deed by Sanders to Schnader, North 46 degrees 43 minutes East 162.63 feet to an iron pipe now set in the outlines of said conveyance by Kolb to Sanders; thence running with the outlines, North 38 degrees 33 minutes West 62.47 feet to an iron pipe and North 44 degrees 19 minutes West 81.25 feet to the place of beginning.

CONTAINING 6.78 acres, more or less, according to a survey and plat made by Edward Hall, III & Associates, Registered Land Surveyors, in July, 1953.

THE FOLLOWING described property is hereby being quitclaimed:

PARCEL I

BEGINNING for the same at an iron pipe found on the old shore line of Rock Creek; thence running North 80° 20' 00" West 128.12 feet, North 75° 39' West 342.35 feet, thence reversely along the bulkhead, North 66° 06' 21" East 460.54 feet to a point; thence South 23° 24' 00" East to the place of beginning.

PARCEL II

BEGINNING for the same at a point on the bulkhead, which point is the most northern point of the aforesaid North 75° 39' West 342.35 foot call, thence running along the said bulkhead South 66° 06' 21" West 130 feet to a point; thence leaving said bulkhead, South 41° 26' 00" approximately 71 feet to a point; thence along the old shore line of Rock Creek, North 35° 46' 00" East 128.50 feet to the place of beginning.

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. Maturity date (if any): _____

1. Debtor(s) (Last Name First) and address(es)	2. Secured Party(ies) and address(es)	3. For Filing Officer (Date, Time, Number, and Filing Office)
J. R. Barton Inc. 133 Defense Highway Annapolis, Maryland 21401	Farmers National Bank of Maryland 5 Church Circle Annapolis, Md. 21401	
_____	_____	_____
_____	_____	_____
_____	_____	_____

FILING CLERK

This statement refers to original Financing Statement No. Liber 413 Folio 548 File 227702

Dated 29 August, 19 79.

E. AUBREY COLLISON
CLERK

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:

All tangible personal property including but not limited to machinery, equipment, furniture, fixtures, inventory, work-in-process, and motor vehicles; accounts receivable, bank accounts, contract rights and other choses in action; intangibles; and all property of debtor

D. Other.

Maryland National Bank
Church Circle
Annapolis, Md. 21401

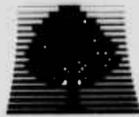
Farmers National Bank of Maryland
BY: Margaret A. Bacon
(Signature of Secured Party)

Mailed to: _____

Dated: 20 December, 19 84.

RECORDED FEE 10.00
POSTAGE .50
#12481 1085 102 112:02
JAN 13 85

1 100/10



MARYLAND NATIONAL BANK

We want you to grow.™

255075

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) J. R. Barton, Inc. Address(es) 2061 Generals Highway, Annapolis, Maryland 21401

6. Secured Party Maryland National Bank Address Church Circle, Annapolis, Maryland 21401
 Attention: Richard Shenos

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.

R. Barton, Inc.
 By Walter D. Elling (Seal) President
 _____ (Seal)
 _____ (Seal)
 _____ (Seal)

Secured Party
 Maryland National Bank
Richard J. Shenos (Seal)
 Richard Shenos
 Vice President
 Type name and title

1985 JAN -3 PM 12:07
 E. AUBREY COLLISON
 CLERK

11-00
 50
 11-00
 50
 11-00
 50
 11-00
 50

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

1/10
 [Signature]

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax
 Subject to Recordation Tax; Principal
Amount is \$ 70,500.00

To be Recorded in Land Records (For Fixtures Only).

<u>Name of Debtor</u>	<u>Address</u>
First United Pentecostal Church of Annapolis, MD, Inc D.B.A. Antioch, The Apostolic Church	1535 Ritchie Highway Arnold, Maryland 21012

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

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

All computer equipment (including software) and video equipment now owned and all computer and video equipment hereafter acquired by Borrower and all proceeds (cash and non-cash) of such equipment

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.

RECEIVED FOR RECORD
CIRCUIT COURT, BAL. COUNTY
1985 JAN -3 PM 1:23
E. AUBREY COLLISON
CLERK
KD

RECORD FEE 12.00
RECORD TAX 400.00
POSTAGE .50
JAN 03 1985

Debtor (or Assignor)

Secured Party (or Assignee)

Chester M. Wright
Chester M. Wright, President and Chairman
of the Board of Trustees

FARMERS NATIONAL
BANK OF MARYLAND

BY *Luan Coker*

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

Mailed to Secured Party

12-
493 5/10

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): 2. Secured Party(ies) Name(s) and Address(es) 3. The Debtor is a transmitting utility. 4 For Filing Officer: Date, Time, No. Filing Office

Forensic Technologies International Corporation
2021 Research Drive
Annapolis, MD 21401

Columbus National Leasing Corporation
2570 Baird Road
Penfield, NY 14526

RECORD FEE 10.00
POSTAGE 1.00
STAMP D57 100 71409
JAN 03 85

The items described in Schedule "A" which is annexed hereto and made a part hereof. The aforesaid items are being leased by Columbus National Leasing as Lessor to Debtor as Lessee under a certain true lease agreement. The parties hereto acknowledge and agree that it is their intent that such lease agreement be and is a true lease agreement and that this filing shall not be used as evidence to the opposite.

6. Assignee(s) of Secured Party and Address(es)
M & T Bank
1100 Wehrle Drive
Buffalo, NY 14240

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 Below)

8. Describe the 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)
 under a security agreement signed by debtor authorizing secured party to file this statement, or
 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 the state, or when the debtor's location was changed to this state.

Forensic Technologies International Corporation
SIGN *Joseph R. Reynolds, Jr.*
By Joseph R. Reynolds, Jr.
Signature(s) of Debtor(s)
(1) Filing Officer Copy-Numerical (5/82)

Columbus National Leasing Corporation
Kenneth A. Glasgow
By Kenneth A. Glasgow, President
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1 - Approved by Secretary of State of New York

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, N.Y. COUNTY
1985 JAN -3 PM 2:13
E. AUBREY COLLISON
CLERK

13-50

BOOK - 481 PAGE 170

INITIAL JKR

SCHEDULE "A"

Quantity	Catalog No.	Description
1 ea.	AD-2304-00	Drawer-Base Cabinet
1 ea.	AA-3622-1A	36" Apron
1 ea.	AE-2404-00	Drawer-Cupboard Cabinet
1 ea.	KL-85A	Knee Space Filler Panel
2 ea.	AR-2431-OT	Kemresin Top
1 ea.	AR-3631-OT	Kemresin Top
2 ea.	K-0012-OA	Kemstrut
1 ea.	KL-0323-1A	Filler Panel
1 ea.	F-0862-04	Base Molding
3 ea.	F-1368	Corner Clip
1 ea.	#0491-00	Cupsink
2 ea.	AD-2304-00	Drawer-Base Cabinet
1 ea.	AE-2436-00	Drawer-Cupboard Cabinet
2 ea.	AG-2149-00	Corner Base Cabinet
4 ea.	AW-1106-00	Wall Cabinet
2 ea.	AR-3631-OT	Kemresin Top
2 ea.	AR-2431-OT	Kemresin Top
1 ea.	AR-4040-CT	Corner Top
1 ea.	AR-2904-RC	Right Hand Curb
1 ea.	AR-2904-LC	Left Hand Curb
2 ea.	KM-0038-AD	Shelf Bracket
2 ea.	KF-0170-04	Support
2 ea.	AS-4812-WS	Wall Shelf
4 ea.	K-0012-OA	Kemstrut
3 ea.	F-0862-04	Base Molding
1 ea.	AA-3622-1A	Apron
1 ea.	KL-85A	Knee Space Filler
1 ea.	AR-4040-SC	Corner Sink Top
1 ea.	1021-00	Corner Sink
1 ea.	W-0340	Hot & Cold Faucet
1 ea.	W-520	Gooseneck Swivel
1 ea.	0482-00	Sink Outlet
2 ea.	F-1368	Corner Clip
3 ea.	0581-08	DBL Face Pedestal Electric
1 ea.	W-0340	Hot & Cold Faucet
1 ea.	W-520	Gooseneck Swivel
2 ea.	AL-4808-OS	Service Ledge Assembly
1 ea.	AL-0079-ES	Cap Filler
1 ea.	KL-0323-1A	Filler Panel
2 ea.	AG-2086-00	Fume Hood Base Cabinet
1 ea.	5-0116-A4	Kemresin Fume Hood Work Top
1 ea.	AD-2326-00	Drawer Base Cabinet
1 ea.	AG-2008-00	Sink Base Cabinet
1 ea.	AE-2416-00	Drawer & Cupboard Base Cabinet
1 ea.	AE-2436-00	Drawer & Cupboard Base Cabinet

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PAGE TWO OF TWO

INITIAL JRR

SCHEDULE "A"

Quantity	Catalog No.	Description
3 ea.	AW-1106-00	36" Wall Cabinet
1 ea.	AW-1108-00	48" Wall Cabinet
1 ea.	W-0933	Eyewash
3 ea.	AR-3631-OT	Kemresin Top
1 ea.	AR-4831-SC	Kemresin Sink Top
1 ea.	1005-00	Kemresin Sink
1 ea.	0482-00	Sink Outlet
1 ea.	W-0340	Hot & Cold Faucet
5 ea.	F-0862	Base Molding
1 ea.	F-1368	Clip
1 ea.	KL-0323-1A	Filler Panel
4 ea.	K-0012-0A	Kemstrut
1 ea.	AR-2904-RC	Right Hand Curb
1 ea.	W-520	Gooseneck Swivel

. . . END . . .

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$67,000.....
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

EDWIN A. & JOHN O. CRANDELL, INC.

715 Crandell Rd.
West River, MD 20778

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

- 1. This Financing Statement covers the following types (or items) of property (the collateral):
1 - new 1985 Caterpillar Track Loader Model 953LGP
Serial # 05200789

RECORD FEE 11.00
RECORD TAX 469.00
POSTAGE .50
#08405 0040 R01 116-18
JAN 03 85

- 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)

Edwin A. & John O. Crandell, Inc.
John O. Crandell
John O. Crandell, Sr., President

FARMERS NATIONAL BANK OF MARYLAND

BY *Twaun D. Oakes*
Twaun D. Oakes

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, S.A. COUNTY

1985 JAN -3 PM 4:23

KP

E. AUBREY COLLISON
CLERK

11.00
469.00
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 records-
tion 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 Jeffrey, Bernard E. T/A Jeffrey's Trash Service
Address 108 Maple Avenue, Glen Burnie, Maryland 21061

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, 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)

Assignee of Secured Party
Credit Alliance Corporation
P.O. Box 1680
Glen Burnie, Maryland 21061

34.00
.50

"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."

#08449 0345 R01 710:35

JAN 04 85

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)

Jeffrey, Bernard E. T/A Jeffrey's Trash Service

x Bernard E. Jeffrey
(Signature of Debtor)

Bernard E. Jeffrey

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

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
1985 JAN -4 AM 10:59
E. AUBREY COLLISON
CLERK

34.00
.50

ASSIGNMENT

BOOK - 481 PAGE 174

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 November 30, 1984,

between Beltway International Trucks, Inc., as Seller/Lessor/Mortgagee

and Bernard E. Jeffrey T/A Jeffrey's Trash Service 108 Maple Avenue, Glen Burnie, MD 21061
(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 \$ 95,485.80 IN WITNESS WHEREOF, we have hereunto set our hand and seal this 30th day of November, 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.)

CONDITIONAL SALE CONTRACT NOTE

TO: Beltway International Trucks, Inc. FROM: Bernard E. Jeffrey T/A Jeffrey's Trash Service
1800 Sulphur Spring Rd. Baltimore, MD 21227 108 Maple Avenue, Glen Burnie, MD 21061

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) New 1985 International Harvester Model F1954 Cab and Chasses, 12,000lb. Front Axle, 40,000lb. rear axle, 13 speed fuller transmission, DT466 Diesel Engine w/leach Model 2R 25yd. packer, Chassis S/N IHTLKTVROFHA18689

Table with 2 columns: Description and Amount. (1) TIME SALES PRICE \$ 104,829.80; (2) Less DOWN PAYMENT IN CASH \$ 2,600.00; (3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ 6,744.00; (4) CONTRACT PRICE (Time Balance) \$ 95,485.80

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 108 Maple Avenue, Glen Burnie, MD 21061

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 Ninety five thousand four hundred eighty five and 80/100***** Dollars (\$ 95,485.80)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 1st day of January, 19 85, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ 1,591.43 and the final installment being in the amount of \$ 1,591.43

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 dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws.

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. 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: November 30 19 84

BUYER(S)-MAKERS(S):
Accepted Beltway International Trucks, Inc. (SEAL) Bernard E. Jeffrey T/A Jeffrey's Trash Service (SEAL)

By: [Signature] (Witness as to Buyer's and Co-Maker's Signature)

By: X Bernard E Jeffrey (SEAL)
Co-Buyer-Maker: (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 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 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
 By: _____ }
 (Witness) (Signature: Title of Officer, "Partner" or "Proprietor")

BOOK - 481 PAGE 177

255097

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 Chip Leasing, Inc.

Address 1572 Annapolis Road, P.O. Box B, Odenton, Maryland 21113

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, 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."

ASSIGNEE OF SECURED PARTY

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)

Chip Leasing, Inc.

Loni Margaret Sann, Owner
(Signature of Debtor)

Loni Margaret Sann, Owner
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
#08450 0345 ROL 110:34
JAN 04 85

RECEIVED BY RECORDS
CIRCUIT COURT
BALTIMORE COUNTY

1985 JAN -4 AM 10:39

E. AUBREY COLLISON
CLERK

ASSIGNMENT

BOOK - 481 PAGE 178

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 December 7, 1984

between Beltway International Trucks, Inc., as Seller/Lessor/Mortgagee and Chip Leasing, Inc., 1572 Annapolis Road, P.O. Box B, Odenton, Maryland 21113

(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 \$ 83,232.00
IN WITNESS WHEREOF, we have hereunto set our hand and seal this 7th day of December, 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 481 PAGE 179
CONDITIONAL SALE CONTRACT NOTE

TO: Beltway International Trucks, Inc. FROM: Chip Leasing, Inc.
(Seller) (Buyer)
1800 Sulphur Spring Road, Baltimore, MD 21227 P.O. Box B,
1572 Annapolis Road, Odenton, MD 21113
(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) 1985 New International Harvester Tractor, Model COF9670, S/N 1HSRDJWR3FHB15168

- (1) TIME SALES PRICE \$ 94,732.00
- (2) Less DOWN PAYMENT IN CASH \$ -0-
- (3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ 11,500.00
- (4) CONTRACT PRICE (Time Balance) \$ 83,232.00

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: Odenton, Maryland

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 assigner 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 Eighty three thousand two hundred thirty two and 00/100***** Dollars (\$ 83,232.00)

being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 13th day of January, 19 85, and continuing on the same date each month thereafter until paid; the first 47 installments each bring in the amount of \$ 1,734.00 and the final installment bring in the amount of \$ 1,734.00

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, appraisalment 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 assigner/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)-MAKER(S):

Date: December 7 19 84

Accepted Beltway International Trucks, Inc. (SEAL)
(Print Name of Seller Here)

Chip Leasing, Inc. (SEAL)
(Print Name of Buyer-Maker Here)

By: [Signature]
(Witness as to Buyer's and Co-Maker's Signature)

By: [Signature] (SEAL)
Co-Buyer-Maker:
(Print Name of Co-Buyer-Maker Here)

By: _____
(Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by _____

STATE OF MARYLAND

255098

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 Trans-American Leasing Corporation

Address The Steffey Bldg. Ste. 200B, 407 Crain Hwy., Glen Burnie, Md. 21061

2. SECURED PARTY

Name Batlimore Federal Financial, F.S.A.

Address Fayette & St. Paul Streets, Box 116

Baltimore, MD 21203

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 September 25, 1984, Schedule 03, dated December 4, 1984 between Assignor as Lessor and Garland Gehrke Trucking, Inc. 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:

- 5 (five) 1985 Kenworth Model K100E Engine 3406B Caterpillar RT12609 - 9 speed transmission
- S/N's 1XKEDB9X2FK364503 1XKEDB9X2FK364511
- 1XKEDB9X4FK364509 1XKEDB9X4FK364512
- 1XKEDB9X0FK364510

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 to be affixed to: (describe real estate)

RECORD FEE 11.00
POSTAGE
#08465 C345 R01 110:48
JAN 04 85

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

1985 JAN -4 AM 11:00
RECEIVED
ANNE ARUNDEL COUNTY
CLERK
E. ARDREY COLLISON

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III
(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

BALTIMORE FEDERAL FINANCIAL, F.S.A.

John J. Stamerro
(Signature of Secured Party)

(Signature of Secured Party)

John J. Stamerro, V.P.

Type or Print Above Signature on Above Line

Mailed to Secured Party

Filed with Anne Arundel County

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. \$ N/A

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

This financing statement Dated December 5, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Robert Rawlinson
Address 1439 Gilbert Road Arnold, Maryland 21012

2. SECURED PARTY

Name John Deere Company
Address P.O. Box 4949 Syracuse, New York 13221

RECORD FEE 11.00
POSTAGE .50
#00468 C345 R01 T10:53
JAN 04 85

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

3. Maturity date of obligation (if any) June 1, 1989

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

- 1 New John Deere 430 Diesel Lawn & Garden Tractor Ser#Moo430X286604
- 1 New John Deere Material Collection System
- 1 New John Deere 60 Mid Mower
- 1 New John Deere 54 Front Blade
- Chains, 3 pt. Hitch

1985 JAN -4 AM 11:00
RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
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)

Robert Rawlinson
(Signature of Debtor)

Robert Rawlinson
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

A.J. Kirsch
(Signature of Secured Party)

A.J. Kirsch, Div. Mgr.

Type or Print Above Signature on Above Line

Mailed to Secured Party

11-10
JR

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 801-7 Ed. 1/69

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. 241725 recorded in
Liber 447, Folio 413&414 on 3/10/82 (Date).

1. DEBTOR(S):

Name(s) The Monumental Title Company
Address(es) 650 Ritchie Highway, Severna Park, Md. 21146

2. SECURED PARTY:

Name Maryland National Bank
Address P. O. Box 100, 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.

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY

1985 JAN -4 AM 11:31
E. AUBREY COLLISON
CLERK

9. SIGNATURES.

SECURED PARTY

Maryland National Bank
By *Joseph A. Reed*
Joseph A. Reed
Assistant Vice President
(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.

RECORDED
FEE
JAN 14 1985

Mailed to Secured Party

1000
52

FINANCING STATEMENT

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

1. NAME AND ADDRESS OF DEBTOR:

Dunkin' Donuts of America, Inc., T/A Dunkin' Donuts of Brooklyn Park
5601 Ritchie Highway, Brooklyn Park, Maryland 21225

2. NAME AND ADDRESS OF SECURED PARTY:

First National Bank of Maryland
P. O. Box 1596, Baltimore, MD 21203

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 \$~~ This transaction represents assumption of existing debt on which recordation tax has already been paid.

DEBTOR:

DUNKIN' DONUTS OF AMERICA, INC.,
T/A Dunkin' Donuts of Brooklyn Park

BY Richard N. Hart, Jr. (SEAL)
RICHARD N. HART, JR., Vice President/Treasurer

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1985 JAN -4 PM 1:43
E. AUBREY COLLISON
CLERK

AFTER RECORDATION RETURN TO:

Richard C. Nettles
Senior Regional Loan Officer
First National Bank of Maryland
83 Forest Plaza
Annapolis, MD 21401

Mailed to: _____

12⁰⁰/₅₀

FINANCING STATEMENT

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

1. NAME AND ADDRESS OF DEBTOR:

Dunkin' Donuts of America, Inc., T/A Dunkin' Donuts of Brooklyn Park
5601 Ritchie Highway, Brooklyn Park, Maryland 21225

2. NAME AND ADDRESS OF SECURED PARTY:

First National Bank of Maryland
P. O. Box 1596, Baltimore, MD 21203

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 \$~~ This transaction represents assumption of existing debt on which recordation tax has already been paid.

DEBTOR:

DUNKIN' DONUTS OF AMERICA, INC.,
T/A Dunkin' Donuts of Brooklyn Park

BY Richard N. Hart, Jr. (SEAL)
RICHARD N. HART, JR., Vice President/Treasurer

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1985 JAN -4 PM 1:43
E. AUBREY COLLISON
CLERK

AFTER RECORDATION RETURN TO:

Richard C. Nettles
Senior Regional Loan Officer
First National Bank of Maryland
83 Forest Plaza
Annapolis, MD 21401

Mailed to: _____

12⁰⁰/₅₀

Circuit Court for Anne Arundel County - Financing Statement Records

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 429 FOLIO 245 ON 9/17/80 (DATE)

1. DEBTOR

Name Paul M. Pearson
Address Church Circle, Annapolis, MD 21401

RECORD FEE 10.00
POSTAGE .50
#08512 0040 R01 114:53
JAN 04 85

2. SECURED PARTY

Name J. Thorpe Staylor, as trustee for the persons shown on Schedule I
Address Corporate Trust Department
Maryland National Bank, 10 Light 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) N/A

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<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.	<input checked="" 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: *
	<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:	<input type="checkbox"/> D. Other: (Indicate whether amendment, termination, etc.)
	*Secured Party was granted a lien on Debtor's interests in The Maryland Inn Partnership (the "Collateral"). The Collateral was exchanged for 6.162% General Partnership Interest in Historic Inns of Annapolis Limited Partnership, a Maryland limited partnership ("HIA"). Secured Party is hereby releasing and terminating its security interest in the .506% interest of the Collateral transferred by Debtor to John Russell Deane III and Judith S. Deane, but retains its security interest in the balance of the Collateral, as it may exist from time to time.	

Dated January 15, 1984

AFTER RECORDATION, RETURN TO:
Ann Clary Graham, Esq.
Shapiro and Olander
2000 Charles Center South
36 S. Charles St.
Baltimore, MD 21201

(Signature of Secured Party)

J. Thorpe Staylor, Trustee
Type or Print Above Name on Above Line

Mailed to: _____

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 JAN -4 PM 2:56

E. AUBREY COLLISON
CLERK

SCHEDULE 1

Bruce A. Breiding	Charles Breed
Donald F. Nalley	Lucille B. Graham
James Mazure	Peggy B. Morin
Robert A. Collier	Richard W. Morin
W. Pierce Ellis	Robert B. Owen
Madelon P. Ellis	Elizabeth Schmeltzer
Charles A. Fowler, III	Henry Schmeltzer
Frank D. Brenchley	
John E. K. Wisner	
Frank G. Wisner	
Philip J. Martini	
Dorothy Denz	
Dorothy McGuire, for estate of Ollie R. McGuire	
Louise C. Aptaker	

The above are Beneficiaries of a security interest in certain general partnership interest in Historic Inns of Annapolis Limited Partnership granted by Paul M. Pearson, Debtor to J. Thorpe Staylor as Trustee.

To be recorded: ~~among Land Records of Anne Arundel County;~~
in Financing Statement Records of Anne
Arundel County;
~~with State Department of Assessments and
Taxation~~

Not subject to recordation tax: Principal amount is
\$720,000

FINANCING STATEMENT

- | | |
|--|---|
| 1. Debtor: | Address of Debtor: |
| ANNE ARUNDEL COUNTY,
MARYLAND | Arundel Center
Calvert and Northwest Streets
Annapolis, Maryland 21401
Attention: County Executive |
| | 11.00
.50
JAN 04 85 |
| 2. Secured Party: | Address of Secured Party: |
| MERCANTILE-SAFE DEPOSIT,
AND TRUST COMPANY, a Mary-
land banking corporation | Two Hopkins Plaza
Baltimore, Maryland 21201
Attn: Ronald D. Meltam,
Vice President |

3. This Financing Statement covers all of the Debtor's
right, title and interest in and to the following:

3.1. A Loan Agreement of even date herewith, by
and between the Debtor and New Ridge Limited Partnership,
a limited partnership organized and existing under the law
of Maryland (hereinafter referred to as "the Borrower"),
together with any and all amendments and supplements
thereto (hereinafter referred to as "the Loan Agreement"),
and any and all security referred to therein.

3.2. All monies payable by the Borrower to the
Debtor pursuant to the provisions of the Loan Agreement
and all other revenues of the Debtor attributable to the
financing of a certain industrial building located in Anne
Arundel County, Maryland pursuant to the provisions of
Article 41, Sections 266A - 266-I, inclusive, of the
Annotated Code of Maryland, (hereinafter referred to as
"the Act"), including, by way of example, rather than of
limitation, any monies realized from the sale of any
security for the loan evidenced and secured by the Loan
Agreement.

3.3. An Assignment of Leases of even date here-
with, by and between the Borrower and the Debtor, together
with any and all amendments and supplements thereto.

1985 JAN -4 PM 3:11
E. AUERREY COLLISON
CLERK

RECEIVED
CIRCUIT COURT, ANNE ARUNDEL COUNTY

KS

11.00
25

3.4. All monies which are at any time on deposit in the Project Fund (as that term is defined by the provisions of the Loan Agreement).

4. This Financing Statement gives notice of and perfects the security interests granted by the Debtor to, or for the benefit of, the Secured Party under the provisions of an Assignment and Security Agreement of even date by and among the Debtor, the Secured Party and the Secured Party, as Trustee, securing the Debtor's Anne Arundel County, Maryland, Industrial Development Revenue Bonds (New Ridge Limited Partnership Project) 1984 Series A dated as of December 1, 1984 (hereinafter referred to as "the Bond"), issued pursuant to the provisions of the Act. The Bond does not constitute an indebtedness or charge against the Issuer's general credit or taxing powers, and does not constitute or give rise to any pecuniary liability of the Issuer.

5. Proceeds of collateral and accessions are covered hereunder.

6. The Issuer has reserved its right to indemnification under the Assignment.

Debtor:

ANNE ARUNDEL COUNTY,
MARYLAND

by Marita Brown (SEAL)
Marita Brown
Budget Officer

Mr. Clerk: Please return to:

Anilkumar J. Hoffberg, Esquire
Frank, Bernstein, Conaway &
Goldman
300 East Lombard Street
Baltimore, Maryland 21202

2314e

Mailed to: _____

BC-2522

BOOK - 481 PAGE 189

255103

To be recorded: ~~among Land Records of Anne Arundel County;~~
in Financing Statement Records of Anne
Arundel County;
~~with State Department of Assessments and
Taxation.~~

Not subject to recordation tax: Principal amount is
\$720,000

FINANCING STATEMENT

- | | |
|---|--|
| 1. Debtor: | Address of Debtor: |
| NEW RIDGE LIMITED
PARTNERSHIP, a limited
partnership organized and
existing under the law of
Maryland | 6310 Frankford Avenue
Baltimore, Maryland 21206
Attn: Thomas F. Obrecht |
| 2. Secured Party: | Address of Secured Party: |
| ANNE ARUNDEL COUNTY,
MARYLAND (hereinafter
referred to as "the
Issuer"); and | Arundel Center
Calvert and Northwest Streets
Annapolis, Maryland 21401
Attn: County Executive |
| 3. Assignee: | Address of Assignee: |
| MERCANTILE-SAFE DEPOSIT
AND TRUST COMPANY, a
Maryland banking corpo-
ration | Two Hopkins Plaza
Baltimore, Maryland 21201
Attn: Ronald D. Mettam,
Vice President |

RECORDED FEE 18.00
POSTAGE .50
#08516 C345 R01 T14:55
JAN 04 85

4. This Financing Statement covers all of the Debtor's
right, title and interest in and to the following:

4.1. All equipment, machinery, apparatus, fit-
tings, building materials and other articles of tangible
personal property of every kind and nature whatsoever, now
or hereafter located in or upon any interest or estate in
any or all of the Land (as that term is hereinafter de-
fined) or the improvements thereon (the Land and any
improvements now or at any time hereafter thereon being
hereinafter referred to collectively as "the Real Prop-
erty"), and used or usable in connection with any present
or future operation of the land and now owned or hereafter
acquired by the Debtor,

4.1.1. including, by way of example rather
than of limitation, all heating, lighting, incinerating
and power equipment, engines, pipes, tanks, motors, con-
duits, switchboards, plumbing, lifting, cleaning, fire

10.10
B

E. AUBREY COLLISON
CLERK

1985 JAN -4 PM 3:11

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY



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 all other equipment installed or to be installed or used or usable in connection with any present or future use or operation of the Real Property; but

4.1.2. excluding (a) inventory and work in process, and (b) consumable goods, trade fixtures or other personal property owned by any tenant occupying and or all of the Real Property.

5. This Financing Statement gives notice of and perfects

5.1. the security interests granted or to be granted by the Debtor to, or for the benefit of the Issuer under the provisions of (a) a Deed of Trust given by the Debtor to Bruce T. Hughes and Ronald D. Mettam, trustees, and recorded among the Land Records of Anne Arundel County, Maryland, securing a debt owed by the Debtor to the Issuer (hereinafter referred to as "the Deed of Trust"), (b) a Loan Agreement of even date herewith by and between the Issuer and the Debtor (hereinafter referred to as "the Loan Agreement"), evidencing a loan made by the Issuer to the Debtor (hereinafter referred to as "the Loan") pursuant to the provisions of the Loan Agreement, and (c) an Assignment of Leases of even date herewith, from the Borrower to the Issuer,

Such security interests have been assigned by the Issuer to the Assignee under and pursuant to an Assignment and Security Agreement of even date herewith by and among the Issuer, the Assignee and the Trustee, entered into as security for the Issuer's Anne Arundel County, Maryland, Industrial Development Revenue Bonds (New Ridge Limited Partnership Project) 1984 Series A dated as of December 1, 1984 (hereinafter referred to as "the Bond"), issued pursuant to the provisions of Article 41, sections 266A - 266-I, inclusive, of the Annotated Code of Maryland, which Bond does not and shall never constitute an indebtedness or charge against the Issuer's general credit or taxing powers, and do not constitute or give rise to any pecuniary liability of the Issuer.

6. All monies which are at any time on deposit in the Project Fund (as that term is defined in a Loan Agreement by and between the Secured Party and the Debtor).

7. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

8. The Issuer has reserved its rights to indemnification under the Assignment.

Debtor:

NEW RIDGE LIMITED PARTNERSHIP,
a limited partnership
organized and existing under
the law of Maryland,

Secured Party and
Assignor:

ANNE ARUNDEL COUNTY, MARYLAND

by Marita B. Brown (SEAL)
Marita Brown
Budget Officer

By: P. FRED'K OBRECHT MANAGEMENT
CO.

- Issuer -

By: [Signature] (SEAL)
General Partner

- Borrower -

Mr. Clerk: Please return to:

Anilkumar J. Hoffberg, Esquire
Frank, Bernstein, Conaway &
Goldman
300 East Lombard Street
Baltimore, Maryland 21202

2311e

Mailed to: _____

BOOK - 481 PAGE 192

EXHIBIT A

Description of the Land

ALL OF THAT LAND, situate and lying in Anne Arundel County, Maryland, which is described as follows:

BEING KNOWN AND DESIGNATED as Lot No. 4, as shown on a Plat entitled, "MYTYCH PROPERTIES", which Plat is recored among the Land Records of Anne Arundel County in Plat Book 92 folio 35.

To be recorded:

- ✓ (1) in the Financing Statement Records of Anne Arundel County;
- ~~(2) in the Land Records of Anne Arundel County~~
- ~~(3) with State Department of Assessments and Taxation~~

Not subject to recordation tax: Principal amount is \$780,000.00

SUPPLEMENTAL FINANCING STATEMENT

This Supplemental Financing Statement is in addition to and supplemented to a Financing Statement recorded:

RECORD FEE 26.00
 POSTAGE .50
 JAN 04 85 11:56

- (1) in the Financing Statement Records of Anne Arundel County;
- (2) in the Land Records of Anne Arundel County
- (3) with State Department of Assessments and Taxation

E. AUBREY COLLISON
CLERK

1985 JAN -4 PM 3:11

RECEIVED FROM RECORDS
CLERK ANNE ARUNDEL COUNTY

Debtor:

NEW RIDGE LIMITED PARTNER-SHIP, A general partnership organized and existing under the law of Maryland

Addresses of Debtor:

6310 Frankford Avenue
Baltimore, Maryland 21206
Attention: Paul F. Obrecht

2. Secured Party and Assignor:

ANNE ARUNDEL COUNTY, MARYLAND, (hereinafter referred to as "the Issuer"); and

Addresses of all Secured Parties:

Arundel Center
Annapolis, Maryland 21404
Attention: O. James Lighthizer,
County Executive

3. Assignee:

MERCANTILE-SAFE DEPOSIT AND TRUST, COMPANY, a Maryland banking corporation (hereinafter referred to as "the Bank")

Address of Assignee:

Two Hopkins Plaza
Baltimore, Maryland 21201
Attention: Ronald D. Mettam,
Vice President

26.10
56

4. This Financing Statement covers all of the Debtor's right, title and interest in and to the following:

4.1. All equipment, machinery, apparatus, fittings, building materials and other articles of tangible personal property of every kind and nature whatsoever, now or hereafter located in or upon any interest or estate in any or all of the Land (as that term is hereinafter defined) or the improvements thereon (the Land and any improvements now or at any time hereafter thereon being hereinafter referred to collectively as "the Real Property"), and used or usable in connection with any present or future operation of the land and now owned or hereafter acquired by the Debtor,

4.1.1. including, by way of example rather than of limitation, 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 all other equipment installed or to be installed or used or usable in connection with any present or future use or operation of the Real Property;

4.1.2. excluding (a) inventory and work in process, and (b) consumable goods, trade fixtures or other personal property owned by any tenant occupying any or all of the Real Property.

4.2. All of the Debtor's present and future accounts, contract rights, general intangibles, chattel paper, documents, warranty rights and instruments.

4.3. 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 (a) any temporary or permanent taking of any or all of the Real Property under

the power of eminent domain, (b) any change or alteration of the grade of any street, and (c) any other injury or damage to, or decrease in value of, any or all of the Real Property.

4.4. Any and all payments, proceeds, 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 any portion thereof, or any or all of the other property described in this Financing Statement.

4.5. Any and all rents, royalties, issues, profits, revenues, income and other benefits of the Real Property, or arising from the use or enjoyment of any or all thereof, or from any lease or agreement pertaining thereto, and all right, title and interest of the Debtor in and to, and remedies under, all contract rights, accounts receivable and general intangible growing out of or in connection with any and all leases of any or all of the Real Property, and of any or all of the other property described in this Financing Statement, both now in existence or hereafter entered into, together with all proceeds (cash and non-cash) thereof; and including, without limitation, all cash or securities deposited thereunder to secure performance by the tenants 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 before the expiration of such terms.

4.5. Any and all leases and subleases, and any and all remedies hereunder which may have been heretofore executed or which may be hereafter executed in connection with, or for, the use and occupation of any or all of the Real Property, and any and all extensions or renewals thereof, and any and all supplements and modifications thereto.

5. This Financing Statement gives notice of and perfects the security interests granted by the Debtor to, or for the benefit of the Issuer under the provisions of (a) a Deed of Trust dated as of December 1, 1983 and given by the Debtor to Bruce T. Hughes and Ronald D. Mettam, trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing a debt owed by the Debtor to the Issuer (hereinafter referred to as "the Deed of Trust"), as supplemented by a Supplemental Deed of Trust dated as of December 1, 1984 (b) a Consolidated and Supplemental Financing Agreement dated as of

December 1, 1984 by and among, inter alia, the Borrower, the Bank, and the Issuer (the "Consolidated Financing Agreement").

6. Proceeds and products of collateral, accessions and after-acquired property are covered hereunder.

7. The Land consists of all of that land, situate and lying in Anne Arundel County, which is described Exhibit A hereto.

8. Such security interests have been assigned by the Issuer to the Assignee under and pursuant to the Consolidated Agreement of even date herewith by and among the Issuer, the Assignee and the Assignee, as Trustee, entered into as additional security for the Issuer's Anne Arundel County, Maryland, Industrial Development Revenue Bond (New Ridge Limited Partnership Project) 1984 Series B, of even date herewith (hereinafter referred to as "the Bond"), issued pursuant to the provisions of Article 41, Sections 266A-266-I, inclusive of the Annotated Code of Maryland which Bonds do not constitute an indebtedness or charge against the Issuer's general credit or taxing powers, and do not constitute or give rise to any pecuniary liability of the Issuer.

9. Excepting and reserving the rights of the Issuer to indemnification under the Consolidated Financing Agreement.

10. Nothing contained herein shall in any manner be construed to limit, modify, release or terminate any other financing statement that heretofore may have been executed by the Borrower or the Issuer.

Debtor:

NEW RIDGE LIMITED PARTNERSHIP,
a Limited partnership organized
and existing under the law of
of Maryland,

Secured Party and Assignor:

ANNE ARUNDEL COUNTY, MARYLAND

by Marita Brown (SEAL)
Marita Brown
Budget Officer

By: P. FRED'K OBRECHT MANAGEMENT CO.

by [Signature] (SEAL)
General Partner

BOOK - 481 PAGE 197

Mr. Clerk: Please return to:

Anilkumar J. Hoffberg, Esquire
Frank, Bernstein, Conaway
& Goldman
300 E. Lombard Street
Baltimore, Maryland 21202

1684e

Mailed to: _____

EXHIBIT A

Description of the Land

ALL OF THAT LAND, situate and lying in Anne Arundel County, Maryland, which is described as follows:

BEING KNOWN AND DESIGNATED as Lot No. 3, as shown on a Plat entitled, "MYTYCH PROPERTIES", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 92 folio 32.

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

Triangle Tobacco Warehouse

P.O. Box 479
Upper Marlboro, Md. 20870

Secured Party

Address

RECORD FEE 11.00
POSTAGE .50
#08525 0040 R01 T15:32

~~Assignor~~

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

JAN 04 85

Attach separate list if necessary

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

All accounts now owned and all accounts hereafter acquired by Borrower, and all proceeds (cash and non-cash) of such accounts.

All inventory of tobacco now owned and all inventory of tobacco hereafter acquired by Borrower and all proceeds (cash and non-cash) of such inventory of tobacco.

- 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)
Triangle Tobacco Warehouse, Inc.

Secured Party (or Assignee)

By: *Bernard Doepken* MANAGER
Leslie C. Collison SEC/TREAS

FARMERS NATIONAL BANK OF MARYLAND

BY *John R Ludwig* JOHN R LUDWIG BRANCH MANAGER

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

1985 JAN -4 PM 3:34

E. AUBREY COLLISON
CLERK



11/2 50

Anne Arundel

BOOK - 481 PAGE 200

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 239232

RECORDED IN LIBER 441 FOLIO 27 ON August 11, 1981 (DATE)

1. DEBTOR

Name Taylor Utilities, Inc.

Address 482 Old Orchard Circle, 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

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.)

One (1) John Deere Model 544B Wheel Loader S/N 359255T, with 1-3/4 yd. 4 in 1 bucket, and all other attachments, accessories and replacements pertaining thereto.

E. AUBREY COLLISON
CLERK

RECEIVED FOR RECORD
CIRCUIT COURT, ANN. COUNTY
1985 JAN -4 PM 3:40

Dated DEC. 10, 1984

GENERAL ELECTRIC CREDIT CORPORATION

Kristin Lorsung
(Signature of Secured Party)

KRISTIN LORSUNG
Type or Print Above Name on Above Line

Mailed to Secured Party.

16/84

Acct. #316018

RECORDED FEE 10.00
875044 1227 NOV 11 1982
JAN 04 85

RECEIVED FOR RECORD
CIRCUIT COURT, ANN. COUNT
1965 JAN -4 PM 3:40
E. AUBREY COLLISON
CLERK

maryland national bank

255106

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Statement Records at Anna 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) Pointfield Development Company Address(es) 512 Knollwood Road
Severna Park, Md. 21146

6. Secured Party Maryland National Bank Address 1713 West Street
Annapolis, Md. 21401
Attention: V. Johnson

RECORDATION FEE 22.00
NOTARIAL FEE 1.50
SEARCH FEE 1.00
TOTAL 24.50
JAN 14 1965

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.

Pointfield Development Company
Edward J. Dyas, Jr. (Seal)
Partner

____ (Seal)
____ (Seal)
____ (Seal)

Secured Party
Maryland National Bank
Nancy A. Richter (Seal)
Nancy A. Richter, Asst. Vice Pres.
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

12-50

BOOK - 481 PAGE 202
ATTACHMENT A

Assignment of Lease dated Dec. 30, 1977 by and between Pointfield Development Company as Tenant or Lessee and George W. Helfrich and George D. Mathias, Landlord or Lessor, pertaining to that certain property described in a Deed dated Jan. 4, 1973 from Alfred L. Mathias to the Landlord, which Deed is recorded among the Land Records of Anne Arundel County, Maryland at Liber 2552, folio 77.

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 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) Trattoria LaDolce Vita, Inc. Address(es) 1660 Crain Highway
Glen Burnie, Maryland 21061

6. Secured Party Maryland National Bank Address 1713 West Street
Annapolis, Maryland
21401
Attention: V.V. Johnson

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

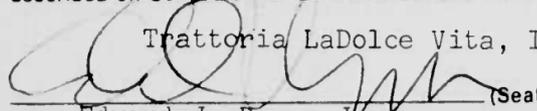
E. *Chattel Paper.* All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease 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.

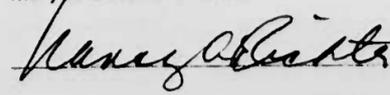
G. *Specific Equipment.* All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection 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

Trattoria LaDolce Vita, Inc.
 (Seal)
Edward J. Dyas, Jr.
Authorized signer

____ (Seal)
____ (Seal)
____ (Seal)

Secured Party
Maryland National Bank
 (Seal)
Nancy A. Richter, Asst. Vice Pres.
Type name and title

RECEIVED FOR RECORDATION
 ANNE ARUNDEL COUNTY
 04:33 PM 4-14-85
 MARYLAND NATIONAL BANK
 ALBANY, NY

RECORD FEE \$1.00
 MORTGAGE \$0.50
 STATE \$2.75
 TOTAL \$4.25
 JAN 04 85

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

11/10

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) Case/Edwards Management Co. Inc. P.O. Box 4639 Annapolis, Md. 21403	2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: <i>Eugene T. Taylor</i> Return to Secured Party
--	---

RECEIVED FOR RECORD
 CLERK OF COURT, ANNE ARUNDEL COUNTY
 1985 JAN -4 PM 3:40
 COLLISION
 E. AUBREY CLERK

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: **1- IBM PCXT Computer**
1- IBM PC Computer
1- IBM PC, Jr. Computer

- 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: \$ **12,000.00**

DEBTOR: **Case/Edwards Management Co. Inc.**
 SECURED PARTY: **UNION TRUST COMPANY OF MARYLAND**

By: *Douglas C. Dillard* (Type Name)
 By: *Arthur W. Edwards* (Type Name)
 By: _____ (Date Signed by Debtor) 19__

RECORDATION FEE 11.00
 RECORDATION TAX 14.00
 POSTAGE .50
 STAMPS 12.57
 TOTAL 28.07
 JAN 04 85

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.

Record: Anne Arundel County
Dated: 12-12-84
Amount: \$95.50
Mailed to Secured Party
 Mailed to: 2-1671-0986

11-
 84 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 10/19/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Wang Laboratories, Inc.

Address One Industrial Avenue, Lowell, MA 01851

2. SECURED PARTY

009815-016

Name Citicorp Leasing, Inc.

Address 470 Totten Pond Road, Waltham, MA 02154

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"(s) attached hereto and made a part hereof.

NOT SUBJECT TO RECORDATION TAX.

RECORD FEE 11.00
#08527 0040 R01 115:56
JAN 04 85

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)

Wang Laboratories, Inc.

John A. ...
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Citicorp Leasing, Inc.

By *Julie F. Cooper*
(Signature of Secured Party)

Julie T. Cooper

Type or Print Above Signature on Above Line

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 JAN -4 PM 3:58

E. AUBREY COLLISON
CLERK

11/2

REPORT DATE 01/09/60

SCHEDULE A

NAME LABORABLE, INC.
LEASE COMPANY - DC - CITICORP
SOURCE BY INVOICE NUMBER, SERIAL NUMBER

LOAD INVOICE SERIAL NUMBER NET ADVANCE MODEL
DATE NUMBER NUMBER

Lessee Name and Installation Address

2 174 CP9206
2 174 299603
2 174 089684

R394L
R394L
R394L

85.00
517.00
517.00
1,119.00

\$1,912.50
\$11,632.50
\$11,632.50
\$25,177.50

2246S-2B
2265V-2

HQ FIRST ARMY
BLDG 44553-D
FT GEORGE MEADE MD 20755

INVOICE NUMBER TOTAL

RETURN TO: Edward G. Gallagher, Esq., 730 15th St., N.W., #800, Washington, D.C. 20005

UNIFORM COMMERCIAL CODE

Washington Law Reporter Form 1000
1625 Eye St., N.W., Washington, D.C. 20006

BOOK - 481 PAGE 207

255110

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
John J. Craig Company, Inc. t/a Candoro Marble Company	508	DiGuilian Blvd.	Glen Burnie	MD 21061

SAM & TCO Precast Corporation	508	DiGuilian Blvd.	Glen Burnie	MD 21061
-------------------------------	-----	-----------------	-------------	----------

Name of Secured Party or assignee	No.	Street	City	State
Fireman's Fund Insurance Co.	11150	Main Street	Fairfax	VA 22030

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

See General Indemnity Agreement dated January 21, 1983, between Debtors and Secured Party including paragraph 5 thereof.

RECORD FEE 22.00
POSTAGE 50
#08529 0040 R01 116:0-4
JAN 04 85

(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 ~~xxx~~ 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 Harris
 RICHARD HARRIS, as attorney-in-fact
 for Debtors John J. Craig Company, Inc.
 t/a Candoro Marble Company and SAM &
 TCO Precast Corporation under para-
 graph 17 of the General Indemnity
 Agreement dated January 21, 1983, a
 (Type or print name under signature)
 copy of which is attached hereto.

FIREMAN'S FUND INSURANCE COMPANY (Seal)
 (Corporate, Trade or Firm Name)
 By: *Richard Harris*
 Signature of Secured Party or Assignee
 Richard Harris, Claims Representative
 (Owner, Partner or Officer and Title)
 (Signatures must be in ink)

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 JAN -4 PM 4:14

E. AUBREY COLLISON
CLERK

2205



- FIREMAN'S FUND INSURANCE COMPANY
 THE AMERICAN INSURANCE COMPANY
 NATIONAL SURETY CORPORATION
 ASSOCIATED INDEMNITY CORPORATION
 AMERICAN AUTOMOBILE INSURANCE COMPANY

GENERAL INDEMNITY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that whereas the undersigned, hereinafter called Indemnitors, have requested and do hereby request FIREMAN'S FUND INSURANCE COMPANY, THE AMERICAN INSURANCE COMPANY, NATIONAL SURETY CORPORATION, ASSOCIATED INDEMNITY CORPORATION or AMERICAN AUTOMOBILE INSURANCE COMPANY, as the case may be, any one or all hereinafter referred to as Surety, to execute or procure the execution of such bonds, undertakings or recognizances (all of which are hereinafter included within the term "bond or bonds") as have been and such as may hereafter be applied for directly or through an agent, attorney or other representative or required, solely or as co-adventurer with others, by any of the Indemnitors or by any person, firm, corporation or association whose name shall, for that purpose, have been furnished to the Surety by any of the Indemnitors, it being understood and agreed that this instrument shall cover all bonds so applied for and executed, whether or not this instrument is referred to or mentioned in connection therewith;

NOW, THEREFORE, in consideration of the premises and of the execution or continuance of such bonds, the Indemnitors for themselves, their heirs, executors, administrators, successors and assigns, do hereby jointly and severally, covenant and agree with the Surety, its successors and assigns, as follows:

1. The Indemnitors will pay, when due, all premiums for each of such bonds in accordance with the Surety's regular manual rates in effect on the date such bond becomes effective, as long as liability thereunder shall continue, and until the Surety is furnished with evidence satisfactory to the Surety of its discharge or release from the bonds, or of all liability by reason thereof.

2. The Indemnitors will indemnify the Surety against any and all liability, loss, costs, damages, fees of attorneys and other expenses which the Surety may sustain or incur by reason of, or in consequence of the execution of such bonds and any renewal, continuation or successor thereof, including but not limited to, sums paid or liabilities incurred in settlement of, and expenses paid or incurred in connection with claims, suits, or judgments under such bonds, expenses paid or incurred in enforcing the terms hereof, in procuring or attempting to procure release from liability, or in recovering or attempting to recover losses or expenses paid or incurred, as aforesaid.

3. If the Surety shall set up a reserve to cover any liability, claim asserted, suit or judgment under any such bond, the indemnitors will, immediately upon demand and whether or not the Surety shall have made any payment therefor, deposit with the Surety a sum of money equal to such reserve and any increase thereof as collateral security on such bond, and such sum and any other money or property which shall have been or shall hereafter be pledged as collateral security on any such bond shall be available, in the discretion of the Surety, as collateral security on all bonds coming within the scope of this instrument or for any other indebtedness of the Indemnitors to the Surety, and any such collateral security shall be held subject to the terms of the Surety's regular form of receipt for collateral, which is by reference made a part hereof.

4. If any such bond be given in connection with a contract, the Surety in its sole discretion is hereby authorized, but not required, (a) to consent to any change in the contract or in the plans and specifications relating thereto; (b) to make or guarantee advances or loans for the purposes of the contract without any obligation to see to the application thereof, it being understood that the amount of all such advances or loans shall be conclusively presumed to be a loss hereunder for which the Indemnitors are liable; (c) in the event of any default in the performance of the contract, or the breach of this agreement or of any bond connected therewith, or the failure to diligently prosecute the work under any contract, or to pay for labor and materials used in the prosecution of the contract, or in the event work has ceased or been suspended on any contract or contracts covered by any said bonds, to take possession of the work under the contract, and, at the expense of the Indemnitors, to complete the contract or cause the same to be completed or to consent to the completion thereof, and to take any other action which the Surety may deem appropriate. In the event that the Surety takes possession of the work as above provided, the Indemnitors hereby release and discharge the Surety, in this connection, from all liability for all its actions and omissions except for deliberate malfeasance.

5. The Indemnitors hereby assign, transfer, pledge and convey to the Surety (effective as of the date of each such bond, but only in the event of default, breach or failure as referred to in preceding Section 4.), as collateral security, to secure the obligations hereunder and any other indebtedness and liabilities of the Indemnitors to the Surety, all of their rights under the contracts, referred to in such bonds, including their right, title and interest in and to (1) all subcontracts let in connection therewith and such subcontractors' surety bonds, (2) all machinery, plant, equipment, tools and materials which shall be upon the site or sites of the work or elsewhere for the purposes of the contracts, including all materials ordered for the contracts, and (3) any and all sums due or which may thereafter become due under such contracts and all sums due or to become due on all other contracts, bonded or unbonded, in which any or all of the Indemnitors have an interest.

6. The Surety may at its option, file or record this agreement or any other document executed by any or all of the Indemnitors, individually or jointly, in connection with application, issuance or execution of any bond or bonds, as a security agreement or as part of a financing statement or as notice of its prior interest and assignment under the provisions of the Uniform

... shall be solely at the option of the Surety and that the Surety shall not release or impair any of the obligations of the Indemnitors hereunder under this agreement.

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7. If any of the bonds are executed in connection with a contract which by its terms or by the provisions, assignment or contract proceeds, or any part thereof, the Indemnitors covenant and agree to hold all money or other proceeds of the contract, whether received as payment or loan, as a trust for the benefit of the Surety and to use such money or other proceeds for the purpose of performing the contract and discharging the obligation of the bond, and for no other purpose, until the bond is completely exonerated.

8. The Surety shall have the exclusive right to decide and determine whether any claim, liability, suit or judgment made or brought against the Surety or the Indemnitors or any one of them on any such bond shall or shall not be paid, compromised, resisted, defended, tried or appealed, and the Surety's decision thereon, if made in good faith shall be final and binding upon the Indemnitors, unless the Indemnitors shall request the Surety to litigate such claim or demand, or to defend such suit, or to appeal from such judgment, and shall deposit with the Surety, at the time of such request, cash or collateral satisfactory to the Surety in kind and amount, to be used in paying any judgment or judgments rendered or that may be rendered, with interest, costs, expenses and attorneys fees, including those of the Surety. An itemized statement of payments made by the Surety for any of the purposes specified herein, sworn to by an officer of the Surety, or the voucher or vouchers for such payments, shall be prima facie evidence of the liability of the Indemnitors to reimburse the Surety for such payments, with interest.

9. The Indemnitors hereby authorize the Surety in its sole discretion to do the following: (a) from time to time to make or consent to any change in, or issue any substitute for or renewal of, any such bond, or in any contract referred to in any such bond, and this instrument shall apply to such substituted or changed bond or renewal; (b) if any such bond be given in an action or proceeding in any court, to recognize any attorney of record in such action or proceeding for any party thereto at the date of the execution of such bond as the authorized representative of such party until the Surety shall have been fully discharged from liability under such bond; (c) to take such steps as the Surety may deem necessary or proper to obtain release from liability from any such bond.

10. The Indemnitors hereby waive notice of the execution of any such bonds or of any act, fact or information coming to the notice or knowledge of the Surety concerning or affecting its rights or liabilities under any such bond or rights or liabilities of the Indemnitors hereunder, notice of all such being hereby expressly waived.

11. If the Surety shall procure any other company or companies to execute or join with it in executing, or to reinsure, any such bonds, this instrument shall inure to the benefit of such other company or companies, its or their successors and assigns, so as to give to it or them a direct right of action against the Indemnitors to enforce this instrument and, in that event, the word "Surety", wherever used herein, shall be deemed to include such company or companies, as their respective interests may appear.

12. The liability of the Indemnitors hereunder shall not be affected by the failure of any party to sign any such bond nor by any claim that other indemnity or security was to have been obtained nor by the release of any indemnity, or Indemnitor, nor the return or exchange of any collateral that may have been obtained; and if any party signing this instrument is not bound for any reason this obligation shall still be binding upon each and every other party.

13. Separate suits may be brought hereunder as causes of action accrue, and suit may be brought against any or all of the Indemnitors; and suit or suits upon one or more causes of action, or against one or more of the Indemnitors, shall not prejudice or bar subsequent suits against any other or all of the Indemnitors on the same or any other cause or causes of action, whether theretofore or thereafter accruing.

14. The Indemnitors waive any defense that this instrument was executed subsequent to the date of any such bond, admitting and covenanting that such bond was executed pursuant to the Indemnitors' request and in reliance on the Indemnitors' promise to execute this instrument. In the event any part of this indemnity agreement shall be void under the law of the place governing the construction hereof, then such part only shall be considered as deleted and the remainder of this agreement shall endure in full force and effect.

15. The Surety, at its option, may decline to execute or participate in or procure the execution of any such bonds.

16. Wherever used in this instrument the plural term shall include the singular and the singular shall include the plural, as the circumstances require.

17. The Indemnitors hereby irrevocably nominate, constitute, appoint and designate the Surety or its designee as their Attorney in Fact with the right, but not the obligation, to exercise all of the rights of Indemnitors assigned, transferred and set over to the Surety in this Agreement, and in the name of the Indemnitors or any of them to make, execute and deliver any and all additional or other assignments, documents or papers, including but not limited to the execution of instruments referred to in Section 5, and the endorsement of checks or other instruments representing payment of contract monies, deemed necessary and proper by the Surety in order to give full effect not only to the intent and meaning of the within assignments, but also to the full protection intended to be herein given to the Surety under all other provisions of this Agreement. The Indemnitors hereby ratify and affirm all acts and actions taken and done by the Surety or its designee as such Attorney in Fact.

18. The Indemnitors hereby waive and abandon, so far as their respective obligations under this agreement are concerned, all rights to claim any of the property, including the respective homesteads, as exempt from levy, execution, sale or other legal process under the laws of any state, territory, or possession.

19. The obligation of the Indemnitors hereunder shall be continuous; provided, however, that any of the Indemnitors may give the Surety not less than thirty days written notice by registered mail of his desire to terminate this agreement but any such notice of termination shall not operate to modify, bar, discharge, limit, affect or impair his liability hereunder on or by reason of any such bond executed prior to the termination of such thirty days.

20. This agreement may not be changed or modified orally. No change or modification shall be effective unless specifically agreed in writing.

NOTED: WITNESSES, the Indemnitors, intending to be legally bound hereby, have hereunto set their hands and affixed their seals this 21st day of January, 1965

Witness or Attest

[Signature]
(Ass. Corporate Secretary)

[Signature]
(Corporate Secretary)

[Signature]

[Signature]

[Signature]

ARBA CORPORATION

By: [Signature] (Seal)

P. O. Address

STANDARD AIR MARBLE & TILE CO., INC.

By: John A. DiCullina (President) (Seal)

P. O. Address

BAK & ECO MARBLE CORPORATION

By: John A. DiCullina (President) (Seal)

JOHN W. CRAIG COMPANY, INC.
T/A CAPRONI MARBLE COMPANY

By: John A. DiCullina (President) (Seal)

P. O. Address

By: John A. DiCullina (an individual) (Seal)

P. O. Address

INDIVIDUAL(S) ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On this 21st day of January, 1965, before me personally came John A. DiCullina to me known and known to me to be the individual(s) who executed the foregoing instrument, and acknowledged that he executed same

[Signature]
NOTARY PUBLIC 24/21/66

PARTNER(S) ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, 19____, before me personally came _____ to me known, and stated that he is (are) partner(s) in the firm of _____ and acknowledged that he executed the foregoing instrument as the act of the said firm.

NOTARY PUBLIC
(FOR CORPORATE ACKNOWLEDGMENT(S) SEE FOLLOWING PAGE)

[Faded Notary Public Stamp]

PARTNER(S) ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, 19____, before me personally came _____ to me known, and stated that he is (are) partner(s) in the firm of _____



CORPORATE ACKNOWLEDGMENT(S)

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STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, 19____, before me personally came John A. DiGuilian to me known, who, being by me duly sworn, did depose and say that he resides in _____ that he is the President of the John-J. Craig Company, Inc. T/A Oniforo Marble Company the corporation which executed the foregoing instrument, that he knows the seal of the said corporation, that the seal affixed to the said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of the said corporation, and that he signed his name to the said instrument by like order.

[Signature]
NOTARY PUBLIC

CORPORATE ACKNOWLEDGMENT(S)

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, 19____, before me personally came John A. DiGuilian to me known, who, being by me duly sworn, did depose and say that he resides in _____ that he is the Vice President of the ARBA Corporation the corporation which executed the foregoing instrument, that he knows the seal of the said corporation, that the seal affixed to the said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of the said corporation, and that he signed his name to the said instrument by like order.

[Signature]
NOTARY PUBLIC

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, 19____, before me personally came John A. DiGuilian to me known, who, being by me duly sworn, did depose and say that he resides in _____ that he is the President of the Standard Art Marble & Tile Co., Inc. the corporation which executed the foregoing instrument, that he knows the seal of the said corporation, that the seal affixed to the said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of the said corporation, and that he signed his name to the said instrument by like order.

[Signature]
NOTARY PUBLIC

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, 19____, before me personally came John A. DiGuilian to me known, who, being by me duly sworn, did depose and say that he resides in _____ that he is the President of the SAM & TCO Precast Corporation the corporation which executed the foregoing instrument, that he knows the seal of the said corporation, that the seal affixed to the said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of the said corporation, and that he signed his name to the said instrument by like order.

[Signature]
NOTARY PUBLIC



255112

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) ELMCO, Inc. Suite 300 1623 Forest Drive Annapolis, MD 21403	2. Secured Party(ies) and address(es) Greyhound Capital Corp. Greyhound Tower Phoenix, AZ 85077	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: See Attachment A and B Not subject to recordation tax pursuant to Article 81, Section 27-7.		5. Assignee(s) of Secured Party and Address(es) RECORD FEE 13.00 POSTAGE .50 #08531 0040 R01 116:04 JAN 04 85
Martuccio - Maryland 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: 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:		Filed with:

ELMCO, INC.	GREYHOUND CAPITAL CORPORATION
By: <u>E. J. Meadows</u> Signature(s) of Debtor(s)	By: <u>Lisa Kerajun, VP</u> Signature(s) of Secured Party(ies)
(1) Filing Officer Copy-Alphabetical	STANDARD FORM - FORM UCC-1. (For Use In Most States)

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1985^{cb} JAN -4 PM 4:15
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

13-50

ATTACHMENT A

(a) In order to secure the payment, when due, of principal and interest on, and the payment and performance by Debtor, when due, of all other obligations and liabilities of Debtor to Secured Party under, the four ELMCO Equity Notes dated as of October 16, 1984 issued to Secured Party in the principal amounts of \$16,625, \$16,625, \$16,625 and \$16,625 and due on April 30, 1985, January 31, 1986, January 31, 1987 and January 31, 1988, respectively, (the "ELMCO Equity Notes"), Debtor does hereby grant, convey, assign, transfer and set over to Secured Party all of Debtor's right, title and interest in, to and under the following, together with the proceeds thereof: (1) the equipment identified on Attachment B (the "Equipment"), together with all substitutions therefor permitted by and subject to the Lease of the Equipment to Secured Party from James V. Martuccio, D.D.S. ("Buyer") dated as of October 16, 1984 (the "Greyhound Lease"), all additions, modifications, improvements thereto, all parts or replacements thereof, the rents and profits thereon, and the proceeds (including sale, rental, insurance and other proceeds) of any disposition thereof; (2) the four Buyer Equity Notes dated as of October 16, 1984 issued to Debtor in the principal amounts of \$27,000, \$22,500, \$22,100 and \$21,100 and due on April 30, 1985, January 31, 1986, January 31, 1987 and January 31, 1988, respectively, the Buyer Acquisition Note dated as of October 16, 1984 issued to Debtor in the principal amount of \$390,000 (together, the "Buyer Notes"); and (3) all rights of Debtor under Section 2.1(a) of the Security Agreement between Debtor and Buyer dated as of October 16, 1984 (the "Security Agreement") to the Greyhound Lease, including without limitation Debtor's rights to the Underlying Leases (as defined in the Greyhound Lease) and Debtor's security interest in the Equipment.

(b) In order to secure the payment, when due, of principal and interest on, and the payment and performance by Debtor, when due, of all other obligations and liabilities of Debtor to Secured Party under, the ELMCO Promissory Note dated as of October 16, 1984 issued to Secured Party in the principal amount of \$390,000, the ELMCO Purchase Agreement dated as of October 16, 1984 between Debtor and Secured Party (the "ELMCO Purchase Agreement") and the Other Documents (as defined in the ELMCO Purchase Agreement), Debtor does hereby assign, transfer and set over to Secured Party all of Debtor's right, title and interest in, to and under the following, together with the proceeds thereof: (1) the Buyer Notes; and (2) all rights of Debtor under Section 2.1(b) of the Security Agreement to the Greyhound Lease, including without limitation Debtor's rights to the Underlying Leases, but excluding any security or possessory interest in the Equipment.

ATTACHMENT B

Butcher/Singer -- James B. MartuccioEquipment Schedule Summary

IBM List: \$594,081

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GCC Selling Price to ELMCO: \$462,500

Price to Buyer: \$500,000

<u>Unit</u>	<u>Model/</u> <u>Feature</u>	<u>Ser.</u> <u>#</u>	<u>Description</u>	<u>Underlying User</u> <u>& Location</u>	<u>Lease</u> <u>Expiration</u> <u>Date</u>	<u>IBM</u> <u>List</u>
3370	All	30666	Direct Access Storage	Westvaco 601 Modena Street Gastonia, NC	month to month	35480
3370	All	30679	Direct Access Storage	Westvaco Container Div., 14th Westvaco Bldg. 299 Park Ave., NY, NY	month to month	35480
3370	All	31626	Direct Access Storage	Westvaco 2110 West 110th St. Cleveland, OH	month to month	35480
3370	B01	41950	Direct Access Storage	Control Data 14725 Detroit Ave. Lakewood, OH	05/07/86	26600
3370	B01	44664	Direct Access Storage	U. S. Brass 14 Jupiter Place Plano, TX	01/26/86	26600
3375	B01	81070	Direct Access Storage	Southwest 5681 Six Mile Parkway Fort Myer, FL	08/31/86	28770
3375	B01	81133	Direct Access Storage	Camco, Inc. 7010 Ardmore Houston, TX	02/28/86	28770
3375	B01	81135	Direct Access Storage	Foxmoor 393 Manley St. West Bridgewater, MA	06/30/87	28770
3375	B01	81137	Direct Access Storage	" "	06/30/87	28770
3375	B01	81136	Direct Access Storage	St. Francis Data Proc. Dept. North Rd. Poughkeepsie, NY	02/28/88	28770
3375	B01	82619	Direct Access Storage	Analytic One Jacob Way Reading, MA	month to month	28770

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3375	B01	82620	Direct Access Storage	Analytic One Jacob Way Reading, MA	month to month	28770
3375	B01	82621	Direct Access Storage	"	" "	28770
3380	B04	50424	Direct Access Storage	Blue Cross 1 Smithfield St. Pittsburgh, PA	04/30/88	64440
3380	B04	51717	Direct Access Storage	"	04/30/88	64440
3262	B01	22782	Printer 650LPM	Mitsubishi Suite 2828 Seattle 1st Natl Bank WA	04/30/88	15040
3262	B01	22834	Printer 650LPM	Westvaco 601 Modena Street Gastonia, NC	04/30/87	15040
3262	B01	23249	Printer 650LPM	A S E 58 Hamlett Avenue Woonsocket, RI	05/31/87	15040
3262	B01	23726	Printer 650LPM	National Distribution Besco - 10322-C East 58th St. Tulsa, OK	10/31/86	15040
3262 1090	003	49485	Printer 650LPM Audible Alarm	Shell Oil Route 111 Wood River, IL	08/31/86	15040 <u>201</u>
						594081

\$ 10.50

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ASSIGNMENT OF RIGHTS UNDER A FINANCING STATEMENT

Anne Arundel County

The undersigned Secured Party presents the following Statement to a filing officer for filing pursuant to the Uniform Commercial Code:

- 1. The file number of the original Financial Statement to which this Statement of Assignment of Rights shall apply is:

247785

- 2. The date of filing of the above Financing Statement is:

June 16, 1983

RECORD FEE 10.00
 POSTAGE .50
 #08542 0345 R01 T09:12
 JAN 07 85

- 3. The name of the Secured Party of record is:

IB Credit Corporation

- 4. The name of the Debtor is:

Auto-Chlor of Northern Virginia, Inc.

- 5. The name and address of the Assignee is:

Enterprise Bank
 7787 Leesburg Pike
 Falls Church, Virginia 22043

RECEIVED FOR RECORD
 CIRCUIT COURT, ANNE ARUNDEL COUNTY
 1984 JAN -7 AM 9:40
 E. AUBREY COLLISON
 CLERK

- 6. The Security Party certifies that he has assigned to the aforementioned Assignee his rights under the above Financing Statement in the following collateral: (Describe) (If "all", state "all")

All of the following: (a) All Auto-Chlor fully automated commercial dishwashers (including parts, attachments, accessories and replacements) manufactured by Auto-Chlor System, Inc. which are owned by Auto-Chlor of Northern Virginia, Inc. and subject to Leases between Auto-Chlor of Northern Virginia, Inc. and third party customers, dated on or after January 29, 1983. (b) The Leases relating to the dishwashers and related items referred to in Paragraph (a) and the income and proceeds from such Leases and the dishwashers covered thereby, in an amount not to exceed \$150,000.00.

IB Credit Corporation

By *Robert H. Crist*
 (Signature of Secured Party of Record)
 Robert H. Crist, Vice President

Dated: December 28, 1984

Mailed in *Infoguard*

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

1. Debtor (Last Name First) and address(es) Lessee: The Grand Union Company 100 Broadway Elmwood Park, NJ 07407	2. Debtor (Last Name First) and address(es) Assignee of Lessor: Buffalo Savings Bank (now known as Goldome FSB) 545 Main Street Buffalo, NY 14203	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. 02038 Filed with Circuit Court for Anne Arundel County Date Filed December 9, 1982		RECORD FEE 10.00 POSTAGE .50 JAN 07 1985 TH 576
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is continued. 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.		

RETURN TO:

No. of additional Sheets presented: 0

The Grand Union Company Buffalo Savings Bank (now known as Goldome FSB)
P.O. Box 1110
Albany, NY 12204

By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable)
 _____ Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

Mailed to: -

RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY
 1988⁵ JAN -7 AM 9:41
 E. AUBREY COLLISON
 CLERK

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) Bank of Canton of California Leasing Corporation 900 Webster Street Oakland, CA 94607		2. Secured Party(ies) and address(es) Buffalo Savings Bank (now known as Goldome FSB) 545 Main Street Buffalo, NY 14203	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>03996</u> Filed with <u>Circuit Court for Anne Arundel</u> <u>County</u> Date Filed <u>January 13,</u> 19 <u>82</u>		RECORD FEE 10.00 POSTAGE .50 JAN 07 1982 H45676	
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: 0

Bank of Canton of California
Leasing Corporation

Buffalo Savings Bank (now known as
Goldome FSB)

By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

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

(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-3

Mailed to: [Signature]
PO Box 1110
Albany, N.Y.
12201

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1982 JAN -7 AM 9:41
E. AUBREY COLLISON
CLERK

10.00
[Signature]

255114

FINANCING STATEMENT

Not subject to recordation tax

\$80,000.00

1. Name of Debtor(s): Southward Corporation
Address: T/A Annapolis 4 A Rentals
1919 Lincoln Avenue
Annapolis, Maryland 21401

2. Name of Secured Party: Annapolis Banking & Trust Company
Address: P. O. Box 311
Annapolis, Maryland 21404

3. Name of Assignee: Annapolis Banking & Trust Co.
Address: Annapolis, Maryland

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

List Attached.

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:

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1985 JAN -7 AM 9:40

E. AUERBY COLLISON
CLERK

RECORD FEE 12.00
RECORD TAX 30.00
MORTGAGE .50
TOTAL DUES 42.50
JAN 07 85

Debtor(s):
Southward Corporation
T/A Annapolis 4 A Rentals
.....

Secured Party:
Annapolis Banking & Trust Co.
.....
(Type Name of Dealership)

By:

Kenneth R. Wagner - Pres
.....

By *William A. Busik*
(Authorized Signature)

William A. Busik Asst. 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 Annapolis Banking and Trust Co. at address shown in 3. above.)

Mailed to Secured Party

12-
56050



ANNAPOLIS 4A RENTALS • PHONE 268-7173
 1919 LINCOLN DRIVE • ANNAPOLIS, MD 21401

Annapolis Banking & Trust

BOOK - 481 PAGE 220

Security Interest in Collateral Note

YEAR	MANUFACTURE	MODEL	DESCRIPTION	SERIAL	COST	QUICK RESALE VALUE
1984	Terramite	T-5	Loader - Backhoe	997 5921	12,400.	9,000.
1983	Champ unlift	38'	Manlift	N/A	12,100.	7,500.
1983	John Deere	90	Skid Steer Loader	120383 M	10,600.	6,500.
1981	John Deere	90	Skid- Steer Loader	095270 M	10,200.	4,500.
1982	Ditch Witch	2300	4' Trencher	5914624	17,650.	11,000.
1984	Ditch Witch	1410	3' Trencher	13079105	7,480.	5,500
1982	Ditch Witch	C-99	2'Trencher	N/A	4,800.	2,500.
1984	Stow	65	Vibratory	N/A	9,700.	6,500.
1976	Massey Fergusin	50A	Tractor Loader	2477	18,400.	6,200.
1967	Hyster	T-50	Forklift	P3D1719K	19,200.	5,000.
2 unit	Vermeer	250	Logsplitter	N/A	4,200.ea.	4,000. both
1978	Ford	E350	Box Truck	57822600P401441	14,000.	6,000.
1981	Chev.	20	Pick Up	24H3B507121	9,600.	5,500.
					14 units	79,700.

ALMOST ANYTHING AVAILABLE FOR RENT

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK - 481 PAGE 221
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

255115

Name Eastern Disposal Corporation

Address 308 Chinquapin Round Road, Annapolis, MD 21401

2. SECURED PARTY

Anne Arundel Co.

Name CONTEL CREDIT CORPORATION

Address 245 Perimeter Center Parkway 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"

2 Equity Telephone Key Service Units and component parts

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1985 JAN -7 AM 10:33

E. AUBREY COLLISON
CLERK

RECORD FEE 11.00
POSTAGE .50

#08544 C345 R01 T09:14
JAN 07 85

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)

Eastern Disposal Corporation
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

CONTEL CREDIT CORPORATION

[Signature]
(Signature of Secured Party)

Type or Print Above Signature on Above Line

11.50

STATE OF MARYLAND
FINANCING STATEMENT FORM UC-1

BOOK - 481 PAGE 222
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. **255116**

1. DEBTOR

Name Atlas Refrigeration, Inc.

Address 376 Marley Neck Road, Glen Burnie, MD 21061

RECORD FEE 11.00
POSTAGE 50
703545 C345 R01 107:15
JAN 07 85

2. SECURED PARTY

Name Anne Arundel Co.
CONTEL CREDIT CORPORATION

Address 245 Perimeter Center Parkway 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 Standard Telephone

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 Ford Kussel
(Signature of Debtor)

Atlas Refrigeration, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

CONTEL CREDIT CORPORATION

Catal Combs
(Signature of Secured Party)

Type or Print Above Signature on Above Line

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CIRCUIT COURT, ANNE ARUNDEL COUNTY

1988 JAN -7 AM 10:33

E. AUBREY COLLISON
CLERK

11/50

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 253170

RECORDED IN LIBER 476 FOLIO 159 ON August 8, 1984 (DATE)

1. DEBTOR

Name JAMES M NORRIS

Address 1208 GROVE AVE, EDGEWATER, MD 21037

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING INC

Address 2020 D WEST STREET

ANNAPOLIS, MD 21401

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.)

RECORD FEE

10.00

POSTAGE

.50

#0345 R01 10:22

JAN 07 85

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CIRCUIT COURT, ANNE ARUNDEL COUNTY

1985 JAN - 7 AM 10:33

E. AUBREY COLLISON
CLERK

Dated 11/21/84

Abigail M Dohm
(Signature of Secured Party)

ABIGAIL M DOHM

Type or Print Above Name on Above Line

Mailed to Secured Party

10.00

[Handwritten initials]

RECORD FEE 11.00
POSTAGE .50
#08549 0345 R01 T09:27
JAN 07 85

FINANCING STATEMENT

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

1. Name of Debtor(s): Leisure Tech of Annapolis, Inc.
Address: 914 Bestgate Rd.
Annapolis, Md. 21401

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: 8701 Georgia Avenue
Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:
Equipment-All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the Business (as defined below), 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. Inventory- 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 or finished goods, all materials usable or ~~used or consumed in Debtor's business; all present and future substitutions thereof and additions thereto and all proceeds and products thereof in any form whatsoever.~~ Accounts- All of Debtor's present and future accounts

(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and 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:

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.

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

- Proceeds of the collateral are also covered.
- Products of the collateral are also covered.

Debtor(s): Leisure Tech of Annapolis, Inc. Secured Party:

[Signature]
David W. Shineman, President
[Signature]
Ernestine H. Shineman, Sec.

FIRST AMERICAN BANK OF MARYLAND
By: *[Signature]* 12/5/84
Wayne R. Frazier, Sr. Branch 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.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1988 JAN -7 AM 10:34

E. AUBREY COLLISON
CLERK

11.00
[Signature]

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

For Filing Officer
255118
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 Jay Arthur Smith T/A Hi-Tech Investigations
(Name or Names)
6431 Veritate Hill Drive Clon 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)
of LESSOR Northfield Savings & Loan Assoc., Inc.
(Name or Names)
1844 E. Joppa Rd. Baltimore, Maryland 21234
(Address)

4. This financing Statement covers the following types (or items) of property:
Two - LTR 8700 Mobile Radios with Accessories

RECORD FEE 12.00
PROPERTY 1.50
TOTAL 13.50
JAN 07 85

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

RECEIVED FOR RECORD
CIRCUIT COURT BALTIMORE COUNTY
1988 JAN -7 AM 10:34
E. AUBREY COLLISON
CLERK

LESSEE Jay Arthur Smith T/A Hi-Tech Investigations LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Jay Arthur Smith Proprietor By: Gordon T. Hill President
(Title) (Title)
(Type or print name of person signing) (Type or print name of person signing)

By: _____ (Title) Return to: Northfield Savings & Loan
1844 E. Joppa Rd.
Baltimore, MD 21234
Attn: Ron Jobson
(Type or print name of person signing)

Mailed to: _____

12.00
13.50

BOOK - 481 PAGE 226

#17917

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): John G. Cordle Irene V. Cordle Rt. 2, Box 137 Severna Park, Maryland 21146	2. Secured Party: CIT Financial Services, Inc. Address: 7310 Ritchie Hwy, Suite 203 PO Box 250 Glen Burnie, Maryland 21061	3. For Filing Officer: Date, Time, No. — Filing Office
--	---	--

4. This Statement Refers to Original Financing Statement No. #252225 Filed (date) June 5, 1984
with Anne Arundel County Liber EAC No. 473, page 546

5. 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 Collateral described below.
 D. Assignment The Secured Party of record has assigned 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 by adding the following types or items:

RECORD FEE 10.00
 POSTAGE .50
 #08555 0345 R01 T09:41
 JAN 07 85

Secured Party: CIT Financial Services, Inc.
 (Company Name)

By: N. J. COLLISON (Agent)

Signature(s) of Debtor(s) (only on amendment)

82-963A (10-67)

This instrument prepared by above Agent at Secured Party's address.

(1) FILING OFFICER COPY - ALPHABETICAL

Mailed to Secured Party

RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY

1988^{ep} JAN -7 AM 10:34

E. AUBREY COLLISON
 CLERK

10 W
 80

This STATEMENT is presented to a Filing Officer for filing pursuant to the UNIFORM COMMERCIAL CODE

#14842

1. Debtor(s) (Last Name First) and Address(es): James S. Mullikin Patricia A. Mullikin 773 Jennie Drive Severn, Maryland 21144	2. Secured Party: CIT Financial Services, Inc. Address: 7310 Ritchie Hwy, Suite 203 P.O. Box 250 Glen Burnie, Maryland 21061	3. For Filing Officer: Date, Time, No. — Filing Office
--	--	--

4. This Statement Refers to Original Financing Statement No. #237982 Filed (date) May 19, 1981
with Anne Arundel County Liber WGL No. 437, page 561

5. 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 Collateral described below.
 D. Assignment The Secured Party of record has assigned 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 described below:
 E. Amendment The Financing Statement bearing the above file number is amended by adding the following types or items of collateral:

RECORD FEE 10.00
 POSTAGE .50
 #08556-0345 R01 T09:44
 JAN 07 85

Secured Party: CIT Financial Services, Inc.
 (Company Name)

By: *N. J. Sauser*
 N. J. Sauser (Authorized Agent)

Signature(s) of Debtor(s) (only on amendment)

This instrument prepared by above Agent at Secured Party's address.

82-963A (10-67)

(1) FILING OFFICER COPY - ALPHABETICAL

Mailed to Secured Party

RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY

1988 JAN -7 AM 10:34

E. AUBREY COLLISON
 CLERK

This STATEMENT is presented to a Filing Officer for filing pursuant to the UNIFORM COMMERCIAL CODE

A7787

1. Debtor(s) (Last Name First) and Address(es): Kenneth M. Leitch Patricia Leitch 4304 Belle of Georgia Avenue Pasadena, Maryland 21122	2. Secured Party: CIT Financial Services, Inc. Address: 7310 Ritchie Hwy, Suite 203 PO Box 250 Glen Burnie, Maryland 21061	3. For Filing Officer: Date, Time, No. — Filing Office
---	---	--

4. This Statement Refers to Original Financing Statement No. #242781 Filed (date) June 2, 1982
 with Anne Arundel County Liber WGL No. 450, page 278

5. 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 Collateral described below.
 D. Assignment The Secured Party of record has assigned 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 by adding the following types or items of Collateral:

RECEIVED FOR RECORD
 ANNE ARUNDEL COUNTY
 1983 JAN 7 AM 10:34
 E. AUBREY COLLISON
 CLERK

RECORD FEE 10.00
 POSTAGE 50
 #08557 C345 R01 109:44
 JAN 07 85

Secured Party: CIT Financial Services, Inc.
 (Company Name)
 By: N. J. Sauser Manager
 (Authorized Agent)
 This instrument prepared by above Agent at Secured Party's address.

Signature(s) of Debtor(s) (only on amendment)
 82-963A (10-67)
 (1) FILING OFFICER COPY - ALPHABETICAL

Mailed to Secured Party 10.00

255119

BOOK - 481 PAGE 229

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) Dr. Paul Rhodes, M.D. Dr. Oscar Pries, M.D. 1667 Crofton Center Crofton, MD 21114	2. Secured Party(ies) and address(es) ChiCorp Financial Services 300 E. Northwest Highway Palatine, IL 60067	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: 84-0510-#2-84-0211 (1) Electro-Nucleonics Gemstar SN 2168 Analyser & Printer <u>NOT SUBJECT TO RECORDATION TAX</u>		5. Assignee(s) of Secured Party and Addressee(s) Citicorp Industrial Credit, Inc., 1900 E. Golf Rd., Schaumburg, IL Suite 1100 60195 RECORDED FEE 14.00 POSTAGE 50 #06574 0345 R01 110:21 JAN 07 85

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, P.O. Box 71, Annapolis, MD 21404

See attached lease page for original

By: debtor's signature Signature(s) of Debtor(s)

By: Linda Schovaneec Signature(s) of Secured Party(ies)

(1) Filing Officer Copy—Alphabetical STANDARD FORM - FORM UCC-1.

RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY
 1988 JAN -7 AM 10:36
 E. AUBREY COLLISON
 CLERK



14.0
 50

CHICORP FINANCIAL SERVICES
800 E. NORTHWEST HIGHWAY, SUITE 318
PALATINE, IL 60067
 • (312) 991-5150

84-051642
 84-0211

Refer to Above No. On
 All Correspondence

LESSOR

NAME AND ADDRESS OF LESSEE:

Dr. Paul Rhodes, M.D.
 Dr. Oscar Farias, M.D.
 1667 Crofton Center
 Crofton, MD 21114

NAME AND ADDRESS OF VENDOR:

Bialek Medical Supplies
 9075 Comprint Court
 Gaithersburg, MD 20877

(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. P. Rhodes
 PHONE NUMBER: (301) 721-2700

SALESMAN: Bob Sauter
 PHONE NO.: (301) 948-4030

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QUANTITY	DESCRIPTION OF EQUIPMENT LEASED (INCLUDE MAKE, YEAR, MODEL, IDENTIFICATION AND MODEL NUMBERS OR MARKS)	PRICE
1	Electro-Nucleonics Gemstar SN 2168	\$11,500.00
		TOTAL PRICE <u>\$11,500.00</u>
		SALES TAX <u>575.00</u>
		OTHER _____
		TOTAL COST <u>\$12,075.00</u>

EQUIPMENT TO BE DELIVERED TO AND LOCATED AT:

NAME: Same as above. ADDRESS: Same as above.

SCHEDULE OF RENT PAYMENTS DURING INITIAL TERM OF LEASE					SCHEDULE OF RENEWAL TERMS
TERMS OF LEASE	EFFECTIVE DATE OF LEASE	1ST. PAYMENT DATE	AMOUNT OF EACH RENT PAYMENT	SECURITY DEPOSIT	
60	12-10-84	12-10-84	\$ 330.84	\$ 330.84	\$330.84 payable annually in advance
NO. OF MONTHS					

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 being 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 at 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 LESSEE'S prompt and full payment of rent, and faithful and timely performance of this Lease. In the event LESSEE shall make any default hereunder, LESSOR shall have the right, but shall not be obligated, to apply said security to the curing 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 restore 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 conditions 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 upon which is based 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 so 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 thereto 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 and 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 thereof, LESSEE shall pay to LESSOR interest on such delinquent payment from the due date until paid at the rate of five per cent (5%) 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 liens or encumbrances 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 herein provided within five (5) days after the same is due and payable, or in the event LESSEE fails to comply with, observe, keep or perform any other provision or condition of this Lease required to be complied with, observed, kept or performed by LESSEE, 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, 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 a writ 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 either at law or in equity, to enforce performance by LESSEE of the applicable covenants and terms of this Lease or to recover damages for the breach thereof; (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 or in 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 the same as set forth below.

DATE 12/10/84

DATE 9/26/84

ACCEPTED: _____
 BY _____ Title

NAME OF LESSEE Dr. Paul Rhodes, M.D.
Dr. Oscar Farias, M.D.
 Company Name

BY [Signature] Title
 BY [Signature] Title

ORIGINAL SIGNATURE
 REQUIRED ON ALL COPIES

AFFIX CORPORATE SEAL AFTER SIGNING
 (If Lessee is a Corporation)

THIS IS A NON-CANCELLABLE LEASE

LEASE ORIGINAL 1

BOOK - 484 PAGE 231

hereunder as to any one or more of the units of Equipment, whereupon all right, title and interest of LESSEE in or in the use of such units shall terminate, and LESSOR may, directly or by its agent, enter upon the premises of LESSEE at either premises where any of the Equipment may be located and take possession of any thereof LESSEE hereby indemnifying and holding LESSOR harmless from liability for any damages sustained by such taking of possession in any, at LESSOR's election, require LESSEE at LESSEE'S expense to deliver any or all of the Equipment FOB to a common carrier at such location created and packed in boxes such as to be in the event of any such termination with respect to any unit or units of the Equipment. LESSOR shall have the right, but shall not be obligated, to sell such unit or units at public or private sale as LESSOR may determine or otherwise dispose of, hold, use, operate, lease to others or keep title such unit or units, as LESSOR in its sole discretion may determine, all free and clear of any rights of LESSEE and without any duty to account to LESSEE with respect to such action or inaction or for any other proceeds with respect thereto, except to the extent provided in paragraph F or G herein. (F) in the event of any such termination with respect to any unit or units of the Equipment and whether or not LESSOR shall have exercised or shall thereafter at any time exercise any of its rights under paragraph L above, (i) LESSOR shall be entitled to retain all rents and additional sums theretofore paid by LESSEE or received by LESSOR, including any such then in its possession which, had this Lease not been declared in default, would otherwise be payable to LESSOR hereunder, (ii) LESSOR may recover from LESSEE all rents and additional sums accrued and unpaid under any of the terms hereof as of the date of termination, and (iii) LESSOR may recover from LESSEE as liquidated damages, but not as a penalty, an aggregate sum, which at the time of such termination, represents the then present value of all rent and other amounts which would otherwise have accrued hereunder from the date of termination to the end of the term of this Lease, such present value to be computed in each case on the basis of a five per cent (5%) per annum discount factor from the respective dates upon which such rents would have been payable hereunder had this Lease not been terminated, (G) in the event LESSOR, pursuant to paragraph E above, shall have sold or leased any unit or units of Equipment, then in lieu of exercising its rights under paragraph F above, (i) LESSOR shall be entitled to retain all rents and additional sums theretofore paid by LESSEE or received by LESSOR, including any such then in its possession which, had this Lease not been declared in default, would otherwise be payable to LESSOR hereunder, (ii) LESSOR may recover from LESSEE all rents and additional sums accrued and unpaid under any of the terms hereof on account of such unit or units as of the date of sale, and (iii) LESSOR may recover from LESSEE as liquidated damages, but not as a penalty, an amount equal to the excess, if any, of all rent and other amounts which would otherwise have accrued hereunder from the date of termination to the end of the term of this Lease over either (a) if sold, the proceeds of any sale, minus all expenses incurred in connection therewith and the estimated residual value of the Equipment at the end of the Lease term determined by LESSOR or (b) if leased, the present value of any rent, computed in each case on the basis of a five per cent (5%) per annum discount factor; (H) in addition to the foregoing LESSOR shall be entitled to recover from LESSEE any and all damages which LESSOR shall sustain by reason of the occurrence of any such event of default or other breach of this Lease together with a reasonable sum for attorneys' fees and such expenses as shall be expended or incurred in the seizure, rental or sale of the Equipment or in the enforcement of any right or privilege hereunder or in any consultation or action in connection therewith, (I) in the event of any termination with respect to any unit or units of the Equipment hereunder, the LESSOR shall have the right but shall not be obligated to recover from LESSEE as liquidated damages, but not as a penalty, an amount equal to one hundred and twenty per cent (120%) of (i) all rents and additional sums accrued and unpaid under any of the terms hereof as of the date of termination, and (ii) all rents and other amounts which would otherwise have accrued hereunder from the date of termination to the end of the term of this Lease, and LESSEE thereupon shall become entitled to such unit or units of Equipment by quit claim conveyance, as is, without warranty, express or implied, with respect to any matter whatsoever. The remedies herein provided in favor of LESSOR in any event of default as hereinabove set forth shall not be deemed to be exclusive, but shall be cumulative and shall be in addition to all other remedies in its favor existing at law, in equity or in bankruptcy and LESSOR may pursue or exercise all or any part of such remedies with respect to different units of Equipment.

10. NON WAIVER. No covenant or condition of this Lease can be waived or modified except by the written consent of LESSOR, and then such waiver or modification shall be effective only in the specific instance and for the specific purpose given. Late payment, delay, omission or indulgence by LESSOR upon any breach or default by LESSEE or in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by LESSEE to which the same may apply, shall not impair any right, power or remedy of LESSOR, and no complete performance by LESSEE of said covenant or condition, LESSOR shall be entitled to invoke any remedy available to LESSOR under this Lease or by law or in equity despite said forbearance or indulgence. No waiver of any single breach or default shall be deemed a waiver of any other breach or default thereafter occurring. All remedies, either under this Lease or by law, or otherwise afforded to LESSOR, shall be cumulative and not alternative.

11. INDEMNITY. LESSEE shall indemnify LESSOR against, and hold LESSOR harmless from, any and all claims, actions, suits, proceedings, fines, forfeitures, costs, expenses, damages and liabilities, including attorneys' fees, arising out of, connected with, resulting from or in any way related to, the Equipment including, without limitation, the manufacture, selection, delivery, possession, use, operation, return or condition, including without limitation, latent or other defects and whether or not discoverable by LESSOR. The indemnities and assumptions of liability under this paragraph 11 shall continue in full force and effect notwithstanding the termination of this Lease or the termination of the term hereof whether by expiration of time, or by operation of law or otherwise.

12. RENT ABSOLUTE. The obligation of LESSEE to pay any rent in other payments due hereunder is absolute and unconditional and LESSEE hereby waives any and all existing and future claims and defenses against any such rent and other payments due hereunder.

13. TITLE TO EQUIPMENT AS PERSONAL PROPERTY. LESSEE shall keep the Equipment at its place of business or at the address for shipment as specified above. Without the written consent of LESSOR, LESSEE shall not permit the Equipment in any manner to become affixed to, attached to, imbedded in, or permanently tested upon, real property or any building thereon, or attached in any manner to what is permanent as by means of cement, plaster, nails, bolts, screws, or otherwise. The Equipment shall always remain and shall be admitted to be personal property, regardless of the degree of its annexation to any real property, and the title thereto shall remain in LESSOR exclusively, notwithstanding that the Equipment, or any part thereof, may now be, hereafter may become, in any manner affixed to, attached to, imbedded in, or permanently tested upon, real property or any building thereon, or attached in any manner to what is permanent as by means of cement, plaster, nails, bolts, screws, or otherwise. Labels or other markings indicating LESSOR as the owner thereof, may be affixed and maintained on the Equipment by LESSOR, and shall not be removed therefrom by LESSEE. If LESSOR supplies LESSEE with such labels or other markings, LESSEE shall affix the same onto any and all items of Equipment and shall keep the same affixed in a prominent place. LESSEE shall from time to time execute such instruments as may be necessary or advisable, and shall otherwise cooperate, so as to defend the title of LESSOR thereto, whether by filing under the Uniform Commercial Code, as adopted in the state where the Equipment is to be or in fact is located, or otherwise.

14. ACCEPTANCE. LESSEE shall inspect the Equipment upon the receipt thereof and shall thereupon either accept in writing the Equipment or deliver written notice to LESSOR specifying any defect in or other proper objection to the Equipment. Upon such written acceptance, LESSEE agrees that it shall be conclusively presumed, as between LESSOR and LESSEE, that the LESSEE has fully inspected and acknowledged that the Equipment is in good condition and repair.

15. PLACE OF USE AND INSPECTION. LESSEE shall keep the Equipment at its place of business or at the address for shipment as specified above. LESSEE shall not allow any persons other than employees of LESSEE who are carefully selected to use the Equipment. Furthermore, if any unit or units of Equipment is a vehicle, LESSEE shall not permit any such unit to be used for hire or as a common carrier or to be used for trucking, transporting merchandise, or delivery purposes without the express written consent of LESSOR, and LESSEE shall not allow any person other than a legally licensed driver to use the Equipment. LESSEE shall give LESSOR immediate notice of any attachment or other judicial process, liens or encumbrances affecting, or attempting to or which may affect the Equipment, and LESSEE shall indemnify and save LESSOR harmless from any loss or damage caused thereby. LESSOR may, for the purpose of inspection and at all reasonable business hours, enter upon any building or place where the Equipment is located. Upon the termination of this Lease, LESSEE authorizes LESSOR to enter upon its premises and to take possession of said Equipment without requiring court action or legal process and agrees to indemnify and hold LESSOR harmless from liability for any damages occasioned by such taking of possession.

16. EQUIPMENT AND LIABILITY. LESSOR, at LESSEE'S request, has ordered or shall order the Equipment from the Seller named who was selected by LESSEE. LESSOR shall not be liable for specific performance of this Lease or for damages if, for any reason, said Seller delays or fails to fill the order or to deliver the Equipment to LESSEE. LESSEE agrees to accept such Equipment upon delivery to LESSEE, and hereby authorizes LESSOR to add the serial number of the Equipment to this Lease.

17. ALTERATIONS AND REPAIRS. Without the prior written consent of LESSOR, except as herein provided, LESSEE shall not make any alterations, additions or improvements to the Equipment. LESSOR shall not be obligated to make any repairs or replacements to the Equipment. LESSEE shall provide all services, maintenance and replacements necessary for the proper use and care of the Equipment, including all service, maintenance and replacements suggested in any manual provided by the manufacturer of the Equipment, including, without limitation, oil changes, lubrications and tune-ups at the recommended intervals.

18. TERMINATION OF LEASE. On any termination of this Lease, LESSEE shall, at its sole expense, prepare for shipment and ship said Equipment freight prepaid to such place as LESSOR may direct. Said Equipment shall be at the full risk and expense of LESSEE until delivered to LESSOR as aforesaid in the same condition as when delivered to LESSEE, reasonable wear and tear excepted, and all expenses, if any, of loading and unloading said Equipment and all risk of loss or damage to the Equipment thereby, shall be borne by LESSEE.

19. RISK OF LOSS. LESSEE hereby assumes and shall bear the entire risk of loss (theft, destruction and damage to and of the Equipment from any cause whatsoever. No loss, theft, damage or destruction of Equipment or any part thereof shall relieve the obligation of LESSEE to pay rent or any other obligation of LESSEE hereunder, and this Lease shall remain in full force and effect. LESSEE shall cause to be reported to LESSOR immediately and in writing all accidents and collisions in any way related to the Equipment irrespective of whether any injury, loss or damage is apparent, with a full, comprehensive, detailed statement of circumstances, names of persons injured and owners of damaged property, and a listing of names and addresses of all witnesses. LESSEE will cooperate fully with LESSOR and any insurance carrier in the investigation and defense of any and all claims or suits arising from the operation of the Equipment or in any way related to the Equipment. In the event of damage of any kind whatever to any item of Equipment (unless the same is, in LESSOR'S determination, damaged beyond repair, lost, stolen or destroyed) LESSEE at the option of LESSOR shall at LESSEE'S expense (A) place the same in good repair, condition and working order, or (B) replace the same with like Equipment of the same or later model and in good repair, condition and working order. If the Equipment, or any item thereof, is determined by LESSOR to be lost, stolen, destroyed or damaged beyond repair, LESSEE shall immediately pay LESSOR therefor whichever of the following amounts is the greater: either (A) an amount equal to the aggregate amount of unpaid rent for the balance of the term of the Lease, or the amount thereof

proportionately allocable thereto upon the actual cost of each item of the Equipment) to the unit or units involved, as the case may be, or (B) an amount equal to the current market replacement cost of the Equipment, or the unit or units involved, to be supplied by Seller. Upon such payment this Lease shall terminate with respect to the Equipment or unit thereof as aforesaid and LESSEE thereupon shall become entitled thereto by quit claim conveyance, as is, without warranty, express or implied, with respect to any matter whatsoever.

20. INSURANCE. Each unit of Equipment shall be kept insured by LESSEE at LESSEE'S own expense, against such risks and at such limits as LESSOR in its sole discretion shall from time to time determine. The policies providing all such insurance shall be in such amounts and form and with such companies as LESSOR shall select or approve and all such policies shall insure the interests of LESSOR, its assigns and LESSEE as said interests may appear. Prior to the use of the Equipment by LESSEE, LESSEE shall deliver to LESSOR certificates of insurance satisfactory to LESSOR evidencing the following minimum insurance coverages: public liability - \$300,000 per person, \$500,000 per occurrence, property damage liability - \$500,000 per occurrence, casualty, including vandalism, fire, collision if applicable, and other risks covered by extended coverage for the full insurable value of each unit of Equipment which shall in no event be less than the replacement cost without depreciation. Said certificates of insurance shall provide that the insurance policies evidenced thereby shall not be cancelled or altered without at least thirty (30) days' written notice to LESSOR, its assigns and LESSEE. LESSOR may in its sole discretion at any time upon ten (10) days' written notice to LESSEE make any changes with respect to any of the insured risks, minimum insurance coverages, or other requirements set forth herein. Upon receipt of said written notice, LESSEE shall within ten (10) days obtain such minimum insurance coverage and comply with such other requirements as shall be set forth in the written notice. LESSEE shall deliver to LESSOR certificates of insurance satisfactory to LESSOR evidencing such minimum insurance coverage. If LESSOR elects, it may, but without any obligation to do so, upon written notice to LESSEE, obtain any insurance coverage described herein. The cost of any such insurance coverage obtained by LESSOR shall be deemed to be additional rent payable hereunder and shall be payable by LESSEE to LESSOR immediately. In the event that any of the policies or insurance coverage required hereunder shall be cancelled, the use by the LESSEE of the Equipment shall cease immediately until all such insurance coverage has been renewed or replaced in accordance with the terms of this paragraph without, however, affecting any obligations of the LESSEE under this Lease. In the event of and only to the extent that there is loss or damage to the Equipment which is covered by the insurance required hereunder (and subject to and without limiting the provisions of paragraph 19 hereof with regard to risk of loss) the proceeds of such insurance shall be applied, at LESSOR'S sole option, (a) toward the replacement, restoration or repair of the Equipment, or (b) toward the obligations of LESSEE for rent hereunder. In the event that LESSOR elects to apply insurance proceeds to the repair or to the replacement of the damaged Equipment, this Lease shall continue in full force and effect without abatement of rent. In the event LESSOR elects to apply insurance proceeds to the payment of LESSEE'S obligations to pay rent hereunder, the LESSEE'S obligation for all or part of the rent shall cease only with respect to that part of the Equipment or that piece of Equipment lost or damaged, and the amounts of rents or other amounts in no event to exceed the amount of insurance settlement received by LESSOR and to be equally apportioned as reductions in the amounts remaining payable for the balance of the term hereunder.

21. ASSIGNMENT. Neither this Lease nor LESSEE'S right hereunder shall be assignable by the LESSEE, whether voluntarily, by operation of law or otherwise, except with LESSOR'S written consent, and the conditions hereof shall bind any permitted successors and assigns of LESSEE. It is understood that LESSOR contemplates assigning this Lease and/or mortgaging the Equipment, and that said assignee may assign the same. All rights of LESSOR hereunder may be assigned, pledged, mortgaged, transferred or otherwise disposed of, either in whole or in part, without notice to LESSEE, and the LESSEE acknowledges, consents and agrees that all rights in and to the Equipment described herein, including LESSEE'S right to possession to said Equipment, are subordinate junior and subject to the rights and claims of any assignee against said Equipment under any mortgage, title, retention, or other security instrument, either now existing or hereafter created, including but not limited to the right of the assignee to repossess in replevin possession of said Equipment. LESSEE consents and agrees to the assignment to the assignee of all moneys due or to become due to LESSOR under this Lease, and in such event promises and agrees to settle all claims against LESSOR directly with it and hereby waives, relinquishes and disclaims any right or privilege to withhold payment of, or to claim from paying directly in any such assignee, any moneys now or hereafter owing under the term of this Lease, and the right of the assignee to receive the rentals, as well as any other right of the assignee, shall not be subject to any defense, setoff, counterclaim or recoupment which may arise out of any breach or obligation of LESSOR or by reason of any other indebtedness or liability at any time owing by LESSOR to LESSEE. All rentals due hereunder shall be payable to the assignee by LESSOR whether or not this Lease is terminated by operation of law or otherwise, including, without limitation, termination arising out of bankruptcy, reorganization or similar proceedings involving LESSOR. LESSEE on receiving notice of any such assignment shall advise thereby and make payment as may therein be directed. Following such assignments, the term LESSOR shall be deemed to include or refer to LESSOR'S assignee provided that no such assignee shall be deemed to assume any obligation or duty imposed upon LESSOR hereunder and LESSEE shall only look to LESSOR for performance thereof.

22. SUBLEASE. In the event that the LESSOR is leasing the Equipment or any unit thereof from a third party, this Lease shall be deemed to be a sublease, the LESSOR shall be deemed to be a sublessor, and the LESSEE shall be deemed to be a sublessee.

23. NOTICES. All notices relating hereto shall be mailed to LESSOR or LESSEE, as the case may be, at the respective addresses shown or at any later address of which the sender may have been theretofore notified in writing. All such notices shall be deemed to have been mailed when such notice shall have been mailed to the party to be notified by registered mail with postage prepaid.

24. CONFESSION OF JUDGMENT. LESSEE HEREBY CONSTITUTES AND IRREVOCABLY APPOINTS ANY ATTORNEY OF ANY COURT TO BE THE TRUE AND LAWFUL ATTORNEY OF LESSEE, AND, IN THE NAME, PLACE AND STEAD OF LESSEE, TO APPEAR FOR LESSEE IN ANY COURT OF RECORD AT ANY TIME IN ANY SUIT OR SUITS BROUGHT AGAINST LESSEE FOR THE ENFORCEMENT OF ANY RIGHT OF LESSOR HEREUNDER FOR PAYMENT OF RENT OR ANY OTHER SUM OF MONEY HEREUNDER DUE LESSOR, TO WAIVE THE ISSUANCE AND SERVICE OF PROCESS AND TRIAL BY JURY, AND, FROM TIME TO TIME, TO CONFESS JUDGMENT OR JUDGMENTS IN FAVOR OF LESSOR FOR SUCH SUMS AND FOR COSTS OF SUIT AND FOR A REASONABLE ATTORNEY'S FEE IN FAVOR OF LESSOR TO BE FIXED BY THE COURT, AND TO RELEASE ALL ERRORS THAT MAY OCCUR OR INTERFERE IN SUCH PROCEEDINGS, INCLUDING THE ISSUANCE OF EXECUTION UPON ANY SUCH JUDGMENT, AND TO STIPULATE THAT NO APPEAL SHALL BE PROSECUTED FROM SUCH JUDGMENT OR JUDGMENTS, AND THAT NO PROCEEDINGS IN CHANCERY OR OTHERWISE SHALL BE FILED OR PROSECUTED TO INTERFERE IN ANY WAY WITH THE OPERATION OF SUCH JUDGMENT OR JUDGMENTS OR OF ANY EXECUTION ISSUED THEREON OR WITH ANY SUPPLEMENTAL PROCEEDINGS TAKEN BY LESSOR TO COLLECT THE AMOUNT OF ANY JUDGMENT OR JUDGMENTS, AND TO CONSENT THAT EXECUTION ON ANY JUDGMENT OR DECREE IN FAVOR OF LESSOR AGAINST LESSEE MAY ISSUE FORTHWITH.

25. SERVICE OF PROCESS. This Lease, and the rights and liabilities of LESSOR and LESSEE, shall be determined and adjudicated pursuant to and in accordance with the laws of the State of Illinois, and this Lease shall be deemed to have been made and entered into in the county of the principal office of LESSOR in Illinois. LESSEE agrees that all litigations, actions or proceedings in any court of record which involve matters directly or indirectly arising from, related to or in any way connected with this Lease and the matters set forth herein shall only be filed in courts of record of the State of Illinois or in a Federal Court for a Federal District of Illinois, and LESSEE consents to the jurisdiction of any such court and waives personal service upon LESSEE of any and all process issued from any such court, and consents that any such process may be served by certified or registered mail, return receipt requested, directed to LESSEE at the address hereinabove stated, and that service so made shall be deemed completed within five (5) days after such mailing. In the alternative, LESSEE agrees that any such process may be personally served upon any party from time to time designated by LESSOR to be LESSEE'S agent for the receipt of such service of process, and that any service so made shall be deemed to be completed provided that such agent promptly forwards to LESSEE the process so served by certified or registered mail as aforesaid. LESSEE waives any objection in venue of any such litigations, actions or proceedings instituted hereunder.

26. FURTHER ASSURANCES. From time to time throughout the term of this Lease with respect to any unit or units of the Equipment, LESSEE agrees to execute, acknowledge and deliver such further counterparts hereof or financing statements or such other documents which in the opinion of counsel for LESSOR may be reasonably required or any time in order to comply with the provisions of any applicable law or laws at any time in force requiring the recording or filing of this instrument or a copy hereof or a financing statement or similar document in connection herewith in any public office of the United States or of any state or of any political or governmental subdivision of any state in order to establish, protect and maintain the rights and remedies of LESSOR hereunder, and LESSEE agrees to pay the fees or charges imposed by law for any such mandatory recording or filing, and the necessary out of pocket expenses of LESSOR or LESSEE in effecting such filing or recording.

27. CONSOLIDATION, MERGER OR SALE. In the event of any consolidation or merger of LESSOR into or with another corporation, or the sale of all or substantially all of the assets of LESSOR to another corporation, partnership or proprietorship, LESSOR shall be permitted to transfer all the rights and obligations under this Lease and the transfer, whether by consolidation, merger or sale, shall assume all obligations hereunder releasing LESSOR from all obligations and liabilities to LESSEE hereunder.

28. GENERAL. If more than one LESSEE is named in this Lease the liability of each shall be joint and several. LESSEE shall use the Equipment in a careful and proper manner and shall comply with and conform to all national, state, municipal, and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Equipment. The obligations of LESSOR hereunder shall be suspended to the extent that it is hindered or prevented from complying therewith because of labor disturbances, including strikes and lockouts, acts of God, fires, storms, accidents, governmental regulations or interference of any cause whatsoever beyond the control of LESSOR. The terms and conditions of this Lease supersede those of all previous agreements between the parties with respect to the Equipment, and this Lease together with the Guaranty, the Acceptance of Installation and Delivery Receipt and the Purchase Order constitute the entire agreement between the parties. Any provisions hereof prohibited by or unenforceable under any applicable law of any jurisdiction shall as to such jurisdiction be ineffective without invalidating the remaining provisions of this Lease, provided however, that to the extent that any provisions of any such applicable law may be waived, they are hereby waived by LESSEE to the full extent permitted by law to the end that this Lease shall be deemed to be valid and binding and enforceable in accordance with its terms. The titles to the paragraphs of this Lease are solely for the convenience of this Lease, and are not an aid to the interpretation of the instrument. Any person who signed this Lease in the spare provided hereinabove and entitled "Personally Guaranteed By" has done so with the intention of thereby personally guaranteeing the same, and such person agrees that he guarantees the performance by LESSEE of this Lease and all conditions, covenants and undertakings of LESSEE hereunder, and he guarantees the payment by LESSEE of all rental and other payments to be made by LESSEE to LESSOR hereunder.

MARYLAND TERMINATION STATEMENT

Date December 14, 1968

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: Harry D & Cynthia Miller, 1106 Bayridge Ave, Annapolis, MD 21403

2. Secured Party and address (Type complete corporate name): Thorp Credit Inc. of Maryland, 1914 Forest Drive, Annapolis, Maryland 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: File #245970 Liber 458 Page 366

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 Maryland (TYPE COMPLETE CORPORATE NAME)

By: Gregory Fuchs MANAGER

(Type signature below name)

AE 2/64

DO NOT TYPE IN MARGINS OUTSIDE OF GUIDE LINES

RECORD FEE 10.00, POSTAGE 50, JAN 07 85

RECEIVED FOR RECORD, CIRCUIT COURT, S.A. COUNTY

1988 JAN -7 AM 10:37

E. AUBREY COLLISON, CLERK

Mailed to Secured Party

10.10

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 10/25/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 255120

1. DEBTOR

Name Pri Medical

Address 530 College Parkway, Annapolis, Maryland 21401

2. SECURED PARTY

Name Charles A. Murray ITF / COBB

Address 10014 N. Dale Mabry, Suite 101, Tampa, Florida 33618

MAIL TO: Business Leasing Associates, Inc. 1520 King St, Alexandria, Va
Person And Address To Whom Statement Is To Be Returned If Different From Above. 22314

3. Maturity date of obligation (if any) 10/25/86

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

- 1 NBSI Accounts Receivable (Software)
- 1 NBSI Accounts Payable "
- 1 AST 6 Pack Memory Expansion Board

RECORD FEE 11.00
POSTAGE .50
708580 C345 R01 T10:27
JAN 07 85

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)

Randolph Old
(Signature of Debtor)

Randolph Old - Treasurer
Type or Print Above Signature on Above Line

Randolph Old
(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

Charles A. Murray
(Signature of Secured Party)

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

RECEIVED FOR RECORD
CIRCUIT COURT - 11th JUDICIAL CIRCUIT
1985 JAN -7 AM 10:37
E. AUBREY COLLISON
CLERK

11.20
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 11/16/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. **255121**

1. DEBTOR

Name ARINC Research Corporation
Address 2551 Riva Road, Annapolis, Maryland 21401

2. SECURED PARTY

Name Business Leasing & Associates, Inc
Address 1520 King St, Alexandria, Va 22314

MAIL TO: Business Leasing Associates, Inc. 1520 King St, Alexandria, Va 22314
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 5/16/85

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

1 Memory Board 150 Serial #45632A RECORD FEE 11.00

POSTAGE .50
BASED ON C345 ROL 710:27
JAN 07 85

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)

JR. Lawson 11/6/84
(Signature of Debtor)

T. R. Lawson, Dir. Purchasing
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Joseph L. Fellona
(Signature of Secured Party)

Joseph L. Fellona

Type or Print Above Name on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT OF VA. COUNTY
1985 JAN -7 AM 10:38
AUBREY COLLISON
CLERK

Mailed to Secured Party

10.00
JP

UNIFORM COMMERCIAL CODE
 STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
 THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 25 Page No. 148
 Identification No. 16597 Dated Jan. 25, 1965

1. Debtor(s) { Leo G. Kotschenreuther, Jr. and M. Jean Kotschenreuther, his wife
 Name or Name:—Print or Type
144 Monticello Avenue, Annapolis, Maryland
 Address—Street No., City - County State Zip Code
2. Secured Party { Metropolitan Life Insurance Company c/o Wye Mortgage Corporation
 Name or Name:—Print or Type
7801 York Road Baltimore, Maryland 21204
 Address—Street No., City - County State Zip Code
3. Maturity Date (if any) December 1, 1984
4. Check Applicable Statement:

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 following property:	D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)

1984 JAN -7 AM 8:57
 RECEIVED FOR RECORDS
 ANNE ARUNDEL COUNTY
 E. AUBREY COLLISON
 CLERK

METROPOLITAN LIFE INSURANCE COMPANY

WITNESS our hands and seals this 18th day of December 19 84

WITNESS:

BY: WYE MORTGAGE CORPORATION

Alda M. Benney

E. Philip Brady, Jr., Executive Vice President

Alda M. Benney

Nancy L. Shauck, Vice President

As its "Attorneys in Fact" (Power of Attorney recorded in Anne Arundel County Liber 3380, Folio 606.)

100
 2/1
 D

Mailed to Secured Party

FINANCING STATEMENT

-
- To be recorded: (1) with State Department of Assessments and Taxation X
- (2) in Land Records of Anne Arundel County X
- (3) in the Financing Records of Anne Arundel County X
-

This Financing Statement evidences and publicizes the lien and provisions of the Deed of Trust and security agreement from the Debtor to the Trustees dated December 31, 1984, securing a debt in the principal amount of \$848,000.00, of which \$848,000.00 has been advanced as of the date hereof. All required documentary stamps have been affixed to the Deed of Trust. The Deed of Trust is recorded or intended to be recorded among the Land Records of Anne Arundel County.

NAME AND ADDRESS OF DEBTOR:

John E. and Carolyn H. Kinnamon

702 White Swan Drive, Arnold, MD 21012

Garry L. and Michelle C. Anderson

637 Cove Terrace, Arnold, MD 21012

RECORD FEE 15.00
 POSTAGE .50
 #00142 0040 R01 115:21
 JAN 7 85

NAMES AND ADDRESSES OF SECURED PARTIES:

Lender:

Municipal Savings and Loan Association, Inc.

115 E. Joppa Road

Towson, MD 21204

Trustee(s) Under Deed of Trust:

William F. Mosner and

John W. Shilling, Jr. Trustee(s)



RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY

1985 JAN -9 PM 3:32

E. AUBREY COLLISON
 CLERK

RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY

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E. AUBREY COLLISON
 CLERK

650

1. This Financing Statement covers the following items of property:

(a) The interest of Debtor in all improvements, alterations, structures, buildings, building materials, fixtures, equipment and tangible personal property of every kind and nature whatsoever, now or hereafter located on or contained in or upon or attached to (or intended to be located on or contained in or upon or attached to) the premises hereinafter described or any part thereof, and used or usable in connection with any present or future use or operation of the premises, or any part thereof, whether now owned or hereafter acquired by the Debtor or others, including, without limitation, all heating, air conditioning, air cooling, freezing, lighting, laundry, incinerating, plumbing, lifting, cleaning, fire prevention, fire extinguishing, ventilating, communications and power apparatus and equipment, engines, pipes, tanks, motors, conduits, switchboards, boilers, ranges, furnaces, oil burners or units thereof, appliances, vacuum cleaning systems, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, refrigerators, washing machines, dryers, garbage disposals, hoods, fans, trash compactors, attached cabinets, partitions, ducts and compressors, rugs and carpets, draperies, furniture and furnishings, electrical apparatus, sound transmission systems, shelves, shelving, display racks, storage facilities, pallets, machinery and other apparatus.

(b) All items of property specified on Exhibit A hereto as a part hereof, (which Exhibit A shall be in addition to and shall not be interpreted or construed to limit the generality of subparagraph (a) above).

(c) All accounts, accounts receivable, contract rights and general intangibles in respect of or growing out of any and all leases and/or subleases executed by the Debtor, as lessor, for or in connection with the lease or sublease of the premises hereinafter described and any improvements to be constructed thereon, together with all rents, royalties, issues, profits, revenues, and income arising from the use or enjoyment of the premises hereinafter described or from any lease and/or sublease pertaining thereto, and all accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds, and general intangibles in respect of or growing out of any part or parcel of the premises hereinafter described and improvements thereon, whether such accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds and general intangibles, or any such leases and/or subleases are in existence on the date hereof or are hereafter created.

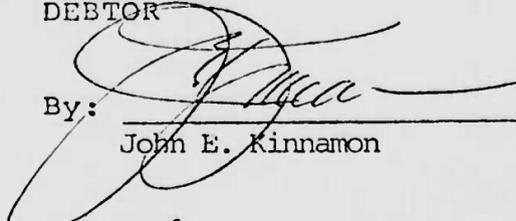
2. Proceeds and products of the collateral are covered.

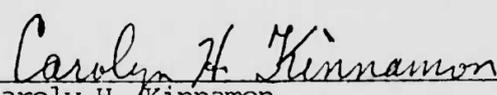
3. The above described goods, property, interests and rights are located at, are to become fixtures on, are affixed to, or relate to that parcel of land (and the improvements now or hereafter existing thereon) situated at Anne Arundel County, Maryland, which said parcel contains, in the aggregate, approximately seven (7) acres of land, and which said parcel is more fully described in Exhibit B attached hereto as a part hereof.

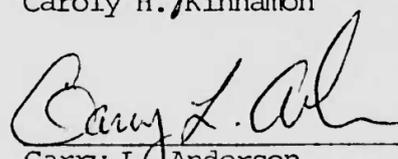
DEBTOR

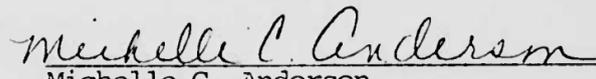
Dated: December 31, 19 84

By:


John E. Kinnamon


Carolyn H. Kinnamon


Garry L. Anderson


Michelle C. Anderson

Return to Municipal Savings and Loan Association, Inc. at 115 E. Joppa Road,
Towson, Maryland 21204.

EXHIBIT A
DETAILS

Quantity	No.	Description	Price
1	514GG8L0	Open Hearth Broiler	1,761.00
1	DXR1699 01,02	Bally Prefab combination freezer with floor, cooler	7,008.06
1	DXR1699 03	Bally Prefab less floor	2,091.00
1		36* System installations 1-Kidde HDR 25 & 1-Kidde HDR 50	2,175.00
1	VCM40E	Hobart Cutter with Strainer Basket #U-75=18119'	2,800.00
1	H600T	Hobart 60 Qt. Mixer #11-221-340	3,200.00
1	775	Globe Automatic Slicer #775377	1,250.00
1	841263641	Icemaker	1,545.08
1	850165201	Icemaker	1,545.08
1	EA M200-408OP	Curtain Strip Door-Polar	
1	11940	Sharp microwave oven Model #R-21AP	495.00
8	SSC1675BPQ	48" Gas Connector BRASS	1,478.48
1	W6972 S/C	6'0"x32" Self contained Lo Boy with Galv. Ends	4,636.00
1	WP84J S/C	7'0"x32" Self Contained Prep Table With Refri. Rail	5,996.00
2	GZL-20,SS	Finished Oven, Frt. Pntd Finish, Cook'N Hold	12,448.00
	22001	TR-22 Veg. Cutter S/N 1321	1,173.00
2	0764000	Ice Chest 305	520.00
1	003155B	TDB/7-40 Kettle, 208/3	1,726.00
1	PC162,048		
1	045862	Stand TS/8 for TDB/7- 20 & TDB/7-40	560.00
1	046400B	NHFP-4 Braising Pan, 9" Deep, Propane	4,120.00
1	PC 356,048	Commercial microwave	1,147.00
1	TS12-HS-188LW- 6C0-12U2	4' Topshelf Workboard plus	1,587.00
1	7055-64	24" Extra Deep Ice Chest	1,726.00
1	TS53C	5' Topshelf Workboard plus	960.00
1	TS18BLW-12U2	3' Topshelf Workboard plus	1,216.00
1	7055-64	24" Extra deep ice chest	1,726.00
1	245280	C8382 Style 'A' Single Door Dry Storage Cabinet Laminate with Formica 773 Simmerian Leather - hinge door on right	532.00
1	262455	C5064E Style 'A' 3 door back bar Lamim Te Same plus	1,960.00
1	A0984A043789 (AE4430AC)	C26 1/4 H.P. Condensing Unit Assy	621.00
1	252208	C8371 Style 'A' 2 Door Dry Storage Cabinet Laminate Same	990.00
1	262086	C5063E 'A' 2 door back bar Laminate Same	1,523.00
1	A0984A043741 (AE4430AC)	C26 1/4 M.P. Condensing Unit Assy	621.00
1	256411	C8368 Style A Single Door Dry Storage Cabinet Laminate same as above hingedoor on left	576.00
1	4204	Century Beer System to consist of following: 1-4204 1/3 H.P. Power Pak-Serial #254565	1,426.00
1	4220-6	85' Trunk Housing	2,014.00
1	PO#F674-1183	Made and installed 3 Galv hoods ductwork and curbs insulated where necessary	11,535.00
2	36L77\$	Range on Casters 11" Flue Riser in place on high shelf	1,500.00
1	SG-46L77A	PS Snorkel Range, on casters W/SS Front, 11" Flue riser in place on high shelf	1,238.00

<u>Quantity</u>	<u>No.</u>	<u>Description</u>	<u>Price</u>
1	7840AL	Broiler on Casters, W/SS Front, & top, 3/4" Tee Conn., altered left manifold, end pipe caps, end manifold closure plate	2,166.00
2	FMX24B	Fans, 3/4 HP	1,760.00
1	FMS18B	Upblast 115/10, 1/3 HP w/disc switch	635.00
1		Dishtables #14 GA s/s NSF Const. Soiled Table "1" shaped Base: 29 sq. ft. w/8' or 6" Splash, w/20x20x5 pre rinse sink w/t & S B-113 spray w/scrap block w/corner turn, w/(1) 72"x20" #16 s/s #OSTR Slanted Rack Shelf (Table Mounted) W/Bleeder Tube, W/s/s "V" Legs, Feet & Crossbracing	1,377.00
1		Clean Table, Base: 19 sq.ft. w/10'x6" splash w/corner turn W/s/s "V" legs, feet and cross- bracing w/ostr - 42x21x16 s/s W/bleeder	796.00
1		Three compt. sink unit #WSB-3- 602414-24 W/(3) 1 1/2" L.Waste, W/(1) T & S #B-231 W/12" Spout Faucet W/(1) T&S B-133 Spray unit W/A.D.F. Faucet W/(1) 84"x14"x#16 s/s slanted shelf w/bleeder spl. MTD. #OSTR W/Pot Rack #PRT-S-84 s/s W/s/s "V" Legs, s/s feet	1,324.00
1		Set of Overshelf (Table MTD.) or 14 s/s Bottom Shelf 10"-0"-24" Top shelf 7"-6"x24" Pot Rack #PRF-120 s/s	1,207.00
1		"U" Shaped Worktable #WWT Style consisting of: 1-WWT-SU-6030 w/coved R.H. end spl. w/finish rear of splash 1-WWT-6-SU-8430 W/finish rear of spl. 1-WWT-SU-8430 w/coved R.H. end spl. w/finish rear of spl. w/(1) 18"x18"x10" sink w/(1) T&S 12" spout #1100 series w/1 1/2" basket waste	1,801.00

U.S. RTE. 50-301, 3RD TAXATION DISTRICT,
ANNE ARUNDEL COUNTY, MARYLAND

LIBER 3836 835

BEGINNING for the same at an iron pipe found at the end of the first or North 83° 59' 30" East 336.50 foot line of a conveyance by The Revell-Bay Company, Inc. to Chesapeake Land Developers, Inc. by deed dated October 27, 1972 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2448, page 718;

THENCE from the beginning point, so fixed, South 06° 28' 40" West 321.80 feet to an iron pipe; found;

THENCE South 06° 28' 40" West 421.08 feet to intersect the northern right of way line of U.S. Rte 50 and 301, known as Revell Highway, at an iron pipe set at right angles to and 139.00 feet from Station 232+42.70 as shown on S.H.A. Plat No. 26862;

THENCE with said northern right of way lines South 58° 34' 30" West 255.60 feet;

THENCE South 59° 04' 00" West 159.00 feet to intersect at a pipe set in and 80.31 feet from the end of the last or South 06° 28' 40" West 700.00 foot line of a conveyance by the Inka Corporation to Chesapeake Land Developers, Inc. by deed dated January 26, 1976, and recorded among the said Land Records in Liber 2853, page 778;

THENCE leaving the outline of the aforementioned conveyance by the Revell-Bay Company, Inc. to Chesapeake Land Developers, Inc. (2448/718) and running through the above mentioned lands of Chesapeake Land Developers, Inc. (2853/778) and still with the right of way line of U.S. Rte. 50 and 301, South 59° 04' 00" West 81.83 feet to an iron pipe set;

THENCE leaving U.S. Rte. 50 and 301 and running with the outline of the above mentioned Chesapeake Land Developers, Inc. (2853/778) the following two courses, North 06° 28' 40" East 669.41 feet to a pipe set and South 83° 31' 20" East 65.00 feet to a pipe or North 06° 28' 40" East 1004.50 foot line of the aforementioned conveyance to Chesapeake Land Developers, Inc. recorded in Liber 2448, page 718;

THENCE leaving the outline of Chesapeake Land Developers, Inc. (2853/778) and running with Chesapeake Land Developers, Inc. (2448/718) the following two courses and distances, North 06° 28' 40" East 303.87 feet to a pipe set and North 83° 56' 24" East 335.99 feet to the place of beginning;

CONTAINING 7.240 acres of land, more or less, as described by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors from a survey in November, 1977;

BEING part of the property conveyed from the Revell-Bay Company, Inc. to Chesapeake Land Developers, Inc. by deed dated October 27, 1972 and recorded in the Land Records of Anne Arundel County, Maryland in Liber 2448, page 718;

ALSO BEING part of the property conveyed from the Inka Corporation to Chesapeake Land Developers, Inc., by deed dated January 26, 1976 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2853, page 778;

ALSO SUBJECT to a perpetual easement for ditches as shown on S.H.A. Plat No. 26862.

Subject to the terms of a Deed dated December 18, 1967, from The Revell-Bay Company, Inc., et al., to State Roads Commission of Maryland, pertaining to the construction of a service road, said Deed recorded among the Land Records of Anne Arundel County in Liber M.S.H. No. 2133, folio 433.

Mailed to:

Robert J. McCrone

AACo. F/S
Rumb

BOOK - 481 PAGE 243

FINANCING STATEMENT

255131

NOT SUBJECT TO
RECORDATION TAX

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code.

E. AUBREY COLLISON
CLERK

1985 JAN - 7 PM 12:54

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

- | | | |
|----|---------------------------------------|---|
| 1. | NAME AND ADDRESS
OF DEBTOR: | Frank A. Malle, Jr.
Post Office Box 1039
Pasadena, Maryland 21122 |
| 2. | NAME AND ADDRESS
OF SECURED PARTY: | ANNE ARUNDEL COUNTY, MARYLAND
Arundel Center
Calvert and Northwest Streets
Annapolis, Maryland 21401 |
| 3. | NAME AND ADDRESS
OF ASSIGNEE: | MARYLAND NATIONAL BANK
10 Light Street
Baltimore, Maryland 21202 |

4. This Financing Statement covers the following (the "Security"):

(a) The interest of the Debtor in all building materials, fixtures, equipment and tangible personal property of every kind and nature whatsoever, including the Equipment listed on Exhibit B attached hereto, now or hereafter located or contained in or attached to, the real property located in Anne Arundel County, Maryland, described on Exhibit A attached hereto and made a part hereof, and the improvements thereon (such real property, improvements and building materials and fixtures and the Equipment 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; together with all alterations, additions, accessions, and improvements thereto, substitutions therefor and renewals and replacements thereof; and, together with all proceeds thereof, including the proceeds of any and all insurance policies in connection therewith. The Real Property is also described in a certain Deed of Trust dated as of December 28, 1984 by the Debtor to the individual trustees of Maryland National Bank (the "Deed of Trust"). The Real Property and all of the other property described in paragraphs (a) and (b) of this Financing Statement are hereinafter referred to collectively as the "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

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result of, in connection with, or in lieu of (i) any taking of any portion of the Real Property or any part thereof under the power of eminent domain, either temporarily or permanently, and (ii) any other injury or damage, or decrease in value of, the Facility or any part thereof.

(c) The interest of the Debtor in any and all payments, proceeds, 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 any portion thereof.

(d) The interest of the Debtor in all of the rents, royalties, issues, profits, revenues, income and other benefits of the Real Property, 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, both now in existence or hereafter entered into with respect to the Real Property; and including, without limitation, all cash deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash is 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; reserving in the Debtor the right to collect and receive the same until there is a default under any of the Documents (as defined in the Financing Agreement hereinafter defined).

5. Proceeds and products of the Security are also covered.

6. This Financing Statement gives notice of and perfects the security interests granted by the Debtor to the Secured Party (and assigned by the Secured Party to the Assignee) under and pursuant to the Facility Financing Agreement dated as of December 24, 1984 (the "Financing Agreement") by and among the Debtor, the Secured Party, the Assignee and Maryland National Bank, a national banking association, as escrow agent (the "Escrow Agent") as security for a loan made by the Secured Party to the Debtor under and pursuant to the Financing Agreement as security for the Secured Party's Anne Arundel County, Maryland Economic Development Revenue Bond (Frank A. Malle, Jr. Facility), 1984 Series, dated as of December 14, 1984, in the principal amount of \$900,000 (the "Bond"), issued pursuant to, and in accordance with, the Maryland Economic Development Revenue Bond Act, Sections 266A to 266-I, inclusive, of Article 41 of the Annotated Code of Maryland, (1982 Replacement Volume, 1984 Cumulative Supplement), for the purpose of loaning the proceeds from the sale thereof (the "Loan") to the Borrower pursuant to the terms and conditions of the Financing Agreement for the sole and exclusive purpose of financing (i) the acquisition of approximately 3.45 acres of land designated as Lots No. 2 and No. 3 of the B.W.I. Commerce Park on the corner of Dorsey Road and Telegraph Road, in Anne Arundel County, Maryland (the "Land");

(ii) the construction on the Land of a building containing approximately 30,000 square feet to be used as a facility for the designing and fabrication of sheet metal and leased by the Borrower to Ample Sheet Metal, Inc., a Maryland corporation (the "Facility"); and (iii) the acquisition and installation of certain equipment and machinery that is necessary or useful in connection with the operation of the building described in (ii) above and the other improvements on the Land. The Bond and the interest thereon does not constitute an indebtedness or a charge against the general credit or taxing powers of the Secured Party within the meaning of any constitutional or charter provision or statutory limitation, and does not constitute or give rise to any pecuniary liability of the Secured Party.

Debtor:

FRANK A. MALLE, JR.

By: Frank A. Malle, Jr.
Frank A. Malle, Jr.

Secured Party:

ANNE ARUNDEL COUNTY, MARYLAND

By: O. James Lighthizer
O. James Lighthizer,
County Executive

Assignee:

MARYLAND NATIONAL BANK

By: Gregory A. Farno
Gregory A. Farno,
Vice President

Please Return to: Susan L. Spence, Esquire
Shapiro and Olander
Suite 2000 Charles Center South
36 South Charles Street
Baltimore, Maryland 21201

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Mailed to: _____
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EXHIBIT A

BOOK - 481 PAGE 246

DESCRIPTION OF LAND

That parcel of land located in Anne Arundel County, Maryland, designated Lots 2 and 3 as shown on Plat One entitled "BWI Commerce Park" recorded among the Land Records of Anne Arundel County, Maryland at Plat Book 93, Folio 12, Plat No. 4839, consisting of approximately 3.45 acres.

EXHIBIT B

BOOK - 481 PAGE 247

LIST OF EQUIPMENT

Equipment

Purchase Price

Vulcan 2400 Plasma Arc
Computerized Cutter

\$87,675

Altros Computer including hardware
and software

24,090

NOT SUBJECT TO
RECORDATION TAX

FINANCING STATEMENT

Debtor:	ANNE ARUNDEL COUNTY, MARYLAND Arundel Center Calvert and Northwest Streets Annapolis, Maryland 21401 Attn: County Executive	255132
Secured Party:	MARYLAND NATIONAL BANK 10 Light Street Baltimore, Maryland 21202 Attn: Real Estate Mortgage Department	

RECEIVED FOR RECORD
 DEPT. OF CLERK & COUNTY
 1985 JAN - 7 PM 12:54
 E. AUBREY COLLISON
 CLERK

RECORD FEE
 POSTAGE
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 10-00
 10-00
 10-00

3. This Financing Statement covers the following property:

The interest of the Debtor in and to (a) all of the Debtor's right, title and interest in and to and remedies under, and all moneys payable by the Borrower (hereinafter defined) to the Debtor, pursuant to the the Financing Agreement (hereinafter defined) and all other revenues of the Issuer attributable to the financing of the Facility (hereinafter defined) including (without limitation) any moneys realized from the sale of any security for the Loan (hereinafter defined); excepting any amounts paid by the Borrower to the Debtor, or for the account of the Debtor, to pay for, or reimburse the Debtor for any expenses incurred by or on behalf of the Debtor in connection with the financing of the Project, or for the purpose of indemnifying the Debtor under the terms and provisions of the Financing Agreement, or taxes and similar charges levied generally by the Debtor and (b) any and all moneys which are at any time or from time to time on deposit in the Escrow Fund established in the Financing Agreement.

4. Proceeds and products of the collateral are also covered.

5. This Financing Statement gives notice of and perfects the security interest granted by the Debtor to the Secured Party under and pursuant to the Facility Financing Agreement dated December ~~28~~, 1984 (the "Financing Agreement") by and among the Debtor, the Secured Party, Frank A. Malle, Jr., individually (the "Borrower") and Maryland National Bank, a national banking association, as Escrow Agent, relating to the Debtor's Anne Arundel County, Maryland Economic Development Revenue Bond (Frank A. Malle, Jr. Facility), 1984 Series, in the principal amount of \$900,000 (the "Bond"), issued and sold pursuant to and in accordance with the Maryland Economic Development Revenue Bond Act, codified at Section 266A to 266-I, inclusive, of Article 41 of the Annotated Code of Maryland (1982 Replacement Volume, 1984 Cumulative Supplement), for the purpose of loaning the proceeds from the sale thereof (the "Loan") to the Borrower pursuant to the terms and conditions of the Financing Agreement, for the sole and exclusive purpose of financing (i) the

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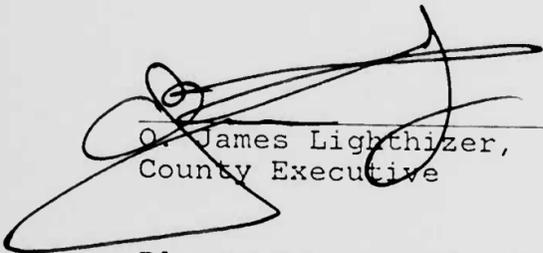
acquisition of approximately 3.45 acres of land designated as Lots No. 2 and No. 3 of the B.W.I. Commerce Park on the corner of Dorsey Road and Telegraph Road, in Anne Arundel County, Maryland (the "Land"); (ii) the construction on the Land of a building containing approximately 30,000 square feet to be used as a facility for the designing and fabrication of sheet metal and leased by the Borrower to Ample Sheet Metal, Inc. a Maryland corporation (the "Facility"); and (iii) the acquisition and installation of certain equipment and machinery that is necessary or useful in connection with the operation of the building described in (ii) above and the other improvements on the Land. The Bond and the interest thereon do not constitute an indebtedness or a charge against the general credit or taxing powers of the Debtor within the meaning of any constitutional or charter provision or statutory limitation, and shall not ever constitute or give rise to any pecuniary liability of the Debtor.

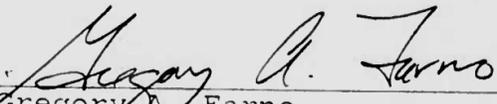
Debtor:

ANNE ARUNDEL COUNTY,
MARYLAND

Secured Party:

MARYLAND NATIONAL BANK


James Lighthizer,
County Executive

By: 
Gregory A. Farno,
Vice President

Please return to: Susan L. Spence, Esquire
Shapiro and Olander
36 S. Charles Street, Suite 2000
Baltimore, Maryland 21201

Mailed to: _____

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17:05:12/20/84
42379-00



MARYLAND NATIONAL BANK

We want you to grow.SM

255133

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 _____

E. AUBREY COLLISON
CLERK

1985 JAN -7 PM 3:49

RECEIVED FROM RECORDS
SECTION ANNE ARUNDEL COUNTY

Debtor(s) Name(s) Address(es)
 Hardin Associates, Inc. 7890 Solley Road
 Glen Burnie, Maryland 21061

Secured Party Address
 Maryland National Bank 1713 West Street
 Attention: Vickie Johnson Annapolis, Maryland 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.

Hardin Associates, Inc.
 _____ (Seal)
Jack Hardin
 _____ (Seal)
 Jack Hardin, Pres.
 _____ (Seal)
 _____ (Seal)

Secured Party
 Maryland National Bank
M. Faye Hughes
 _____ (Seal)
 M. Faye Hughes, Branch Officer
 Type name and title

RECORD FEE 11.00
 POSTAGE .50
 #0007 0037 R02 710144
 JAN 07 85

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

11/25



MARYLAND NATIONAL BANK
We want you to grow.SM

255134

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 _____

E. AUBREY COLLISON
CLERK

1985 JAN -7 PM 3:49

RECEIVED FOR RECORDATION
ANNE ARUNDEL COUNTY

Debtor(s) Name(s) Hardin-Huber, Inc. Address(es) 7890 Solley Road
Glen Burnie, Maryland 21061

Secured Party Maryland National Bank Address 1713 West Street
Annapolis, Maryland 21401
Attention: Vickie Johnson

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.

Hardin-Huber, Inc.

Michael W. Huber, Pres. (Seal)

_____ (Seal)

Secured Party
Maryland National Bank

M. Faye Hughes (Seal)

M. Faye Hughes, Branch Officer
Type name and title

RECORDATION FEE 11.00
POSTAGE .50
1985 JAN 07 11:34 AM
JAN 07 85

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

115

255135

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax
 Subject to Recordation Tax; Principal
Amount is \$ 107,800.00

To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Thomas R. Wilkinson
Patricia A. Wilkinson

Address

454 Marlboro Road
Lothian, Maryland 20711

Secured Party

Farmers National Bank of Maryland

Address

5 Church Circle
Annapolis, Maryland 21401

Assignee

THE FARMERS NATIONAL BANK OF ANNAPOLIS - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

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

1- 1984 International Front End Loader
Model Number 175C
Serial Number SN3891

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.

RECEIVED FOR RECORD
CIRCUIT COURT, ANNA COUNTY
1985 JAN - 8 AM 10:33
E. AUBREY COLLISON
CLERK

RECORD FEE 12.00
RECORD TAX 451.50
POSTAGE .50
#78953 0237 R02 110:29
JAN 08 85

Debtor (or Assignor)

Thomas R. Wilkinson
Thomas R. Wilkinson
Patricia A. Wilkinson
Patricia A. Wilkinson

Secured Party (or Assignee)

THE FARMERS NATIONAL
BANK OF ANNAPOLIS

BY

John R Ludwig
JOHN R LUDWIG

Type or print names under signatures

Mail to: THE FARMERS NATIONAL BANK OF ANNAPOLIS
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND

Mailed to Secured Party

12-
451.50

BOOK - 481 PAGE 253

031889

255136

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 52,000

To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Herrington North, Inc.

FRIENDSHIP, MD. 20758

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

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

- SB1 Sail Boat Stands All 8' Safety Chains
- SB2 Sail Boat Stands
- SB3 Sail Boat Stands
- MB3 Power Boat Stands

All boat stands of above description total \$1,338, and all safety chains for these stands per invoices submitted to Farmers National Bank.

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
 RECORD TAX 369.00
 POSTAGE .50
 #70954 0237 102 110:30
 JAN 08 85

RECEIVED FOR RECORD
 CLERK COURT HOUSE COUNTY
 1985 JAN - 8 AM 10:33
 E. AUBREY COLLISON
 CLERK



Debtor (or Assignor)

Secured Party (or Assignee)

Herrington North, Inc.

FARMERS NATIONAL BANK OF MARYLAND

BY: *E. Stewart Chavry*

BY: *M. Allen*

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

Mailed to Secured Party

11-
364-
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FINANCING STATEMENT

File No.

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) (OR ASSIGNOR) and Address(es)</p> <p>METRO BUILDING SUPPLY CO. 5200 Raynor Avenue Linthicum, Maryland 21090</p>	<p>2. a. SECURED PARTY (OR ASSIGNEE) and Address</p> <p>UNION TRUST COMPANY OF MARYLAND Post Office Box 1077 Baltimore, Maryland 21203 Attn: Commercial Finance Dept.</p> <p>2. b. ASSIGNEE OF SECURED PARTY (if any) and Address</p>
---	---

1985 JAN - 8 AM 10:37
RECEIVED RECORDATION COUNTY CLERK
E. ALBERTY COLLISON

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 wherever located, including, without limitation, all machinery, vehicles, furniture, furnishings, tools, fixtures, materials and supplies, and all documents and documents of title relating to any of the foregoing, together with all present and future parts, additions, accessories, replacements, attachments, accessions, replacement parts and substitutions therefor or thereto in any form whatsoever.

(Cont'd)

RECORD FEE 13.00
POSTAGE 50
#78959 0237 R02 T10:35
JAN 08 85

- 4. Proceeds and products of collateral are covered hereunder.
- 5. Number of additional sheets, if any, attached hereto: two
- 6. This transaction ~~is~~ (is not) exempt from the recordation tax
Principal amount of debt initially incurred is: \$11,300,000.00 (See attached Recordation Tax Calculation)
- 7. RETURN TO: Weinberg and Green (JCK)
100 South Charles Street, Baltimore, Maryland 21201

DEBTOR: Mailed to: _____

METRO BUILDING SUPPLY CO.
(Type Name)

By: Charles R. Thumell

CHARLES R. THUMELL Jan. 4, 1985
(Type Name and Title of Person Signing) (Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only.

13-50

Debtor: METRO BUILDING SUPPLY CO.

3. Cont'd

(b) All right, title and interest of Debtor in and to inventory of every type and description, now owned and hereafter acquired and wherever located, including, without limitation, raw materials, work in process, finished goods, goods returned or repossessed or stopped in transit, goods used for demonstration, promotion, marketing or similar purposes, property in, on or with which any of the foregoing may be stored or maintained, all materials and supplies usable or used or consumed in the course of Debtor's business, and all documents and documents of title relating to any of the foregoing, together with all present and future parts, additions, accessories, attachments, accessions, replacements, replacement parts and substitutions therefor or thereto in any form whatsoever.

(c) All of Debtor's present and future accounts, notes, instruments, documents, chattel paper, tax refunds, contract rights, general intangibles, goodwill, judgments, orders, awards and decrees in favor of Debtor, causes of action in favor of Debtor, retainages receivable, costs and estimated earnings in excess of billings on uncompleted contracts, deposits with sureties on bonded contracts, all goods returned, repossessed, or stopped in transit the sale, lease or other disposition of which contributed to the creation of any account, instrument or chattel paper, all present and future rights of Debtor to the payment of money due or to become due to Debtor for any reason whatsoever, whether or not such right to payment has been or is to be earned by any performance and howsoever such right to payment may be evidenced, whether by open account, instrument, note, draft, chattel paper, judgment, order, award, decree or otherwise, all rights which Debtor may at any time have, by law or agreement, against any account debtor or other obligor obligated to make such payment and all rights, liens and security interests which Debtor may at any time have, by law or agreement, against any property of any account debtor or against any property of any such other obligor, and all present and future rights of Debtor with respect to all licenses, patents, copyrights, franchises, trade names and trademarks.

Recordation Tax Calculation and Certification

Value of inventory, accounts, other exempt property	\$ 15,995,962			
			x \$11,300,000	= \$9,678,513.20
<hr/>				
Total value of all collateral	\$18,675,839			

Amount not exempt from tax = \$1,621,486.80

Tax = \$5,349.30

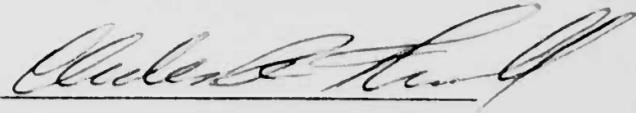
Less, \$2,640.00 previously paid to Prince George's County in connection with Deed of Trust dated January 4, 1985 from National Applicators, Inc. and Metro Building Supply Co. covering property on Central Avenue and Ashwood Avenue and filed in the Land Records of Prince George's County

= \$2,709.30

The Debtor certifies that the indebtedness secured hereby is the same indebtedness secured by similar financing statements dated and filed of even date in favor of Secured Party and against FAIRFAX INVESTMENT CORP., FAIRFAX BUILDING SUPPLY CO., INC., FAIRFAX BUILDING SUPPLY CO., INC. OF D.C., FAIRFAX BUILDING SUPPLY OF YORKTOWN CO., INC., FAIRFAX BUILDING SUPPLY CO., INC. OF NORFOLK, NATIONAL APPLICATORS, INC., METRO BUILDING SUPPLY CO., and TEK ASSOCIATES and that recordation tax in the above-amount was paid to the Maryland State Department of Assessments and Taxation.

METRO BUILDING SUPPLY CO.

Date: Jan. 4, 1985

By: 

A.A. County

11.50

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

BOOK - 481 PAGE 258

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 244989 recorded in Liber 455, Folio 598 on 15, November 1982 (date).

1. DEBTOR(S):

Name(s): Granny's Carport, Inc.
Address(es): 228 Mountian Road
Pasadena, Maryland 21122

2. SECURED PARTY:

Name: Equitable Bank, National Association
Address: 100 S. Charles Street
Baltimore, Maryland 21201
ATTN: A.J. Shaughness, Vice President

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 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. Additional Location:
7273 Baltimore Annapolis Blvd.
Ferndale, Maryland 21061

RECORD FEE 10.00
POSTAGE .50
#19010 CASE R02 113:49
JAN 08 85

9. DEBTOR: Granny's Carport, Inc.

Lois E. Baumann Pres
Lois E. Baumann, President

SECURED PARTY:

EQUITABLE BANK, National Association

By A.J. Shaughness, Vice President

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 JAN -8 PM 2:02

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

10.00
50

Fin state

BOOK - 481 PAGE 259

255139

FINANCING STATEMENT

TO BE RECORDED AMONG
THE LAND RECORDS OF
ANNE ARUNDEL COUNTY, MARYLAND

NOT SUBJECT TO
RECORDATION TAX

This Financing Statement is presented to a Filing
Officer pursuant to the Maryland Uniform Commercial Code.

- 1. NAME AND ADDRESS OF DEBTOR: The Kellington Associates Limited Partnership (formerly Kellington Limited Partnership) 7779 New York Lane Glen Burnie, Maryland 21061 Attn: Leonard J. Attman, General Partner
- 2. NAME AND ADDRESS OF SECURED PARTY: Anne Arundel County, Maryland Arundel Center Annapolis, Maryland 21401 Attn: Director of Administration
- 3. NAME AND ADDRESS OF ASSIGNEE: Equitable Bank, National Association 100 South Charles Street Baltimore, Maryland 21201 Attn: Real Estate Finance Department

1985 JAN - 8 11 8 - 11 2:23
E. ARUNDEL COUNTY CLERK

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

(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 Anne Arundel 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

RECORD FEE 27.00

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055 R02 T14:18

JAN 08 85

2700
D

Additions thereto (collectively, the "Equipment Collateral"), and all Proceeds (hereinafter defined) thereof. The Real Property is also described in a certain Deed of Trust dated as of December 1, 1984, between the Debtor and Frederick W. Nizer and Joseph V. Prado, trustees (the "Deed of Trust").

(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, 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.

(e) 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.

(f) 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 under and pursuant to the Loan and Financing Agreement dated as of December 1, 1984 (the "Financing Agreement"), by and among the Secured Party, Equitable Bank, National Association, 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 Anne Arundel County, Maryland Economic Development Revenue Bond (Kellington Limited Partnership Facility), 1984 Series (the "Bond"), which Bond does not constitute an indebtedness or charge against the general credit or taxing powers of the Secured Party, and does not constitute or give rise to any pecuniary liability of the Secured Party.

Debtor:
Associates
The Kellington Limited Partnership

By: *Leonard J. Attman*
Leonard J. Attman,
General Partner

By: *Gary D. Attman*
Gary D. Attman,
General Partner

Secured Party:
Anne Arundel County, Maryland

By: *Walter N. Chitwood*
~~Marita B. Brown~~
~~Budget Officer~~
Walter N. Chitwood
Controller

Filing Officer:

Return to:

Diane Hewes
Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202

Mailed to: _____

EXHIBIT A

PROPERTY DESCRIPTION

DESCRIPTION OF 9.2859 ACRES ±
PART OF THE LEONORA P. GARY ET AL PROPERTY
3RD DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND
~~FOR OFFICIAL RECORDS ONLY~~

THE FOLLOWING PROPERTY:

BEGINNING for the same at a pipe found at the southwesterly corner of land known as "Jumpers" Subdivision recorded among the Land Records of Anne Arundel County, Maryland in Plat Liber 72 Folio 1, and running thence and binding on said land North 54 degrees 33 minutes 48 seconds East 832.90 feet to an iron pipe to be set, marking the westerly boundary of a highway right of way 150 feet wide, being Ritchie Highway, thence binding on said right of way North 35 degrees 25 minutes 48 seconds West 488.99 feet to a pipe to be set marking the north east corner of land remaining to Leonora P. Gary et Al, thence binding on said land South 54 degrees 34 minutes 43 seconds West 821.12 feet to an iron pipe to be set marking the northerly boundary of a right of way 66 feet wide being property of the Baltimore and Annapolis Shortline Railroad, thence binding on said right of way South 34 degrees 3 minutes 1 second East 439.38 feet to the point of beginning, as surveyed and described by McCrone Incorporated in October 1984.

CONTAINING 9.2859 acres of land, more or less.

THE courses in the above description are referred to the Maryland State
Grid. . .

BEING and comprising part of the land described in a deed from Mercantile-Safe Deposit and Trust Company, Grantor, to Leonora Pumphrey Gary, Robert L. Pumphrey, Virginia Pumphrey Sohn, Katherine Regina Pumphrey Gray, and Louis E. Pumphrey Jr., Grantees, dated October 31, 1969 and recorded among the aforesaid Land Records in Liber 2315, folio 54. ~~It~~

~~shown on a plat intended to be recorded with this description.~~ The said Louis E. Pumphrey, Jr. died on October 7, 1972, and Jane Anne Pumphrey, one of the Grantors herein, was appointed Personal Representative, and all of the real property of Louis E. Pumphrey, Jr., including his interest in the property granted hereunder, was devised, pursuant to his Last Will and Testament, to Jane Anne Pumphrey, one of the Grantors herein.

Together with a perpetual and permanent easement over, across and under the following property:

PHYSICAL DESCRIPTION OF LAND OF AREA
1.5063 ACRES ±, PROPERTY OF LEONORA P. GARY ET AL
INTENDED AS SERVIENT TENEMENT OF AN EASEMENT IN
FAVOR OF LAND OF AREA 9.2859 ACRES ±, DOMINANT
TENEMENT, TO BE TRANSFERRED INSTANTLY FROM THE
OWNERSHIP OF LEONORA P. GARY ET AL, ALL
SITUATE IN THE 3RD DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at a monument found at the Northeasterly corner of land known as Kelington Subdivision, recorded among the Land Records of Anne Arundel County, Maryland, in Plat Liber 24 folio 20, and running thence and binding on the outline of said land South 54 degrees 34 minutes 43 seconds West 819.19 feet, to an iron pipe to be set marking the Northerly boundary of a right of way 66 feet wide, being property of the Baltimore and Annapolis Shortline Railroad, thence binding on said right of way South 34 degrees 3 minutes 1 seconds East 80.0 feet, to an iron pipe to be set marking the Southwesterly corner of a tract of land of 9.2859 acres ±, beneficiary of the easement herein described, thence binding on said land North 54 degrees 34 minutes 43 seconds East 821.12 feet, to a pipe to be set marking the Westerly boundary of a highway right of way 150 feet wide, being Governor Ritchie Highway, and thence binding

on said right of way North 35 degrees 25 minutes 48 seconds West 80.0 feet
to the point of beginning.

CONTAINING 1.5063 acres of land, more or less.

THE courses in the above description are referred to the Maryland
State Grid.

Being also the 9.286+ acre parcel of land and 80' common
use right-of-way shown on the Minor Subdivision Plat "80' Common
Use Right-of-Way Through Leonora P. Gary Property" dated
November 28, 1984 and recorded among the Land Records of Anne
Arundel County on December 27, 1984 at Liber 3830, page 884.

Fin. State B

BOOK - 481 PAGE 265 255140

FINANCING STATEMENT

TO BE RECORDED AMONG
THE FINANCING STATEMENTS OF
ANNE ARUNDEL COUNTY, MARYLAND

NOT SUBJECT TO
RECORDATION TAX

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code:

- 1. NAME AND ADDRESS OF DEBTOR: Anne Arundel County, Maryland
Arundel Center
Annapolis, Maryland 21401
Attn: Director of Administration
- 2. NAME AND ADDRESS OF SECURED PARTY: Equitable Bank, National Association
100 South Charles Street
Baltimore, Maryland 21201
Attn: Real Estate Finance Department

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

(a) All of the Debtor's right, title and interest in and to and remedies under all of the following documents and any and all other documents evidencing or securing the Loan (hereinafter defined), and all extensions, renewals and modifications thereof, amendments and supplements thereto and substitutions therefor, and including (without limitation) any and all security referred to therein (collectively, the "Documents"):

(i) the Loan and Financing Agreement dated as of December 1, 1984 by and among the Debtor, The Kellington Associates Limited Partnership (formerly Kellington Limited Partnership), a Maryland limited partnership (the "Borrower"), Equitable Bank, National Association, a national banking association, as Escrow Agent, and the Secured Party (the "Financing Agreement");

(ii) the Promissory Note dated as of December 1, 1984 made by the Borrower payable to the Debtor in the principal amount of \$9,000,000 (the "Note"); and

(iii) the Deed of Trust dated as of December 1, 1984 between the Borrower and Frederick W. Nizer and Joseph V. Prado, as Trustees, covering the real property located in

RECEIVED FOR RECORD
CLERK ANNE ARUNDEL COUNTY
1985 JAN -8 PM 2:23
E. AUBREY COLLISON
CLERK

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#7020 0055 R02 114:19
JAN 09 85

1300
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Anne Arundel County, Maryland, and certain other property described therein (collectively, the "Property"), and recorded, or intended to be recorded, among the Land Records of Anne Arundel County, Maryland; and

(iv) the Personal Guaranty Agreement dated as of December 1, 1984 executed and delivered by Erwin L. Greenberg, Herbert B. Mittenthal, Leonard J. Attman and Gary L. Attman.

(b) All "Pledged Receipts" in connection with the loan being made by the Debtor to the Borrower from the proceeds of the Anne Arundel County, Maryland Economic Development Revenue Bond (Kellington Limited Partnership Facility), 1984 Series, dated as of December 1, 1984 (the "Bond") pursuant to the Financing Agreement and as evidenced by the Note (the "Loan"), which Pledged Receipts include scheduled payments of principal and interest on the Note, condemnation awards and insurance proceeds, Receipts Requiring Mandatory Redemption (hereinafter defined), and any other payments required or provided for by the Documents. As used in this Financing Statement, "Receipts Requiring Mandatory Redemption" means:

(i) all amounts received by the Debtor from the proceeds of any sale of the Property (or any portion thereof), including any profit realized by the Borrower in connection therewith, and required by any of the Documents to be applied to the redemption of the Bond,

(ii) any amounts remaining in the Escrow Fund (as defined in the Financing Agreement) after the completion of the Facility (as defined in the Financing Agreement),

(iii) the \$3,300,000 of the Loan proceeds allocated for Phase II (as defined in the Financing Agreement) of the Facility if the construction of Phase II has not commenced on or before December 31, 1985, as described in Section 6.5(k) of the Financing Agreement,

(iv) any amounts received by the Borrower from any recoveries from any contractors, as provided in Section 6.6(e) of the Financing Agreement,

(v) any Net Proceeds (as defined in the Financing Agreement) received as a result of any damage to or condemnation of the Property and required by the Secured Party to be applied to the

redemption of the Bond, as provided in Article IX of the Financing Agreement, and

(vi) any other amount or amounts received from any source and required by the Documents or by the Secured Party to be applied to the redemption of the Bond.

(c) All moneys which are at any time or from time to time on deposit in the Escrow Fund.

(d) All of the Debtor's right, title and interest in and to and remedies with respect to any and all other property of every description and nature from time to time by delivery or by writing of any kind conveyed, pledged, assigned or transferred, as and for additional security under the Financing Agreement, by the Debtor or by anyone on its behalf or with its written consent, to the Secured Party.

Notwithstanding the foregoing provisions, there shall be excluded from the property described in this paragraph 3 all rights of the Debtor to (i) reimbursement and indemnification pursuant to the Financing Agreement and all enforcement remedies with respect to the foregoing, (ii) receive notices under any of the Documents, and (iii) make any determination and grant any approval or consent to anything in the Documents requiring the Debtor's determination, consent or approval.

4. Proceeds and products 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.

5. This Financing Statement gives notice of and perfects a security interest granted by the Debtor to the Secured Party under and pursuant to the Financing Agreement as security for the Bond, which is being issued pursuant to the Maryland Economic Development Revenue Bond Act, which Bond does not constitute an indebtedness or charge against the general credit or taxing powers of the Debtor, and does not constitute or give rise to any pecuniary liability of the Debtor.

Debtor:

ANNE ARUNDEL COUNTY, MARYLAND

By: Walter N. Chitwood
~~Marita B. Brown, Budget~~
~~Officer~~
Walter N. Chitwood
Controller

BOOK - 481 PAGE 268

Filing Officer: Return to: Diane Hewes
Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202

SHC16/3

Mailed to: ~~_____~~

031772

BOOK - 481 PAGE 269

25514T

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax
 Subject to Recordation Tax; Principal
Amount is \$ 5,000

To be Recorded in Land Records (For Fixtures Only).

<u>Name of Debtor</u>	<u>Address</u>
FALCO INC. Frederick A Leyland Linda C. Leyland <u>Secured Party</u>	910 West St. Annapolis Md 21401 <u>Address</u>

Assignee

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

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

1978 Ford Tow + truck F350 Serial No F37HEB6
0360 + 1974 Ford Tow Truck Ser. No. F37HCJ86576
and all equipment, inventory + accounts receivable
now owned or hereafter added

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
RECORD TAX	35.00
POSTAGE	50
775033 0237 002 715:07	
	JAN 03 85

RECEIVED FROM RECORD
 CLERK COURT HOUSE COUNTY
 1985 JAN - 8 PM 3:10
 E. AUBREY COLLISON
 CLERK

Debtor (or Assignor)

Secured Party (or Assignee)

FALCO INC
by Frederick A. Leyland Pres
Linda C. Leyland Treas
Frederick A. Leyland
Linda C. Leyland
Individually
BY Individually

FARMERS NATIONAL BANK OF MARYLAND

BY *[Signature]*
F.N. Greene V.P.

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401



Mailed to Secured Party

13-00
35-00
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

James Pelura III, D.V.M.
Marianne Pelura

Address

385 Mill Swamp Road
Edgewater, Maryland 21037

Secured Party

Farmers National Bank of Maryland

Address

5 Church Circle
Annapolis, Maryland 21404

Assignee

THE FARMERS NATIONAL BANK OF ANNAPOLIS - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

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

(1) #1372230 WM-WIC50 Imaging system 3.2MHZ/115VAC
Console S/N 11133, Monitor S/N KA3650163 VCR 32771412

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 12.00
 RECORD TAX 52.50
 POSTAGE .50
 #79034 C237 R02 715:08
 JAN 08 85

RECEIVED FOR RECORD
 CIRCUIT COURT, ANNE ARUNDEL COUNTY
 1985 JAN - 8 PM 3: 10
 E. AUBREY COLLISON
 CLERK

Debtor (or Assignor)

James Pelura D.V.M.
 James Pelura D.V.M.
Marianne Pelura
 Marianne Pelura

Secured Party (or Assignee)

THE FARMERS NATIONAL
BANK OF ANNAPOLIS

BY *[Signature]*

Type or print names under signatures

Mail to: THE FARMERS NATIONAL BANK OF ANNAPOLIS
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND

Mailed to Secured Party

12-50
52-50

TO BE RECORDED IN THE
FINANCING STATEMENT
RECORDS OF THE STATE
DEPARTMENT OF ASSESS-
MENTS AND TAXATION AND
IN THE FINANCING STATE-
MENT RECORDS OF ANNE
ARUNDEL COUNTY, MARYLAND

NOT SUBJECT TO
RECORDATION TAX

FINANCING STATEMENT

1. Debtor: ANNE ARUNDEL COUNTY, MARYLAND
Address: Arundel Center, Calvert & Northwest Streets
Annapolis, Maryland 21401
Attention: Director of Administration
2. Secured
Party: WACHOVIA BANK AND TRUST COMPANY, N.A.
Address: 227 Fayetteville Street
Raleigh, North Carolina 27602
Attention: David Jolley
3. This Financing Statement covers the assignment by the Debtor to the Secured Party of the property listed in Exhibit A hereto.
4. Proceeds and products of the collateral described in paragraph 3 above are covered by the Financing Statement.

The Debtor has made the assignment of the above men-
tioned collateral pursuant to Resolution No. 67-84 of the
County Council of Anne Arundel County, Maryland, approved
the County Executive on July 16, 1984, to secure payment of the
principal of, and interest on, the Debtor's \$7,500,000 Anne
Arundel County, Maryland Industrial Development Revenue Bonds
(BWI Hotel Associates Limited Partnership Project), 1984
Series, which bonds do not constitute an indebtedness or charge
against the general credit and taxing powers of the Debtor, and
do not constitute or give rise to any pecuniary liability of
the Debtor.

Debtor:

ANNE ARUNDEL COUNTY, MARYLAND

By: Marita B. Brown
Marita B. Brown,
Budget Officer

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 JAN -8 PM 3:52

E. AUBREY COLLISON
CLERK

RECORDATION FEE 11.00
BUSINESS STAMP
700000 0345 R01 T13-47
50
JAN 08 85

18-10
52

EXHIBIT A

BOOK - 481 PAGE 272

(a) All of the Debtor's right, title and interest in and to and remedies under, including all moneys payable by the Borrower to the Debtor pursuant to, the Bond Purchase Agreement and Loan Agreement dated as of December 1, 1984 between the Debtor, Wachovia Bank and Trust Company, N.A., Wheat, First Securities, Inc. and BWI Hotel Associates Limited Partnership (collectively, the "Borrower"), together with any and all modifications, alterations, amendments and supplements thereto (the "Loan Agreement"), including without limitation any and all security referred to therein, excepting, however, any rights of the Debtor or its officers or employees to payment by the Borrower or any other person on the Borrower's behalf with respect to certain expenses and indemnification under the Loan Agreement and any other Basic Document (as defined in the Loan Agreement) and all enforcement remedies with respect thereto.

(b) All of the Debtor's right, title and interest in and to and remedies under, including all moneys payable by the Borrower to the Debtor pursuant to, the Note dated December 28, 1984 evidencing the loan made pursuant to the Loan Agreement (the "Note"), and such other documents, guaranties, and security agreements securing or relating to the Loan or the Bond (as defined in the Loan Agreement), and all other revenues of the Debtor attributable to the financing of a certain facility located at Belle Grove Road (MD Route 170) and Old Annapolis Road (MD Route 648) (the "Facility"), including (without limitation) any moneys realized from the sale of any security for the loan evidenced and secured by the Loan Agreement; excluding, however, any rights of the Debtor or its officers or employees to payment by the Borrower or any other person on the Borrower's behalf with respect to certain expenses and indemnification under the Loan Agreement and any other Basic Document and all enforcement remedies with respect thereto.

(c) All of the Debtor's right, title and interest in all moneys on deposit in the Construction Fund as that term is described in the Loan Agreement.

(d) All right, title and interest in and to and remedies with respect to any and all other property of every description and nature from time to time hereafter by delivery or by writing of any kind conveyed, pledged, assigned or transferred, as or for additional security for the loan evidenced and secured by the Loan Agreement, by the debtor or by anyone on its behalf or with its written consent, to the Secured Party, which is hereby authorized to receive any and all such property at any and all times to hold and apply the same subject to the terms of the Loan Agreement and any other documents executed in connection therewith.

Luke Marbury
1800 Mercantile Bank
2 Hopkins Plaza
Baltimore MD
21202

Mailed to: _____

255144

BOOK - 481 PAGE 273

MA4209 CJ72

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT (Maryland)

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) Brooke Jr., Oliver Kern 1204 Thompson Ave Severn, MD 21144	2. Secured Party(ies) and Address(es) Ford Motor Credit 1101 North Point Blvd Balt., Md 21224
--	--

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

3. This Financing Statement covers the following types (or items) of personal property:
ONE FORD 420 KA211F TRACTOR, LOAER, GALKHOS
w/CAB 9/N C. 520547

Check if covered: Proceeds of collateral covered Products of collateral covered

RECORD FEE 11.00
POSTAGE .50
479036 C287 102 115:48
JAN 08 85

4. This transaction is exempt from the Recording Tax.

Filed with:

Anne Arundel Co.

Oliver Kern Brooke Jr.
(SIGNATURE OF DEBTOR)

Ford Motor Credit
(NAME OF SECURED PARTY)

Oliver Kern Brooke Jr.
(SIGNATURE OF DEBTOR)

BY: *Kathy Niedzielski*
Kathy Niedzielski
PRINTED IN U.S.A.

E. AUBREY COLLISON
CLERK

1985 JAN - 8 PM 3:57

RECEIVED BY RECORD
OFFICE OF THE CLERK
JAN 08 1985
ANNE ARUNDEL COUNTY

7098-M (MARYLAND) PREVIOUS EDITIONS MAY BE USED

Mailed to Secured Party

1150

Md. 1/24/79
L 71B
UCC

BOOK - 481 PAGE 274

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Commercial Law Article of the Annotated Code of Maryland and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 239328 Dated July 22, 1981

Record Reference LIBER 441 PAGE 163

2. DEBTOR is:

Name: James C. Drenning & Kathi A. Drenning
(Last Name First)

Address: 730 214th Street/Pasadena, Maryland 21122

3. SECURED PARTY is:

Name: Frederick Production Credit Association

Address: P. O. Box 607/Frederick, Maryland 21701

RECORD FEE 10.00
POSTAGE .50
#79037 C237 102 115:49
JAN 08 85

The Secured Party further certifies that it 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 Commercial Law Article of the Annotated Code of Maryland, 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: Frederick Production Credit Association
P. O. Box 607/Frederick, Maryland 21701

SECURED PARTY:

By: Donald E. Rough (Title)

Donald E. Rough, Sec. Treasurer

Mailed to Secured Party

1050

E. AUBREY COLLISON
CLERK

1985 JAN -8 PM 3:57

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY

KP

Date: December 12, 1984

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK - 481 PAGE 275
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. \$ 2807.33

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

This financing statement Dated 12/07/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 255145

1. DEBTOR

Name RALPH N. BURLEY
Address 7626 WATSS ROAD HANOVER, MD. 21067

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING, INC.
Address 7528 RITCHIE HWY. 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)

- LIVING ROOM SET
- BEDROOM SET
- DINING ROOM SET
- VACUUM CLEANER
- 1 TV. SET
- 1 STEREO

RECORD FEE 11.00
 RECORD TAX 17.50
 POSTAGE .50
 #79038 0237 R02 T15:50
 JAN 08 85

RECEIVED FOR RECORD
 CIRCUIT COURT BAL. COUNTY
 1985 JAN -8 PM 3:57
 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)

Ralph N. Burley
(Signature of Debtor)

RALPH N. BURLEY
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Michelle L. Morrison
(Signature of Secured Party)

MICHELLE L MORRISON

Type or Print Above Signature on Above Line

11-20
17 5/2
5

Mailed to Secured Party

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 237687

RECORDED IN LIBER 437 FOLIO 93 ON April 30 '81 (DATE)

1. DEBTOR

Name Prusak, Joseph A.
Address 1218 Old Camp Meade Rd., Seven, MD 21144

2. SECURED PARTY

Name John Deere Company
Address PO 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)

RECEIVED FOR RECORD
CLERK COURT, N. COUNTY
1985 JAN -8 PM 3:57
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: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

JOHN DEERE COMPANY

RECORD FEE 10.00
POSTAGE .50
#79041 C237 R02 T15:53
JAN 08 85

Dated 11 Dec. 1984

R. W. Edwards
(Signature of Secured Party)

R.W. Edwards, Asst. Treas.
Type or Print Above Name on Above Line

Mailed to Secured Party

1050

TO BE RECORDED IN LAND RECORDS SUBJECT TO RECORDING TAX ON PRINCIPAL AMOUNT OF \$ _____
 NOT TO BE RECORDED IN LAND RECORDS NOT SUBJECT TO RECORDING TAX ON PRINCIPAL AMOUNT OF \$ _____

FINANCING STATEMENT

1. Debtor(s): Three Ten (310) Third Street, Inc., t/a O'Leary's Seafood
 Name or Names - Print or Type Restaurant, General Partner, T. Phillip Dunn,
310 Third Street Annapolis, MD 21403 President
 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: H. Stern and Company, Inc.
 Name or Names - Print or Type _____
10400 Connecticut Avenue Kensington, MD 20895
 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 goods of the debtor, including raw materials, or materials used or consumed in the business of the debtor, commonly referred to as inventory.
 - All personal property ^{equipment} 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.

5. If collateral is crops, describe real estate.

RECORD FEE 12.00
 POSTAGE .50
 #00029 0040 R01 T11:48
 JAN 9 85

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S): THREE TEN (310) THIRD STREET, SECURED PARTY: INC., t/a O'LEARY'S SEAFOOD RESTAURANT

Thomas J. O'Leary, President
(Signature of Debtor)

By Thomas O'Leary, President
Type or Print

Thomas J. O'Leary, President
(Signature of Debtor)

Thomas O'Leary, President
Type or Print

H. Stern and Company, Inc.
(Company, if applicable)

Harry Stern, Pres.
(Signature of Secured Party)

Harry Stern, 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 Alan W. Bernstein, Esq., P.O. Box 591, Annapolis, MD 21404

Lucas Bros. Form F-3

Mailed to: _____

RECEIVED FOR RECORD
CIRCUIT COURT, S.A. COUNTY

1985 JAN -9 AM 11:53

E. AUBREY COLLISON
CLERK

12.00

TO BE RECORDED IN LAND RECORDS
 NOT TO BE RECORDED IN LAND RECORDS

SUBJECT TO RECORDING TAX ON PRINCIPAL AMOUNT OF \$ _____
 NOT SUBJECT TO

FINANCING STATEMENT

Tucker Landing Limited Partnership by Dunn Development Co., Inc.
 I. Phillip Dunn, General Partner and I. Phillip Dunn, President
 Name or Names - Print or Type

1. Debtor(s):

126 West Street Annapolis, Maryland 21401
 Address - Street No., City - County State Zip Code

I. Phillip Dunn
 Name or Names - Print or Type

126 West Street Annapolis, Maryland 21401
 Address - Street No., City - County State Zip Code

2. Secured Party:

H. Stern and Company, Inc.
 Name or Names - Print or Type

10400 Connecticut Avenue, Suite 405, Kensington, MD 20795
 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 of the debtors' interest in the Tucker Landing Limited Partnership, a Maryland Limited Partnership.

This Financing Statement includes proceeds from the sale of the interests, cash, distributions, cash flow and any and all other benefits of ownership.

4. If above described personal property is to be affixed to real property, describe real property. This Financing Statement shall cover present and after acquired partnership interests in the above partnership. See Schedule A attached for description.

5. If collateral is crops, describe real estate.

RECORD FEE 13.00
 POSTAGE .50
 #00031 0040 R01 111:49
 15

6. Proceeds of collateral are are not covered.
 7. Products of collateral are are not covered.

DEBTOR(S):
 TUCKER LANDING LIMITED PARTNERSHIP
 (Signature of Debtor)
 By Dunn Development Co., Inc., General Partner, I. Phillip Dunn, President
 Type or Print
 (Signature of Debtor)
 I. Phillip Dunn
 Type or Print

SECURED PARTY:
 H. STERN AND COMPANY, INC.
 (Company, if applicable)
 (Signature of Secured Party)
 Jerome I. Feldman, 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 Bernstein & Feldman, P.A., P.O. Box 591, Annapolis; MD 21404

Less Bros. Form F-3 Mailed to: _____

RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY

1985 JAN -9 AM 11:53

E. AUBREY COLLISON
 CLERK

1300 50

FINANCING STATEMENT

255148

1. Names of Debtors: LEONARD J. ATTMAN,
Address: LOWELL R. GLAZER, individually
and as co-partners t/a
FREETOWN INVESTMENT COMPANY
7779 New York Lane
Glen Burnie, Maryland 21061
2. Name of Secured Party: EQUITABLE BANK, NATIONAL ASSOCIATION
Address: 100 South Charles Street
Baltimore, Maryland 21201
Attn: Frederick W. Nizer
Vice President

RECORD FEE 13.00
POSTAGE .50
#00053 0040 R01 T12:10
JAN 9 85

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

(a) The interest of Debtors in all of the materials, machinery, apparatus, equipment, carpets, building materials, fittings, fixtures, office furniture, furnishings, appliances and other goods, chattels and personal property of every kind and nature whatsoever, at any time located on the Mortgaged Property (as hereinafter defined), or used in connection with the present or future operation of the Mortgaged Property or any improvements thereon, and now owned or hereafter acquired by Debtors, including but not limited to, all heating, lighting, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, refrigerators, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, ventilating, and communications apparatus, cooling, refrigerating and freezing equipment, air-cooling and air-conditioning apparatus, elevators, escalators, partitions, ducts and compressors, and all renewals or replacements thereof or articles in substitution therefor. The term "Mortgaged Property" as used in this Financing Statement means that certain real property located in Anne Arundel County, Maryland and more particularly described in a Deed of Trust dated January 8, 1985, from Debtors to Frederick W. Nizer and Joseph V. Prado, Trustees, which Deed of Trust was recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland contemporaneously with the filing of this Financing Statement.

(b) All of the Debtors' right, title and interest in and to, including, without limitation, all of the Debtors' accounts and general intangibles arising out of or in connection with, any and all leases executed by the Debtors, as lessor, of all or any part of the Mortgaged Property or any improvements thereon, whether now or hereafter executed, and the proceeds thereof.

(c) All of the Debtors' right, title, and interest in and to, including, without limitation, all of the Debtors' accounts and general intangibles arising out of or in connection with, any and all contracts of sale executed by the Debtors, as seller, of all or any part of the Mortgaged Property or any improvements thereon, whether now or hereafter executed, and the proceeds thereof.

(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. Proceeds and products of the collateral are also covered.

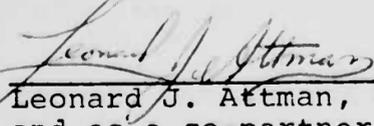
RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

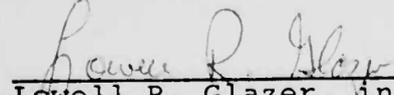
1985 JAN -9 PM 12:14

E. AUBREY COLLISON
CLERK

5. The Debtors certify that no recordation tax is due in connection with the filing of this Financing Statement.

Debtors:

 (SEAL)
Leonard J. Attman, individually,
and as a co-partner of
Freetown Investment Company

 (SEAL)
Lowell R. Glazer, individually,
and as a co-partner of
Freetown Investment Company

DATED: January 5, 1985

(Mr. Clerk: Return to Diane Hewes
Miles & Stockbridge
10 Light Street, Suite 1900
Baltimore, Maryland 21202
Mailed to: _____

PLEASE RECORD WITH: State Department of Assessments and Taxation
Anne Arundel County Land Records
✓ Anne Arundel County Financing Statement Records

031928

BOOK - 481 PAGE 281

255149

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax
 Subject to Recordation Tax; Principal
Amount is \$ 10,000.00

To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

D & G Container, Inc.

2729 Merchant Drive
Baltimore, MD 21230

Secured Party

Address

RECORD FEE 11.00
RECORD TAX 70.00
POSTAGE .50
#100059 0345 R01 T12:36
JAN 9 85

~~XXXXXXXXXX~~
FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate
list if necessary

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

1-New 1984 TCM 3,000 lb. Sit Down Rider Forklift Truck

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.

E. AUBREY COLLISON
CLERK

1985 JAN -9 PM12:38

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY



Debtor (or Assignor)
D & G Container, Inc.

Secured Party (or Assignee)

By: *James E. Davidson*
James E. Davidson, President

FARMERS NATIONAL
BANK OF MARYLAND

By: *Everett E. Whitmore*
Everett E. Whitmore, Vice President

By: *Frank T. Lowman*
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

11 -
70 30

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Liber No. 445 Page No. 417
Identification No. 241044 Dated 1/5/82

1. Debtor(s) { Dart Group Corporation (formerly Dart Drug Corporation)
Name
3301 Pennsy Drive, Landover, MD 20785
Address—Street No., City - County State Zip Code

2. Secured Party { AMVEST Capital Corporation (formerly AMVEST Leasing & Capital Corp)
Name
One Boar's Head Place, Charlottesville, VA 22905
Address—Street No., City - County State Zip Code
Chemical Business Credit Corp.

SECURED PARTY OF RECORD:

3. Maturity Date (if any) _____

4. Check Applicable Statement:

RECORD FEE 10.00
POSTAGE .50
#00120 C040 R01 T15:15
JAN 9 85

<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>

All collateral specified in original financing statement referenced above.

ASSIGNEE: The Savers Leasing Corporation
Suite 207, The Blaustein Building
One North Charles Street
Baltimore, MD 21201

Dated: October 31, 1984
By: [Signature] Chemical Business Credit Corp.
By: [Signature] AMVEST Capital Corporation

FILED WITH: Clerk of the Circuit Court
Anne Arundel County, MD
Annapolis, MD 21404

TO THE FILING OFFICER: After this statement has been recorded please mail the same

The Savers Leasing Corporation
Suite 207, The Blaustein Building
One North Charles Street
Baltimore, MD 21201

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 JAN -9 PM 3:31

E. AUBREY COLLISON
CLERK

Mailed to: _____

10.00

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Liber No. 444 Page No. 506
~~INDEX~~ Identification No. 240766 Dated 12/10/81

1. Debtor(s) { Dart Group Corporation (formerly Dart Drug Corporation)
 Name
 3301 Pennsy Drive, Landover, MD 20785
 Address—Street No., City - County State Zip Code

2. Secured Party { AMVEST Capital Corporation (formerly AMVEST Leasing & Capital Corp)
 Name
 One Boar's Head Place, Charlottesville, VA 22905
 Address—Street No., City - County State Zip Code
 Chemical Business Credit Corp.

SECURED PARTY OF RECORD:

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 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>

RECORD FEE 10.00
 POSTAGE .50
 #00121 0040 001 715:16

JAN 9 85

All collateral specified in original financing statement referenced above.

ASSIGNEE: The Savers Leasing Corporation
 Suite 207, The Blaustein Building
 One North Charles Street
 Baltimore, MD 21201

Dated: October 31, 1984

Chemical Business Credit Corp.
 By: [Signature]
AMVEST Capital Corporation
 By: [Signature]

FILED WITH: Clerk of the Circuit Court
 Anne Arundel County, MD
 Annapolis, MD 21404

TO THE FILING OFFICER: After this statement has been recorded please mail the same to

The Savers Leasing Corporation
 Suite 207, The Blaustein Building
 One North Charles Street
 Baltimore, MD 21201

RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY

1985 JAN -9 PM 3:31

E. AUBREY COLLISON
 CLERK

Mailed by: _____

10 00 52

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Liber No. 445 Page No. 415
Identification No. 241043 Dated 1/5/82

1. Debtor(s) { Dart Group Corporation (formerly Dart Drug Corporation)
Name
3301 Pennsy Drive, Landover, MD 20785
Address—Street No., City - County State Zip Code

2. Secured Party { AMVEST Capital Corporation (formerly AMVEST Leasing & Capital Corp)
Name
One Boar's Head Place, Charlottesville, VA 22905
Address—Street No., City - County State Zip Code
Chemical Business Credit Corp.

SECURED PARTY OF RECORD:

3. Maturity Date (if any) _____

4. Check Applicable Statement:

RECORD FEE 10.00
POSTAGE .50
#00122 0040 R01115-1.6
JAN 9 85

<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>

All collateral specified in original financing statement referenced above.

ASSIGNEE: The Savers Leasing Corporation
Suite 207, The Blaustein Building
One North Charles Street
Baltimore, MD 21201

By: Frank Thomas, VP
Chemical Business Credit Corp.
AMVEST Capital Corporation
By: Wayne J. Pisatis, A/P
Dated: October 31, 1984

FILED WITH: Clerk of the Circuit Court
Anne Arundel County, MD
Annapolis, MD 21404

TO THE FILING OFFICER: After this statement has been recorded please mail the same to

The Savers Leasing Corporation
Suite 207, The Blaustein Building
One North Charles Street
Baltimore, MD 21201

Mailed to: _____

RECEIVED FOR RECORD
CIRCUIT COURT, ANNAPOLIS, MARYLAND
1985 JAN -9 PM 3:31
E. AUBREY COLLISON
CLERK

10.00 5

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Liber No. 444 Page No. 292
Identification No. 240621 Dated 12/1/81

1. Debtor(s) { Dart Group Corporation (formerly Dart Drug Corporation)
Name
3301 Pennsy Drive, Landover, MD 20785
Address—Street No., City - County State Zip Code

2. Secured Party { AMVEST Capital Corporation (formerly AMVEST Leasing & Capital Corp)
Name
One Boar's Head Place, Charlottesville, VA 22905
Address—Street No., City - County State Zip Code
Chemical Business Credit Corp.

SECURED PARTY OF RECORD:

3. Maturity Date (if any) _____

4. Check Applicable Statement:

RECORD FEE 10.00
POSTAGE .50
#00123 0040 R01115:17
JUN 9 85

<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>

All collateral specified in original financing statement referenced above.

ASSIGNEE: The Savers Leasing Corporation
Suite 207, The Blaustein Building
One North Charles Street
Baltimore, MD 21201

By: Frank V. Luna, VP
Chemical Business Credit Corp.
AMVEST Capital Corporation
By: Wayne J. Peates, AVP
Dated: October 31, 1984

FILED WITH: Clerk of the Circuit Court
Anne Arundel County, MD
Annapolis, MD 21404

TO THE FILING OFFICER: After this statement has been recorded please mail the same to

The Savers Leasing Corporation
Suite 207, The Blaustein Building
One North Charles Street
Baltimore, MD 21201

Mailed to: [Signature]

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1985 JAN -9 PM 3:31

E. AUBREY COLLISON
CLERK

10.00

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Liber No. 447 Page No. 311
Identification No. 241667 Dated 3/5/82

1. Debtor(s) { Dart Group Corporation (formerly Dart Drug Corporation)
Name
3301 Pennsy Drive, Landover, MD 20785
Address—Street No., City - County State Zip Code

2. Secured Party { AMVEST Capital Corporation (formerly AMVEST Leasing & Capital Corp)
Name
One Boar's Head Place, Charlottesville, VA 22905
Address—Street No., City - County State Zip Code
ChemCredit, Inc.

SECURED PARTY OF RECORD:

3. Maturity Date (if any) _____

RECORD FEE 10.00
POSTAGE .50

4. Check Applicable Statement:

#00124 0040 R01 T15:17
JAN 9 85

<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>

All collateral specified in original financing statement referenced above.

ASSIGNEE: The Savers Leasing Corporation
Suite 207, The Blaustein Building
One North Charles Street
Baltimore, MD 21201

ChemCredit, Inc.

By: [Signature]

Dated: October 31, 1984

AMVEST Capital Corporation

By: [Signature]

FILED WITH: Clerk of the Circuit Court
Anne Arundel County, MD
Annapolis, MD 21404

TO THE FILING OFFICER: After this statement has been recorded please mail the same to

The Savers Leasing Corporation
Suite 207, The Blaustein Building
One North Charles Street
Baltimore, MD 21201

RECEIVED FOR RECORD
CIRCUIT COURT, ANN. COUNTY

1985 JAN -9 PM 3:31

E. AUBREY COLLISON
CLERK

Mailed to: _____

10.00

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Liber No. 447 Page No. 357
Identification No. 241690 Dated 3/8/82

1. Debtor(s) { Dart Group Corporation (formerly Dart Drug Corporation)
Name
3301 Pennsy Drive, Landover, MD 20785
Address—Street No., City - County State Zip Code

2. Secured Party { AMVEST Capital Corporation (formerly AMVEST Leasing & Capital Corp)
Name
One Boar's Head Place, Charlottesville, VA 22905
Address—Street No., City - County State Zip Code
ChemCredit, Inc.

SECURED PARTY OF RECORD:

3. Maturity Date (if any) _____

4. Check Applicable Statement:

RECORD FEE 10.00
POSTAGE .50
#00125 0040 R01 T15:17
JAN 9 85

<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>

All collateral specified in original financing statement referenced above.

ASSIGNEE: The Savers Leasing Corporation
Suite 207, The Blaustein Building
One North Charles Street
Baltimore, MD 21201

ChemCredit, Inc.
By: [Signature]

Dated: October 31, 1984

AMVEST Capital Corporation
By: [Signature]

FILED WITH: Clerk of the Circuit Court
Anne Arundel County, MD
Annapolis, MD 21404

TO THE FILING OFFICER: After this statement has been recorded please mail the same

The Savers Leasing Corporation
Suite 207, The Blaustein Building
One North Charles Street
Baltimore, MD 21201

Mailed to: [Signature]

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1985 JAN -9 PM 3:31

E AUBREY COLLISON
CLERK

1005

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Liber No. 447 Page No. 355
Identification No. 241689 Dated 3/8/82

1. Debtor(s) { Dart Group Corporation (formerly Dart Drug Corporation)
Name
3301 Pennsy Drive, Landover, MD 20785
Address—Street No., City - County State Zip Code

2. Secured Party { AMVEST Capital Corporation (formerly AMVEST Leasing & Capital Corp.)
Name
One Boar's Head Place, Charlottesville, VA 22905
Address—Street No., City - County State Zip Code
ChemCredit, Inc.

SECURED PARTY OF RECORD:

3. Maturity Date (if any) _____

4. Check Applicable Statement:

RECORD FEE 10.00
POSTAGE .50
#00126 0040 R01 115:18
JAN 9 85

<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>

All collateral specified in original financing statement referenced above.

ASSIGNEE: The Savers Leasing Corporation
Suite 207, The Blaustein Building
One North Charles Street
Baltimore, MD 21201

ChemCredit, Inc.
By: Robert W. Langford

Dated: October 31, 1984
AMVEST Capital Corporation
By: Wayne J. Sipes, AVP

FILED WITH: Clerk of the Circuit Court
Anne Arundel County, MD
Annapolis, MD 21404

TO THE FILING OFFICER: After this statement has been recorded please mail the same to

The Savers Leasing Corporation
Suite 207, The Blaustein Building
One North Charles Street
Baltimore, MD 21201

Mailed to: _____

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1985 JAN -9 PM 3:31

E. AUBREY COLLISON
CLERK

100 5

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Liber No. 447

Page No. 312

Identification No. 241668

Dated 3/5/82

1. Debtor(s) { Dart Group Corporation (formerly Dart Drug Corporation)
Name
3301 Pennsy Drive, Landover, MD 20785
Address—Street No., City - County State Zip Code

2. Secured Party { AMVEST Capital Corporation (formerly AMVEST Leasing & Capital Corp)
Name
One Boar's Head Place, Charlottesville, VA 22905
Address—Street No., City - County State Zip Code
ChemCredit, Inc.

SECURED PARTY OF RECORD:

3. Maturity Date (if any) _____

4. Check Applicable Statement:

RECORD FEE 10.00
POSTAGE .50
#00127 0040 R01 T15:18
JAN 9 85

<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>

All collateral specified in original financing statement referenced above.

ASSIGNEE: The Savers Leasing Corporation
Suite 207, The Blaustein Building
One North Charles Street
Baltimore, MD 21201

ChemCredit, Inc.
By: [Signature]

Dated: October 31, 1984

AMVEST Capital Corporation
By: [Signature]

FILED WITH: Clerk of the Circuit Court
Anne Arundel County, MD
Annapolis, MD 21404

TO THE FILING OFFICER: After this statement has been recorded please mail the same to

The Savers Leasing Corporation
Suite 207, The Blaustein Building
One North Charles Street
Baltimore, MD 21201

Mailed to: [Arrow]

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1985 JAN -9 PM 3:31
E. AUBREY COLLISON
CLERK

10.00

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Liber No. 447 Page No. 310
Identification No. 241666 Dated 3/5/82

1. Debtor(s) { Dart Group Corporation (formerly Dart Drug Corporation)
Name
3301 Pennsy Drive, Landover, MD 20785
Address—Street No., City - County State Zip Code

2. Secured Party { AMVEST Capital Corporation (formerly AMVEST Leasing & Capital Corp.)
Name
One Boar's Head Place, Charlottesville, VA 22905
Address—Street No., City - County State Zip Code
ChemCredit, Inc.

SECURED PARTY OF RECORD:

3. Maturity Date (if any) _____

4. Check Applicable Statement:

RECORD FEE 10.00
POSTAGE .50
#00128 0040 R01 115:19
JAN 9 85

<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>

All collateral specified in original financing statement referenced above.

ASSIGNEE: The Savers Leasing Corporation
Suite 207, The Blaustein Building
One North Charles Street
Baltimore, MD 21201

ChemCredit, Inc.

By: [Signature]

Dated: October 31, 1984

AMVEST Capital Corporation

By: [Signature]

FILED WITH: Clerk of the Circuit Court
Anne Arundel County, MD
Annapolis, MD 21404

TO THE FILING OFFICER: After this statement has been recorded please mail the same to

The Savers Leasing Corporation
Suite 207, The Blaustein Building
One North Charles Street
Baltimore, MD 21201

Mailed to: [Signature]

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 JAN -9 PM 3:31

E. AUBREY COLLISON
CLERK

10.00

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code, to be recorded among the Financing Statement Records of Anne Arundel County, Maryland, and among the Financing Statement Records of The State Department of Assessments and Taxation of Maryland.

This transaction is exempt from the recordation tax.

FINANCING STATEMENT

255150

1. DEBTOR: APPLIED CONSERVATION
TECHNOLOGIES, INC.
108 Wellham Avenue
Glen Burnie, Maryland 21061
2. SECURED PARTY: THE FIRST NATIONAL BANK OF
MARYLAND
Post Office Box 1596
Baltimore, Maryland 21203
3. This Financing Statement covers, and the DEBTOR hereby grants the SECURED PARTY a security interest in, the following collateral:

(a) all of Borrower's now owned and hereafter acquired and/or created "Accounts", which as herein used means accounts, instruments, chattel paper, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services; (b) all proceeds (including insurance proceeds) and products of the above-described Accounts; (c) All of Borrower's other assets, specifically including (but not limited to) inventory and equipment, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Borrower and Bank; (d) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (e) all of the actual books and records pertaining to any of the above-described items of Collateral.

RECORD FEE 11.00
POSTAGE .50
#00132 C040 R01 115:21
JAN 9 85

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 JAN -9 PM 3:31

E. AUBREY COLLISON
CLERK

11/00
25

STATE OF MARYLAND

Anne Arundel County

BOOK - 481 PAGE 293

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. - FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 249936

RECORDED IN LIBER 468 FOLIO 124 ON November 25, 1983 (DATE)

1. DEBTOR

Name DIVAJEX
c/o Protective Food Services, Inc.
Address 8242 B. Sandy Court, Jessup, Maryland 20794

2. SECURED PARTY

Name FOOTHILL CAPITAL CORPORATION
Address 9911 W. Pico Blvd., Ste. 600, Los Angeles, CA 90035

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

3. Maturity date of obligation (if any)

RECORD FEE 10.00
POSTAGE 50
#00133 0040 R01 115:22
JAN 9 85

CHECK FORM OF STATEMENT

Form with sections A. Continuation, B. Partial Release, C. Assignment, D. Other: Amendment. Includes text: Amend to include the following additional trade name of Debtor: BLISTER BAN

Dated November 6, 1984

By: Pamela S. Fenn, V.P. (Signature of Secured Party)

By: DIVAJEX (Signature)

FOOTHILL CAPITAL CORPORATION
Type or Print Above Name on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 JAN -9 PM 3:32

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

10.00

Anne Arundel County

BOOK - 481 PAGE 294

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. 208710

Dated 4/6/77

RECORD FEE 10.00
POSTAGE .50
#00137 0040 R01 715:25
JAN 9 85

Record Reference Liber 369 Page 152

2. DEBTOR is: Atlantic Health & Fitness Products, Inc.,

Name: Fitness Corporation of America, Inc. and Miller Products, Inc.
(Last Name First)

Address: 170 Penrod Court Glen Burnie, Maryland 21061

3. SECURED PARTY is:

Name: Union Trust Company of Maryland

Address: Baltimore & St. Paul Streets 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

SECURED PARTY:

Union Trust Co. of Md.

Date: 7-25, 1984

By: [Signature], V.P.
(Title)

012-1721-0937

Mailed to Secured Party



RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 JAN -9 PM 3:32

E. AUBREY COLLISON
CLERK

Anne Arundel County

BOOK - 481 PAGE 295

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:

RECORD FEE 10.00
POSTAGE .50
#00138 0240 R01 113:25
JAN 9 85

File No. 227008 Dated 8/2/79
Record Reference Liber 412 Page 83

2. DEBTOR is:

Name: Fitness Corporation of America
(Last Name First)
Address: 170A Penrod Court Glen Burnie, Maryland 21061

3. SECURED PARTY is:

Name: Union Trust Company of Maryland
Address: Baltimore & St. Paul Streets Baltimore, 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 Md.

Date: 7-25, 1984

By: [Signature], V.P.
(Title)

012-1721-0537

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 JAN -9 PM 3:32

E. AUBREY COLLISON
CLERK

Anne Arundel County

BOOK - 481 PAGE 296

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. 229110 Dated 10/30/79

Record Reference Liber 417 Page 519- 520

2. DEBTOR is:

Name: Fitness Corporation of America (Last Name First)

Address: 107A Penrod Court Glen Burnie, Maryland 21061

3. SECURED PARTY is:

Name: Union Trust Company of Maryland

Address: Baltimore & St. Paul Streets Baltimore, 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 Md.

Date: 7-25, 1984

By: [Signature], V.P. (Title)

012-1721-0537

Mailed to Secured Party

RECEIVED FOR RECORD CIRCUIT COURT, A.A. COUNTY

1985 JAN -9 PM 3:32

E. AUBREY COLLISON CLERK

A A G

FINANCING STATEMENT

255151

- 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 \$ 85,000.00. 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 Anne Arundel County Circuit Court.

5. Debtor(s) Name(s) Address(es)
T C B Corporation **918 Bay Ridge Road**
Annapolis, Maryland 21401

6. Secured Party Address
 Equitable Bank, National Association
 Attention: Teresa A. DeWitt **100 S. Charles Street**
Documentation Assistant **Baltimore, Maryland 21201**

RECORD FEE 11.00
 RECORD TAX 575.00
 POSTAGE .50
 #00303 0040 R01 T11:17

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:

JAN 10 85

- 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 **T C B Corporation**
 By: David R. Currier (Seal) _____ (Seal)
David R. Currier, 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.
 LOAN DOCUMENTATION CENTER
 100 S. CHARLES ST. 5TH FL.
 BALTIMORE, MARYLAND 21201

RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY



1985 JAN 10 AM 11:47

E. AUBREY COLLISON
 CLERK

110 5950 B

Mailed to Secured Party

SCHEDULE A

BOOK - 481 PAGE 298

THIS SCHEDULE A is attached to and made a part of a Financing Statement by and between Equitable Bank, National Association, A National Banking Association and T C B Corporation, A Maryland Closed Corporation.

COLLATERAL

Section "F" Continued

One (1) IBM AT PC Computer Serial #8395

One (1) Prime Model 2550 Computer Serial #FN013847

T C B Corporation

By: David R. Carrier Pres. (SEAL)
David R. Carrier, President

BOOK - 481 PAGE 299

FINANCING STATEMENT

255152

- 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 \$ 59,000.00. 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 Anne Arundel County Circuit Court.

5. Debtor(s) Name(s) Address(es) P. O. Box 9741
Arnold, Maryland 21012
R. E. Petty Building
Materials, Inc. 424 Broadneck Road
Annapolis, Maryland 21401

6. Secured Party Address
Equitable Bank, National Association
Attention: Teresa A. DeWitt 100 S. Charles Street
Documentation Assistant Baltimore, Maryland 21201

RECORD FEE 11.00
 RECORD TAX 413.00
 POSTAGE .50
 #00311 0040 R01 111-23

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:

JAN 10 85

- 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: Richard E. Petty, Jr., President (Seal) _____ (Seal)
 _____ (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.
 LOAN DOCUMENTATION CENTER
 100 S. CHARLES ST. 5TH FL.
 BALTIMORE, MARYLAND 21201

Mailed to Secured Party

RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY

1985 JAN 10 AM 11:48

E. AUBREY COLLISON
 CLERK

11.00 413.00 5



SCHEDULE A

BOOK - 481 PAGE 200

THIS SCHEDULE A is attached to and made a part of a Financing Statement by and between Equitable Bank, National Association, A National Banking Association and R. E. Petty Building Materials, Inc., A Maryland General Corporation dated: December 21, 1984.

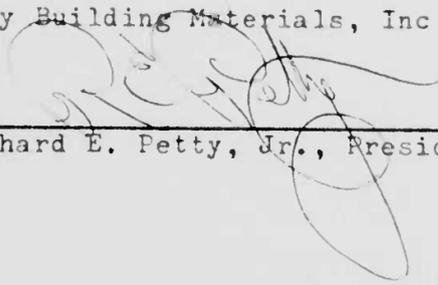
COLLATERAL

Section "F" Continued

One (1) HIAB Crane (top seat controls)	Part #1280
One (1) 14' 5" Span Outriggers	" 308-3667
One (1) Dual Piston Pump	" 34/34
One (1) Liftall Wall board	" Fork
One (1) Kinshofer Continuous rotator	" KM235
one (1) Boom & Fork rest	N/A

R.E. Petty Building Materials, Inc.

By:


Richard E. Petty, Jr., President

255153

BOOK - 481 PAGE 301

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): Honeywell Inc., S.A.C. 2nd. St. Extended Greenwood Acres Annapolis, MD 21401	2. Secured Party(ies): Name(s) and Address(es): Phoenix Business Syst. 77 Brant Ave. Clark, NJ 07050	No. of Additional Sheets Presented:	Maturity Date 3. (optional):
		4. For Filing Officer: Date, Time, No. Filing Office RECORD FEE 11.00 POSTAGE .50 #00320 0040 R01 T11:33	

5. This Financing Statement covers the following types (or items) of property: Ultimate D2 System: D136/A10; 512KB EDAS HDMS; HRP(1X); 1600 BPI 45 IPS tape 288 MB Disk; 32 Ports; 300LPI printer 55 LPI Printer	6. Assignee(s) of Secured Party and Address(es) JAN 10 85
--	--

Proceeds - Products of the Collateral are also covered.

7. The described crops are growing or to be grown on. The described goods are or are to be affixed to. (Describe Real Estate Below)

8. Describe Real Estate Here:

9. Name(s) 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)

under a security agreement signed by debtor authorizing secured party to file this statement, or

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:

Honeywell Inc., S.A.C. Phoenix Business Systems, Inc.

By [Signature] 12/20/84 Signature(s) of Debtor(s)

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

STANDARD NEW YORK STATE FORM UCC-1 - Approved by the New York Secretary of State
Approved by the Secretary of the Commonwealth for use in Pennsylvania
Approved by the Secretary of State for use in Texas.

11.00

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1985 JAN 10 AM 11:48
E. AUBREY COLLISON
CLERK

The ULTIMATE Coop.
77 BRANT AVENUE
CLARK, NEW JERSEY 07055
Mailed to: _____

FINANCING STATEMENT

255154

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax. **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)
 Arundel Equipment, Inc. 305 E. Furnace Branch Road
 Glen Burnie, MD 21061

6. Secured Party Address
 Equitable Bank, National Association
 Attention: Barbara Wykowski 100 S. Charles Street
 Banking Officer Baltimore, MD 21202

RECORD FEE 11.00
 POSTAGE .50
 #00323 0040 R01 111:34
 JAN 10 85

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

Arundel Equipment, Inc. (Seal) _____ (Seal)

By: Frank J. Scott, Sr. (Seal) _____ (Seal)
 Frank J. Scott, Sr., President

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

Form 609 (7/82)

Mailed to Secured Party

EQUITABLE BANK, N.A.
 LOAN DOCUMENTATION CENTER
 100 S. CHARLES ST. 5TH FL.
 BALTIMORE, MARYLAND 21201

RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY

1985 JAN 10 AM 11:48

E. AUBREY COLLISON
 CLERK

11⁰⁰ 30

SCHEDULE A

BOOK - 481 PAGE 303

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 Arundel Equipment, Inc., a Maryland corporation:

3 Caterpillar hydraulic excavators Model #225

Serial Nos. 51U05828
51U05712
51U05825

FINANCING STATEMENT

255155

- 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 \$ 325,000.00. 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 State Department of Assessment and Taxation in the amount of \$1.072.50 with respect to any and all amendments hereto.

5. Debtor(s) Name(s) Address(es)
 Old Dominion Supply, Inc. 1. 404 Serendipity Drive, 2. 4233 Howard Ave.
 Severn Industrial Park Kensington, MD
 Millersville, MD 21108 20895

6. Secured Party Address
 Equitable Bank, National Association 100 S. Charles Street - 050502
 Attention: Larry J. Schultz Baltimore, MD 21201
 Commercial Loan Officer

RECORD FEE 11.00
 POSTAGE .50
 #00331 0040 R01 T11:41

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.

JAN 10 85

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
 Old Dominion Supply, Inc. (Seal)
 By: George H. Fisher, President (Seal)
 George H. Fisher, President

SECURED PARTY:
 EQUITABLE BANK, NATIONAL ASSOCIATION
 By: Larry J. Schultz, Commercial Loan Officer (Seal)

11.50

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.
 LOAN DOCUMENTATION CENTER
 100 S. CHARLES ST. 5TH FL.
 BALTIMORE, MARYLAND 21201

Mailed to Secured Party

RECEIVED FOR RECORD
 CIRCUIT COURT, ANNE ARUNDEL COUNTY

1985 JAN 10 AM 11:49

E. AUBREY COLLISON
 CLERK

11.00

SCHEDULE A

BOOK - 481 PAGE 305

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 Old Dominion Supply, Inc., a Maryland corporation.

F. Specific Equipment and Fixtures, continued;

ONE (1) Model 20005 computer system with LST-11 processor

FINANCING STATEMENT

Not subject to recordation tax

1. Name of Debtor(s): Chesapeake Hearing Centers, Inc.
Address: c/o Charles Hutto
979 Forest Drive
Annapolis, Maryland 21403

2. Name of Secured Party: Annapolis Banking and Trust Co.
Address: P.O. Box 311
Annapolis, Maryland 21404

3. Name of Assignee: Annapolis Banking & Trust Co.
Address: Annapolis, Maryland

4. This Financing Statement covers the following types (or items) of property: 1980 Buick Estate Station Wagon, Nicolet CA-1000 Auditory Evoked Potential, Fonnix Clinical Audiometer, Furniture and fixtures, and Amplaid 702 Clinical Impedance.

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:

RECORD FEE 11.00
POSTAGE .50
#79142 C237 102 115:10

JAN 9 85

RECEIVED FOR RECORDATION
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1985 JAN 10 PM 3:19
E. AUBREY COLLISON
CLERK

Secured Party:

Chesapeake Hearing Centers, Inc.

Annapolis Banking and Trust Co.
(Type Name of Dealership)

Charles Hutto (Pres.)

Kathy Hutto (Treas.)

John M. Suit II
By (Authorized Signature)

John M. Suit II Senior 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 Annapolis Banking and Trust Co. at address shown in 3. above.)

Mailed to Secured Party

11/25

FINANCING STATEMENT

Not subject to recordation tax

- 1. Name of Debtor(s): Compu-Health, Inc.
Address: c/o Charles L. Hutto
979 Forest Drive
Annapolis, Maryland 21403
- 2. Name of Secured Party: Annapolis Banking and Trust Co.
Address: P.O. Box 311
Annapolis, Maryland 21404
- 3. Name of Assignee: Annapolis Banking & Trust Co.
Address: Annapolis, Maryland

4. This Financing Statement covers the following types (or items) of property: Z-110-22 Computer System, Compupro Dual 8" Drive Computer System, Z-111-32 Winchester Computer System, Diablo 630 Daisy Wheel Printer, Epson LQ-1500 Printer, (3) Epson FX-80 Printers.

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

1985 JAN 10 PM 3:11

RECEIVED FOR RECORD
PROFIT COURT, ANNA COUNTY

RECORD FEE 11.00
POSTAGE .50
#79143 C237 R02 115:10
JAN 9 85

Debtor(s):

Secured Party:

Compu-Health, Inc.

Annapolis Banking and Trust Co.
(Type Name of Dealership)

Charles L. Hutto (Pres.)

Charles L. Hutto (Treas.)

John M. Suit
By (Authorized Signature)

JOHN M. SUIT # SENIOR
(Type Name and Title) VICE PRES

(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

1150

BOOK - 481 PAGE 308

255158

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)
Burlington Northern Air
Freight Inc.
18200 Von Karman Avenue
Irvine, CA 92715

2. Secured Party(ies) and address(es)
Connecticut Bank & Trust Co., N.A.
One Constitution Plaza
Hartford, CT 06115
Attn: Corporate Trust Dept.

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

RECORD FEE 17.00
POSTAGE
#79157 0237 R02 T08:00
JAN 11 85

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

See Exhibits A and B attached hereto and made apart hereof

5. Assignee(s) of Secured Party and Address(es)
Wilmington Trust Co.
as Indenture Trustee
Rodney Square North
Wilmington, DE 19890
Attn: Equipment Leasing Dep

Mailed to:

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so) Filed with: Anne Arundel Cty, Md.
 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: _____

By: Burlington Northern Air Freight Inc.
[Signature]
Signature(s) of Debtor(s)

By: Connecticut Bank & Trust Co., N.A.
[Signature]
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, A.A. COUNTY
1985 JAN 11 AM 8:01
E. AUBREY COLLISON
CLERK

1750

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

EXHIBIT B

December 31, 1984

BOOK - 484 PAGE 311

<u>Item</u>	<u>Serial No.</u>	<u>Lessee</u>	<u>County</u>	<u>State</u>	<u>Principal Place Of Business Of Lessee</u>	<u>County</u>	<u>State</u>	<u>Location Of Equipment</u>	<u>State</u>
Jeffrey 736 Baum Jig	210	<u>Buffalo Mining Co.</u>	Logan	WV	Logan	Logan	WV	Logan	WV
Joy 14CM10 Cont Miner	JM3523		Logan	WV	Logan	Logan	WV	Logan	WV
Fletcher HDD-15 Roof Drill	84055	<u>Elkay Mining Co.</u>	Logan	WV	Logan	Logan	WV	Logan	WV
Peter's W10F48 Coal Washer Model 48 Roof Support System	10-84-113 1183-1, 1183-2 1183-3	<u>Clinchfield Coal Co.</u>	Russell	VA	Russell	Russell	VA	Russell	VA
Joy 14CM10 Cont. Miner	JM3372		Russell	VA	Buchanan	Russell	VA	Russell	VA
Joy 21SC Shuttle Cars	ET15771, ET15770		Russell	VA	Russell	Russell	VA	Russell	VA
Yale GL 050RCJUAV083	404195	<u>Burlington Northern Air Freight, Inc.</u>	Orange	CA	Anne Arundel	MD	Anne Arundel	MD	
Caterpillar T50C	38Y03361		Orange	CA	DuPage	IL	DuPage	IL	
Caterpillar T35D	5GB01238		Orange	CA	Lucas	OH	Lucas	OH	
Caterpillar T100D	5MB00392		Orange	CA	Nassau	NY	Nassau	NY	
Caterpillar T50C	38Y03931		Orange	CA	Bonne	KY	Bonne	KY	
Caterpillar T50C	38403933	Orange	CA	Honolulu	HI	Honolulu	HI		
Brandt CCUs and Currency Counters	N56255, N56256, N56271, N56825, T56826, T56827	<u>Brink's Incorporated</u>	Fairfield	CT	Hennepin	MN	Hennepin	MN	
Coin Wrapping Equipment	PDNQ74	<u>Brink's Incorporated</u>	Fairfield	CT	St. Louis	MO	St. Louis	MO	
Coin Wrapping Equipment	PDNQ75		Fairfield	CT	Hampden	MA	Hampden	MA	
Coin Wrapping Equipment	PDNQ77		Fairfield	CT	Volusia	FL	Volusia	FL	

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

Dec. 18, 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. 241114
445-537
in Office of Clerk of Court A.A./MD
(Filing Officer) (County and State)

Debtor or Debtors (name and Address):

John & Marsha Roulas
39 Swardan Ave
Arnold MD 21012

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 [Signature]
Its Branch Office Manager

2058 Somerville Rd
Annapolis, MD 21401

Form 91 MD (3-79)

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, ANNAPOLIS COUNTY

1985 JAN 11 AM 8:23

E. AUBREY COLLISON
CLERK

RECORD FEE 10.00
POSTAGE 1.50
#17179 0237 802 JAN 11 85

Identification Liber 463 Page 356
248046

Dated July 8, 1983

1. Debtor(s) { Mark A. Edgar BOOK - 481 PAGE 313
Name or Names -- Print or Type
2762 Swann Way (anne Arundel) Davidsonville, Md. 21035
Address - Street No. City - County State Zip Code

2. Secured Party { Sears, Roebuck and Co.
Name or Names - Print or Type
10301 Westlake Drive, Bethesda, Montgomery, Md. 20034
Address - Street No. City - County State Zip Code

3. Maturity Date (If any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the forgoing 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: Termination <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>

RECORD FEE 13.00
POSTAGE .50
#79183 0237 R02 1001:25
JAN 11 85

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1985 JAN 11 AM 8:33
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

Dated: _____
December 13, 1984

Sears, Roebuck and Co.
Name of Secured Party
R. J. Reed
Signature of Secured Party
R. J. Reed Credit Sales Mgr. 135
Type or Print (Indicate Title, if Company)

255162

BOOK - 481 PAGE 314

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) Richard Wade Donna L. Wade 403 S. Cherry Grove Annapolis, Maryland 21401	2. Secured Party(ies) and address(es) First Federal Savings and Loan Association of Annapolis 2024 West Street Annapolis, Maryland 21401	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 furniture, fixtures, and inventory now owned or hereafter acquired. Taco Casa Restaurant, 108 Old Solomons Island Road, Annapolis, Maryland 21401 Not Subject to Recordation Tax.		5. Assignee(s) of Secured Party and Address(es) RECORD FEE .50 POSTAGE #79184 C237 102 108:27 JAN 11 85
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 checked="" type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:		

By: *Richard Wade* First Federal Savings and Loan
 Signature(s) of Debtor(s)
 (1) Filing Officer Copy-Alphabetical

By: *Annitta Kelly*
 Signature(s) of Secured Party(ies)
 (For Use In Most States)

STANDARD FORM - FORM UCC-1.

RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY
 1985 JAN 11 AM 8:33
 E. AUBREY COLLISON
 CLERK

1250

255160

BOOK - 481 PAGE 315

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 \$ 3500.00

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)

Name of Debtor

Address

A. A. Pest Control, Inc.

703 Whitney Landing
Crownsville, Maryland 21032

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):
One I.B.M. P.C. Computer 256KB with 2-360KB diskette
One Color Graphics adapter
One AMDEK 300G monitor
One OKIDATA Printer Model TA-92
One OKIDATA -92 Tractor Feed

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).
Including all software, attachments and accessories now owned or hereafter acquired.

RECORD FEE 11.00
RECORD TAX 24.50
POSTAGE .50
#79185 C237 R02 108-28
JAN 11 85

E. AUBREY COLLISON
CLERK

1985 JAN 11 AM 8:33

RECEIVED IN RECORD
CIRCUIT COURT, N.A. COUNTY

..... Proceeds)
..... Products)
) of the collateral are also specifically covered.

Debtor

Secured Party (Assignee)

A. A. Pest Control, Inc.....

THE CITIZENS NATIONAL BANK
Laurel, Maryland 20707

By: Charles A. Long, Jr.
Charles A. Long, President

By: Marilyn E. Horton
Marilyn E. Horton, Asst. Vice Pres.

By:

Type or print all names and titles under signatures.

Mailed to Secured Party 11-50
24-50

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 478

Page No. 420

Identification No. 254183

Dated 10/10/84

1. Debtor(s) { PSYCH SYSTEMS, INC.
 Name or Names—Print or Type
 600 Reisterstown Road, Balto.-Balto.County, MD 21208
 Address—Street No., City - County State Zip Code

2. Secured Party { UNION TRUST COMPANY OF MARYLAND
 Name or Names—Print or Type
 P. O. Box 1077 Baltimore, MD 21203
 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>

RECEIVED FOR RECORD
 CIRCUIT COURT, ANNE ARUNDEL COUNTY
 1985 JAN 11 AM 8:34
 E. AUBREY COLLISON
 CLERK

KP

RECORD FEE 10.00
 POSTAGE .50
 #79187 C237 R02 T08:33
 JAN 11 85

Dated: Dec. 17, 1984

UNION TRUST COMPANY OF MARYLAND

Name of Secured Party
 BY: *Andrzej Koplewski*
 Signature of Secured Party

ANDRZEJ KOPLEWSKI V.P.
 Type or Print (Include Title if Company)

Lucas Bros. Form T-1

Circuit Court,
Anne Arundel County, Maryland

Mailed to Secured Party 10/50

FINANCING STATEMENT

1. Name of Debtor(s): Simpson Electrical Company, Inc. Not Subject to recordation tax of \$ N/A
Address: P.O. Box 1603
Annapolis, MD 21404

2. Name of Secured Party: Annapolis Federal Savings and Loan Association
Address: Commercial Lending Department
P.O. Box 751
Annapolis, MD 21404

3. This Financing Statment covers the following types (or items) of property:
Texomo digger Model 330-15 Serial Number 6689

RECEIVED FOR RECORD
ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
1985 JAN 11 AM 8:41
E. ANDREY COLLISON
CLERK

RECORD FEE 11.00
POSTAGE .50
#79190 0237 R02 108:38
JAN 11 85

Debtor(s):
Simpson Electrical Co., Inc.

Secured Party:
**ANNAPOLIS FEDERAL SAVINGS
AND LOAN ASSOCIATION**

By: Joseph A. Ford, President

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

1150

BOOK - 481 PAGE 318

255168

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
Glenview Limited Partnership		4733 Bethesda Avenue,	Bethesda,	Maryland 20814

Name of Secured Party or assignee	No.	Street	City	State
Murray Haber		101 West 55th Street,	New York	New York 10019

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 the Debtors' right, title, interest in and to its limited partnership interests in Glen Burnie Associates Limited Partnership, a Maryland limited partnership, (the "Partnership"), including without limitation, its interest in the capital and profits, losses, and cash flow and other distributions of the Partnership, all as set forth in the Limited Partnership Agreement and Amended and Restated Certificate of Limited Partnership dated November 30, 1984, as it may be amended from time to time.

RECORDING FEE 11.00
POSTAGE 50
779276 0237 R02 111:20

JAN 11 85

(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, ~~if~~ being publicized by this Financing Statement, ~~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)
GLENVIEW LIMITED PARTNERSHIP
By: McShea & Company, Inc. (Seal)
Timothy B. McShea
Tim McShea
(Type or print name under signature)

(Corporate, Trade or Firm Name)
Signature of Secured Party or Assignee
(Owner, Partner or Officer and Title)
(Signatures must be in ink)

Mr. S. Lee Narrow, Esquire
Dunnells, Duvall, Bennett & Porter
1120 19th Street, N.W., Suite 400
Washington, D.C. 20036

RETURN TO: *attached to:*

E. AUBREY COLLISON
CLERK

1985 JAN 11 AM 11:31

RECORDED FOR RECORD
IN DISTRICT OF COLUMBIA COUNTY

MS

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

12/14 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. 237591 in Office of Anne Amundel, MD (Filing Officer) (County and State)

Debtor or Debtors (name and Address):

Vernon & Nancy Heath
549 Kennel Avenue
Millersville MD 21108

RECORD FEE 10.00

POSTAGE .50

#79277 C237 R02 111:20

JAN 11 85

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
HOUSEHOLD FINANCE CORPORATION
AND
ITS BRANCH OFFICES
301-744-2430
Serving Maryland Since 1965

Its Branch Office Manager

Mailed to Secured Party

1030

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1985 JAN 11 AM 11:31
E. AUBREY COLLISON
CLERK

MARYLAND FINANCING STATEMENT

BOOK - 481 PAGE 320

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

For Filing Officer **255169**
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 Severn Graphics, Inc.
7590 Ritchie Highway (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)

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

1 - Constamat-R33-12, Ciba P-3 Processor, w/replenisher system and tanks, 1 - Automatic roll feed and take-up, 1 - Water control panel standard

RECORD FEE 11.00
POSTAGE .50
#79279 0237 102 111:21
JAN 11 85

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY
1985 JAN 11 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
Severn Graphics, Inc.
By: George Elchin V.P.
(Title)
George Elchin
(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 President
(Title)
Gordon T. Hill
(Type or print name of person signing)
Return to: Baltimore Federal Financial, F.S.A.
P. O. Box 116
Baltimore, MD 21203
Attn: Jack Stammerro
Mailed to: _____

11/5

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK - 481 PAGE 321 12/37 R
Identifying File No.

255170

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 DECEMBER 12, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name FRANCES L. BLADES AND CHARLES H. BLADES
Address ROUTE 2, TRADEYS LANDING, MD, 20770

SECURED PARTY

Name NORTHWEST FINANCIAL LEASING INC
Address 2000 D VEST 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 Stereo, 1 Washer, 1 Dryer, 1 Refrigerator, 1 Freezer, 1 Stove, 1 Sewing Machine, 1 Vacuum Cleaner, 2 Air Conditioners, 1 Living Room Set, 1 Bedroom Set, 1 Dining Room Set

RECORD FEE 12.00
POSTAGE .50
H79282 C237 R02 711:25

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)

JAN 11 85

(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)

Francis L. Blades
(Signature of Debtor)

FRANCES L. BLADES
Type or Print Above Name on Above Line

Charles H. Blades
(Signature of Debtor)

CHARLES H. BLADES
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

Mailed to Secured Party

1250

1985 JAN 11 AM 11:31
E. AUDREY COLLISON
CLERK

RECEIVED FOR RECORD
CREDIT DEPARTMENT
ANNAPOLIS, MARYLAND COUNTY

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK - 481 PAGE 323 R
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 755171

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 NOVEMBER 14, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name PRESTON JOHNSON AND PHYLLIS JOHNSON
Address 2005 BAY RIDGE AVE, ANNAPOLIS, MD, 21403

SECURED PARTY

Name HERBERT 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.

1985 JAN 11 AM 11:31
RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
E. AUBREY COLLISON
CLERK

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)
1 Television, 1 Stereo, 1 Washer, 1 Dryer, 1 Microwave Oven, 1 Refrigerator,
1 Stove, 1 Sewing Machine, 1 Vacuum Cleaner, 1 Air Conditioner,
1 Living Room Set, 1 Bedroom Set, 1 Dining Room Set, 1 VCR

RECORD FEE 12.00
POSTAGE 50
479203 0237 R02 T11:25
JAN 11 85

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)
PRESTON JOHNSON
Type or Print Above Name on Above Line
[Signature]
(Signature of Debtor)
PHYLLIS L JOHNSON
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)
GLENN F FOCHT
Type or Print Above Signature on Above Line

Mailed to Secured Party

1250

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK - 481 PAGE 323 26/13 R
Identifying File No. 255172

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 NOVEMBER 23, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name VERNON PINKNEY AND DAWN PINKNEY
Address 3252 POND HOLLOW, SEVERN, MD, 21154

SECURED PARTY

Name WEST FINANCIAL LEASING INC
Address 2020 D WEST STREET
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 Stereo, 1 Washer, 1 Dryer, 1 Microwave Oven, 1 Refrigerator,
1 Stove, 1 Vacuum Cleaner, 1 Air Conditioner, 1 Living Room Set, 1 Bedroom
Set, 1 Dining Room Set, 1 VCR

RECORD FEE 12.00
POSTAGE .50
#79204 C237 R02 T11:26
JAN 11 85

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)

Vernon Pinkney
(Signature of Debtor)

VERNON PINKNEY
Type or Print Above Name on Above Line

Dawn S. Pinkney
(Signature of Debtor)

DAWN S PINKNEY
Type or Print Above Signature on Above Line

Glenn F. Foht
(Signature of Secured Party)

GLENN F FOCHT
Type or Print Above Signature on Above Line

Mailed to Secured Party

1250

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY
1985 JAN 11 AM 11:31
E. AUBREY COLLISON
CLERK

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK - 481 PAGE 3200/27R
Identifying File No. 255173

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 November 20, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DANIEL J FLANAGAN AND GLADYS M FLANAGAN
Address 1496 MANORVIEW RD, DAVIDSONVILLE, MD, 21035

SECURED PARTY

Name NORWEST FINANCIAL LEASING INC
Address 2020 D WEST STREET

ANNAPOLIS, MD 21401
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECEIVED FOR RECORD
CIRCUIT COURT - A.A. COUNTY
1985 JAN 11 AM 11:31
E. AUBREY COLLISON
CLERK

3. Maturity date of obligation (if any) _____

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

1 Television, 1 Stereo, 1 Washer, 1 Dryer, 1 Dishwasher, 1 Microwave 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

RECORD FEE 12.00
POSTAGE 50
#79285 0237 R02 T11:26
JAN 11 85

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)

Daniel J. Flanagan
(Signature of Debtor)

DANIEL J FLANAGAN
Type or Print Above Name on Above Line

Gladys M. Flanagan
(Signature of Debtor)

GLADYS M FLANAGAN
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 - 481 PAGE 325 ^{12/71 R}
Identifying File No. 255174

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 DECEMBER 12, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JOHN E. RICHARDS AND DONNA RICHARDS
Address 1719 ELKBRIDGE DRIVE, EDGEWATER, MD, 21037

SECURED PARTY

Name NORVEST FINANCIAL LEASING INC
Address 2020 D WREST STREET
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 Televisions, 1 Stereo, 1 Washer, 1 Dryer, 1 Dishwasher, 1 Microwave Oven,
1 Refrigerator, 1 Freezer, 1 Stove, 1 Sewing Machine, 1 Vacuum Cleaner,
~~xxx~~ 1 Air Conditioner, 1 Living Room Set, 1 Bedroom Set, 1 Dining Room Set,

RECORD FEE 12.00
POSTAGE .50
479286 C237 R02 T11:26

JAN 11 85

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 E. Richards
(Signature of Debtor)

JOHN E RICHARDS

Type or Print Above Name on Above Line

Donna Richards
(Signature of Debtor)

DONNA RICHARDS

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

Mailed to Secured Party

1730

E. AUBREY COLLISON
CLERK

1985 JAN 11 AM 11:31

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK -481 PAGE 326
Identifying File No.

11/88 R

ALL INFORMATION MUST BE TYPED OR PRINTED IN INK. SIGNATURES MUST BE IN INK 255175

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 OCTOBER 15, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ROBERT W SPEAKER AND BARBARA K SPEAKER
Address 1117 LITTLE MAGGIE VIEW, ANNAPOLIS, MD, 21401

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

2 Televisions, 1 Stereo, 1 Washer, 1 Dryer, 1 Dishwasher, 1 Microwave 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

RECORD FEE 12.00
POSTAGE .50
H79237 0237 R02 711:27
JAN 11 85

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 W. Speaker
(Signature of Debtor)
ROBERT W SPEAKER

Type or Print Above Name on Above Line
Barbara J. Speaker
(Signature of Debtor)
BARBARR J SPEAKER
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

Mailed to Secured Party

1250

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1985 JAN 11 AM 11:31
E. AUBREY COLLISON
CLERK

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK - 481 PAGE No. 327 20/47R

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 255176

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 NOVEMBER 20, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JACK E. HOLT AND MARY HOLT
Address 1511 HILLTOP RD, ROCKWATER, MD. 21087

SECURED PARTY

Name NORWEST FINANCIAL LEASING INC
Address 2022 D WEST STREET
ANNAPOLIS, MD. 21401

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

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY
1985 JAN 11 AM 11:31
E. AUBREY COLLISON
CLERK

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
1 Television, 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 12.00
POSTAGE .50
#79288 C237 R02 T11:27
JAN 11 85

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

Jack E. Holt
(Signature of Debtor)
JACK E HOLT

Type or Print Above Name on Above Line
Mary Holt
(Signature of Debtor)
MARY HOLT
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

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK - 481 PAGE 328
Identifying File No.

29/91R

255177

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 11/25/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name BRUCE M GOLDER AND ROCHELLE A GOLDER

Address 118 MAPLE DRIVE, ANNAPOLIS, MD, 21403

SECURED PARTY

Name HORNET FINANCIAL LEASING INC

Address 2070 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 Stereo, 1 Washer, 1 Dryer, 1 Dishwasher, 1 Refrigriator,
- 1 Freezier, 1 Stove, 1 Vacuum Cleaner, 1 Living Room Set, 1 Bedroom Set,
- 1 Dining Room Set

RECORD FEE 12.00
477259 C237 R02 11-1-28

JAN 11 85

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)

Bruce M. Golder
(Signature of Debtor)

BRUCE M GOLDER

Type or Print Above Name on Above Line

Rochelle A Golder
(Signature of Debtor)

ROCHELLE A GOLDER

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

E. AUDREY COLLISON
CLERK

1985 JAN 11 AM 11:31

RECEIVED FOR RECORD
SARATOGA COUNTY

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK - 481 PAGE 329
Identifying File No.

21/9512

755178

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 DECEMBER 31, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JAMES C NORRIS JR AND DOROTHY NORRIS

Address 419 BIRCH DR, EDGEWATER, MD, 21037

2. SECURED PARTY

Name NORRIS FINANCIAL LEASING INC

Address 2020 D. EST 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 Stereo, 1 Washer, 1 Dryer, 1 Dishwasher, 1 Microwave 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

RECORD FEE 12.00
POSTAGE .50
#79290 C237 R02 T11:28
JAN 11 85

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 C. Norris Jr
(Signature of Debtor)

JAMES C NORRIS JR
Type or Print Above Name on Above Line

C. Dorothy Norris
(Signature of Debtor)

C DOROTHY NORRIS
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

Mailed to Secured Party

1250

RECORDED FOR RECORD
COURT & COUNTY
1985 JAN 11 AM 11:31
E AUBREY COLLISON
CLERK

BOOK - 481 PAGE 330

255179

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) DRIGGERS, Dennis S. P. O. Box 84 Fort Meade, MD 20755	2. Secured Party(ies) (or assignee and address(es)) Army National Bank 3rd & Kansas Ft. Leavenworth, KS 66027	For Filing Office (Date, Time, Number and Filing Office):
---	---	---

3. A. This financing statement covers the following types (or items) of property: (Describe) Commodore 64 Computer with 1 Key Board serial #P01855951 Monitor serial #1040280 Disk Drive serial #BC1017407 1 Brother Printer serial #F41331208

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

3. C. If applicable, the above (goods are to become fixtures on:) (timber is standing on:) (minerals or the like, including oil and gas, or accounts will be financed at the wellhead or minehead of the well or mine located on:) (Legal description of real estate)

(Name of record owner)

4. Check if products of Collateral are claimed Proceeds of Collateral are also covered.

RECORD FEE 11.00

Dennis S. Driggers

By: *Dennis S. Driggers*
Signature(s) of Debtor(s)

Army National Bank

By: *Gary Billings*
Gary Billings (Signature of Secured Party)

POSTAGE .50
#00430 0745 001 110:41
JAN 11 85

(1) Filing Officer Copy - Alphabetical

Form Approved by

FORM K-UCC-1-KANSAS UNIFORM COMMERCIAL CODE

Secretary of State

DEMAREE STATIONERY CO.
908 WALNUT, KANSAS CITY, MO.

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 JAN 11 AM 11:37

E. AUBREY COLLISON
CLERK

11-60
Mailed to Secured Party

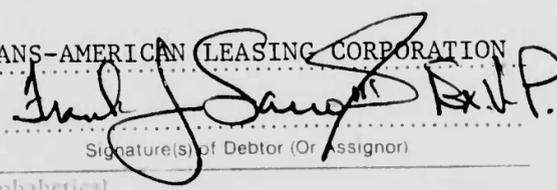
4 <input type="checkbox"/> Filed for record in the real estate records	5 <input type="checkbox"/> Debtor is a Transmitting Utility	6 No. of Additional Sheets Presented
1. Debtor(s) (Last Name First) and address(es) Trans-American Leasing Corporation The Steffey Bldg., Ste. 200-B 407 Crain Highway Glen Burnie, MD 21061	2. Secured Party(ies) and address(es) Union Chelsea National Bank 609 5th Avenue New York, NY 10017	3. For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00

7 This financing statement covers the following types (or items) of property
To secure assignment to Union Chelsea National Bank of certain lease payments under a certain True Lease Assignment dated September 25, 1984, schedule 01 dated December 7, 1984 between Assignor as Lessor and Garland Gehrke Trucking, Inc. 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 December 6, 1984 between Assignor and Assignee:

- 6 (Six) 1985 Kenworth Model K110E-Engine 3406B, caterpillar RT12609 9 speed transmission
- S/N's 1XKEDB9XXFK364496 1XKEDB9X1FK364497
- 1XKED89X3FK364498 1XKEDB9X5FK364499
- 1XKEDB9X8FK364500 1XKEDB9XXFK364501

X Proceeds of Collateral are also covered.

Products of Collateral are also covered

Whichever is Applicable (See Instruction Number 9)	TRANS-AMERICAN LEASING CORPORATION  Signature(s) of Debtor (Or Assignor)	UNION CHELSEA NATIONAL BANK _____ Signature(s) of Secured Party (Or Assignee)
Filing Officer Copy - Alphabetical STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1 Rev. Jan. 1980 Forms may be purchased from Hobbs & Warren, Inc., Boston, Mass. 02101		

Mailed to Secured Party

RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY
 1985 JAN 11 AM 11:37
 E AUBREY COLLISON
 CLERK

11-00


HOUSEHOLD FINANCE CORPORATION OF BALTIMORE
5000 FULTON ROAD
LAUREL FINANCIAL CENTER
LAUREL, MARYLAND 20707

BOOK - 481 PAGE 332
STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

December, 20, 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. 242627 in Office of Anne Arundel
Liber 450 Page 29 (Filing Office) (County and State)

Debtor or Debtors (name and Address):
William & Kathy Triggs
7611 A Thorn St
Ft Meade MD 20755

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
9626 Ft Meade Rd. Laurel MD 20707
Secured Party

By: *E. A. Collison*
Its Branch Office Manager

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1985 JAN 11 AM 11:37
E. AUBREY COLLISON
CLERK

RECORD FEE 10.00
POSTAGE 50
700445 0345 R01 10:45
JAN 11 85

10-00
18

Mailed to Secured Party

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK - 481 PAGE 333
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 255181

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 Aileen, Inc.
c/o Aileen Factory Outlet
Name Maryland Outlet Mall
17351-4 Assateague Drive
Address Jessup, MD 20794

2. SECURED PARTY
Name Gramercy Leasing Services, Inc.
50 East Palisade Avenue
Address Englewood, NJ 07631

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)
IBM POS Terminal/Register Mdl. 3683
IBM POS Terminal/Register Mdl. 3684
RECORD FEE 12.00
POSTAGE .50
#00445 C345 R01 T10:46
JAN 11 85

"Recordation Tax is not required."

Assignee:

Leasing Service Corporation
770 Lexington Avenue
New York, NY 10021

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)

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CIRCUIT COURT, BALTIMORE COUNTY
1985 JAN 11 AM 11:38
E. AUBREY COLLISON
CLERK

(Signature of Debtor)
Aileen, Inc.

Type or Print Above Name on Above Line
Harold Lash
(Signature of Debtor)

Harold Lash, VP
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Gramercy Leasing Services, Inc.
Type or Print Above Signature on Above Line

A12544

Anne
Arundel

BOOK - 481 PAGE 334

255182

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 12/17/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Bear Automotive Mid-Atlantic Corp.

Address 150-A Penrod Court, Glen Burnie, MD 21061

2. SECURED PARTY

Name American Equipment Leasing Co., Inc.

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) _____ RECORD FEE 11.00

4. This financing statement covers the following types (or items) of property: (list) POSTAGE 50
#00447 C345 R01 710:48
JAN 11 85

This financing statement is being recorded for notice purposes only and shall not be deemed to grant the debtor any property interest in the equipment herein described.

- 1 Sharp Copier, Model SF900
- 1 Document Feeder, Model SF461

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 or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Bear Automotive Mid-Atlantic Corp.

(Signature of Debtor)

Gilbert Hartman V.P.

Type or Print Above Name on Above Line

Gilbert Hartman

(Signature of Debtor)

Type or Print Above Signature on Above Line

American Equipment Leasing Co., Inc.

Dawn C. McCoy

Admin. Asst.

(Signature of Secured Party)

Dawn C. McCoy

Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1985 JAN 11 AM 11:38
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

11-a
JH

NO STATE DOCUMENTARY STAMPS 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 12/19/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name James C. Shaffer and Anne L. Shaffer
Address 1612C Belmont Street, NW, Washington, DC 20007

2. SECURED PARTY

Name First New England Financial Corp.

RETURN TO: ~~Address~~ 326 First Street, 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 Irwin 34ft., Hull No. XYM34457I485
with 1985 Yanmar 20hp engine, no. 06954

MOORING: Yacht Haven, Annapolis, Md. 21403

FILE WITH: Clerk of the Circuit Court for
Anne Arundel County
Court House, Church Circle
Annapolis, Md. 21401

Fee: \$12.50

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 or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]
(Signature of Debtor)

James C. Shaffer
Type or Print Above Name on Above Line

[Signature]
(Signature of Debtor)

Anne L. Shaffer
Type or Print Above Signature on Above Line

ASSIGNEE:
AmeriFirst Federal Savings and
Association
PO Box 161348
Miami, Florida 33116

Mailed to: _____
[Signature]
(Signature of Secured Party)

Grant S. Newlove
Type or Print Above Signature on Above Line

RECORD FEE 12.00
POSTAGE .50
#00450 C345 R01 110-50
JAN 11 85

RECEIVED FOR RECORD
CIRCUIT COURT OF ANNE ARUNDEL COUNTY
1985 JAN 11 AM 11:38
AUBREY COLLISON
CLERK

12-cc
Jo

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK - 481 PAGE 336
Identifying File No.

255184

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 12-17-84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name THOMAS E. KLAMP
Address 316 RAUSSELL PLACE SEYERNA PARK, MD 21146

2. SECURED PARTY

Name N. J. Richardson & Sons, Inc.
Address 6400 Windsor Mill Rd., Baltimore, MD 21207

Assignee of Secured Party: Kubota Credit Corp., USA 4444 Shackleford Rd., Norcross, GA 30093

Person And Address To Whom Statement Is To Be Returned If Different From Assignee FEE 11.00

Mailed to:

3. Maturity date of obligation (if any)

POSTAGE 50
700451 0345 R01 110:51
JAN 11 85

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

KUBOTA L355SS TRACTOR SERIAL # 51646
KUBOTA L1720 LOADER SERIAL # 53463
WOODS BACKHOE BHT50 SERIAL # 2186

54900-832564

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)

Thomas E. Klamp
(Signature of Debtor)

THOMAS E. KLAMP
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Cyndi Autoslief
(Signature of Secured Party)

Cyndi Autoslief

Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY

1985 JAN 11 AM 11:38

E. AUBREY COLLISON
CLERK

BOOK - 481 PAGE 337
STATE OF MARYLAND

255185

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

RECORD FEE 33.00

Name D & E Excavating, Inc. POSTAGE .50

Address 1749 Bayside Beach Road, Pasadena, Maryland 21128 00454 0345 R01 T10:54

2. SECURED PARTY

JAN 11 85

Name Tucker Equipment Company

Address 629 S. Philadelphia Blvd., Aberdeen, Maryland 21001

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, MD 21061

Mailed 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)

D & E Excavating, Inc.

Daniel A. Reed
(Signature of Debtor)

Daniel A. Reed, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Tucker Equipment Company

Barclay D. Tucker, II
(Signature of Secured Party)

Barclay D. Tucker, II, President

Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY
1985 JAN 11 AM 11:38
C. ALBERT HULLISON

33.00
52

ASSIGNMENT

BOOK - 481 PAGE 338

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 December 12, 1984

between Tucker Equipment Company, as Seller/Lessor/Mortgagee and D & E Excavating, Inc., 1749 Bayside Beach Road, Pasadena, MD 21122

(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 \$ 63,294.00

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 12th day of December, 1984

Tucker Equipment Company (SEAL)

By Barclay D. Tucker, Jr.

(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 - 481 PAGE 339

TO: Tucker Equipment Company (Seller) FROM: D & E Excavating, Inc. (Buyer)
629 S. Philadelphia Blvd., Aberdeen, MD 21001 1749 Bayside Beach Road, Pasadena, MD 21122

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 Case 850C 1 1/2 yd. bucket, S/N 7401443

- (1) TIME SALES PRICE \$ 78,294.00
(2) Less DOWN PAYMENT IN CASH \$ -0-
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ 15,000.00
(4) CONTRACT PRICE (Time Balance) \$ 63,294.00

*except that there shall be no payments made during the months of February and March of the years 1986, 1987 and 1988.

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: Pasadena, Maryland 21122

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 Sixty three thousand two hundred ninety four and 00/100***** Dollars (\$ 63,294.00)

being the above indicated Contract Price (hereinafter called the "time balance") in 42 monthly installments, commencing on the 14th day of January, 1985, and continuing on the same date each month thereafter until paid; *the first 41 installments each being in the amount of \$ 1,507.00 and the final installment being in the amount of \$ 1,507.00

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: December 12, 1984

Accepted Tucker Equipment Company (SEAL) (Print Name of Seller Here)

D & E Excavating, Inc. (SEAL) (Print Name of Buyer-Maker Here)

By: [Signature]

By: [Signature] President

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 _____

2

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 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

By: _____ (Signature: Title of Officer, "Partner" or "Proprietor")

 (Witness)

BOOK - 481 PAGE 340

 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 in applicable words</small>		
Debtor(s) Name(s) and Address(es)	Secured Party Name and Address	
Cunningham Paving Company, Inc. 1073 St. Stephens Church Road Crownsville, Anne Arundel, MD 21032	C.I.T. Corporation 1301 York Road Lutherville, MD 21093	
ASSETS TO BE SECURED BY C.I.T. CORPORATION	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 Ingram 4-6 ton Tandem Roller S/N 547492-FB12 One (1) used Ingram 8-10 ton Tandem Roller S/N 547456-GB10		
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.		
Debtor(s) <u>Cunningham Paving Company, Inc.</u> Secured Party <u>C.I.T. Corporation</u>	By <u>James Cunningham</u> Title <u>President</u> By <u>Joseph C. Sickle</u> <small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small>	
<u>James Cunningham</u> Type or print name(s) of person(s) signing	<u>Joseph C Sickle</u> Type or print name of person signing	

RECORD FEE 11.00
 POSTAGE .50
 #00460 0345 R01 111:01
 JAN 11 85

RECEIVED FOR RECORD
 CIRCUIT COURT, ANNE ARUNDEL COUNTY
 1985 JAN 11 AM 11:39
 E. AUBREY COLLISON
 CLERK

Mailed to Secured Party
 11.60
 OS

10.50
fess.

BOOK - 481 PAGE 343

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

12/20 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. 245494 in Office of Circuit Court, A.A. County, Md.
(Filing Officer) (County and State)

RECORD FEE 10.00
POSTAGE 1.50
TOTAL 11.50
NOV 11 0345 801 11:02

Debtor or Debtors (name and Address): JARRETT W ENGLER
839 DEFRANCIA'S HARBOUR
Pawcatent, Md 21122

JAN 11 85

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
M. A. Khalil
Its Branch Office Manager

Form 91 MD (3-79)

10.00
fess



RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1985 JAN 11 AM 11:39
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

BOOK - 481 PAGE 311

242110

TERMINATION STATEMENT

Identifying File No. liber 448
page 415

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

ACCOUNT NUMBER 116373-3

RECORD 55
POSTAGE 415.00
700463 0345 R01 50
JAN 11 85

DEBTORS (Names and Residence Address)	SECURED PARTY (Name and Address)
KEIL, VERNON M AND SHIRLEY 558 6th St Pasadena Md 21122	BLAZER FINANCIAL SERVICES INC 7479 Balto-Annap Blvd. Glen Burnie Md 21061

E. AUBREY COLLISON
CLERK

1985 JAN 11 AM 11:39

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
J. Burton Title CLERK Dated DEC 3, 1984
J BURTON
27 20 Maryland 2-64

Mailed to Secured Party

10.00
P



MARYLAND NATIONAL BANK

We want you to grow.™

255188

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) Coffee Butler Service, Inc. Address(es) 150-B Penrod Court
Glen Burnie, Maryland 21061

6. Secured Party Maryland National Bank Address 10 Light Street
 Attention: David W. Loughran Baltimore, Maryland 21202 RECORD FEE 11.00
 POSTAGE .50

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 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.

Thomas S. Williams (Seal)
 _____ (Seal)
 _____ (Seal)
 _____ (Seal)

Secured Party
 Maryland National Bank
David W. Loughran (Seal)
 David W. Loughran, Vice President
 Type name and title



RECORDED COPY
700484 2345 R01 111:05

JAN 11 85

1985 JAN 11 AM 11:39

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.

Mailed to Secured Party

1100/50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 481 PAGE 316

255189

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 12/1/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Advantage Cablevision, Inc.
Address 1828 L Street, N. W., Washington, D. C. 20036

2. SECURED PARTY

Name The Palmer National Bank
Address 1667 K Street, N. W., Washington, D. C. 20006

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 of Debtor's property, plant and equipment, and receivables, more fully described on Exhibit "A" attached hereto.

Not subject to recordation tax.

RECORD FEE 11.00
POSTAGE .50
#00465 0345 R01 11:06
JAN 11 85

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)
Elizabeth's Landing subdivision, Town of Pasadena, County of Ann Arundel, State of Maryland
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

RECORDED IN RECORD
ANN ARUNDEL COUNTY
1985 JAN 11 AM 11:40
E. AUBREY COLLISON
CLERK

Signature of Debtor: Richard P. Whitney

Richard P. Whitney, CEO
Type or Print Above Name on Above Line

Signature of Debtor: Robert S. Bennett

Robert S. Bennett, Pres.
Type or Print Above Signature on Above Line

Signature of Secured Party: Carl E. Dodson

Carl E. Dodson, V. P.
Type or Print Above Signature on Above Line

Mailed to Secured Party

11.00
50

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK - 481 PAGE 348
Identifying File No. 25519T

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 DEC 31, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Elmeo, Inc.
Address 1623 Forest Drive Annapolis, Maryland 21403

2. SECURED PARTY

Name Greyhound Capital Corporation
Address Greyhound Tower Phoenix, Arizona 85077

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

#00487 C040 R01 111:50

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

(a) All computer equipment subject to a Lease Agreement dated December 31, 1984, between R. A. Wrigley, as lessor, and Secured Party, as lessee, together with all substitutions therefor permitted by and subject to the Lease Agreement, all additions, modifications and improvements thereto, and all parts or replacements thereof; (b) the rents and profits with respect to the equipment, including all Debtor's rights under a Recourse Installment Note-Security Agreement dated December 31, 1984, between lessor and Debtor; and (c) all proceeds including sale, rental, insurance and other proceeds of any disposition of the equipment, as to all of which a security interest has been granted by the Debtor in a Recourse Promissory Note-Security Agreement dated December 31, 1984, between Debtor and Secured Party.

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 of Debtor)

ELMCO, INC.

Type or Print Above Name on Above Line

Kelsey Lennox, VP, attorney in fact

(Signature of Debtor)

Kelsey Lennox, VP

Type or Print Above Signature on Above Line

GREYHOUND CAPITAL CORPORATION

(Signature of Secured Party)

Levon Kasarian, Jr., J.P.

Type or Print Above Signature on Above Line

E. AUBREY COLLISON
CLERK

1985 JAN 11 AM 11:56

RECEIVED FOR RECORD
CLERK COURT HOUSE COUNTY

Mailed to Secured Party

11/85

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK - 481 PAGE 349
Identifying File No. 255192

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 DEC 31, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ELMCO, Inc.
Address 1623 Forest Drive
Annapolis, Maryland 21402

2. SECURED PARTY

Name Greyhound Capital Corporation
Address Greyhound Tower

RECORD FEE 11.00
POSTAGE .50
#00488 0040 R01 11:51
JAN 11 85

Phoenix, Arizona 85077
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)
(a) All computer equipment subject to a Lease Agreement dated December 31, 1984, effective as of December 20, 1984, between Dawn Food Products, Inc., as lessor, and Secured Party, as lessee, together with all substitutions therefor permitted by and subject to the Lease Agreement, all additions, modifications and improvements thereto, and all parts or replacements thereof; (b) the rents and profits with respect to the equipment, including all Debtor's rights under a Recourse Installment Note-Security Agreement dated December 31, 1984, effective as of December 20, 1984, between lessor and Debtor; and (c) all proceeds including sale, rental, insurance and other proceeds of any disposition of the equipment, as to all of which a security interest has been granted by the Debtor in a Recourse Promissory Note-Security Agreement dated December 31, 1984, effective as of December 20, 1984, between Debtor and Secured Party.

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)

RECEIVED FOR RECORD
CIRCUIT COURT, ANNAPOLIS COUNTY
1985 JAN 11 AM 11:56
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

(Signature of Debtor)
ELMCO, INC.
Type or Print Above Name on Above Line
Kelsey Lennox, VP Attorney in fact
(Signature of Debtor)
Kelsey Lennox, VP
Type or Print Above Signature on Above Line

GREYHOUND CAPITAL CORPORATION
Levon Kasarjian, Jr. V.P.
(Signature of Secured Party)
LEVON KASARJIAN, JR. V.P.
Type or Print Above Signature on Above Line

11/1

107271

STATE OF MARYLAND

F/R A A COUNTY

FINANCING STATEMENT FORM UCC-1

Identifying File No. BOOK - 481 PAGE 350

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.

255193

This financing statement Dated 10-25-84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR Robin Roach and M.H. Fleischer, not individually or personally but Name solely as trustee under a trust agreement dated as of October 4, 1984 c/o Franchise Finance Corporation of America Address 3443 North Central Avenue, Phoenix, Arizona 85012

2. SECURED PARTY Name INSURED PENSION INVESTORS 1983 (a Delaware Limited Partnership) Address 3443 North Central Avenue, Phoenix, Arizona 85012

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)

SEE EXHIBIT A ATTACHED HERETO.

RECORD FEE 12.00 POSTAGE .50 #00491 0040 R01 11:58 JAN 11 85

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)

Prepared By: KUTAK ROCK & CAMPBELL 1650 Farnam Street Omaha, NE 68102

Robin Roach (Signature of Debtor)

M. H. Fleischer (Signature of Debtor)

INSURED PENSION INVESTORS 1983 (a Delaware Limited Partnership) (Signature of Secured Party)

RECEIVED FOR RECORD CIRCUIT COURT, A.A. COUNTY 1985 JAN 11 PM 12:04 E. AUBREY COLLISON CLERK

RETURN TO: SAFECO TITLE INSURANCE COMPANY OF MARYLAND ST. PAUL & LEXINGTON STS. BALTIMORE, MD. 21202

Mailed to Secured Party

12.50

EXHIBIT A

GRANTING CLAUSE FIRST

The entire right, title and interest of Debtor in and to the Land, including without limitation any leasehold interest therein, together with (a) the entire right, title and interest of Debtor in and to all buildings, structures and other improvements now standing or at any time hereafter constructed or placed upon the Land, including, without limitation, all building materials, building equipment and building fixtures of every kind and nature on the Land or in any such building, structure or other improvement (said buildings, structures, other improvements, building materials, building equipment and building fixtures being herein collectively called the "Improvements"), (b) all equipment located upon the Improvements, (c) the entire right, title and interest of Debtor in and to all and singular the tenements, hereditaments, easements, rights-of-way, rights, privileges and appurtenances in and to the Land, including, without limitation, the entire right, title and interest of Debtor in, to and under any streets, ways, alleys, vaults, gores or strips of land adjoining the Land, (d) all claims or demands of Debtor in law or in equity, in possession or expectancy of, in and to the Land and (e) all rents, income, revenues, issues and profits from and in respect of the property described in clauses (a) through (d) of this Granting Clause First and any Sublease in which Debtor may be a lessor and all rights pursuant to any rental guarantee insurance with respect to such sublease, if any, and continuing right to make claim for, collect, receive and give receipt for the same, it being the intention of the parties hereto that, so far as may be permitted by law, all property of the character hereinabove described which is now owned or is hereafter acquired by Debtor and is affixed, attached or annexed to the Land shall be and remain or become and constitute a portion of the Trust Estate and the security covered by and subject to the lien hereof.

GRANTING CLAUSE SECOND

Any and all moneys, including all condemnation proceeds and awards and proceeds of insurance, and all other property of every kind and description which may come into the possession or be subject to the control of Debtor, it being the intention of Debtor and it being hereby agreed that all property hereafter acquired by Debtor and required to be subjected to the lien of this Indenture or intended so to be shall forthwith upon the acquisition thereof by Debtor be subject to the lien of this Indenture as if such property were now owned by Debtor and were specifically described in this Indenture and granted hereby or pursuant hereto together with all proceeds and products of any or all of the foregoing; and Trustee is hereby authorized to receive any and all such property as and for additional security for the payment of the Note and all other sums secured or intended to be secured hereby.

107271

STATE OF MARYLAND

FR A A CO

FINANCING STATEMENT FORM UCC-1

IDENTIFYING FILE NO. 481 PAGE 352

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 10-25-84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR -

255194

Name BALTIMORE FOOD SYSTEMS, INC.

Address 1840 York Road, No. 11, Timonium, Maryland 21093

2. SECURED PARTY

Name Robin Roach and M.H. Fleischer, not individually or personally but solely as trustee under a trust agreement dated as of October 4, 1984 c/o Franchise Finance Corporation of America

Address 3443 North Central Avenue, Phoenix, Arizona 85012

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 equipment and fixtures leased by Secured Party, as Lessor, and Debtor, as Lessee, under that certain Lease dated as of 10-4, 1984 (the "Lease") for the Bojangles' Restaurant located on the real property described on Exhibit A. This Financing Statement is being filed as a precaution only in the event that, contrary to the parties intention and belief, the Lease is deemed to constitute a conditional sales agreement for federal or state law purposes.

RECORD FEE 11.00
POSTAGE .50
#00493 0040 R01 112:00
JAN 11 85

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)

RETURN TO: SAFECO TITLE INSURANCE COMPANY OF MARYLAND ST. PAUL & LEXINGTON STS. BALTIMORE, MD. 21202

Mailed to:

(Signature of Debtor)

BALTIMORE FOOD SYSTEMS, INC. Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Prepared By: KUTAK ROCK & CAMPBELL 1650 Farnam Street Omaha, NE 68102

Robin Roach (Signature of Secured Party)

M.H. Fleischer Type or Print Above Signature on Above Line

11.00 .50

mpc
11/25
1985 JAN 11 PM 12:04
E. AUGREY COLLISON CLERK

EXHIBIT A

Beginning for the same at the point of intersection of the Easterly line of Old Annapolis Rd., Md. Rte. 175 60-foot wide and the Northerly right-of-way line of Mapes Road, 40-foot wide, said point also being at the beginning of the first or North 10°, 50 minutes West, 110.63-foot line as described in a deed from the Lincoln National Life Insurance Company, to Richard E. Snyder and Marion B. Snyder, his wife, dated September 4, 1975, and recorded among the land records of Anne Arundel County, Maryland, in Liber 2790, folio 63 and running thence with and along the Easterly line of said Old Annapolis Road, with and along said first deed line and reversely with and along the 5th deed line, as described in a deed from Bis Enterprises, Incorporated et al. to 1624 Corporation dated October 27, 1977, and recorded among said land records in Liber 3024, folio 70. (1) North 10°, 30', 00" West 128.30 feet to a point; thence reversely with and along the fourth and third deed lines as described in said deed recorded in Liber 3024 at folio 70; (2) North 79°, 16', 50" East 300.00 feet to a point; thence reversely with and along the second deed line as described in said deed recorded in Liber 3024 folio 70 and with and along the third deed line as described in a deed from Nathan Neyman, et ux to Richard E. Snyder, et ux dated February 27, 1976, and recorded among said land records in Liber 2832, folio 101; (3) South 10°, 50', 00" East 128.14 feet to a point; thence with and along the fourth deed line of said deed recorded in Liber 2832, folio 101; with and along the fourth deed line as described in said deed recorded in Liber 2790, folio 63 and with and along the North line of said Mapes Road; (4) South 79°, 10', 00" West 300.00 feet to the point of beginning. Containing 38,466 square feet.

Saving and excepting from the above described property all that portion thereof which by deed dated July 24, 1978 and recorded among the Land Records of Anne Arundel County in Liber W.G.L. No. 3195, folio 305 was granted and conveyed by Foodmaker, Inc. to Anne Arundel County, Maryland for the widening of Mapes Road.

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):
 Zablonty, Florian H., D.D.S.
 2411 Crofton Lane Suite 6
 Crofton, MD 21114

(2) Secured Party(ies) (Name(s) And Address(es):
 STUDEBAKER-WORTHINGTON
 LEASING CORP.
 100 JERICO QUADRANGLE
 JERICO, NY 11753

(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):

RECORD FEE 11.00
 RECORD TAX 57.50
 POSTAGE 1.00
 #79335 C237 R02 115-51
 JAN 11 85

For Filing Officer

(5) This Financing Statement Covers the Following types [or items] of property. TRUE LEASE TRANSACTION
 Computer system and related property including but not limited to: A T & T 6300 Computer, 10MB Hard Disk, Keyboard, Monitor, Memory Upgrade to 256K, Texas Instruments 855 Printer, Impact Marketing Paris Patient Accounts Receivable and Ins. Program

"Amount of Indebtedness is \$8,990."

proceeds
~~X~~ Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)
 Zablonty, Florian H., D.D.S.
 (By) *[Signature]*
 Standard Form Approved by N.C. Sec. of State and other states shown above.

Secured Party(ies) [or Assignees]
 STUDEBAKER-WORTHINGTON LEASING CORP.
 (By) *[Signature]*
 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

RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY
 1985 JAN 11 PM 3:59
 E. AUBREY COLLISON
 CLERK

Mailed to Secured Party

11-
 59.50
 50

The undersigned Secured Party presents the following statement to a Filing Officer for filing pursuant to the Uniform Commercial Code and hereby certify:

1. This Termination Statement applies to: Financing Statement which has been recorded among the Financing Records of Anne Arundel County on May 10, 1978, ID #218071, in Liber 386, Page 473.
Financing Statement also recorded in Baltimore County on January 28, 1977, ID #348566, in Liber 890, Page 324.
Financing Statement which has been recorded among the Financing Records of the State Department of Assessment and Taxation on May 10, 1978, ID #94582, Film 2414, Folio 001897.

2. DEBTOR is: OPTICAL CENTER, INC.
8521 Liberty Road (Baltimore County)
Randallstown, Maryland 21133
and 6642 N. Ritchie Highway
Glen Burnie (Anne Arundel County), Maryland 21061

Mailed to: _____

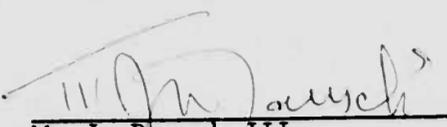
SECURED PARTY is: SMALL BUSINESS ADMINISTRATION
(an Agency of the U. S. Government)
8600 LaSalle Road, 630 Oxford Bldg.
Towson, Maryland 21204

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 DEBTOR.

RECORD FEE 10.00
POSTAGE 50
#79357 0237 R02 T15:52
JAN 11 85

SECURED PARTY: SMALL BUSINESS ADMINISTRATION

RECEIVED FOR RECORD
COURT HOUSE BALTIMORE COUNTY
1985 JAN 11 PM 3:59
E AUBREY COLLISON
CLERK


M. J. Dausch III
Attorney/Agent
Baltimore District Office

DATE: 12-11-84

10-52

Anne Arundel

BOOK - 481 PAGE 356

255196

FINANCING STATEMENT
(NOT SUBJECT TO RECORDATION TAX)

FILE NO. _____

This Financing Statement dated 12/10/84 is presented to filing officer for filing pursuant to the Uniform Commercial Code:

1. DEBTOR
Name: IDLE WILDE FARM P.O. BOX 187

Address: DAVIDSONVILLE, MD 21035

2. SECURED PARTY
Name: JAMES O. YOUNG CO

Address: UPPER MARLBORO MD 20772

3. ASSIGNEE
Name: SPERRY NEW HOLLAND CREDIT CORPORATION
500 NORTH HOSKINS ROAD
P.O. BOX 33547
CHARLOTTE, NC 28233

4. Maturity date of obligation (if any) _____

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

RECORD FEE 11.00
#79358 C237 RO2 115:53
JAN 11 85

1 - N.H. - 791 SPREADER
SN 606911

IDLEWILDE FARM

Garland L. Zang
(SIGNATURE OF DEBTOR)

GARLAND L. ZANG, PRES.
TYPE OR PRINT SIGNATURE ON ABOVE LINE

(SIGNATURE OF DEBTOR)

TYPE OR PRINT SIGNATURE ON ABOVE LINE

JAMES O. YOUNG & CO.

James O. Young
(SIGNATURE OF SECURED PARTY)

JAMES O. YOUNG - Owner
TYPE OR PRINT SIGNATURE ON ABOVE LINE

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1985 JAN 11 PM 3:59
E. AUBREY COLLISON
CLERK

209099 REV. 4/83

MARYLAND

PRINTED IN U.S.A.

Mailed to Secured Party

11/20/85

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK - 481 PAGE 357
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 255197

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.

Collateral is exempt from all recordation tax.
This financing statement Dated 10/23/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Tariq Saeed Niazi
Address 518 Ritchie Hwy., Severna Park, MD 21146

SECURED PARTY

Name Exxon Company, U.S.A. (a division of Exxon Corporation)
Address P. O. Box 2169, Houston, TX 77001

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)

"EXEMPT FROM RECORDATION TAX."

Any and all present and hereafter acquired inventory including, but not by way of limitation, motor fuel, motor oils, tires, batteries and automotive accessories.
Any and all present and hereafter acquired equipment including, but not by way of limitation, furniture, tools and machinery.
Any and all present and hereafter acquired fixtures, accounts, notes receivable, chattel paper, contract rights, general intangibles, documents, instruments, security agreements, notes, checks, money, bank accounts, negotiable instruments and documents, choses in action, and lien rights.

RECORD FEE 11.00
#79361 C237 R02 T15:58
JAN 11 85

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)

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

Tariq Saeed Niazi
(Signature of Debtor)

Tariq Saeed Niazi
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

HC [Signature]
(Signature of Secured Party) 12/11/84
Exxon Company, U.S.A.
(a division of Exxon Corporation)
Type or Print Above Signature on Above Line

Mailed to Secured Party

E. AUBREY COLLISON
CLERK

1985 JAN 11 PM 4:10

RECEIVED FOR RECORDS
COURT CLERK, BALTIMORE COUNTY

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK - 481 PAGE 358

255198

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK. Collateral is exempt from all recordation tax.

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 11/12/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Walter J. Munroe
Address 8101 Ritchie Hwy., Pasadena, MD 21122

2. SECURED PARTY

Name Exxon Company, U.S.A. (a division of Exxon Corporation)
Address P. O. Box 2169, Houston, TX 77001

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)

- Any and all present and hereafter acquired inventory including, but not by way of limitation, motor fuel, motor oils, tires, batteries and automotive accessories.
Any and all present and hereafter acquired equipment including, but not by way of limitation, furniture, tools and machinery.
Any and all present and hereafter acquired fixtures, accounts, notes receivable, chattel paper, contract rights, general intangibles, documents, instruments, security agreements, notes, checks, money, bank accounts, negotiable instruments and documents, choses in action, and lien rights.

"EXEMPT FROM RECORDATION TAX."

CHECK THE LINES WHICH APPLY

RECORD FEE 11.00
#77362 C237 R02 T15:59
JAN 11 85

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 of Debtor

Walter J. Munroe
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

Exxon Company, U.S.A.
Type or Print Above Signature on Above Line

E. AUBREY COLLISON
CLERK

1985 JAN 11 PM 4:10

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY

11

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. <input type="checkbox"/>
---	--

This financing statement Dated 10-19-84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Jerome L. Tucker, T/A Tucker's Exxon
Address 11 West Street, Annapolis MD 21401

2. SECURED PARTY

Name Kenneth Warner
Address 4316 Pennbrook Court, West River MD 20778
Snap-On Tools Corporation, 7267 Park Circle, Hanover MD 21076
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)

Snap-On Mechanic's tools and equipment.

1985 JAN 11 PM 4:11
RECEIVED FROM RECORDS
CLERK E. AUBREY COLLISON

RECORD FEE 12.00
POSTAGE 50
#79300 C237 R02 T16:00
JAN 11 85

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)

Jerome L. Tucker
(Signature of Debtor)

JEROME TUCKER

Type or Print Above Signature on Above Line

Jerome L. Tucker
(Signature of Debtor)

Type or Print Above Signature on Above Line

Kenneth Warner
(Signature of Secured Party)

KENNETH WARNER

Type or Print Above Name on Above Line

Mailed to Secured Party

1250

MARYLAND TERMINATION STATEMENT

Date December 12, 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: Joseph Sprows, 772 Ticonderoga Ave, Severna Park, MD 21146

2. Secured Party and address (Type complete corporate name): Thorp Credit, 7966 Crain Hwy, Glen Burnie, MD 21061

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 453 Page 126

RECORD FEE 10.00, POSTAGE .50, #79385 C237 R02 T13:01, JAN 11 85

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 Financial Services (TYPE COMPLETE CORPORATE NAME)

By: Samuel J Wilson (Signature) MANAGER

(Type signature below name)

DO NOT TYPE IN MARGINS OUTSIDE OF GUIDE LINES

1985 JAN 11 PM 4:11, E. AUBREY COLLISON CLERK

RECEIVED FOR RECORD, CLERK'S OFFICE, BALTIMORE COUNTY

Mailed to Secured Party

1050

aa cty CLERK'S NOTATION Document submitted for record in a condition not permitting satisfactory photographic reproduction.

FINANCING STATEMENT

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

1. Name of Debtor(s) (or Assignor): VIKAR, INC.
 Address: c/o Boardwalk Fries, Inc.
 Annapolis Mall, Unit #75
 Annapolis, Maryland 21401

2. Name of Secured Party (or Assignee): BOARDWALK FRIES, INC.
 Address: 9051 Baltimore National Pike
 Ellicott City, MD 21043

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

See Attached Exhibit A

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): VIKAR, INC.
 By: Vince Saccardi, President

Secured Party: BOARDWALK FRIES, INC.

By: David DiFerdinando, 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.)

(Mr. Clerk: Return to: James D. Neilson, Esquire
 Melnicove, Kaufman, Weiner & Smouse, P.A.
 600 Charles Center South
 36 South Charles Street
 Baltimore, Maryland 21201-3060

Mailed to: _____

RECEIVED FOR RECORD
 CLERK OF DISTRICT COURT
 1985 JAN 11 PM 4:11
 E. AUBREY COLLISON
 CLERK

RECORD FEE 13.00
 POSTAGE #77300 C237 R02 T13:01
 JAN 11 85

13-50

EXHIBIT A

BOOK - 481 PAGE 362

(a) All of Debtor's equipment, instruments, furnishings, appliances, inventory, supplies and fixtures and including but not limited to all those items more particularly set forth on the attached list, incorporated herein as "Exhibit B" (hereinafter collectively referred to as the "Goods");

(b) All accounts receivable now outstanding or generated in the future by the Debtor as a result of the conduct of its business (hereinafter referred to as the "Accounts");

(c) Including property, goods, chattels, contract rights and general intangibles of the same classes as those listed above acquired by the Debtor subsequent to the execution of this Agreement and prior to its termination, proceeds of the Goods and/or Accounts and all increases, substitutions, replacements, additions and accessions to the Goods and/or Accounts; said Security Interest in said Goods and Accounts being granted in order to secure the payment of (1) the Note; (2) all costs and expenses incurred in the collection of same and enforcement of Creditor's rights hereunder; (3) all money heretofore or hereafter advanced by Creditor to or for the account of Debtor; and (4) any and all other liabilities of Debtor to Creditor, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising.

EQUIPMENT LIST

- 1 Cash register
- 1 Faucet (wall mount)
- 1 Paper towel dispenser
- 1 Grease filter
- 1 Fry dump table
- 4 Electric fryers
- 1 Basket rack
- 1 S.S hood (used)
- 1 Dunage rack
- 1 3-compartment sink
- 1 Hand sink
- 1 Water heater
- 1 Ice machine
- 1 Mop sink
- 1 Fry cutter
- 1 Time clock
- 1 Replacement blade
- 48 Baskets (8 come with fryers)
- 1 Grease filter system
- 1 Box of filters
- 3 Shelves
- 1 Safe
- 1 Pepsi dispenser
- 3 Salt shakers
- 3 Scoops
- 1 Ice scoop
- 1 Ice bucket
- 1 Trash can with wheels
- 1 Mop
- 1 Mop bucket
- 1 Mop handle
- 1 Mop ring
- 1 Vinegar container

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 NOV. 30, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Beetle Bayly Septic Service

Address 850 Evergreen Rd., Severna Park, MD 21144

2. SECURED PARTY

Name Tucker Equipment Company

Address 629 S. Philadelphia Blvd., Aberdeen, MD 21001

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)

One Case 580 Super E Loader/Backhoe S/N 9077282

Assignee of the Secured Party
J.I. Case Co. or J.I. Case Credit Corp.
as their interests may appear
290 Elwood Davis Road
Liverpool, NY 13088

Anne Arunde1 2999

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
#79387 0237 R02 T16:02
JAN 11 85

Wayne T. Bayly
(Signature of Debtor)

WAYNE T. BAYLY
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Barclay D. Tucker II
(Signature of Secured Party)

Barclay D. Tucker, II
Type or Print Above Signature on Above Line

Mailed to Secured Party

11-25

RECEIVED FOR RECORD
CREDIT COURT, ANNE ARUNDEL COUNTY
1985 JAN 11 PM 4:11
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 Dec. 4, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name EARL B. WALKER T/A AMERICAN RAILROAD REPAIR AND INSTALLATION CO.
Address 205 N Street, Glen Burnie, Md. 20707 21061

2. SECURED PARTY

Name INGERSOLL RAND EQUIPMENT SALES
Address 5681 Main Street, P.O. Box 7464, Elkridge, Md. 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)

1 - New Ingersoll Rand Air Compressor and All Attachments and Accessories Thereto
Model P100WW, SN 139796

E. AUDREY COLLISON
CLERK

1985 JAN 11 PM 4:11

RECEIVED FROM RECORDS
CHIEF CLERK, COUNTY

RECORD FEE 12.00
POSTAGE .50
#79369 C237 R02 T16:03
JAN 11 85

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)

EARL B WALKER T/A AMERICAN RAILROAD,
REPAIR & INSTALLATION CO.

(Signature of Debtor)

Earl B. Walker

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

INGERSOLL RAND EQUIPMENT SALES

John W. Banes
(Signature of Secured Party)

John W. Banes, V.P. Gen. Mgr.

Type or Print Above Name on Above Line

Mailed to Secured Party
12⁰⁰/₅₀

FINANCING STATEMENT

(To Be Used For Time Sales 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(S) and Address(es) (Last Name First) MONAR CORP. T/A EUROPEAN BAKE SHOP 544 BALTIMORE - ANNAPOLIS RD. SEVERNA PARK, MD: 21146	2. SECURED PARTY and Address MARTIN BAMBERGER CO. 4110 PINKNEY RD. BALTIMORE, MD 21215
3. ASSIGNEE OF SECURED PARTY: MARTIN BAMBERGER CO. 4110 PINKNEY ROAD BALTIMORE, MARYLAND 21215	
RETURN TO: ASSIGNEE	

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

- 1- BERKEL DIGITAL SCALE
MODEL 521 #8171-2111-04217
- 1- 77" REFRIGERATED BAKERY CASE
- 1- 77" HIGH VOLUME BAKERY CASE

RECEIVED FOR RECORD
 CLERK COUNTY
 1985 JAN 11 PM 4:11
 E. AUBREY COLLISON
 CLERK

RECORD FEE 11.00
 POSTAGE .50
 #79371 0237 R02 T16:05
 JAN 11 85

- 5. Proceeds and products of collateral are covered hereunder.
- 6. This transaction is exempt from Recordation Tax.

DEBTOR: Monar Inc - President
 By: JANUSZ ZAWADZKI (Title)


SECURED PARTY:
MARTIN BAMBERGER CO
 (Type Company Name)
 By: Abraham Bamberger Partner (Title)

UCC-4

Mailed to Secured Party

11/2

255204

BOOK - 481 PAGE 367

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)) MUETING, DORIS PATUXENT M ESTATES Lot # 57 LOT 57 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		3. <input type="checkbox"/> The Debtor is a transmitting utility	
5. This Financing Statement covers the following types (or items) of property: 1979 NEW DOMINION, CASA ROYALE, Serial # 1ZA78104642038 14 X 65, 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		4. For Filing Officer: Date, Time, No. - Filing Office RECORD FEE 11.00 POSTAGE 50 #78372 0237 RO2 11:05 JAN 11 85	
8. Describe Real Estate Here		<input type="checkbox"/> This statement is to be indexed in the Real Estate Records.		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.)	
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 checked="" 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 <input type="checkbox"/> 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					

By Doris Mueting S.S. # 115-18-1443

By Isabel Manfredi Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked.)

(1) FILING OFFICER COPY - NUMERICAL

3/83

STANDARD FORM - FORM UCC-1 — Approved by the Secretary of the Commonwealth of Pa.

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY
1985 JAN 11 PM 4:11
E. AUBREY COLLISON
CLERK

115

FINANCING STATEMENT FORM UCC-1

BOOK - 481 PAGE 368
Identifying File No. _____

255205

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 The Mailroom, Inc.
Address 7155 Furnance Branch Road, Glen Burnie, MD 21061

2. SECURED PARTY

Name Bell & Howell Acceptance Corporation
Address 7100 N. McCormick Road, Chicago, IL 60645

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)

Rodios, Televisions, Phonographs, Electronic Equipment, Refrigerators, Freezers and Household appliances, and all other inventory or stock in trade of every kind and character, including after-acquired property, and insurance proceeds from the loss of any of the above.

(3) Six Station Imperial Inserts - Stacker Model
S/N 34-1325, 34-1322, 43-1326

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY
1985 JAN 14 AM 8:23
E. AUBREY COLLISON
CLERK

RECORD FEE 13.00
#779380 1237 R02 708:19
JAN 14 85

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)

See Attached
(Signature of Debtor)

The Mailroom, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Bell & Howell Acceptance Corp.

[Signature]
Type or Print Above Signature on Above Line

Mailed to Secured Party 13-

BELL & HOWELL ACCEPTANCE CORPORATION FINANCING AGREEMENT

THIS AGREEMENT is made by and between the Buyer and BHAC with respect to the Equipment described below:

Buyer **The Mailroom, Inc.**
7155 Furnace Branch Road
Glen Burnie, Md. 21061

BHAC
Bell & Howell Acceptance Corporation
7100 North McCormick Road
Chicago, Illinois 60645
(312) 673-3300

BOOK - 481 PAGE 369

Product Code	Quantity	Description of Equipment	Serial No.	List Price
	3	Six Station Imperial Inserts - Stacker Model S/N 34-1325, 34-1322, 34-1326		\$81,000.00

ADDITIONAL TERMS. The parties agree that the additional terms and conditions set forth on the reverse side constitute part of this Agreement. NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION.

1. Description of Transaction.

(a) Buyer is purchasing the Equipment from Phillipsburg ("Seller") for use in Buyer's business, and not for personal, family, household or agricultural purposes. Buyer has requested BHAC to provide purchase money financing to enable Buyer to purchase the Equipment. Buyer and BHAC acknowledge and agree that the principal amount of the financing provided by BHAC shall be disbursed by BHAC directly to Seller for the purpose of enabling Buyer to buy the Equipment.

(b) The principal balance of purchase money financing and the time balance to be repaid are determined as follows:

(i) CASH PRICE (including taxes)	\$85,050.00	(iv) OFFICIAL FEES	\$ -0-
(ii) TOTAL DOWN PAYMENT (x + y)	\$27,000.00	(v) PRINCIPAL BALANCE (iii + iv)	\$58,050.00
(x) CASH DOWN PAYMENT	\$27,000.00	(vi) FINANCE CHARGE	\$12,181.20
(y) ALLOWANCE FOR TRADE-IN	\$ _____	(vii) TIME BALANCE (v + vi)	\$70,231.20
(iii) UNPAID BALANCE OF CASH PRICE (i-ii)	\$58,050.00	(viii) TOTAL PURCHASE PRICE (ii + viii)	\$97,231.20

2. Repayment of Financing.

For value received, Buyer agrees to pay to BHAC or its assigns the Time Balance set forth above in 24 equal installments of \$ 2,926.30 each commencing on DECEMBER 6, 1984 and on the same date of each successive month thereafter until paid.

3. Payments.

(a) All payments by Buyer shall be made to BHAC at 7100 North McCormick Road, Chicago, Illinois 60645 or to such other address as BHAC shall designate in writing. Buyer's obligation to make payments shall continue unmodified despite any loss, damage, or other interruption of use of equipment. The obligation of Buyer to pay in full any amounts due hereunder shall not be affected by dispute, claim, counterclaim, defense or other right which Buyer may have to assert against BHAC, Seller or the manufacturer of the Equipment.

(b) All amounts which are not paid when due shall bear interest at the lesser of 25% per annum simple interest or the maximum rate permitted by applicable law from the due date until the date when paid.

4. Location and Use of Equipment.

(a) The Equipment will not be affixed to real estate, but will be used by Buyer solely at the address set forth below, and will not be removed from such location without BHAC's written consent.

7155 Furnace Branch Rd.
Glen Burnie, Md. 21061

(b) Buyer shall use the Equipment strictly in accordance with the instructions of the manufacturer and will use the Equipment solely in the conduct of its business and with due care to prevent injury to person or property, and in conformity with all applicable laws, ordinances, rules, regulations and other requirements of any insurer or governmental body.

(c) Buyer shall permit BHAC or its representatives to inspect the Equipment and Buyer's records with respect thereto at all reasonable times.

5. Disclaimer of Warranties and Liabilities.

(a) BHAC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(b) BHAC disclaims all liability of any kind or nature (including strict tort liability) for damages incurred by Buyer or others arising out of the possession or use of the Equipment. In no event shall BHAC be liable for special, incidental or consequential damages.

(c) Buyer understands and agrees that, if the Equipment is not properly installed, does not operate as represented by the manufacturer or Seller, or is unsatisfactory for any reason, Buyer's only recourse will be to make a claim against the manufacturer or Seller, and that Buyer shall nevertheless continue making payments to BHAC as required by this Agreement.

6. Condition of Equipment.

(a) Buyer acknowledges delivery and installation of the Equipment in satisfactory condition. Buyer further acknowledges that each unit conforms to the description thereof; each unit is of a size, design and capacity selected by Buyer; and, having examined the Equipment, each unit meets all the tests of suitability, merchantability and fitness for the particular purpose for which it was purchased.

(b) Buyer shall maintain and preserve the Equipment in good working order and condition and shall from time to time make or cause to be made all necessary and proper repairs thereto. All parts, improvements and replacements shall immediately become Equipment and subject to BHAC's interest therein.

(c) Buyer shall place and maintain on the Equipment a notice disclosing BHAC's security interest and shall maintain the serial and other identifying numbers on the Equipment.

Buyer and BHAC have entered into this Agreement as of the 18 day of Oct, 1984. Buyer acknowledges receipt of a true and completely filled in copy of this Agreement.

Buyer: The Mailroom, Inc. Bell & Howell Acceptance Corporation

By [Signature] By [Signature]
Title President Title Controller

(3) SELLER'S FILE COPY

481-369A

7. Prepayments

- (a) Buyer may at any time prepay, without premium or penalty, all or any part of the unpaid balance hereunder. Any partial prepayment shall be applied first against the last remaining installments of principal and shall not reduce the monthly installment amount.
- (b) If the Equipment shall be damaged, lost, stolen or destroyed, then BHAC may require Buyer to prepay the entire outstanding principal balance and accrued interest, and any other amounts then owing, under this Agreement.
- (c) If it is determined that the rate of interest provided for in Section 2 of this Agreement is in violation of applicable law, then the unpaid principal balance hereunder, with accrued interest at the maximum rate then permitted by applicable law, shall immediately become due and payable by Buyer without notice or demand.

8. Security Interest

- (a) As security for the payment or performance of all indebtedness or obligations now or in the future owing to BHAC, Buyer grants to BHAC a purchase money security interest in the Equipment, and in all attachments, accessories, replacements or repairs, and in the proceeds (including insurance proceeds) of the Equipment. The inclusion of proceeds hereunder shall not be construed to mean that the BHAC consents to any sale of the Equipment, and any sale of the Equipment shall be made without the written consent of the BHAC.
- (b) In connection with the execution of this Agreement, Buyer shall sign financing statements or proper forms under the laws of each state in which such statements must be filed or obtained to perfect or protect the security interest of the BHAC.
- (c) If the Equipment is or will be installed in or affixed to other goods, or will become a fixture, then Debtor shall obtain the written consent to this Agreement, in form and substance satisfactory to BHAC, of each present or future owner and/or encumbrancer of the other goods or real estate to which the Equipment is installed or affixed.
- (d) Buyer shall from time to time execute or procure any document or instrument, and shall pay all costs associated therewith, necessary or desirable to perfect or otherwise protect the security interest of BHAC under this Agreement against third parties. If permitted by applicable law, Buyer authorizes BHAC to sign and file on behalf of and in the name of Buyer, any financing statements or amendments thereto necessary to perfect the security interest of BHAC.

9. Insurance

- (a) Buyer assumes all risk of physical loss or damage to the Equipment and shall maintain, at Buyer's expense, property insurance evidencing all risk of physical loss or damage in an amount not less than the unpaid principal balance owing hereunder. Buyer, at its expense, shall also carry public liability insurance for the contractual liability of the hold harmless clause set forth in Section 10(b). Buyer shall furnish to BHAC certificates evidencing the insurance coverage, which shall show BHAC as an additional insured as respects the public liability insurance and a loss payee as respects the property insurance specified above and shall require, not less than thirty (30) days written notice to BHAC prior to cancellation or any material change in such policy.
- (b) Buyer acknowledges that BHAC may, at its option, maintain property insurance coverage solely for BHAC's benefit, which may provide for payment solely to BHAC in the event of loss, damage or destruction of the Equipment. If such insurance is maintained, BHAC agrees to apply any payments by the insurer thereon against the amount owing by Buyer hereunder.

10. Other Covenants of Buyer

- (a) Buyer shall promptly pay and discharge all taxes, fees and assessments upon or arising out of the purchase, use or possession of the Equipment.
- (b) Buyer shall not create, assume, incur or permit to exist, any lien, pledge, charge, security interest or other encumbrance of any kind in respect of the Equipment, nor shall Debtor sell, lease, transfer, assign or otherwise dispose of all or any part of the Equipment without the prior written consent of BHAC.
- (c) Buyer shall at all times indemnify and hold BHAC harmless against all claims, whether in contract, tort or otherwise, losses, costs, expenses (including reasonable attorney's fees, damages, court and liabilities, however caused, resulting from arising out of the purchase, use or possession of the Equipment, other than those which are directly caused solely by the negligence of BHAC. These indemnities shall survive and continue in full force and effect notwithstanding the termination of this Agreement.
- (d) Buyer agrees to furnish BHAC, upon request, with copies of Buyer's annual audit reports and such other financial information as BHAC may reasonably require.

11. Events of Default. Each of the following shall constitute an event of default under this Agreement:

- (a) Failure by Buyer to pay when due any amounts required to be paid to BHAC hereunder and continuance of such failure for 15 days.
- (b) Default by Buyer in the performance or observance of any covenant or obligation under this Agreement and continuance of such failure for 30 days.
- (c) Any statement or representation made by Buyer to BHAC in connection with this Agreement (including any credit application) shall prove to have been false or incorrect in any material respect.
- (d) Entry of any judgment against Buyer.
- (e) Death of Buyer, if Buyer is a natural person, or of any partner of Buyer, if Buyer is a partnership.
- (f) Dissolution, merger or reorganization, or transfer of a substantial part of the property of Buyer, if Buyer is a partnership or corporation.
- (g) Insolvency of Buyer, or Buyer's inability to pay debts as they mature, or the making by Buyer of an assignment for the benefit of creditors, or the commencement of proceedings in bankruptcy or for a receivership by or against Buyer or other materially adverse change in Buyer's financial condition or ability to pay.

12. Remedies

- (a) If any event of default specified in Section 11 shall occur and be continuing, then all amounts due or to become due hereunder shall accelerate and become immediately due and payable without notice or demand. In addition, BHAC may: (i) require Buyer to assemble the Equipment and make it available to BHAC; (ii) enter the premises at which Equipment shall be located and, without legal process or prior judicial hearing, take immediate possession of the Equipment and remove it from such premises; and (iii) exercise any and all rights and remedies available to it under applicable law.
- (b) Unless prohibited by applicable law, Buyer hereby waives any and all notices, advertisements, hearings or process of law in connection with the exercise by BHAC of any of its rights and remedies upon default. Buyer agrees that written notice sent to it at least 10 days before the action or occurrence described in such notice shall constitute reasonable notification of such action or occurrence under applicable law, provided, however that if the circumstances indicate that a shorter period of notice is reasonable, such shorter period shall constitute reasonable notification under applicable law.
- (c) Buyer and BHAC agree that if a petition under Title 11 of the United States Code is filed by or against Buyer and if the Equipment is included in the property of Buyer's estate in bankruptcy, then Buyer or Buyer's trustee, shall make monthly cash payments to BHAC in the amounts specified under Section 2 of this Agreement, which amounts are equal to the monthly decrease in the value of BHAC's interest in the Equipment, unless the bankruptcy court shall provide other means of adequate protection of such interest; and BHAC shall have the option, exercisable upon written notice at any time after such petition is filed, to purchase the Equipment for an option price equal to the difference between the original cash price of the Equipment and the unpaid principal balance, plus accrued interest owing by Buyer to BHAC at the time of exercise of the option, and, upon payment of such option price by BHAC or application of such option price against the amount then owing by Buyer to BHAC, Buyer shall deliver the Equipment to BHAC, free and clear of all liens and encumbrances and Buyer's equity in the Equipment shall be extinguished.
- (d) Buyer shall pay or reimburse BHAC for all reasonable costs and expenses, including reasonable attorney's fees and court costs, incurred or paid by BHAC in protecting or enforcing its rights or remedies hereunder.
- (e) No delay on the part of BHAC in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by BHAC of any right or remedy shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Rights and remedies provided for herein are cumulative and shall not limit rights or remedies otherwise available to BHAC.

13. Miscellaneous

- (a) If more than one party shall execute this Agreement as Buyer, all such parties shall be jointly and severally obligated hereunder.
- (b) This Agreement is entered into and all loans and other extensions of credit are granted in Illinois, and this Agreement shall be construed in accordance with and governed by the substantive laws of the State of Illinois, and the parties hereby consent to the jurisdiction of Illinois courts over all matters relating to this Agreement. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, and if any provision of this Agreement is held illegal, invalid or void, such provision may be changed to the extent reasonably necessary to make the provision, as so changed, legal, valid and binding. If any provision of this Agreement is held illegal, invalid or void in whole or in part the remaining provisions of this Agreement shall not be affected or impaired and, to that end, the provisions of this Agreement shall be severable.
- (c) BHAC may from time to time, at its option, perform any obligation of Buyer hereunder which Buyer shall fail to perform and take any other action which BHAC deems necessary for the maintenance or preservation of the Equipment or its interest therein, and Buyer shall immediately reimburse BHAC for all expenses of BHAC in connection with the foregoing.
- (d) This Agreement contains the entire agreement of the parties and may be amended only in writing signed by the parties hereto. This Agreement is subject to acceptance by BHAC at its home office.
- (e) Notice to Buyer shall be deemed to have been given when mailed, postage prepaid, by first class mail to the address set forth above or such other address as Buyer shall have designated in writing to BHAC.

FINANCING STATEMENT FORM UCC-2

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. Name of Debtor Blaise B. DeAloia
Address 81 East Street, Annapolis, Maryland 21401
- 2. Name of Secured Party William R. Maslin, Jr. and Dorothy V. Maslin
Address 373 Oak Place, Mechanicsville, Maryland 20659
- 3. Assignee of Secured Party _____
Address _____

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

- 4. Maturity date of obligation (if any) May, 1991

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

1975 Hunter Sail Boat; 30 feet in length and bearing identification number HUN 30019M75B.

RECORD FEE
POSTAGE

29.00
.50

#79383 1237 R02 T03:27

JAN 14 85

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)

(See Exhibit "A" which is attached hereto and made a part hereof by reference thereto.)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Blaise B. DeAloia
(Signature of Debtor)
BLAISE B. DeALOIA

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

William R. Maslin, Jr.
(Signature of Secured Party)
WILLIAM R. MASLIN, JR.
Secured Party

Dorothy V. Maslin
(Signature of Secured Party)
DOROTHY V. MASLIN

Type or Print Above Name on Above Line

Mailed to Secured Party

2950

RECEIVED FOR FILING
CINCINNATI COUNTY
1985 JAN 14 AM 8:30
E. AUBREY COLLISON
CLERK

SECURITY AGREEMENT

This Security Agreement Made this 22nd day of June, 1984, by and between BLAISE B. DeALOIA of 81 East Street, City of Annapolis, Anne Arundel County, Maryland, herein referred to as Debtor, and WILLIAM R. MASLIN, JR. and DOROTHY V. MASLIN, his wife, of 1373 Oak Place, Mechanicsville, St. Mary's County, Maryland, herein referred to as Secured Party.

In consideration of the mutual covenants and promises herein contained, debtor and secured party agree as follows:

SECTION ONE

CREATION OF SECURITY INTEREST

Debtor hereby grants to secured party a security interest, pursuant to the Commercial Law Article of the Annotated Code of Maryland in the sail boat, engines, equipment, accessories and other property described as follows:

1975 Hunter Sail Boat (30 feet in length; fiberglass construction; and bearing hull identification number HUN30019 M 75 B) to be docked or moored in the city of Annapolis, Anne Arundel County, Maryland.

This security interest in the sail boat is granted as security for:

A. The payment to secured party of:

(1) The promissory note executed by debtor in favor of secured party, described as follows: Note for Twenty Thousand and No/100 Dollars (\$20,000.00) dated June 22, 1984, payable in monthly installments of \$369.40, bearing interest at thirteen and one-half per cent (13½%), and with the final balance payable on the last day of May, 1991.

(2) All sums hereafter advanced and all expenditures hereafter made, in addition to any advancements or expenditures necessarily made pursuant to the next paragraph, by secured party to or for debtor, and any and all indebtedness and obligations now or hereafter owing or due or becoming owing or due from debtor to secured party.

B. The repayment of any and all sums and amounts that are necessarily advanced or expended by secured party or secured party's assigns for the maintenance or preservation of sail boat or any part thereof.

C. The payment and performance of all obligations and promises of debtor herein contained.

SECTION TWODECREASE IN VALUE OF SAIL BOAT

If sail boat hereafter decreases in value, debtor shall give to secured party further security or make payments on account to secured party in amounts and to the extent sufficient to offset the decrease.

SECTION THREEPERFECTION OF SECURITY INTEREST

Debtor shall keep this a first lien security interest in sail boat and, at debtor's own expense, shall defend any and all actions and proceedings affecting title to sail boat, or any part thereof, or affecting secured party's security interest therein. Debtor shall, on demand at any time, make due, execute, and deliver all such further acts and documents as shall be required to render all of sailboat available for the security and satisfaction of debtor's indebtedness hereunder.

SECTION FOURPOSSESSION OF CERTIFICATE OF TITLE

It is expressly intended, understood and agreed that title and ownership of the sail boat shall vest in the debtor but that the secured party shall hold and possess the certificate of title until the entire purchase price including the said promissory note is fully paid in cash by debtor.

SECTION FIVEPROTECTION OF SAIL BOAT

Debtor shall do all acts that may be necessary to maintain, preserve, and protect sail boat and to keep sail boat in seaworthy condition and repair. If all or any part of sail boat becomes worn, damaged, or destroyed, debtor shall replace it by other property of equal value. Debtor shall not cause or permit any waste or unusual or unreasonable depreciation of sail boat or any act for which sail boat might be confiscated. Debtor shall pay all taxes, charges, assessments, and liens now or hereafter levied or imposed on sail boat and shall not sell, lease, create a security interest in, encumber, or dispose of all or any part of sail boat without secured party's written consent. At any time on secured party's demand, debtor shall furnish secured party with a report showing the location, condition, and use of sailboat and shall exhibit to and allow inspection by secured party of sail boat. Debtor shall provide, maintain, and deliver to secured party policies insuring sail boat against loss or damage ✓

by such risks and in such amounts, forms, and insurers as secured party requires. The insurance shall be for the benefit of debtor and secured party as their interests may appear. Secured party is hereby authorized to collect from the insurance company any amount that may become due under any of such insurance, and the secured party may apply the same to the obligations hereby secured.

SECTION SIX

USE OF SAIL BOAT

Debtor shall register, use, operate, and control sail boat in accordance with all statutes, laws, ordinances, and regulations relating to the registration, and control of such sail boat and accessories. Debtor shall neither use sail boat nor permit sail boat to be used for any unlawful purpose. Debtor shall not remove sail boat, nor permit sail boat to be removed, from the state where sail boat is permanently located, as set forth herein, without secured party's prior written consent, nor remove or permit removal of sail boat outside the continental limits of the United States. The sail boat is and shall be used primarily for the personal use of debtor.

SECTION SEVEN

PROTECTION OF SECURITY INTEREST

If debtor fails to make any payment or to do any act herein required, secured party may, without obligation to do so and without notice to or demand on debtor, make such advancements or expenditures and do such acts as secured party may deem necessary to protect secured party's security. Secured party is hereby authorized without limiting the general nature of the general authority herein conferred, to take possession of sail boat; to pay, purchase, contest, and compromise any security interest, encumbrance, charge, or lien that in secured party's judgment appears to be prior or superior to the security interest created by this agreement; and, in exercising any such powers and authority, to pay any and all necessary expenses, employ counsel, and pay them reasonable fees. Secured party's determination as to whether or not debtor has failed to make any payment or do any act as herein required shall be final and conclusive. Debtor shall pay immediately and without demand all sums expended by secured party pursuant to the provisions of this agreement, with interest from date of expenditure at the rate of thirteen and one-half per cent (13½%) per annum.

SECTION EIGHTDEFAULT; REMEDIES

If debtor defaults in the payment of any of the indebtedness, obligations, or liabilities secured hereby or in the performance of any of debtor's other obligations, promises, warranties, or declarations herein contained or secured hereby, secured party, at its option and without demand on or notice to debtor, may declare all indebtedness, obligations, and liabilities secured hereby, and all other sums owing by debtor to secured party to be immediately due and payable. Secured party shall thereupon have the remedies of a secured party under the Commercial Law Article of the State of Maryland, including, without limitation, the rights to require debtor to assemble sail boat and make it available to secured party at a place designated by secured party; to enter on the premises where sail boat may be and take possession thereof; and to remove and/or dispose of sail boat or any part thereof, at public or private sale on legal notice to debtor. Sail boat, or any part thereof, may be sold in one or more lots at one or more sales which may be held on different days and which need not be within view of the property being sold. Secured party shall deduct and retain from the proceeds of such sale or sales all costs, expenses, and charges paid or incurred in connection therewith, including any reasonable attorney's fees incurred or paid by secured party. The balance of the proceeds shall be applied by secured party on the indebtedness, obligations, and liabilities secured hereby, in such order and manner as secured party may determine, and the surplus, if any, shall be paid to the debtor or to the person or persons lawfully entitled to receive it. If suit is brought or any proceedings are instituted by secured party in connection with this agreement, there shall be due from debtor to secured party, immediately on the commencement thereof, a reasonable attorney's fee in such action or proceeding, which sum is hereby secured. In any such action or proceeding, secured party shall be entitled to the employment of a receiver, without notice, to take possession of all or any part of sail boat and to exercise such powers as the court shall confer upon such receiver. At any sale or sales, made under this agreement or authorized herein, secured party, any person on behalf of secured party, or any other person may bid for and purchase sail boat, and, in the event of such purchase, the purchaser shall hold sail boat thereafter discharged of all right of redemption.

The right to plead any and all statutes of limitations as a defense to any demand secured by this agreement is hereby waived to the full extent and the longest period allowed by law.

SECTION NINE

WAIVER

Without in any way affecting debtor's obligation hereunder, secured party may, from time to time and without notice, release or otherwise deal with any person now or hereafter liable for the payment or performance of any obligation hereunder or secured hereby; renew, extend, or alter the time or terms of payment of any such obligation; and release, surrender, or substitute any property or other security for any such obligation, or accept any type of further security therefor. Consent is hereby given to delay or indulge in enforcing payment or performance of any such obligation, and debtor hereby waives diligence, presentment, protest, demand, and notice of every kind, as well as the right to require secured party to proceed against any person liable for the payment of any such obligation or to foreclose on, sell, or otherwise realize on or collect or apply any other property, real or personal, securing such obligation, as a condition or prior to proceeding hereunder.

SECTION TEN

CONSTRUCTION AND EFFECT OF AGREEMENT

This agreement shall be construed according to the terms of Commercial Law Article of the Annotated Code of Maryland and other applicable laws of the State of Maryland. Whenever the context so requires, the masculine gender includes the feminine and neuter, the singular number includes the plural, and the plural includes the singular. If there is more than one debtor, the provisions of this agreement in reference to debtor shall be construed to apply jointly and severally to each of the debtors. The words "debtor" and "secured party", as used herein, shall be construed to include the heirs, legatees, devisees, administrators, executors, personal representatives, and assigns of debtor and secured party. This agreement shall bind and inure to the benefit of such third persons.

In Witness Whereof, the parties hereto have executed this Agreement at Leonardtown, St. Mary's County, Maryland the day and year first above written.

Witness:

John F. Slade, III

Blaise B. DeAlodia (SEAL)
BLAISE B. DeALOIA
Debtor

John F. Slade, III

William R. Maslin, Jr. (SEAL)
WILLIAM R. MASLIN, JR.
Secured Party

John F. Slade, III

Dorothy V. Maslin (SEAL)
DOROTHY V. MASLIN
Secured Party

STATE OF MARYLAND
COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY, that on this 22nd day of June, 1984, before me, the subscriber a Notary Public of the State and County aforesaid, personally appeared Blaise B. DeAlodia, Debtor, and he acknowledged the foregoing Security Agreement to be his act.

WITNESS my hand and Notarial Seal.

Claire A. DeLozier
Notary Public
My commission expires: 7/1/86



STATE OF MARYLAND
COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY, that on this 22nd day of June, 1984, before me, the subscriber a Notary Public of the State and County aforesaid, personally appeared William R. Maslin, Jr. and Dorothy V. Maslin, his wife, Secured Party, and they acknowledged the foregoing Security Agreement to be their respective act.

WITNESS my hand and Notarial Seal.

Claire A. DeLozier
Notary Public
My commission expires: 7/1/86



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 December 22, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1985 JAN 14 AM 8:45
E. AUBREY COLLISON
CLERK

1. DEBTOR

Name Patuxent Mobile Park
Address P.O. Box 402 Severna Park Md 21146

2. SECURED PARTY

Name John Deere Company
Address 4949 Court Street & Deere Road Syracuse New York Md 13221

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

3. Maturity date of obligation (if any) June 1, 1989

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

Model	Equipment	Serial
850	Utility Diesel Tractor s/FWD, w/ Grill Guards, w/R.O.P.S. Bar, w/ Hydraulics, w/ power steering	017606
261	Grooming mower w/ chain level kit	506872
8	Backhoe w/ 18" bucket	001080
75	Loader w/ 61" Bucket, Caluim Filled Tires	011242

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)

Patuxent Mobile Park & Subcontractors & Bus. Mgr.
(Signature of Debtor)
T. Heckman, Partner
Patuxent Mobile Park P.O. Box 402 Severna Park Md 21146
Type or Print Above Name on Above Line

Charles Doyle
(Signature of Secured Party)

Patuxent Mobile Park P.O. Box 402 Severna Park Md Charles Doyle, Fin.Serv.Mgr.
Type or Print Above Signature on Above Line 21146 Type or Print Above Signature on Above Line

Mailed to Secured Party

12-50

Anne Arundel. 12/22 A

Buyer's (Debtor's) Name (Last name first) Wachter Donald M.	Purchaser's Mailing Address 2170 Johns Hopkins Rd. Cambridge	Zip Code
Buyer's (Debtor's) Name (Last name first)	Purchaser's Mailing Address md 21054	Zip Code
Seller's Name ANNAPOLIS 4A RENTAL	Seller's Address 1919 Lincoln Dr Annap, Md 21401	Zip Code

BUYER'S SOC. SEC. NO. (First Signer)

DEBTOR GRANTS SECURED PARTY A SECURITY INTEREST IN THE PROPERTY DESCRIBED BELOW:

QTY.	N=New U=Used	Manufacturer	MODEL	GOODS (Equipment)	Serial No.
1	N	JD	318	Laurel Garden Tractor	270263
				w/ 46" mower	527248
				w/ 54" front blade	525216
				w/ rear tire chains	
				w/ rear plastic wpts	
				w/ OHIO dump cart	

1985 JAN 14 AM 8:45
E. AUBREY COLLISON
CLERK

RECEIVED FOR RECORD
COURT DEPT. BAL. COUNTY

FINANCING STATEMENT
FOR FILING

This statement is not to be recorded among the Land Records.

CHECK X 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.

RECORD FEE 11.00
POSTAGE 50
#79395 C237 R02 108:29
JAN 14 85

Transaction ~~(is)~~ (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

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

Mail to: John Deere Company
P.O. Box 505 4949
Syracuse, N.Y. 13201

Mailed to: _____

Debtor resides in Anne Arundel (County) md (State) Note dated and signed 12/22/84 (Date) Debtor's Telephone No. (301) 721-70262

X Donald M. Wachter (Debtor's Signature)
Donal M. Wachter (Debtor's Signature)

Annapolis 4A Rental (Seller's Name)
T. Seaman Sec. (Seller's (Secured Party) Signature)
T. Seaman, Sec.

(Do not write below this line)

1150

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 231338

RECORDED IN LIBER n/a FOLIO n/a ON Feb. 25, 1980 (DATE)

1. DEBTOR

Name Spaceways Sound, Inc.

Address 2012 West Street, Annapolis, MD 21401

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) _____

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input checked="" 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: _____</p> <p>(Indicate whether amendment, termination, etc.)</p>
	<p>Continuation</p>	

RECORD FEE 11.00
#79387 1277 R02 100:33
JAN 14 85

Mailed to Secured Party

Borg-Warner Acceptance Corporation
by:

Dated Dec. 21, 1984

J. R. Blais
(Signature of Secured Party)

J. R. Blais, Asst. Branch Manager
Type or Print Above Name on Above Line

1978
11

E. AUGERET COLLISON
CLERK
1985 JAN 14 AM 8:45

FILED IN UCC SECTION
ANNAPOLIS, ANNE ARUNDEL COUNTY



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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 253484³

RECORDED IN LIBER 476 FOLIO 568 ON August 17, 1984 (DATE)

1. DEBTOR

Name MARY A JOHNSON AND FRANK JOHNSON

Address 11370 CHERRY HILL RD 101, BELTSVILLE, MD 20705

SECURED PARTY

Name NORWEST FINANCIAL INC

Address 2020 D WEST STREET

ANNAPOLIS MD 21401

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

3. Maturity date of obligation (if any) _____

E. AUBREY COLLISON
CLERK

1985 JAN 14 AM 8:45

RECEIVED FOR RECORD
CLERK OF DISTRICT COURT
ANNAPOLIS, MARYLAND

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
#79388 C237 R02 T09:36
JAN 14 85

Dated NOVEMBER 23, 1984

Abigail M Dohm
(Signature of Secured Party)

ABIGAIL M DOHM
Type or Print Above Name on Above Line

Mailed to Secured Party

1050

This 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)		2. Secured Party(ies) Name and Address.		3. For Filing Officer (Date, Time and Filing Office):	
Harley Davidson of Maryland, Inc. 6339 Howard Lane Elkridge, MD 21227		ITT DIVERSIFIED CREDIT CORP. P.O. Box 2740 Richardson, Texas 75080			
4. This statement refers to original Financing Statement No. 25678		357/577		Date Filed 6/17 1976	
Check if applicable <input type="checkbox"/> This Financing Statement Change is to be filed for record in the real estate records.					
5. A. Continuation <input type="checkbox"/> The original Financing Statement is still effective.	B. Assignment <input checked="" type="checkbox"/> The Secured Party of record has assigned his interest in the following collateral to:	C. Termination <input type="checkbox"/> The Secured Party of record no longer claims a security interest under the Financing Statement.	D. Partial Release <input type="checkbox"/> The Secured Party of record releases the following collateral:	E. Amendment <input type="checkbox"/> The Financing Statement is amended as set forth below:	

6. Please assign to: ITT COMMERCIAL FINANCE CORP. (Collateral is same as original)
P.O. Box 832740
Richardson, Texas 75083-2740

REC'D FEE 10.00
POSTAGE .50
#79389 0237 HQ2 108:42
JAN 14 85

Harley Davidson of Maryland, Inc. ITT COMMERCIAL FINANCE CORP.,
formerly,
ITT DIVERSIFIED CREDIT CORP.

By _____ Signature(s) of Debtor(s)
By *R. L. Seales* Signature(s) of Secured Party(ies)

(1) Filing Officer Copy — Numerical
NOTE: Attaching additional pages to a standard form will render the form into a nonstandard.
STANDARD FORM—FORM UCC-3 (REV. 9-1-83) — APPROVED BY SECRETARY OF STATE OF TEXAS THE ODEE COMPANY, DALLAS, TEXAS 75238

Mailed to Secured Party
10/20

RECEIVED FOR RECORD
CIRCUIT COURT, T.A. COUNTY
1985 JAN 14 AM 8:45
E. AUBREY COLLISON
CLERK

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 801-7 Ed. 1/69

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. 240103 recorded in
Liber 443, Folio 112 on Oct. 20th 1981 (Date). Anne Arundel County

1. DEBTOR(S):

Name(s) Variety Syndicate Inc.
Address(es) 8571 Ft. Smallwood Road, Pasadena, Md. 21122

2. SECURED PARTY:

Name Maryland National Bank
Address 8480 Ft. Smallwood Road, Pasadena, Md. 21122

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

Maryland National Bank
By *Carl G. Hornig*, Asst. Vice Pres.

(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.

RECORD FEE 10.00
POSTAGE .50
#79390 0237 002 108:48
JAN 14 85

10.50

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 JAN 14 AM 8:55

E. AUBREY COLLISON
CLERK

STATEMENTS OF CONTINUATION, RELEASE, ASSIGNMENT, ETC.

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

<p>1. DEBTOR and address (Last Name First)</p> <p>Buxbaum D.D.S. , Jerome D. 7845 Oakwood Road Suite 202 Glen Burnie, Maryland 21061</p>	<p>2. SECURED PARTY and Address</p> <p>FIRST AMERICAN BANK OF MARYLAND 8701 Georgia Avenue Silver Spring, Maryland 20910</p>
<p>3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)</p>	<p>4. RETURN TO:</p> <p>SECURED PARTY</p>

E. AUBREY COLLISON
CLERK

1985 JAN 14 AM 8:55

RECEIVED FOR RECORD
CIRCUIT COURT IN & COUNTY

5. THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT:
 Number: 03616 C345 R01 Date: April 28, 1980
 Record Reference: Liber 424 Page 542 Index 232325

<p>6. A. CONTINUATION <input type="checkbox"/></p> <p>The Original Financing Statement referred to above between the foregoing Debtor and Secured Party is still effective.</p>	<p>6. B. RELEASE <input checked="" type="checkbox"/></p> <p>From the collateral described in the Original Financing Statement referred to above, the Secured Party releases the collateral listed below.</p>
<p>6. 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 referred to above in the property listed below.</p>	<p>6. D. OTHER <input type="checkbox"/></p>

INFORMATION Financing Statement covers:

- 1 - Philips 810 Processor
- 1 - Dentsply MVS Vacuum Unit
- 1 - Air Tech 66 Compressor
- 1 - Chayes Chair Top Conversion

RECORD FEE 10.00
 POSTAGE .50
 #79391 C237 R02 100:51
 JAN 14 85

SECURED PARTY:

FIRST AMERICAN BANK OF MARYLAND

Dated December 18, 19 84 By: [Signature] (Title)
 Assistant Vice President

045-677-L/1

1050

Mailed to Secured Party

AA

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 379 Page No. 455
Identification No. 214407 Dated Nov. 18 1977

1. Debtor(s) { Robert D. Johnson
Name or Names—Print or Type
608 Laurel Rd Severna Park MD
Address—Street No., City - County State Zip Code

2. Secured Party { Equitable Bank N.A.
Name or Names—Print or Type
100 S. Charles St. Baltimore MD 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: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECEIVED FOR RECORD
CLERK
1985 JAN 14 AM 9:23
E. AUBREY COLLISON
CLERK

RECORD FEE 10.00
POSTAGE .50
#79396 0237 R02 109:19
JAN 14 85

Dated: November 23, 1984 Equitable Bank N.A.
Name of Secured Party

[Signature]
Signature of Secured Party
Type or Print (Include Title if Company)
C. L. Carr Assistant V.P.

Lucas Bros. Form T-1

Mailed to Secured Party
1070

A.A.

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 446

Page No. 173

Identification No. 241284

Dated Jan 27, 1982

1. Debtor(s) { Joseph Barrett & Shirley
Name or Names—Print or Type
1818 Dove Ct. Severn MD 21144
Address—Street No., City - County State Zip Code

2. Secured Party { Equitable Bank N.A.
Name or Names—Print or Type
100 S. Charles St. Baltimore MD 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: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECEIVED FOR RECORD
CLERK
1985 JAN 14 AM 9:24
E. AUBREY COLLISON
CLERK

RECORD FEE 10.00
POSTAGE .50
#79397 0237 R02 109:19
JAN 14 85

Dated: November 23, 1984

Equitable Bank N.A.
Name of Secured Party

Signature of Secured Party

Type or Print (Include Title if Company)
E. L. Carr, Assistant V.P.

Lucas Bros. Form T-1

Mailed to Secured Party

16 52

AA

238584

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 439 Page No. 207
Identification No. ³258584 Dated 6/29/81.

1. Debtor(s) { Robert G. Thompson
Name or Names—Print or Type
8 Silverwood Cl. #7 Annapolis, MD. 20867
Address—Street No., City - County State Zip Code

2. Secured Party { Equitable Bank, N.A.
Name or Names—Print or Type
100 South Charles St. Baltimore, Md. 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: Termination <input checked="" type="checkbox"/> X (Indicate whether amendment, termination, etc.)</p>

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1985 JAN 14 AM 9:24
E. AUBREY COLLISON
CLERK

RECORD FEE 10.00
POSTAGE .50
#79398 C237 102 109:20
JAN 14 85

Dated: November 23, 1984 Equitable Bank, N.A.
Name of Secured Party

Signature of Secured Party
C.L. Carr
Type or Print (Include Title if Company)
C.L. Carr, Assistant V.P.

Lucas Bros. Form T-1

Mailed to Secured Party

1050

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK - 481 PAGE 387
Identifying File No. 255209

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 KERR COMPANY
Address 153 MAYO RD EDENATER MD 21037

2. SECURED PARTY

Name National Surety Leasing, Inc.
Address 672 Greenbriar Lane
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)

- New, Panasonic FP-2520 Copier, Serial Number AEA8005984
- New, Panasonic FA-A300 Automatic Document Feed, Serial Number LDZ1011017
- New, Panasonic FA-S300 Sorter, Serial Number HDZ5004492
- New, Panasonic FA-2500 Stand

RECORD FEE 11.00
POSTAGE .50
#79399 0237 102 TOY:23
JAN 14 85

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)

Kerr Company

Catherine M. Lambert, Treasurer
(Signature of Debtor)

CATHERINE M. LAMBERT
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

NATIONAL SURETY LEASING, INC.

Carole Hardesty
(Signature of Secured Party)

Carole Hardesty

Type or Print Above Signature on Above Line

Mailed to Secured Party

1150

RECEIVED FOR RECORD
CLERK
1985 JAN 14 AM 9:26
E. ANDERSON COLLISON

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) Comdisco, Inc. 6400 Shafer Court Rosemont, IL 60018 SL10836		2. Secured Party(ies) and address(es) County Bank of St. Louis 8000 Forsyth Blvd. Clayton, MO 63105	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>468 253</u>		Filed with <u>Anne Arundel County, MD</u> Date Filed <u>December 8</u> 19 <u>83</u>	
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.			

RE: Mercantile Safe Deposit and Trust Company

RECORD FEE 10.00
POSTAGE .50
379400 C237 102 10 9:30
JAN 14 85

No. of additional Sheets presented: _____

By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: County Bank of St. Louis
Peter J. Hoff Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

FILING FEE \$ 10.50
Please Return To:
Illinois Code Company
P.O. Box 2969
Springfield, Illinois 62708
THANK YOU

Mailed to: _____

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1985 JAN 14 AM 9:34
E. AUBREY COLLISON
CLERK

10.50

BOOK 3826 PAGE 730

BOOK -

BOOK - 481 PAGE 390

now owned or hereafter acquired by Debtor and any property of any tenant thereon to which Debtor as landlord would have access upon default by such tenant, including, without limiting the generality of the foregoing, all screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and escalators and including all equipment installed or to be installed and used in the operation of the building or buildings and appurtenant facilities to be erected in or upon the Property, and all building materials, supplies and equipment now or hereafter delivered to the Property and intended to be installed therein; and all renewals or replacements thereof or articles in substitution thereof; and all proceeds and profits thereof; provided, however, that notwithstanding the provisions of this subsection (a), furniture, equipment, machinery and personal property (including all replacements thereof) that are used by Debtor in connection with its business and not essential to the utilization of the Property and which were not purchased with any of the proceeds of the Loan (herein defined), including (but without limitation) office furniture and office equipment, shall not be deemed to be collateral subject to the lien of the Deed of Trust (herein defined), the security interest created thereby or the financing prohibitions therein set forth;

(b) All leases and use agreements of machinery, equipment and other personal property of Debtor in the categories hereinabove set forth, under which Debtor is the lessee of, or entitled to use, such items;

(c) All rents, incomes, profits, revenues, royalties, bonuses, rights, accounts, security deposits, contract rights, general intangibles and benefits under any and all leases or tenancies now existing or hereafter created on or for the Property, or any part thereof;

LIBER 3826 PAGE 737

~~BOOK~~

BOOK - 481 PAGE 391

(d) All judgments, awards of damages and settlements hereafter made as a result of or in lieu of any taking of the Property or any part thereof or interest therein under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Property or the improvements thereon or any part thereof or interest therein, including any award for change of grade of streets;

(e) All proceeds of insurance policies concerning the Property or any of the afore described personal property, or both;

(f) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims; and

(g) All licenses and permits from any governmental authority necessary for or reasonably appropriate to the operation of the Property.

The Property is also described in that certain Deed of Trust and Security Agreement of even date herewith, made between Debtor and Mark L. Fulton and Donald D. Howard, trustees thereunder (the "Deed of Trust").

4. This Financing Statement gives notice of and perfects a security interest granted by Debtor to Secured Party (or for the benefit of Secured Party) under and pursuant to the Deed of Trust between Secured Party and Debtor, as security for a loan (the "Loan") made by Secured Party to Debtor under and pursuant to the Deed of Trust.

5. Proceeds and products of the collateral are also covered.

6. The name of the record owner of the Property is Magothy Marina Limited Partnership.

LIBER 3826 PAGE 738 BOOK

BOOK - 401 PAGE 592

7. This transaction is EXEMPT from recordation tax.
The principal amount of the debt initially incurred is \$250,000.

Debtor: MAGOTHY MARINA LIMITED PARTNERSHIP,
By Independence Corporation,
Its Managing General Partner

By: *Peter F. Varadi* (SEAL)
Peter F. Varadi,
President

Date: October 24, 1984

Mr. Clerk: Please return to: Victoria Smouse Berghel, Esquire
Weinberg and Green
100 South Charles Street
14th Floor
Baltimore, Maryland 21201

BEING STORAGE UNITS:

1A	2A	13B	1C	2C
3A	4A	15B	3C	8C
5A	6A	17B	13C	12C
	8A	19B	17C	
	10A			
	12A			
	14A			
	16A			
11D	2D	5E	2E	7F
13D	4D	7E	4E	
15D		11E	6E	
			8E	
			10E	
			12E	
			14E	
1G		4H		4J
3G		6H		6J
5G		12H		10J
7G				12J
9G				15J
				16J
				17J
				18J

of the Magothy Marina, a Condominium, and "Future Slip Section" shown at the end of the main pier now consisting of 16 slips designated K1 through K16 inclusive as are actually constructed in said area, as shown on Condominium Plats 1 and 2 recorded among the Land Records of Anne Arundel County at Plat Book E-22, Page 11 and Plat Book E-22, Page 24, designated Plats No. E1061 and E1074, respectively.

TOGETHER with the right to use the future dry storage limited common element as set forth in Paragraph 1.3(c) of the Declaration and Establishment of Condominium Regime of Magothy Marina, a Condominium, recorded on January 31, 1983 among the Land Records of Anne Arundel County at Liber 3554, folio 459, such right to use dry storage area is to be determined in the sole discretion of the Declarant.

Subject to the operation and effect of the Master Declaration and Establishment of Condominium Regime of the Magothy Marina, a Condominium, recorded among the Land Records of Anne Arundel County at Liber 3554, folio 459, and the By-Laws of the Magothy Marina, a Condominium, recorded among the Land Records of Anne Arundel County at Liber 3554, folio 492.

Being a portion of that property conveyed by Deed dated July 28, 1982 from Walter F. Lusby, Jr., et al. recorded at W.G.L. 3508, folio 467.

Mailed to:

Walter F. Lusby, Jr.

TO BE
 NOT TO BE } RECORDED IN LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF \$

RECORDED IN LAND RECORDS
BALTIMORE COUNTY
1985 JAN 14 PH 12:51
E. AUBREY COLLISON
CLERK

FINANCING STATEMENT

1. Debtor(s):

TRIPEC ASSOCIATES LIMITED PARTNERSHIP c/o Jack H. Pechter
Name or Names—Print or Type
908 York Road Towson MD 21204
Address—Street No., City - County State Zip Code

2. Secured Party:

EASTERN SAVINGS ASSOCIATION
Name or Names—Print or Type
30 E. Padonia Road Timonium MD 21093
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 SCHEDULE "B"

4. If above described personal property is to be affixed to real property, describe real property.

SEE SCHEDULE "A"

RECORD FEE 34.00
POSTAGE 50
#00604 0345 001 112:45
JAN 14 85

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): SEE ATTACHED SHEET

SECURED PARTY: EASTERN SAVINGS ASSOCIATION

(Signature of Debtor)

Type or Print

(Signature of Debtor)

Type or Print

Eastern Savings Association
(Company, if applicable)
By: David C. Daneker
(Signature of Secured Party)
David C. Daneker, Agent
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:
Mark J. Daneker, Constable, Alexander, Daneker & Skeen
Name and Address 16 S. Calvert Street, Baltimore, Maryland 21202

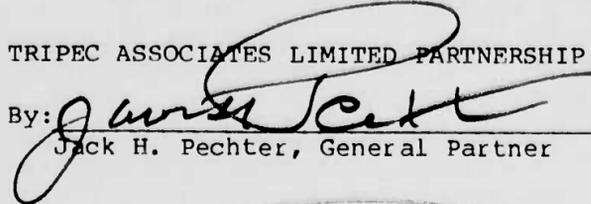
AFTER RECORDING RETURN TO: David C. Hjortsberg, Esquire
Reese & Carney
8651 Baltimore National Pike
Ellicott City, MD 21043

Mailed to: _____

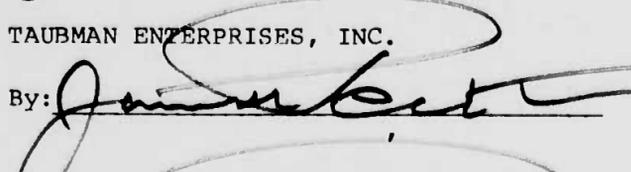
34.60
50

FINANCING STATEMENT
Page 2

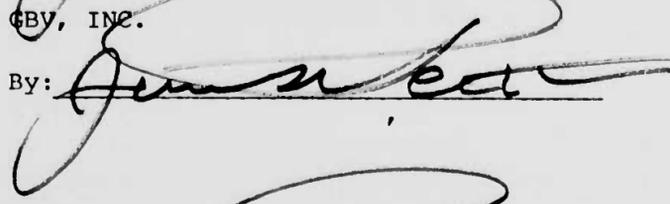
TRIPEC ASSOCIATES LIMITED PARTNERSHIP

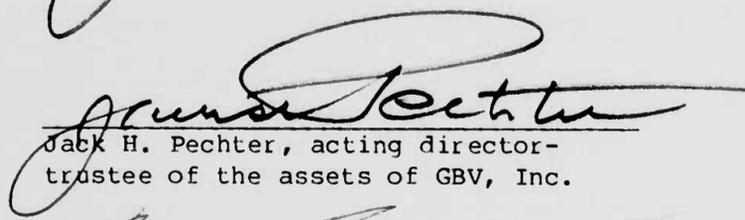
By: 
Jack H. Pechter, General Partner

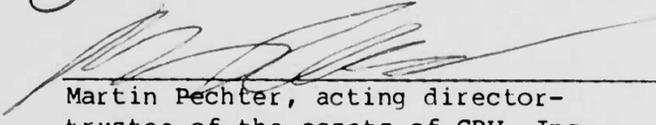
TAUBMAN ENTERPRISES, INC.

By: 

GBV, INC.

By: 


Jack H. Pechter, acting director-
trustee of the assets of GBV, Inc.


Martin Pechter, acting director-
trustee of the assets of GBV, Inc.

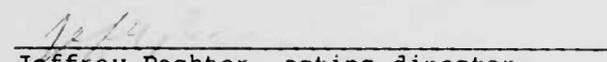

Jeffrey Pechter, acting director-
trustee of the assets of GBV, Inc.

EXHIBIT A

Anne Arundel County, Maryland

Parcel I BOOK - 481 PAGE 397

BEGINNING for the same at a stone at the point where the northeast side of Kuethe Road, if projected, would intersect the north side of Marley Bridge Road, if projected, said place of beginning being at the center of a 20 foot alley hereby laid out; and running thence to and along the northeast side of Kuethe Road north 22 degrees, 20 minutes, west 209 feet, more or less, to a stone at the bend in said road, thence along the southeast side of Kuethe Road north 29 degrees 27 minutes east 143 feet 9 inches to a point distant 302 feet southwesterly from the southwest side of Harwood Road, thence parallel with Harwood Road, south 60 degrees 33 minutes east 210 feet to the center of said 20 foot alley, and thence binding along the center of said 20 foot alley, with the use and benefit thereof in common with others, south 38 degrees 58 minutes, west 276 feet 10 inches to the place of beginning.

Saving and excepting therefrom all that parcel of land shown on the State Roads Commission Plat 2517, recorded with a deed among the land records of Anne Arundel County in Liber F.A.M. 154, Folio 383.

BEING the same property conveyed by deed dated December 27, 1957 and recorded in the Land Records of Anne Arundel County, Maryland, in Liber 1177, page 50 from 401 Glen Burnie, Inc. to Meyers & Thalheimer, Inc., a Maryland corporation which subsequently changed its name to M & T Realty, Inc. as evidenced by Articles of Amendment approved and received for record by the Department of Assessments and Taxation on March 29, 1971 and which subsequently changed its name to Taubman Enterprises, Inc., as evidenced by Articles and Agreement of Merger, approved and received for record by the Department of Assessments and Taxation on December 31, 1975. Taubman Enterprises, Inc. has merged with GBV, Inc. as evidenced by Articles of Merger approved and received for record by the Department of Assessments and Taxation on , 198 and GBV, Inc. has dissolved as evidence by its Articles of Dissolution approved and received of record by the Department of Assessments and Taxation on , 198 .

Parcel II

BEGINNING for the same 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, Trustee, 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 distant 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 property conveyed by deed dated November 6, 1970 and recorded in the Land Records of Anne Arundel County, Maryland in Liber 2373, page 688 from Meyer and Thalheimer, Inc. to R.S.T. Realty, Inc., a Maryland corporation, which subsequently merged with Taubman Enterprises, Inc. which was the surviving corporation as evidenced by Articles and Agreement of Merger approved and received for record by the Department of Assessments and Taxation on September 1, 1976. Taubman Enterprises, Inc. has merged with GBV, Inc., as evidenced by Articles of Merger approved and received for record by the Department of Assessments and Taxation on , 198 , and GBV, Inc has dissolved as evidenced by its Articles of Dissolution approved

and received for record by the Department of Assessments and Taxation on
198 .

Saving and excepting a 0.190 acre tract of land which is more particularly described in a deed dated October 22, 1971, from R.S.T. Realty, Inc. to Robert M. Taubman and others and recorded in the Land Records of Anne Arundel County, Maryland in Book 2444, page 558.

Parcel III

BEGINNING for the same on the southwest side of the Governor Ritchie Highway, 150 feet wide, in the third or south 29 degrees 19 minute 30 second 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 property conveyed by deed dated November 3, 1969 and recorded in the Land Records of Anne Arundel County, Maryland in Liber 2314, page 80 from Meyer and Thalheimer, Inc. to Ruth S. Taubman, Inc., a Maryland corporation which subsequently changed its name to R.S.T., Inc. as approved by the Department of Assessments and Taxation on March 26, 1970, changed its name again to R.S.T. Realty, Inc., as approved for record by said Department on August 30, 1971, and merged with Taubman Enterprises as evidenced by Articles of Merger approved and received for record by said Department on September 1, 1976. Taubman Enterprises, Inc. has merged with GBV, Inc., as evidenced by Articles of Merger approved and received for record by the Department of Assessments and Taxation on , 198 , and GBV, Inc has dissolved as evidenced by its Articles of Dissolution approved and received for record by the Department of Assessments and Taxation on , 198 .

Parcel IV

BEGINNING for the same 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 degree 19 minute 30 second 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 property conveyed by deed dated August 29, 1969 and recorded in the Land Records of Anne Arundel County, Maryland in Liber 2298, page 108 from Meyer and Thalheimer, Inc., to Ruth S. Taubman, Inc., a Maryland Corporation, which subsequently changed its name to R.S.T., Inc. as approved by the Department of Assessments and Taxation on March 26, 1970, changed its name again to R.S.T. Realty, Inc., as approved for record by said Department on August 30, 1971, and merged with Taubman Enterprises as evidenced by Articles of Merger approved and received for

record by said Department on September 1, 1976. Taubman Enterprises, Inc. has merged with GBV, Inc., as evidenced by Articles of Merger approved and received for record by the Department of Assessments and Taxation on , 198 , and GBV, Inc has dissolved as evidenced by its Articles of Dissolution approved and received for record by the Department of Assessments and Taxation on , 198 .

DCH:vhg/B34

DEED OF TRUST/MORTGAGE

EXHIBIT A-1

BOOK - 481 PAGE 400

Anne Arundel County, Maryland

BEGINNING for the same on the Southwest side of the Governor Ritchie Highway, 150 foot 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. Walter 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 363.92 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 163.62 feet to the beginning of the second line of the land described in a deed from Arundel Home Finance Corporation to B. Richard Burdman, et al., dated July 1, 1963 and recorded as aforesaid in Liber L.N.P. No. 1671 folio 426 etc., thence leaving said highway and binding on said last mentioned line South 67 degrees 40 minutes West 344.86 feet to the Northeast side of Greenway North (formerly Railroad Avenue) at a point thereon distant North 22 degrees 20 minutes West 215.41 feet from the beginning of the fifth line of said land described in said first mentioned deed, thence binding on said Northeast side of Greenway North and on part of said fifth line, North 22 degrees 20 minutes West 162.42 feet, thence leaving said Greenway North for a line of division North 67 degrees 40 minutes East 324.94 feet to the place of beginning.

CONTAINING 1.248 acres of land, more or less.

BEING the same property described in two deeds the first from M&T Realty, Inc. to the individual grantors herein dated October 22, 1971, and recorded among the Land Records of Anne Arundel County in Liber 2444, folio 555 and the second from RST Realty, Inc. to the individual grantors dated October 22, 1971, and recorded among the Land Records aforesaid in Liber 2444, folio 558.

DCH:vhg/505

EXHIBIT B

BOOK - 481 PAGE 401

Baltimore County, Maryland

BEGINNING for the same on the Northwest side of Harford Turnpike Road where it is intersected by the second line in a Deed from Vearato Whiteford and running thence binding on the said second line North 51 degrees 30 minutes West 150 feet, more or less, to the Southeast side of a 10 foot alley there situate leading into Linganore Avenue as shown on the Plat hereinafter mentioned, and running thence binding on the said Southeast side of said 10 foot alley with the use thereof in common South 41 degrees 15 minutes West 66 feet 9 inches to the Northernmost corner of Lot No. 1 as shown on the Plat hereinafter referred to, and running thence binding on said lot No. 1 South 51 degrees 30 minutes East 152 feet, more or less, to the Northwest side of said Harford Turnpike Road (as laid out prior to the widening of the same by the State Roads Commission in or about 1937 as shown on State Road Plat 2690) and running thence binding on the Northwest side of the said Harford Turnpike Road North 38 degrees 45 minutes East 66 feet 9 inches to the place of beginning.

BEING designated as Lot "O" on the Plat of Linganore, said Plat being recorded among the said Land Records of Baltimore County in Plat Book W.P.C. No. 7, folio 28. The improvements thereon being known as No. 7708-7710 Harford Road.

BEING the same property conveyed by deed dated March 20, 1957 and recorded in the Land Records of Baltimore County, Maryland, in Liber , folio from Z. George Epstein and others to Meyers & Thalheimer, Inc., a Maryland corporation which subsequently changed its name to M & T Realty, Inc. as evidenced by Articles of Amendment approved and received for record by the Department of Assessments and Taxation on March 29, 1971 and which subsequently changed its name to Taubman Enterprises, Inc., as evidenced by Articles and Agreement of Merger, approved and received for record by the Department of Assessments and Taxation on December 31, 1975. Taubman Enterprises, Inc. has merged with GBV, Inc. as evidenced by Articles of Merger approved and received for record by the Department of Assessments and Taxation on , 198 and GBV, Inc. has dissolved as evidence by its Articles of Dissolution approved and received of record by the Department of Assessments and Taxation on , 198 .

DCH:vhg/B34



National Mortgage FUNDING CORPORATION

255212

BOOK - 481 PAGE 402

Name of Filing Officer

FINANCING STATEMENT

Under Uniform Commercial Code

NAME(S) and ADDRESS of DEBTOR (Last Name First) HODGES, Bernice H. 5932 Belle Grove Road Baltimore, MD. 21235

NAME and ADDRESS of Secured Party: NATIONAL MORTGAGE FUNDING CORPORATION 6571 Edsal Road Springfield, Virginia 22151

MATURITY DATE OF OBLIGATION:

RECORD FEE 11.00 POSTAGE .50 #00610 C040 R01 712:54 JAN 14 85

This Financing Statement covers the following types (or items) of Property:

RECORD FEE 11.00 POSTAGE 5.03 #00609 C040 R01 712:53 JAN 14 85

range, refrigerator, washer, dryer

The above described item of property is affixed to a dwelling house located on: 5932 Belle Grove Road, Anne Arundel, County of Maryland

For a more particular description of the property, reference is hereby made to a Deed of Trust dated December 12, 1984, from Bernice H. Hodges to National Mortgage Funding Corporation, which has been recorded among the Land Records of Anne Arundel County, Maryland.

DEBTOR(S) SIGNATURE(S)

SECURED PARTY

Bernice H. Hodges BERNICE H. HODGES

NATIONAL MORTGAGE FUNDING CORPORATION

RECEIVED FOR RECORD CIRCUIT COURT, A.A. COUNTY

1985 JAN 14 PM 2:49

E. AUBREY COLLISON CLERK

110.2 881SD07

Mailed to Secured Party

Gene C. Woods

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 Jan. 10, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ST. JAMES CONSTRUCTION CO., INC.

Address P. O. Box 611, Severna Park, Maryland 21146

2. SECURED PARTY

Name ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION

Address 1746-48 York Road, Lutherville, Maryland 21093

William M. Levy, Esquire, 1505 Fidelity Bldg., Balto., Md. 21201

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

Mailed to: _____

3. Maturity date of obligation (if any) January 10, 1988

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

Fixtures and chattels in the nature of fixtures, affixed and/or appurtenant to the property described in a Mortgage of even date from the Debtor to the Secured Party contained in the property set forth in Item 5 hereof.

RECORD FEE 11.00
POSTAGE .50
#00697 0040 R01 T14:58
JAN 14 85

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 19 Plat entitled Belleview Estates, Section Two - Plat Two, Third Assessment District of Anne Arundel County, Maryland

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

ST. JAMES CONSTRUCTION CO., INC.

BY: [Signature]
(Signature of Debtor)

Edward J. Dyas, Jr., President

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION

BY: [Signature]
(Signature of Secured Party)

WILLIAM M. LEVY

Type or Print Above Name on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 JAN 14 PM 3:02

E. AUBREY COLLISON
CLERK

11, 23

TO BE RECORDED AT:

- a) SDAT - Financing Statement Records
- ✓ b) Anne Arundel County - Financing Statement Records
- c) Anne Arundel County - Land Records
- d) Baltimore County - Financing Statement Records
- e) Baltimore County - Land Records

NOT SUBJECT TO RECORDATION TAX

PRINCIPAL AMOUNT:
\$135,000

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR:

JUMPERS EQUITIES LIMITED PARTNERSHIP
c/o The Maryland Corporation
8725 Loch Raven Boulevard
Towson, Maryland 21284

RECORDS FILE 15.00
POSTAGE .50
BOOK 1-345 715:11

2. NAME AND ADDRESS OF SECURED PARTY:

ARUNDEL PROPERTY INVESTORS LIMITED PARTNERSHIP
c/o James R. Poole & Company
Suite 1203
550 Broad Street
Newark, New Jersey 07102

JAN 14 85

3. NAME AND ADDRESS OF ASSIGNEE:

SUBURBAN BANK
6610 Rockledge Drive
Bethesda, Maryland 20817
Attention: E. Wayne Edwards
Vice President

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

The interest of the Debtor in all of the rents, royalties, issues, profits, revenues, earnings, income and other benefits of the Real Property (as described in a Security Agreement of even date between the Debtor and the Secured Party) 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 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

15.00
SR

RECEIVED FROM RECORDS
SECTION COUNTY
1985 JAN 14 PM 3:15
E. AUBREY COLLISON
CLERK

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.

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 Security Agreement by the Debtor to the Secured Party dated December __, 1984, as security for the loan made by the Secured Party to the Borrower under and pursuant to the Security Agreement. Such security interest has been assigned by the Secured Party to the Assignee as security for a loan of even date herewith in the amount of \$135,000 made by the Assignee to the Secured Party.

Debtor:

JUMPERS EQUITIES LIMITED
PARTNERSHIP

By [Signature]
George W. White, Jr.
General Partner

By [Signature]
Randall C. White, Jr.
General Partner

Secured Party:

ARUNDEL PROPERTY INVESTORS LIMITED
PARTNERSHIP

By: Churchville Equities Limited
Partnership, a Maryland
limited partnership, General
Partner

By: [Signature] (SEAL)
Robert Statkiewicz, General
Partner

By: Outlet Center Associates
Limited Partnership, a New
Jersey limited partnership,
General Partner

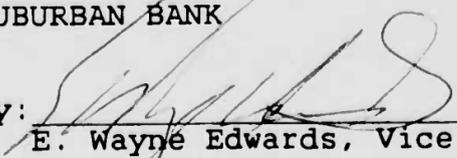
By: Meadows Management Corp.,
General Partner

By: [Signature] (SEAL)
William Scully, President

BOOK - 481 PAGE 406

Assignee:

SUBURBAN BANK

By:  (SEAL)
E. Wayne Edwards, Vice President

Mr. Clerk: Return to: Ronald P. Fish, Esquire
Frank, Bernstein, Conaway & Goldman
300 East Lombard Street
Baltimore, Maryland 21202

2551e

Mailed to: _____

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

Hartge Yacht Sales, Inc.

One Church Street
Galesville, MD 20765

Secured Party

Address

Assignee

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate
list if necessary

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

Inventory from time to time of new and used yachts and boats together with
masts, spars, rigging, sails, anchors, tackle, lines, lights, electronic
equipment, and all other necessities thereunto appertaining and belonging
now or hereafter added to or attached to said items of inventory, and all
substitutions and replacements of said items of inventory, and the above-
described equipment and necessities.

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
#00724 0345 R01 T15:53
JAN 14 85

Debtor (or Assignor)

Secured Party (or Assignee)

Hartge Yacht Sales, Inc.

FARMERS NATIONAL
BANK OF MARYLAND

by Richard Zimmerman
Richard Zimmerman, Pres.

by Dulcie M. Powell
Dulcie M. Powell, Sec'y-Treas.

BY [Signature]

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1985 JAN 14 PM 4:29
E. AUBREY COLLISON
CLERK

9

Mailed to Secured Party.

TO BE RECORDED IN THE FINANCING RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND

255216

Not to be recorded in Land Records

Not subject to Recordation Tax
Principal amount of debt secured is:
\$ 485,084.32

The appropriate amount of Recordation Taxes, if any, have been paid in connection with a Deed of Trust recorded or intended to be recorded among the Land Records of the jurisdiction in which the land hereinafter described is located and given as security in connection with the same loan.

RECORDED
ANNE ARUNDEL COUNTY
1985 JAN 14 PM 4:33
E. AUBREY COLLISON
CLERK

FINANCING STATEMENT

1. Debtor:

Address:

REGENCY CLUB
LIMITED PARTNERSHIP

204 East Joppa Road
Towson, Maryland 21204

2. Secured Party:

Address:

THE ARUNDEL CORPORATION

110 West Road
Baltimore, Maryland 21204

3. Trustee:

Address:

J. RICHARD O'CONNELL
WILBUR E. SIMMONS, JR.

110 West Road
Baltimore, Maryland

RECORD FEE 14.00
POSTAGE .50
21204 055 R02 116:21

JAN 14 85

4. This Financing Statement covers:

(a) 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 hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the premises hereinafter described or any part thereof and used or usable in connection with any present or future operation of said 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 and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, ducts and compressors, ornaments, tools, rugs, signs, and 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 said premises or appropriated to the use thereof, and whether affixed or annexed or not; and

(b) Any annual crops planted or cultivated by the Debtor or those claiming under the Debtor now or hereafter located upon or about the premises hereinafter described; and

(c) All of the right, title, interest, estate, claim or demand of the Debtor either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, and all permits and the like, relating to the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described; and

(d) All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance; and

(e) All earnings, revenues, rents, issues, profits, avails and other income of and from the hereinafter described premises and the collateral.

14.00 / 50

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 of even date given by the Debtor to the Trustee 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 an indebtedness owed by the Debtor to the Secured Party.

6. Proceeds of collateral are covered by this Financing Statement.

7. The collateral hereinabove described, or interest of the Debtor therein, affect, 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 hereinabove referenced.

8. Maturity date of the obligation, if any:

Debtor: ~~Secured Party~~
REGENCY CLUB LIMITED PARTNERSHIP

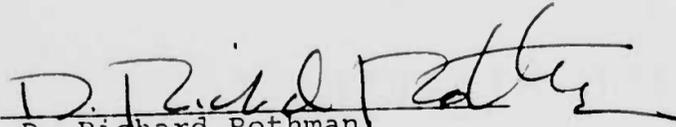
By: 
D. Richard Rothman
General Partner

EXHIBIT A

See Exhibit "A", attached.

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to:

Donald S. Kennedy
The Arundel Corporation
110 West Road
Baltimore, Maryland 21204-2381

Beginning for the same on the east side of Heritage Hill Drive, 60 feet wide, said point being designated Point #2 on a plat entitled "Plat Four, Section Two, HERITAGE HILL", dated April 1979 and recorded among the Plat Records of Anne Arundel County in Plat Book 76, folio 1, Plat #3976.

Thence along the east side of Heritage Hill Drive north 32 degrees 40 minutes 45 seconds west 112.42 feet, thence leaving Heritage Hill Drive and for a new line of division North 57 degrees 19 minutes 15 seconds east 116.35 feet to a point designated point #21 on the aforementioned Plat 3976, said point being also the southwest corner of the recreation area shown on Plat 3976, thence binding on the aforementioned recreation area the four following courses and distances, viz; (1) north 77 degrees 28 minutes 16 seconds east 138.29 feet (2) north 87 degrees 42 minutes 34 seconds east 175.14 feet (3) north 78 degrees 41 minutes 24 seconds east 188.66 feet and (4) south 53 degrees 16 minutes 05 seconds east 179.34 feet to intersect the easterly boundary of Section Two, said point being designated point 11 on Plat 3976, thence binding on said boundary line as shown on a plat entitled "Plat Three, Section Two, HERITAGE HILL", dated April 1979 and recorded among the Plat Records of Anne Arundel County in Plat Book 75, folio 50, Plat #3975 South 11 degrees 54 minutes 41 seconds east 759.53 feet to intersect the northerly side of Burwood Road, said point being designated point #10 on Plat #3975, thence binding on said north side of Burwood Road the three following courses and distances viz: (1) South 85 degrees 40 minutes 41 seconds West 607.55 feet (2) North 81 degrees 35 minutes 10 seconds West 49.29 feet and (3) North 59 degrees 47 minutes 05 seconds West 26.92 feet thence along a fillet line north 36 degrees 35 minutes 11 seconds West 106.08 feet to intersect the east side of Heritage Hill Drive said point being designated point #14 on the aforementioned Plat #3975, thence binding on the east side of Heritage Hill Drive the two following courses and distances viz: (1) North 8 degrees 24 minutes 50 seconds east 79.31 feet and (2) along a curve to the left with a radius of 700.00 feet for a distance of 502.05 feet said curve being subtended by a chord bearing north 12 degrees 07 minutes 58 seconds West 491.36 feet to the place of beginning.

Containing 13.101 acres of land more or less.

SAVING AND EXCEPTING the 0.396 acres, more or less, designated "recreation area" on the Plats recorded among the Plat Records of Anne Arundel County in Plat Book 75, folio 50 and Plat Book 95, folio 34.

Being part of the tract of land shown on a plat entitled "Plat Three, Section II, HERITAGE HILL", dated April 1979 and recorded among the records of Anne Arundel County in Plat Book 75, folio 50 as Plat #3975.

Being also part of the tract of land shown on a plat entitled "Plat Four, Section II, HERITAGE HILL", dated April 1979 and recorded among the plat records of Anne Arundel County in Plat Book 76, folio 1 as Plat #3976.

Being also the tract of land shown on a plat entitled "Revised Plat Three, Section II, HERITAGE HILL - Regency Club Rental Apartments", dated May 31, 1984 and recorded among the plat records of Anne Arundel County in Plat Book 95, folio 34 as Plat #4959.

Being also part of the land conveyed by Robert Albert to The Arundel Corporation recorded among the land records of Anne Arundel County in Liber 363, folio 354.

Subject to a 25 foot wide drainage and utility easement to be conveyed to Anne Arundel County as shown on Plat #3975 and #3976.

Subject also to a ten foot wide sewer easement conveyed to Anne Arundel County as shown on Plat #3976.

Subject also to the recreation area shown on a plat entitled "Plat Three, Section Two, HERITAGE HILL", dated April 1979 and recorded among the plat records of Anne Arundel County in Plat Book 75, folio 50 as Plat #3975.

Mailed to:

Donald J. Kennedy

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 Trans-American Leasing Corporation

Address The Steffey Bldg., Ste. 200B 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Irvington Federal Savings & Loan Association

Address 4102-08 Frederick Avenue

Batlimore, MD 21229

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 Irvington Federal Savings and Loan Association of Baltimore of certain lease payments under a certain True Lease Assignment dated October 15, 1984, between Assignor as Lessor and O.C. Boyer Metal Co. 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:

- 1 (one) Bidmaster L Estimating System S/N 72496 with
- 1 (one) Estimating Terminal II S/N T01118
- 1 (one) Overlay Keyboard S/N 3807

RECORD FEE 11.00
POSTAGE .50
#00772 0040 R01 T01:05
JAN 15 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)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III
(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

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey, V.P.
(Signature of Secured Party)

William J. Ottey, V.P.
Type or Print Above Signature on Above Line

Mailed to Secured Party

Filed with Anne Arundel County

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 JAN 16 AM 10:16

E. AUBREY COLLISON
CLERK

1103

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

2. SECURED PARTY

Name Irvington Federal Savings & Loan Association
Address 4102-08 Frederick Avenue
Baltimore, MD 21229

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 Irvington Federal Savings and Loan Association of Baltimore of certain lease payments under a certain True Lease Assignment dated November 1, 1984, between Assignor as Lessor and Vaughn's Plumbing & Heating Co. 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:

- 1 (one) Bidmaster I Estimating System S/N 77074
- 2 (two) Estimating II Terminals S/N T01214, 21337
- 2 (two) Overlay Keyboards S/N 3913B, 3891B
- 1 (one) Okidata 84 Printer S/N 154986

RECORD FEE 11.00
POSTAGE .50
#00773 0040 R01 T09:06
JAN 15 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)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III
(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

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey
(Signature of Secured Party)

William J. Ottey, V.P.
Type or Print Above Signature on Above Line

Filed with Anne Arundel County

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

1985 JAN 16 AM 10:16

AUBREY COLLISON
CLERK

11.00

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 Trans-American Leasing Corporation

Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Irvington Federal Savings & Loan Association

Address 4102-08 Frederick Avenue
Baltimore, MD 21229

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 Irvington Federal Savings and Loan Association of Baltimore of certain lease payments under a certain True Lease Assignment dated October 15, 1984, between Assignor as Lessor and Northwest Electric 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:

- 1 (one) Bidmaster Estimating System S/N 73715 with
- 5 (five) Estimating II Terminals S/N's 19692, 18695, 18630, 18618, 18611
- 5 (five) Overlay Keyboards S/N's 3703, 3857, 3856, 3853, 3673
- 1 (one) DS-180 Printer S/N 30082
- 4 (four) Okidata 82 A Printers S/N's 475988, 475987, 478398, 475995

RECORD FEE 11.00
POSTAGE .50
#00774 0040 R01 109:06
JAN 15 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)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III
(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

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey
(Signature of Secured Party)

William J. Ottey, V.P.
Type or Print Above Signature on Above Line

Filed with Anne Arundel County

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

1985 JAN 16 AM 10:16

E. AUBREY COLLISON
CLERK

1105

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 Trans-American Leasing Corporation

Address The Steffey Bldg., Ste. 200B, 407 Grain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Irvington Federal Savings & Loan Association

Address 4102-08 Frederick Avenue

Baltimore, MD 21229

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 Irvington Federal Savings and Loan Association of Baltimore of certain lease payments under a certain True Lease Assignment dated September 15, 1984, between Assignor as Lessor and Ullis Gaines, a sole proprietor D/B/A Gaines Electric Service 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:

- 1 (one) Contractor I Estimating Computer System S/N 1307 with
- 1 (one) DS-180 Printer S/N 22076
- 1 (one) Custom Keyboard S/N 2276

RECORD FEE 11.00
 POSTAGE .50
 #00775 0040 R01 T09:06
 JAN 15 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)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarco III
(Signature of Debtor)

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

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Otrey, V.P.
(Signature of Secured Party)

William J. Otrey, V.P.
Type or Print Above Signature on Above Line

Filed with State of Maryland

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

1985 JAN 16 AM 10:16

E. AUBREY COLLISON
CLERK

11003

255222

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. 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)
 Pattan's Frame Center, Inc. 613 Crain Highway
 Glen Burnie, Maryland 21061

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

RECORD FEE 11.00
 POSTAGE .50
 #00776 0040 R01 T09:07
 JAN 15 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 Pattan's Frame Center, Inc.
 BY: Tom Pattan (Seal) _____ (Seal)
 Tommy Pattan, 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.
 LOAN DOCUMENTATION CENTER
 100 S. CHARLES ST. 5TH FL.
 BALTIMORE, MARYLAND 21201

RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY

1985 JAN 16 AM 10:17

E. AUBREY COLLISON
 CLERK

Mailed to Secured Party

1100 3

SCHEDULE A

BOOK - 481 PAGE 417

This Schedule A is attached to and made a part of a Financing Statement by and between Equitable Bank, National Association, a national banking association and Pattan's Frame Center, Inc., a Maryland corporation.

Section F (continued)

COLLATERAL

Black Hawk Power Gage Frame straightening machine, Serial #AC 26142
Model #95490

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 25 Page No. 104
Identification No. 16548 Dated January 22, 1965

1. Debtor(s) { ELWOOD WILLIAM HICKS and JULIA HICKS, his wife
Name or Name:—Print or Type
106 Point Pleasant Road, Glen Burnie, Maryland 21061
Address—Street No., City - County State Zip Code

2. Secured Party { METROPOLITAN LIFE INSURANCE COMPANY c/o WYE MORTGAGE CORPORATION
Name or Name:—Print or Type
7801 YORK ROAD BALTIMORE, MARYLAND 21204
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) February 1, 1985

4. Check Applicable Statement:

RECORD FEE 10.00
POSTAGE .50
#00789 C040 R01 T12:28
JAN 15 84

<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>

METROPOLITAN LIFE INSURANCE COMPANY

WITNESS our hands and seals this 3rd day of January 1985

WITNESS:

BY: WYE MORTGAGE CORPORATION

Hilda M. Benny

E. Philip Brady, Jr., Executive Vice President

Hilda M. Benny

Nancy L. Shauk, Vice President

As its "Attorneys in Fact" (Power of Attorney recorded in Anne Arundel County
Liber 3380 ,Folio 606 .)

RECEIVED FOR RECORD
CIRCUIT COURT, ANN ARUNDEL COUNTY

1985 JAN 16 PM 12:38

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

10.00



MARYLAND NATIONAL BANK

We want you to grow.SM

MEMBER FDIC

255223

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)
 MAR-DEL ENTERPRISES, INC. 1 Mansion Road
 N. Linthicum, MD 21090

6. Secured Party Address
 Maryland National Bank 1713 West Street
 Attention: V. Johnson 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 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.

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.

X William B. Nicolaus (Seal)
William B. Nicolaus, President

X Melvin Petty, Jr. (Seal)

____ (Seal)

____ (Seal)

Secured Party
Maryland National Bank

Linda L. Cutts (Seal)

Linda L. Cutts, Assistant Branch 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.

207-95 REV 7/83



RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 JAN 16 PM 2:17

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

RECORD FEE 11.00
POSTAGE .50
JAN 16 1985

BOOK - 481 PAGE 420

Maryland National Bank
1713 West Street
Annapolis, MD 21401

255224

Subject (Not Subject) to Recordation Tax **FINANCING STATEMENT** Principal Amount of Debt \$ 36,000.00
This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

DEBTOR(S) Name(s) (Last Name first) and Address(es): North Arundel Nursing & Convalescent Center, Inc. 6140 Oxford Bldg., 8600 LaSalle Rd. Towson, Maryland 21204	SECURED PARTY'S Name and Address MARYLAND NATIONAL BANK 225 N. Calvert Street Baltimore, Maryland 21202
---	--

This Financing Statement covers the following types of items of property:

(Describe fully, including where applicable manufacturer's or trade name, model and year, serial number, and whether new or used)

1 ASME F 80 Gallon Hot Water Heater Model SBT 80 500 E6 Serial #V847 116
 1 Kohler Fast Response II Generator CSG - 649I 6005 F 50 1750C
 1 Gasoline Engine CSG 649

Also any accessories or equipment now or hereafter attached to any of above, replacements therefor and proceeds of any of above.

DEBTOR(S)
North Arundel Nursing & Convalescent
Center, Inc.

SECURED PARTY

RECEIVED IN RECORDATION DEPARTMENT
ANNE ARUNDEL COUNTY

1985 JAN 16 PM 2:17

E. AUBREY COLLISON
CLERK

Sylvia Francis, Pres
Sylvia Francis, President

Alma Rynd
Alma Rynd, Treasurer

MARYLAND NATIONAL BANK

By *Linda L. Cutts*
(Authorized Signature)
Linda L. Cutts, Branch Officer

RECORD FEE
RECORD TAX

11.00
266.00

POSTAGE
#79698 0345

.50
R02 T14:10
JAN 16 85

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

(Mr. Clerk. Return to MARYLAND NATIONAL BANK at

Mailed to Secured Party

11-
266.50

H 105463

AA County

#1050

MR

LIBER 3839 PAGE 783

RECORD FEE 10.00
POSTAGE .50
#00376 0040 R01 T10:50
JAN 17 85

BOOK - 481 PAGE 42i

Uniform Commercial Code - FINANCING STATEMENT CHANGE - Form UCC-3

JULIUS BLUMBERG, INC. N.Y.C. 10013

IMPORTANT - Read instructions on back before filling out form. B 12445

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): Friendship International Hotel Corporation Friendship Int., Airport Anne Arundel County Maryland 21240	2. Secured Party(ies) Name(s) and Address(es): THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES 1285 Avenue of the Americas New York, New York 10019	4. For Filing Officer: Date, Time, No. Filing Office LIBER 162/137 LIBER 2294/550	

5 This statement refers to original Financing Statement No 102779 filed (date) _____ with Clerk Anne Arundel County

- 6. 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)

This statement is to be indexed in the Real Estate Records Section _____ Block _____ Lot _____

Friendship Int., Hotel, Corp.

THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES

By _____
Signature(s) of Debtor(s) (only on amendment)

K. J. Conn-Asst. Vice President

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

(1) Filing Officer Copy-Numerical (5/82) STANDARD FORM - FORM UCC-3 - Approved by the Secretary of State of New York, Pennsylvania & Texas

RECORD FEE 12.00
POSTAGE .50
#00377 0040 R01 T10:50
JAN 17 85

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1985 JAN 17 AM 11:00
BALTIMORE, MD. 21202

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1985 JAN 17 AM 11:00

F. MURPHY COLLISON Mailed to: _____

F. MURPHY COLLISON

BOOK - 481 PAGE 122

800

LIBER 445 PAGE 184

240907

(Account No. 2513)

Statement No. _____

Date: December 18, 1981

Financing Records, Liber _____, Fol. _____

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer for Filing pursuant to the provisions of Subtitle 9 of the Uniform Commercial Code (Article 75B, Annotated Code of Maryland).

1. DEBTORS:

Names: Gaile & Billy Walker

Address: 1338 Tyler Avenue Annapolis, Md. 21401

RECORD FEE 4.00
RECORD TAX 3.50
POSTAGE .50

2. SECURED PARTY:

USLIFE Credit Corporation

Address: P.O. Box 532 Annapolis, Md. 21401

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

Amount Secured \$ 931.41

#01428 0345 R01 T11:16
DEC 21 81

3 Sofas, 6 Chairs, 4 Tables, 4 Lamps, 1 Rug, 1 Table w/6 Chairs, 2 Buffet, 1 Cug,
1 Refrig, 1 Washer, 1 Dryer, 1 Table w/4 chairs, 3 Beds, 7 Dressers, 2 Chests,
9 Lamps, 1 Couch, 2 Chairs, 3 Tables, 2 Lamps, 1 Rug, 2 Bookcase, 1 Mixer,
1 Toaster, 4 Radios, 2 T.Vs, 1 Sweeper, 1 Seach,

4. DEBTORS:

/s/ Gaile Walker
GAILE WALKER

SECURED PARTY:
USLIFE CREDIT CORPORATION

By /s/ Roscoe Merchant Manager

THIS TRANSACTION IS NOT EXEMPT FROM THE RECORDATION TAX

FILING OFFICE NOTICE: AFTER THIS STATEMENT HAS BEEN RECORDED, PLEASE MAIL THE SAME TO THE SECURED PARTY WHOSE ADDRESS APPEARS ABOVE.

RECEIVED FOR RECORD
CIRCUIT COURT, ANN. COUNTY
1985 JAN 17 AM 8:56
E. AUBREY COLLISON
CLERK

TERMINATION STATEMENT

This Termination Statement is presented to a Filing Officer for Filing pursuant to the provisions of Subtitle 9 of the Uniform Commercial Code (Article 75B, Annotated Code of Maryland).

RECORD FEE 10.00
POSTAGE .50

The secured party certifies that, the indebtedness referred to in the above-captioned Financing Statement having been paid, the collateral described in that Financing Statement is hereby released.

#79731 0337 R02 TOR:49
JAN 17 85

SECURED PARTY:
USLIFE CREDIT CORPORATION

Date: 2/20/84

By /s/ Abigail M. Oehm
Abigail M. Oehm

P/11-MD

Nonwest Financing
2020 D West St
Annapolis 21401
Mailed to: _____

RECEIVED FOR RECORD
CIRCUIT COURT, ANN. COUNTY

B.L. CLERK

1981 DEC 21 AM 11:23

W. G. LARRIMORE
CLERK

Mailed to Secured Party

4.00
3.50
50

10.50

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 252782

RECORDED IN LIBER 475 FOLIO 175 ON July 24, 1984 (DATE)

1. DEBTOR

Name DOUGLAS PALMER AND LORRAINE PALMER

Address 502 FAIRMONT DR, EDGEWATER, MD 21037

2. SECURED PARTY

Name NORWEST FINANCIAL MARYLAND INC

Address 2020 D WEST STREET

ANNAPOLIS, MD 21401

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.)

E AUBREY COLLISON
CLERK

1985 JAN 17 AM 8:56

RECEIVED FOR RECORD
CLERK OF COURT, BALTIMORE COUNTY



RECORD FEE 10.00
POSTAGE .50
#79732 0237 R02 T08:49
JAN 17 85

Dated DECEMBER 14, 1984

Abigail M Dohm
(Signature of Secured Party)

ABIGAIL M DOHM
Type or Print Above Name on Above Line

Mailed to Secured Party

1650

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 253167

RECORDED IN LIBER 476 FOLIO 142 ON August 8, 1984 (DATE)

1. DEBTOR

Name LAWRENCE L JONES AND JEAN JONES
Address 8165 VILLAGE RD, SEVERN, MD 21144

2. SECURED PARTY

Name NORWEST FINANCIAL INC
Address 2020 D WEST STREET
ANNAPOLIS, MD 21401

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	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: <u>TERMINATION</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)

RECEIVED FOR RECORD
CLERK
1985 JAN 17 AM 8:56
E AUBREY COLLISON
CLERK

RECORD FEE 10.00
POSTAGE .50
#79733 C237 R02 T08:50
JAN 17 85

Dated December 17, 1984

Abigail M Dohm
(Signature of Secured Party)

ABIGAIL M DOHM
Type or Print Above Name on Above Line

Mailed to Secured Party

1052

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK - 481 PAGE 425 17/33 R
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 DECEMBER 17, 1984 presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

255229

Name PHILLIP L COLBERT AND VELMA T COLBERT

Address 30 PAROLE ST, ANNAPOLIS, MD, 21401

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) _____

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

- 1 Television, 1 Stereo, 1 Washer, 1 Microwave Oven, 1 Refrigerator,
- 1 Freezer, 1 Stove, 1 Vacuum Cleaner, 1 Living Room Set,
- 1 Bedroom Set, 1 Dining Room Set

RECORD FEE 12.00
POSTAGE .50
#79734 0237 R02 108:51
JAN 17 85

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)

Phillip Colbert
(Signature of Debtor)

PHILLIP L COLBERT
Type or Print Above Name on Above Line

Velma Colbert
(Signature of Debtor)

VELMA COLBERT
Type or Print Above Signature on Above Line

Mailed to Secured Party

Glenn F. Foct
(Signature of Secured Party)

GLENN F FOCT
Type or Print Above Signature on Above Line

1270
5

RECEIVED FOR RECORD
CIRCUIT COURT, ANN. COUNTY
1985 JAN 17 AM 8:56
E. AUBREY COLLISON
CLERK

STATE OF MARYLAND
 FINANCING STATEMENT FORM UCC-1

BOOK - 481 PAGE 426 14/32 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 DECEMBER 14, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

255230

1985 JAN 17 AM 8:56
 RECEIVED FOR RECORD
 CLERK
 E. AUBREY COLLISON
 CIRCUIT COURT, BALTIMORE COUNTY

DEBTOR

Name CLINTON S DAVIS AND LOUISE DAVIS

Address 199 GARDEN GATE LN, ANNAPOLIS, MD, 21403

SECURED PARTY

Name NORWEST FINANCIAL LEASING INC

Address 2020 D WEST STREET

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 Televisions, 1 Stereo, 1 Washer, 1 Refrigerator, 1 Freezer, 1 Stove,
 1 Sewing Machine, 1 Vacuum Clenaer, 3 Air Conditioners, 1 Living Room Set,
 1 Bedroom Set, 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 or to be affixed to: (describe real estate)

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

Clinton S Davis
 (Signature of Debtor)

CLINTON S DAVIS
 Type or Print Above Name on Above Line

Louise Davis
 (Signature of Debtor)

LOUISE DAVIS
 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

RECORD FEE 12.00
 POSTAGE .50
 #79775 C237 R02 108-52
 JAN 17 85

125

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK -481 PAGE 427 13/15 R
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 DECEMBER 13, 1984 presented to a filing officer for filing pursuant to the Uniform Commercial Code.

255231

1985 JAN 17 AM 8:56
E. AUBREY COLLISON
CLERK

DEBTOR

Name DAVID R LORENZEN AND CAROLE J LORENZEN
Address 877 CHESTNUT TREE DR, ANNAPOLIS, MD, 21401

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) _____
- 4. This financing statement covers the following types (or items) of property: (list)
1 Television, 1 Stereo, 1 Washer, 1 Dryer, 1 Dishwasher, 1 Microwave Oven,
1 Refrigriator, 1 Freezer, 1 Stove, 1 Vacuum Cleaner, 1 Living Room Set,
1 Bedroom Set, 1 Dining Room Set

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)

RECORD FEE 12.00
POSTAGE 50
JAN 17 05

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

David R Lorenzen
(Signature of Debtor)
DAVID R LORENZEN

Type or Print Above Name on Above Line

Carole J Lorenzen
(Signature of Debtor)
CAROLE J LORENZEN

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

1250

255232

BOOK - 481 PAGE 428

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code [3. Maturity date (if any):

<p>1. Debtor(s) (Last Name First) and address(es)</p> <p>ZIEGLER LEASING CORPORATION 215 North Main Street West Bend, Wisconsin 53095</p>	<p>2. Secured Party(ies) and address(es)</p> <p>SOVRAN LEASING CORPORATION * P. O. Box 8765 Richmond, Virginia 23226 *1510 Willow Lawn Drive #840101</p>	<p>For Filing Officer (Date, Time, Number, and Filing Office)</p> <p>RECORD FEE 13.00 #79799 237 ROZ 112:03 JAN 17 85</p>
<p>4. This financing statement covers the following types (or items) of property:</p> <p>Accounts, contract rights, chattel paper, and instruments consisting of a Lease Agreement No. 32110124 dated September 13, 1984, Supplementary Schedule 01, dated December 1, 1984 between Debtor as lessor and COLUMBIA MEDICAL PLAN, INC. as lessee (together with all rentals and other payments due and to become due thereunder including all casualty, termination, and insurance loss payments) and the equipment therein described together with the proceeds thereof. The Debtor has no right to dispose of the collateral. Equipment is described as various equipment as more fully described in Exhibit "A" attached hereto and made a part hereof.</p> <p>-Not subject to recordation tax.</p>		<p>5. Assignee(s) of Secured Party and Address(es)</p>

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: 2

Filed with: CLERK OF THE CIRCUIT COURT - ANNE ARUNDEL COUNTY, MARYLAND

ZIEGLER LEASING CORPORATION

By: [Signature] Vice President

By: [Signature] President

Signature(s) of Debtor(s)

SOVRAN LEASING CORPORATION

By: [Signature] SVP

Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-2

(1) Filing Officer Copy - Alphabetical

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 JAN 17 PM 12:12

E. AUBREY COLLISON
CLERK

EXHIBIT "A" TO:

BOOK - 481 PAGE 429

UCC-2 Financing Statement filed with the Clerk of the Circuit Court - Anne Arundel County, Maryland between ZIEGLER LEASING CORPORATION, as Debtor and SOVRAN LEASING CORPORATION, as Secured Party, covering equipment leased under Lease Agreement No. 32110124 dated September 13, 1984, Supplementary Schedule 01, dated December 1, 1984.

The following equipment is located at Knoll North Drive, Columbia, Maryland, Howard County:

ONE - GENERAL ELECTRIC RT 3000 Ultrasound System, including all attachments and accessories.

ONE - #6100 Pitney Bowes Mailing Machine

The following equipment is located at 2525 Riva Road, Annapolis, Maryland, Anne Arundel County:

TWO - Royal 2502 Copiers and Stands, Serial Nos. 9527697 and 9527544, as provided by Maryland Data Products.

Special Shelving Units for Medical Records, as provided by Ames.

ONE - #8630A Center Core Half Pod, and THREE #86-400 Open Shelves and FOUR Filler Strips, as provided by Tab Products of Maryland, Inc.

ONE - #M6AW Kodak Automatic Processor, Standby Control and One Set of Tanks, as provided by H. R. Simon & Co., Inc.

EIGHT Electronic Addressograph Machines, as provided by Pitney Bowes.

EXHIBIT "A" TO:

BOOK - 481 PAGE 430

UCC-2 Financing Statement filed with the Clerk of the Circuit Court - Anne Arundel County, Maryland between ZIEGLER LEASING CORPORATION, as Debtor and SOVRAN LEASING CORPORATION, as Secured Party, covering equipment leased under Lease Agreement No. 32110124 dated September 13, 1984, Supplementary Schedule 01, dated December 1, 1984.

- ONE - STANDARD MEDICAL EQUIPMENT, INC. Radiographic & Fluoroscopic X-Ray Room, including:
- 1 #3106 XMS Generator with Microprocessor Architecture
 - 1 #4203 XMS 90-90 Deluxe Heavy Duty R/F Table
 - 1 #02E Overhead Tube Support and Collimator
 - 1 #9434-0P 9x6 x 4.5 inch Image Intensifier with TV and 6 frame per second roll film camera
 - 4 Grids
 - 1 #200 Floor-Wall Cassette Stand
 - 2 X-Ray Tubes
 - 2 Pair Cables
 - and all attachments and accessories.
- ONE - Cassette Cabinet; Film Bin; Bench Top with cutout; Kodak Model B Printer; Pigg-O-Stat; and 14 x 36 Illiminator, as provided by Standard Medical Equipment, Inc.
- TWO - 36" w/One window Protecto Panel Booths, as provided by Standard Medical Equipment, Inc.

Equipment supplied by Baltimore Stationery Company:

All office furniture and fixtures, including, but not limited to, desks, credenzas, conference tables, chairs, file cabinets, seating arrangements, lamps, planters, costumers, as more fully described in Baltimore Stationery Company's Proposal to Lessee dated September 7, 1984, pages one through ten.

Floor racks, Storage cabinets, file cabinets, ShredMaster Shredder, chairs, and office fixtures as more fully described in Lessee's Purchase Order No. 3261 dated September 27, 1984 to Baltimore Stationery Company

File cabinets, tables, chairs, and office furnishings, as more fully described in Lessee's Purchase Order No. 3276, dated October 25, 1984 to Baltimore Stationery Company

255233

BOOK - 481 PAGE 431

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) ZIEGLER LEASING CORPORATION 215 North Main Street West Bend, Wisconsin 53095	2. Secured Party(ies) and address(es) SOVRAN LEASING CORPORATION * P. O. Box 8765 Richmond, Virginia 23226 *1510 Willow Lawn Drive #840105	For Filing Officer (Date, Time, Number, and Filing Office)
---	---	--

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

Accounts, contract rights, chattel paper, and instruments consisting of a Lease Agreement No. 32110124 dated September 13, 1984, Supplementary Schedule 05, dated December 1, 1984 between Debtor as lessor and COLUMBIA MEDICAL PLAN, INC. as lessee (together with all rentals and other payments due and to become due thereunder including all casualty, termination, and insurance loss payments) and the equipment therein described together with the proceeds thereof. The Debtor has no right to dispose of the collateral. Equipment is described as A.T. & T. INFORMATION SYSTEMS, INC. telephone equipment and accessories, as more fully described in Exhibit "A" attached hereto and made a part hereof. -Not subject to recordation tax.

RECORD FEE 12.00
 979800 1237 R02 112:05
 JAN 17 85

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: 1

Filed with: CLERK OF THE CIRCUIT COURT - ANNE ARUNDEL COUNTY, MARYLAND

ZIEGLER LEASING CORPORATION
 By: [Signature] Vice President
 By: [Signature] President
 Signature(s) of Debtor(s)

SOVRAN LEASING CORPORATION
 By: [Signature] SVP
 Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-2

(1) Filing Officer Copy - Alphabetical

Mailed to Secured Party

RECORD
 COURT, A.A. COUNTY
 1985 JAN 17 PM 12:12
 (KP)

COLLISON

UCC-2 Financing Statement filed with the Clerk of the Circuit Court - Anne Arundel County, Maryland between ZIEGLER LEASING CORPORATION, as Debtor and SOVRAN LEASING CORPORATION, as Secured Party, covering equipment leased under Lease Agreement No. 32110124 dated September 13, 1984, Supplementary Schedule 05, dated December 1, 1984.

The following equipment is located at 5829 Banneker Road, Columbia, Maryland, Howard County:

AT&T INFORMATION SYSTEMS, INC. Horizon Advanced PBX System, including:

16 Multi-Button Electronic Voice Terminals
56 Straight telephone sets
One 40-Button Central Answering Position
... and related circuit packs and attachments and accessories.

The following equipment is located at 2525 Riva Road, Annapolis, Maryland, Anne Arundel County:

AT&T INFORMATION SYSTEMS, INC. Horizon Advanced PBX System, including:

50W Paging System with twenty-one (21) ceiling speakers, eight (8) corridor speakers, seven (7) desk-top speakers; Loudspeaker Paging Access.

24 Multi-Button Electronic Voice Terminals
24 Straight telephone sets
One 40-Button Central Answering Position
... and related circuit packs and attachments and accessories.

The following equipment is located at Knoll North Drive, Columbia, Maryland, Howard County:

AT&T INFORMATION SYSTEMS, INC. System 85 PBX System, including:

100W Paging System with 162 ceiling speakers and nine (9) desk speakers;

300 Straight telephone sets
73 16-Button Electronic Voice Terminals
7 40-Button Electronic Voice Terminals
One Console with 1,800 direct station selection
... and related circuit packs and attachments and accessories.

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) ZIEGLER LEASING CORPORATION 215 North Main Street West Bend, Wisconsin 53095	2. Secured Party(ies) and address(es) SOVRAN LEASING CORPORATION * P. O. Box 8765 Richmond, Virginia 23226 *1510 Willow Lawn Drive #840103
--	---

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

RECORD FEE 13.00
#79801 0237 R02 T12:05
JAN 17 85

4. This financing statement covers the following types (or items) of property: Accounts, contract rights, chattel paper, and instruments consisting of a Lease Agreement No. 32110124 dated September 13, 1984, Supplementary Schedule 03, dated December 1, 1984 between Debtor as lessor and COLUMBIA MEDICAL PLAN, INC. as lessee (together with all rentals and other payments due and to become due thereunder including all casualty, termination, and insurance loss payments) and the equipment therein described together with the proceeds thereof. The Debtor has no right to dispose of the collateral. Equipment is described as various medical equipment, furniture and fixtures, as more fully described in Exhibit "A" attached hereto and made a part hereof.

-Not subject to recordation 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: 2

Filed with: CLERK OF THE CIRCUIT COURT - ANNE ARUNDEL COUNTY, MARYLAND

ZIEGLER LEASING CORPORATION
By: *[Signature]* Vice President
By: *[Signature]* President
Signatures(s) of Debtor(s)

SOVRAN LEASING CORPORATION
By: *[Signature]* SVP
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-2

(1) Filing Officer Copy - Alphabetical

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 JAN 17 PM 12:12

E. AUBREY COLLISON
CLERK

EXHIBIT "A" TO: BOOK - 481 PAGE 434

UCC-2 Financing Statement filed with the Clerk of the Circuit Court - Anne Arundel County, Maryland between ZIEGLER LEASING CORPORATION, as Debtor and SOVRAN LEASING CORPORATION, as Secured Party, covering equipment leased under Lease Agreement No. 32110124 dated September 13, 1984, Supplementary Schedule 03, dated December 1, 1984.

The following equipment is located at 2525 Riva Road, Annapolis, Maryland 21401, Anne Arundel County:

Equipment as supplied by WHITTAKER GENERAL MEDICAL ... All medical equipment and furniture and fixtures, including, but not limited to, microscopes, centrifuges, endoscopic equipment, Burdick EKG machines and carts, stretchers and pads, Burger cabinetry and nurses stations, examination tables, stools, chairs, ophthalmoscopes, otoscopes, wall exam lights, wall aneroids, as more fully described in Whittaker General Medical invoice numbers dated ...

#348726	11/02/84
#348823	11/02/84
#349100	11/08/84
#349472	11/14/84
#349680	11/16/84
#350288	11/27/84
#350460	11/28/84
#350461	11/28/84
#350462	11/28/84
#350552	11/29/84
#350564	11/29/84
#350663	11/30/84
#350748	11/30/84
#350887	12/04/84
#351074	12/06/84
#351075	12/06/84

BOOK - 481 PAGE 435

EXHIBIT "A" TO:

UCC-2 Financing Statement filed with the Clerk of the Circuit Court - Anne Arundel County, Maryland between ZIEGLER LEASING CORPORATION, as Debtor and SOVRAN LEASING CORPORATION, as Secured Party, covering equipment leased under Lease Agreement No. 32110124 dated September 13, 1984, Supplementary Schedule 03, dated December 1, 1984.

The following equipment is located at Knoll North Drive, Columbia, Maryland, Howard County:

Equipment as supplied by WHITTAKER GENERAL MEDICAL ... Burger Custom Cabinetry located in the building known as Knoll North 1; medical equipment and fixtures including:

ITEM NUMBER	ORDERED	UNIT	SHIPPED	CODE	DESCRIPTION
903255	10	ea	10		Midmark Exam Tables - 102R
903256	14	ea	14		Midmark Exam Tables - 102L
903257	67	ea	67		Midmark Exam Tables - 104R
903250	19	ea	19		Midmark Exam Tables - 104L
903259	123	ea	123		Midmark Phy. Stool - 160
903260	123	ea	123		Mikmark Side Stool - 121
14347	120	ea	120		W/A Trans. Handle - 74710
903261	120	ea	120		W/A Ophthalmoscope - 11610
903262	120	ea	120		W/A Oscope - 200000
903263	120	ea	120		W/A Dispenser - 52400
903264	123	ea	123		Medical Illu. Exam Light - 150
903265	123	ea	123		Trash Base, Br. Rubbermaid - 3540
903266	123	ea	123		Trash Top Br. - 2673
44238	123	ea	123		Taylor - Wall Aneroid - 5091-22
903267	2	ea	2		Midmark Exam Table - 418
31910	22	ea	22		Taylor Cuff - Child - 5082-21
903268	9	ea	9		Exam Table w/shelf - 103
903269	1	ea	1		Exam Table w/shelf - 104 above 103 without pillow
903270	2	ea	2		Exam Table - 106
903449	3	ea	3		Midmark Chair - 418
903450	5	ea	5		Midmark Cart - 448
903451	2	ea	2		Mikmark Stool - 127

BOOK - 481 PAGE 436

255235

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)

ZIEGLER LEASING CORPORATION
215 North Main Street
West Bend, Wisconsin 53095

2. Secured Party(ies) and address(es)

SOVRAN LEASING CORPORATION
*P. O. Box 8765
Richmond, Virginia 23226
*1510 Willow Lawn Drive #840102

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

RECORD FEE 12.00
#79802 0237 R02 T12:06
JAN 17 85

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

Accounts, contract rights, chattel paper, and instruments consisting of a Lease Agreement No. 32110124 dated September 13, 1984, Supplementary Schedule 02, dated December 1, 1984 between Debtor as lessor and COLUMBIA MEDICAL PLAN, INC. as lessee (together with all rentals and other payments due and to become due thereunder including all casualty, termination, and insurance loss payments) and the equipment therein described together with the proceeds thereof. The Debtor has no right to dispose of the collateral. Equipment is described as various equipment, as more fully described in Exhibit "A" attached hereto and made a part hereof.

5. Assignee(s) of Secured Party and Address(es)

-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: 1

Filed with: CLERK OF THE CIRCUIT COURT - ANNE ARUNDEL COUNTY, MARYLAND

ZIEGLER LEASING CORPORATION
By: [Signature] Vice President
By: [Signature] President
Signature(s) of Debtor(s)

SOVRAN LEASING CORPORATION
By: [Signature] SVP
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-2

(1) Filing Officer Copy - Alphabetical

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 JAN 17 PM 12:12

E. AUBREY COLLISON
CLERK

UCC-2 Financing Statement filed with the Clerk of the Circuit Court - Anne Arundel County, Maryland between ZIEGLER LEASING CORPORATION, as Debtor and SOVRAN LEASING CORPORATION, as Secured Party, covering equipment leased under Lease Agreement No. 32110124 dated September 13, 1984, Supplementary Schedule 02, dated December 1, 1984.

The following equipment is located at Knoll North Drive, Columbia, Maryland, Howard County:

ONE - CGR MEDICAL CORPORATION Fluoroscopy Unit, including:

- 1 - Prestlilix 1600, Serial No. 11622/13
- 1 - X-ACT Collimator, Serial No. 83-10-2069
- 1 - Hyperlux 3-D, Serial No. 99350
- 1 - TH9428E Tube
- 1 - Anodica Camera, Serial No. 1589
- 1 - Vidilux II 525L
- 1 - 9" Monitor 525L, Serial No. 487746
- 1 - 14" Monitor 525L, Serial No. 480522
- 1 - Statorlx Tube
- 1 - Process Generator

.... and all attachments and accessories.

-
- 3 - #AS32-113-100 Polaris Single 20" light - 54" track
 - 3 - AS 000-61 Polaris Series V.I.C.

... and all attachments and accessories, as provided by AMERICAN STERILIZER COMPANY.

The following equipment is located at 2525 Riva Road, Annapolis, Maryland, Anne Arundel County:

- 1 - #2011 16 x 16 Y26 Electric 460 Volt, ET11-103-004-01
- 1 - #AY 00548-300 Rack and three (3) shelves
- 2 - 22" light, 54" track
- 2 - VIC Controller, #AS 00-61

... and all attachments and accessories, as provided by AMERICAN STERILIZER COMPANY.

BOOK - 481 PAGE 438

255236

FINANCING STATEMENT

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN FINANCING STATEMENT
~~XXXX~~ 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

CUSIMANO AND SONS, INC. 1404 Crain Highway, South, #205A
Glen Burnie, Md. 21061

Name of Secured Party or assignee

No.

Street

City

State

STATE NATIONAL BANK OF MARYLAND, 11616 Rockville Pike, Rockville, Md. 20852

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

SEE EXHIBIT "B" attached hereto and hereby
incorporated by reference

RECORD FEE 11.00
POSTAGE .50
#00875 0040 ROL 112:50
JAN 17 85

PLEASE MAIL TO:
KATZ, FROME AND SLAN, P.A.
ATTORNEYS AT LAW
10605 CONCORD STREET
KENSINGTON, MD. 20895

Mailed to:

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.)

Part of the

3. 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.

SEE EXHIBIT "A" attached hereto and hereby incorporated by 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)

CUSIMANO AND SONS, INC.

BY: [Signature] (SEAL)

MICHAEL J. CUSIMANO, President

BY: [Signature]
(Type or print name under signature)
ISABEL CUSIMANO, Secretary

[Signature]

11/8 WITNESS

Bonnie S. O'Brien
ao to all

(Corporate, Trade or Firm Name) (Seal)

Signature of Secured Party or Assignee

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 JAN 17 PM 12:57

E. AUBREY COLLISON
CLERK

100

BEING those 28 lots of ground situate in the Fifth Election District of Anne Arundel County, known and designated as as Lots Nos. 23 through 42, both inclusive, and Lots Nos. 59 through 66, both inclusive, as shown on the Plat entitled "Allwood", which Plat is recorded among the Land Records of Anne Arundel County at Plat Book No. 40, folio 19.

EXHIBIT "B"**PROPERTY SUBJECT TO SECURITY INTEREST**

Any and all fixtures, appliances, machinery and equipment of any nature whatsoever, and other articles of personal property at any time now or hereafter installed in, attached to or situated in or upon the land described in Exhibit "A" or the buildings and improvements now erected or to be erected thereon, or used or intended to be used in connection with the real estate, or in the operation of the buildings and improvements, plant or business situate or operated thereon (the "Property"), whether or not the personal property is or shall be affixed hereto.

Including, without limiting the generality of the foregoing, all furnaces, boilers, machinery, ranges, engines, stokers, pumps, heaters, tanks, compressors, dynamos, motors, electrical transformers, fittings, siding, pipe, pipe connections, conduits, ducts, partitions, communication systems, storm and screen windows, doors, refrigerators, ovens, kitchen equipment, televisions, carpeting, furniture, furnishings, swimming pool apparatus, and other recreational equipment, elevators, if any, television antennas, tubs and enclosures, sinks, toilets, vanities, built-in cabinets, vending machines, signs, tools, and all equipment, appliances and apparatus of every kind and description now or hereafter affixed or attached to or contained within and used or procured for use in connection with said buildings or improvements for heating, cooling, lighting, plumbing, ventilation, sprinkling, irrigating, refrigerating or air conditioning, or for providing water, gas, electricity or other services or for general operation of the buildings and improvements, or business, if any, situate or operated thereon, licenses, permits, franchises, if any, and other documents relating to the operation of the Property, and all rents, issued and profits arising out of the operation of the Property.

Such security interest shall extend to and include as well any and all proceeds and products of such fixtures and personal property and any and all subsequently acquired fixtures and personal property by way of replacement, substitution, addition or otherwise and the proceeds and products thereof.

TO BE RECORDED:

- _____ Among the Land Records of Anne Arundel County, Maryland 255237
- ✓ _____ Among the Financing Statement Records of Anne Arundel County, Maryland
- _____ Among the Financing Statement Records of Baltimore City, Maryland
- _____ Among the Records of the State Department of Assessments and Taxation

Not Subject to Recordation Tax

Principal Amount is \$7,522,500.00

The appropriate amount of documentary stamps are affixed to a Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County and given as security for the same loan.

FINANCING STATEMENT

1. Debtor: Address:

Westwinds Associates Limited Partnership	32 South Street, Suite 300 Baltimore, Maryland 21202
--	---
2. Secured Parties:

Maryland National Bank, Trustee	10 Light Street Corporate Trust Department Baltimore, Maryland 21202
---------------------------------	--
3. Maturity Date of Obligation: December 1, 2026
4. This Financing Statement Covers:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate now in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land now owned or hereafter acquired by Debtor and all fixtures including but not limited to all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets, and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise cooking apparatus, and appurtenances, furniture, shades, awnings, screens, blinds, and other furnishings; and

(b) all of the rents, issues, and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the

RECEIVED FOR RECORD
CIRCUIT COURT BALTIMORE COUNTY

1985 JAN 17 PM 1:20

E. AUBREY COLLISON

15

RECORD FEE 15.00
POSTAGE .00

#77811 0055 R02 T13:16

JAN 17 85

15/50

complete and comfortable use and occupancy of such building or buildings for the purpose for which they were or are to be erected, including all goods and personal property as are ever used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

(d) all contract rights of and from the herein described property or any part thereof.

- 5. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to Trustees for the Secured Party, and recorded or intended to be recorded among the Land Records of Anne Arundel County to secure an indebtedness by the Debtor to the Secured Party as Trustee for Anne Arundel County, Maryland, under a Trust Indenture dated as of January 1, 1985 for the County's Mortgage Revenue Bonds, Series 1985 (FHA Insured Mortgage Loan - Westwinds Apartments Project) and are deemed by said Deed of Trust to be a part of the hereinafter described real estate.
- 6. Proceeds of collateral are covered hereunder.
- 7. The real property upon which a portion of the goods may attach as real property or fixtures is more particularly described in Exhibit A attached hereto and made a part hereof.

Debtor:

WESTWINDS ASSOCIATES LIMITED
PARTNERSHIP

By: J. Mark Schapiro (SEAL)
J. Mark Schapiro, General Partner

By: John A. Luetkeneyer, Jr. (SEAL)
John A. Luetkeneyer, Jr., General Partner

Being all the General Partners of Debtor

Dated: January 17, 1985

Secured Party:

MARYLAND NATIONAL BANK, TRUSTEE

By: Robert I. Catlin, II (SEAL)
Robert I. Catlin, II, Assistant
Corporate Trust Officer

MR CLERK:

After recordation, please mail to:

Kevin J. Kelehan, Esquire
Reese and Carney
8651 Baltimore National Pike
Ellicott City, Maryland 21043

KJK: kj/B37

Mailed to: _____

EXHIBIT A

BOOK - 181 PAGE 442

Beginning at a point on the southeasly corner a parcel of land as shown on a plat of subdivision entitled "Windgate" and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 89 at Folio 4647, said point also being on the westerly right-of-way line of Spa Road, (80 feet Wide); thence running with said right-of-way line along an arc curving to the right with a radius of 1233.24 feet and a chord bearing and distance of

South $33^{\circ}22'05''$ West, 15.53 feet to a point; thence

South $33^{\circ}43'44''$ West, 553.31 feet to a point; thence running along an arc curving to the left with a radius of 701.11 feet and a chord bearing and distance of

South $35^{\circ}02'42''$ West, 32.21 feet to a point; thence leaving said westerly right-of-way line of Spa Road and running

North $57^{\circ}29'13''$ West, 115.00 feet to a point; thence

North $47^{\circ}46'49''$ West, 210.03 feet to a point; on the northeasterly corner of a parcel of land as shown on a plat of subdivision entitled Hilltop Village Condominium and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book E-18 at Folio 42; thence running along the northeasterly boarder of said parcel of land

North $61^{\circ}22'22''$ West, 299.88 feet to a point; thence

North $41^{\circ}22'33''$ West, 451.63 feet to a point; thence

North $14^{\circ}49'59''$ West, 241.46 feet to a point on the northwesterly corner of the aforesaid parcel of land; thence running along the southeasterly boarder of a parcel of land as subdivided and shown on a plat of subdivision entitled "Section Two - Heritage" and recorded among the Land Records of Anne Arundel County, Maryland in Plat 1731 at Folio 13

North $75^{\circ}10'30''$ East, 215.00 feet to a point; thence

North $85^{\circ}37'53''$ East, 171.93 feet to a point on the southwesterly corner of a parcel of land as shown on the aforesaid plat os subdivision entitled "Windgate";

thence running with the southwesterly boarder of said parcel

South $59^{\circ}36'12''$ East, 963.52 feet to the point of

beginning containing 599,708 square feet or 13.7674 acres of land.

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

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 Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

File Number of original Financing Statement

Date of Filing June 8, 1983

Maturity date (if any) N/A

Record Reference 247650-Anne Arundel County

BOOK 482 PAGE 438

Nicholas J. Kallis, Esq.
150 South Street
Annapolis, Maryland 21401

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
First Pullman Corporation	1821B	Margaret Street	Annapolis	Maryland

Name of Secured Party or assignee	No.	Street	City	State
Maryland National Bank		Church Circle,	Annapolis,	Maryland 21401

CHECK APPLICABLE STATEMENT

- CONTINUATION
The original Financing Statement identified above by file number is still effective.
- TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

RETURN TO:

Mailed to:

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1985 JAN 17 PM 2:54

E. AUBREY COLLISON
CLERK

RECORD FEE 10.00
POSTAGE .50
#79837 0055 R02 114:53
JAN 17 85

Debtor(s) or assignor(s)

First Pullman Corporation	Maryland National Bank (Seal)
By <u>Kenneth Loh</u>	<u>Mark Blizzard</u> (Corporate, Trade or Firm Name)
Kenneth Loh-President	Signature of Secured Party or Assignee
(Type or print name under signature)	Mark Blizzard-Vice President
	(Owner, Partner or Officer and Title) (Signatures must be in ink)

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. 248867 Dated September 1, 1983

Record Reference Liber 465, Page 358-360

2. DEBTOR is:

Name: Laurel Race Course, Inc. (Last Name First)

Address: P.O. Box 130, Laurel, Maryland 20707

RECORD FEE 10.00
POSTAGE .50
#00915 C040 R01 T08:33
JAN 18 85

3. SECURED PARTY is:

Name: Union Trust Company of Maryland

Address: Baltimore & St. Paul Sts., 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

SECURED PARTY:

Union Trust Company of Maryland

Date: 12/19, 1984

By: Janice E. Godwin, A.V.P. (Title)

012-1721-0537

Mailed to Secured Party

XP

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 JAN 18 AM 9:11

E. AUBREY COLLISON
CLERK

10.00

255238

BOOK - 481 PAGE 445

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) L.B. Smith, Inc. Baltimore-Washington Expressway & Dorsey Road Hanover, Maryland 21076	2. Secured Party(ies) and address(es) Harnischfeger Corporation 13400 Bishops Lane Brookfield, Wisconsin 53005	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #00917 0040 R01 T08:34
4. This financing statement covers the following types (or items) of property: One (1) P&H Model Omega S20, Serial Number 71394 Crane and any and all proceeds thereof. This financing statement is a Conditional Sale Contract and is not subject to recordation tax.		5. Assignee(s) of Secured Party and Address(es) JAN 18 85

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 - Maryland

L.B. Smith, Inc. Harnischfeger Corporation

By: *[Signature]* By: *[Signature]*

Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

E.H. Perlewitz, Asst. Treasurer

(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-1.

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1985 JAN 18 AM 9:11
E. AUBREY COLLISON
CLERK

1105

BOOK - 481 PAGE 446

255239

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) L.B. Smith, Inc. Baltimore-Washington Expressway & Dorsey Road Hanover, Maryland 21076	2. Secured Party(ies) and address(es) Harnischfeger Corporation 13400 Bishops Lane Brookfield, Wisconsin 53005	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #00918 0040 R01 T08:40 JAN 18 85
---	--	--

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

One (1) P&H Model Omega S20, Serial Number 71429 Crane and any and all proceeds thereof.

This financing statement is a Conditional Sale Contract and is not subject to recordation 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: Anne Arundel County - Maryland

L.B. Smith, Inc.
By: [Signature]
Signature(s) of Debtor(s)

Harnischfeger Corporation
By: [Signature]
Signature(s) of Secured Party(ies)
E.H. Perlewitz, Asst. Treasurer

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1965 JAN 18 AM 9:11

E. AUBREY COLLISON
CLERK

KP

11 00 30

255210

BOOK - 481 PAGE 447

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) L.B. Smith, Inc. Baltimore-Washington Expressway & Dorsey Road Hanover, Maryland 21076	2. Secured Party(ies) and address(es) Harnischfeger Corporation 13400 Bishops Lane Brookfield, Wisconsin 53005	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #00919 0040 R01 T08:40 JAN 18 85
4. This financing statement covers the following types (or items) of property: One (1) P&H Model Omega S20, Serial Number 71495 Crane and any and all proceeds thereof. This financing statement is a Conditional Sale Contract and is not subject to recordation 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: Anne Arundel County - Maryland

L.B. Smith, Inc.

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

(1) Filing Officer Copy - Alphabetical

Harnischfeger Corporation

By: [Signature]
Signature(s) of Secured Party(ies)
E.H. Perlewitz, Asst. Treasurer

STANDARD FORM - FORM UCC-1.

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 JAN 18 AM 9:11

E. AUBREY COLLISON
CLERK

11.00

BOOK - 481 PAGE 448

255211

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) L.B. Smith, Inc. Baltimore-Washington Expressway & Dorsey Road Hanover, Maryland 21076	2. Secured Party(ies) and address(es) Harnischfeger Corporation 13400 Bishops Lane Brookfield, Wisconsin 53005	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #00920 CD40 R01 TRB:4.1 JAN 18 85
4. This financing statement covers the following types (or items) of property: One (1) P&H Model Omega S20, Serial Number 71498 Crane and any and all proceeds thereof. This financing statement is a Conditional Sale Contract and is not subject to recordation 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: Anne Arundel County - Maryland

L.B. Smith, Inc.

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

Harnischfeger Corporation

By: *[Signature]*
Signature(s) of Secured Party(ies)
E.H. Perlewitz, Asst. Treasurer

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 JAN 18 AM 9:11

E. AUBREY COLLISON
CLERK

11.00 3

BOOK - 481 PAGE 449

255242

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) L.B. Smith, Inc. Baltimore-Washington Expressway & Dorsey Road Hanover, Maryland 21076	2. Secured Party(ies) and address(es) Harnischfeger Corporation 13400 Bishops Lane Brookfield, Wisconsin 53005	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #00921 D040 R01 T08-4.1
4. This financing statement covers the following types (or items) of property: One (1) P&H Model Omega S20, Serial Number 71505 Crane and any and all proceeds thereof. This financing statement is a Conditional Sale Contract and is not subject to recordation tax.		5. Assignee(s) of Secured Party and Address(es) JAN 18 85

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 - Maryland

L.B. Smith, Inc.
By: [Signature]
Signature(s) of Debtor(s)

Harnischfeger Corporation
By: [Signature]
Signature(s) of Secured Party(ies)
E.H. Perlewitz, Asst. Treasurer

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1985 JAN 18 AM 9:11
E. AUBREY COLLISON
CLERK

1105

BOOK - 481 PAGE 450

255213

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)
L.B. Smith, Inc.
Baltimore-Washington
Expressway & Dorsey Road
Hanover, Maryland 21076

2. Secured Party(ies) and address(es)
Harnischfeger Corporation
13400 Bishops Lane
Brookfield, Wisconsin 53005

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

RECORD FEE 11.00
POSTAGE .50
#00922 D040 R01 TOR:42
JAN 18 85

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

One (1) P&H Model Omega S20, Serial Number 71506 Crane and any and all proceeds thereof.

This financing statement is a Conditional Sale Contract and is not subject to recordation 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: Anne Arundel County - Maryland

L.B. Smith, Inc.

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

Harnischfeger Corporation

By: *[Signature]*
Signature(s) of Secured Party(ies)
E.H. Perlewitz, Asst. Treasurer

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 JAN 18 AM 9:11

E. AUBREY COLLISON
CLERK

1103

BOOK - 481 PAGE 451

255214

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) L.B. Smith, Inc. Baltimore-Washington Expressway & Dorsey Road Hanover, Maryland 21076	2. Secured Party(ies) and address(es) Harnischfeger Corporation 13400 Bishops Lane Brookfield, Wisconsin 53005	Far Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #00923 0040 R01 TOR:42 JAN 18 85
4. This financing statement covers the following types (or items) of property: One (1) P&H Model Omega S20, Serial Number 71507 Crane and any and all proceeds thereof. This financing statement is a Conditional Sale Contract and is not subject to recordation 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: Anne Arundel County - Maryland

L.B. Smith, Inc. By: <u><i>Boch Eye</i></u> Signature(s) of Debtor(s)	Harnischfeger Corporation By: <u><i>E.H. Perlewitz</i></u> Signature(s) of Secured Party(ies) E.H. Perlewitz, Asst. Treasurer
---	--

(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-1.

Mailed to Secured Party

RECEIVED FOR RECORD
 CIRCUIT COURT, ANNE ARUNDEL COUNTY
 1985 JAN 18 AM 9:11
 E AUBREY COLLISON
 CLERK

11.00

255215

BOOK - 481 PAGE 452

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) L.B. Smith, Inc. Baltimore-Washington Expressway & Dorsey Road Hanover, Maryland 21076	2. Secured Party(ies) and address(es) Harnischfeger Corporation 13400 Bishops Lane Brookfield, Wisconsin 53005	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #00924 C040 R01 708:42 JAN 18 85
---	---	--

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

One (1) P&H Model Omega S20, Serial Number 71508 Crane and any and all proceeds thereof.
This financing statement is a Conditional Sale Contract and is not subject to recordation 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: Anne Arundel County - Maryland

By: L.B. Smith, Inc.
[Signature]
Signature(s) of Debtor(s)

By: Harnischfeger Corporation
[Signature]
Signature(s) of Secured Party(ies)
E.H. Perlewitz, Asst. Treasurer

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Mailed to Secured Party

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY

1985 JAN 18 AM 9:11

E. AUBREY COLLISON
CLERK

11.00 3

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) L.B. Smith, Inc. Baltimore-Washington Expressway & Dorsey Road Hanover, Maryland 21076	2. Secured Party(ies) and address(es) Harnischfeger Corporation 13400 Bishops Lane Brookfield, Wisconsin 53005	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #00925 D040 R01 T08:43 JAN 18 85
4. This financing statement covers the following types (or items) of property: One (1) P&H Model Omega S20, Serial Number 71515 Crane and any and all proceeds thereof. This financing statement is a conditional sale contract and is not subject to recordation 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 <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:		
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: Filed with: Anne Arundel County - Maryland		

L.B. Smith, Inc.
 By: [Signature]
 Signature(s) of Debtor(s)

Harnischfeger Corporation
 By: [Signature]
 Signature(s) of Secured Party(ies)
 E.H. Perlewitz, Asst. Treasurer

(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-1.

Mailed to Secured Party

RECEIVED FOR RECORD
 CIRCUIT COURT, ANNE ARUNDEL COUNTY
 1985 JAN 18 AM 9:11
 E. AUBREY COLLISON
 CLERK

11.00 3



BOOK - 481 PAGE 454

255217

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):
For Filing Officer (Date, Time, Number, and Filing Office)

1. Debtor(s) (Last Name First) and address(es)
L.B. Smith, Inc.
Baltimore-Washington
Expressway & Dorsey Road
Hanover, Maryland 21076

2. Secured Party(ies) and address(es)
Harnischfeger Corporation
13400 Bishops Lane
Brookfield, Wisconsin 53005

RECORD FEE 11.00
POSTAGE .50
#00926 C040 R01 T08:43
JAN 18 85

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

One (1) P&H Model Omega S20, Serial Number 71516
Crane and any and all proceeds thereof.

5. Assignee(s) of Secured Party and Address(es)

This financing statement is a Conditional Sale Contract
and is 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: Anne Arundel County- Maryland

L.B. Smith, Inc.

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

Harnischfeger Corporation

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

E.H. Perlewitz, Asst. Treasurer

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, ANN. COUNTY

1985 JAN 18 AM 9:12

E. AUBREY COLLISON
CLERK

1105

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. \$ -0-

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

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

1. DEBTOR

Name Summit Airlines, Inc.
Address Suite 302, Scott Plaza II/Philadelphia, PA 19113

2. SECURED PARTY

Name Strawbridge, George, Jr.
Address Scott Plaza II, Philadelphia, PA 19113
Glenn A. Gundersen, Esq., Dechert Price & Rhoads, 3400 Centre Square West, 1500 Market Street, Philadelphia, PA 19102

RECORD FEE 13.00
POSTAGE .50
#00931 D040 R01 T03:54
JAN 18 85

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)
The property in which the Secured Party has been granted a security interest by the Security Agreement dated August 27, 1984 between the Secured Party and the Debtor, said property being more particularly described in Exhibit "A" attached hereto and made a part hereof. Said property includes, but is not limited to, property which is or may be located at the sites listed on Exhibit "A".

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)

SUMMIT AIRLINES, INC.

BY: Thomas E. Nebiolo (Signature of Debtor)

Thomas E. Nebiolo, Vice President-Finance
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, D.A. COUNTY

1985 JAN 18 AM 9:12

E. AUBREY COLLISON
CLERK

1303

EXHIBIT A

All of debtor's assets, tangible and intangible, including all furniture, fixtures, machinery, equipment (including aircraft and related equipment together with all appurtenances, accessories, attachments and appliances now or hereafter installed in, affixed to or placed on such aircraft or used in connection therewith, all as more fully described below in paragraphs 1-7, accounts receivable, inventory, contract rights and general intangibles, wherever located, whether now in existence or hereafter acquired, and all substitutions, replacements, renewals, additions and accessions thereto to any thereof, and all proceeds of any of the foregoing, including all amounts payable under or pursuant to any insurance policies, condemnation or requisition proceedings or other dispositions of any of the foregoing.

1. One used Convair Model CV-580 Turboprop aircraft bearing Federal Aviation Administration Registration Number N531SA and Manufacturer's Serial Number 121. Engines: Allison 501-D-13D bearing Manufacturer's Serial Nos. 500716 (Position 1) and 500980 (Position 2). Propellers: Aero Products A6441FN-606A bearing Serial Nos. HC2274 (Position 1) and WY12357 (Position 2).
2. One used Convair Model CV-580 Turboprop aircraft bearing Federal Aviation Administration Registration Number N532SA and Manufacturer's Serial Number 163. Engines: Allison 501-D-13D bearing Manufacturer's Serial Nos. 501619 (Position 1) and 501808 (Position 2). Propellers: Aero Products A6441FN-606A bearing Serial Nos. WY12517 (Position 1) and HC2417 (Position 2).
3. One used Convair Model CV-580 Turboprop aircraft bearing Federal Aviation Administration Registration Number N533SA and Manufacturer's Serial Number 375. Engines: Allison 501-D-13D bearing Manufacturer's Serial Nos. 501538 (Position 1) and 501693 (Position 2). Propellers: Aero Products A6441FN-606A bearing Serial Nos. WY12020 (Position 1) and HC392 (Position 2).
4. One used Convair Model CV-580 Turboprop aircraft bearing Federal Aviation Administration Registration Number N534SA and Manufacturer's Serial Number 46. Engines: Allison 501-D-13D bearing Manufacturer's Serial Nos. 501605 (Position 1) and 500676 (Position 2). Propellers: Aero Products A6441FN-606A bearing Serial Nos. HC965 (Position 1) and RR10045 (Position 2).
5. One used Convair Model CV-580 Turboprop aircraft bearing Federal Aviation Administration Registration Number N535SA and Manufacturer's Serial Number 68. Engines: Allison 501-D-13D bearing Manufacturer's Serial Nos. 500719 (Position 1) and 501700 (Position 2). Propellers: Aero Products A6441FN-606A bearing Serial Nos. HC178 (Position 1) and HC900 (Position 2).

6. Spare Engines and Propellers. Engines: Allison 501-D-13D bearing Manufacturer's Serial Nos. 501585 (Position 1) and 500809 (Position 2). Propellers: Aero Products A6441FN-606A bearing Serial Nos. HC2390 (Position 1) and HC2482 (Position 2).

Sites where the property is or may be located:

Summit Airlines, Inc.
P. O. Box 8685
Cargo Building C
Baltimore-Washington International Airport
Baltimore, Maryland 21240

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 August 27, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Summit Airlines, Inc.

Address Scott Plaza II, Suite 302, Philadelphia, PA 19113

2. SECURED PARTY

Name Richard C. duPont, Jr.

Address Summit Aviation, Summit Airpark, Middletown, DE 19709
Dechert Price & Rhoads, 3400 Centre Square West, 1500 Market Street,
Philadelphia, PA 19102

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

RECORD FEE 13.00
 POSTAGE .50
 #00932 0040 R01 T08:55
 JAN 18 85

3. Maturity date of obligation (if any) _____

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

The property in which the Secured Party has been granted a security interest by the Security Agreement dated August 27, 1984 between the Secured Party and the Debtor, said property being more particularly described in Exhibit "A" attached hereto and made a part hereof. Said property includes, but is not limited to, property which is or may be located at the sites listed on Exhibit "A".

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)
 SUMMIT AIRLINES, INC.

Mailed to Secured Party

(Signature of Debtor)

Thomas E. Nebiolo, ^{CONTROLLER} Vice President - Finance

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
 CIRCUIT COURT, D.A. COUNTY

1985 JAN 18 AM 9:12

E. AUBREY COLLISON
 CLERK



1300

EXHIBIT A

All of debtor's assets, tangible and intangible, including all furniture, fixtures, machinery, equipment (including aircraft and related equipment together with all appurtenances, accessories, attachments and appliances now or hereafter installed in, affixed to or placed on such aircraft or used in connection therewith, all as more fully described below in paragraphs 1-7, accounts receivable, inventory, contract rights and general intangibles, wherever located, whether now in existence or hereafter acquired, and all substitutions, replacements, renewals, additions and accessions thereto to any thereof, and all proceeds of any of the foregoing, including all amounts payable under or pursuant to any insurance policies, condemnation or requisition proceedings or other dispositions of any of the foregoing.

1. One used Convair Model CV-580 Turboprop aircraft bearing Federal Aviation Administration Registration Number N531SA and Manufacturer's Serial Number 121. Engines: Allison 501-D-13D bearing Manufacturer's Serial Nos. 500716 (Position 1) and 500980 (Position 2). Propellers: Aero Products A6441FN-606A bearing Serial Nos. HC2274 (Position 1) and WY12357 (Position 2).

2. One used Convair Model CV-580 Turboprop aircraft bearing Federal Aviation Administration Registration Number N532SA and Manufacturer's Serial Number 163. Engines: Allison 501-D-13D bearing Manufacturer's Serial Nos. 501619 (Position 1) and 501808 (Position 2). Propellers: Aero Products A6441FN-606A bearing Serial Nos. WY12517 (Position 1) and HC2417 (Position 2).

3. One used Convair Model CV-580 Turboprop aircraft bearing Federal Aviation Administration Registration Number N533SA and Manufacturer's Serial Number 375. Engines: Allison 501-D-13D bearing Manufacturer's Serial Nos. 501538 (Position 1) and 501693 (Position 2). Propellers: Aero Products A6441FN-606A bearing Serial Nos. WY12020 (Position 1) and HC392 (Position 2).

4. One used Convair Model CV-580 Turboprop aircraft bearing Federal Aviation Administration Registration Number N534SA and Manufacturer's Serial Number 46. Engines: Allison 501-D-13D bearing Manufacturer's Serial Nos. 501605 (Position 1) and 500676 (Position 2). Propellers: Aero Products A6441FN-606A bearing Serial Nos. HC965 (Position 1) and RR10045 (Position 2).

5. One used Convair Model CV-580 Turboprop aircraft bearing Federal Aviation Administration Registration Number N535SA and Manufacturer's Serial Number 68. Engines: Allison 501-D-13D bearing Manufacturer's Serial Nos. 500719 (Position 1) and 501700 (Position 2). Propellers: Aero Products A6441FN-606A bearing Serial Nos. HC178 (Position 1) and HC900 (Position 2).

BOOK - 181 PAGE 460

6. Spare Engines and Propellers. Engines: Allison 501-D-13D bearing Manufacturer's Serial Nos. 501585 (Position 1) and 500809 (Position 2). Propellers: Aero Products A6441FN-606A bearing Serial Nos. HC2390 (Position 1) and HC2482 (Position 2).

Sites where the property is or may be located:

Summit Airlines, Inc.
P. O. Box 8685
Cargo Building C
Baltimore-Washington International Airport
Baltimore, Maryland 21240

FINANCING STATEMENT

This Financing Statement is presented to the Clerk of the Circuit Court for Anne Arundel County, Maryland for filing pursuant to the Uniform Commercial Code.

<u>Name of Debtor</u>	<u>Address</u>
1. Harold W. Stone & Pamela T. Stone	336 Locust Thorn Court Millersville, Maryland 21108

<u>Name of Secured Party</u>	<u>Address</u>
4. Lomas & Nettleton Co.	121 N. Broad Street Phila., Pa. 19107

3. This Financing Statement covers the following items of property:

Refrigerator	Range/Oven	Disposal
Dishwasher		

4. This Financing Statement is not subject to a Recordation Tax.

5. This Financing Statement is intended to evidence among the Financing Records the encumbrance of the items listed herein by a deed of trust from the aforesaid debtors securing the aforesaid secured party, dated and recorded simultaneously herewith (or prior hereto) among the Land Records of Anne Arundel County, Maryland.

EXECUTED THIS 3rd DAY OF Jan. 1985

Harold W. Stone

BY Dawn A. Howe
Dawn A. Howe

PAMELA T. STONE by
Harold W. Stone A.H.H.
(Debtors)
IN FACT

ATTEST: Wanda Y. Stewart
Wanda Y. Stewart

(Secured Party)

RECEIVED FOR RECORD
CIRCUIT COURT - ANNE ARUNDEL COUNTY
1985 JAN 18 AM 10:30
E. AUBREY COLLISON
CLERK

RECORD FEE 13.00
#79942 0055 R02 110:25
JAN 18 85

After recordation please return this document to:

The Lomas & Nettleton Company
121 N. Broad Street
Philadelphia, Pennsylvania 19107

E-52

152

1300

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 Anne Arundel County, MD

Record in:

- SDAT
- Montgomery County
- Prince George's County
- Other Anne Arundel County, MD

NAME	Street	ADDRESS	City	State
1. Debtor(s)				
Brown's Maryland Motors, Inc.				
7167 Ritchie Highway, Glen Burnie, MD 21061				

2. Secured Party: SUBURBAN BANK
 6610 Rockledge Drive, Bethesda, MD 20817
 Attn: Loan Administration

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

RECORD FEE 12.00
 .50
 #00972 C345 R01 T10:44
 JAN 18 85

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: property described in Deed dated 9/25/71 recorded in Liber 2444, Folio 521; Deed dated 11/18/71 recorded in *
 Title Owner of Real Estate: Wilbur Hodges

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)
By: <u>William C. Appleby, Assistant Vice President</u>	BROWN'S MARYLAND MOTORS, INC. Mailed to Secured Party
Type Name _____	By: <u>Edward Dreiband</u>
Title _____	_____

* Liber 2451, Folio 515; Deed dated 1/29/75 recorded in Liber 2734, Folio 258; Deed dated 8/3/78 recorded in Liber 3109, Folio 768; Deed dated 6/7/79 recorded in Liber 3208, Folio 339 among the Land Records of Anne Arundel County, Maryland and known as 7167 Ritchie Highway, Glen Burnie, Maryland 21061 and containing approximately 3.75 acres.

1985 JAN 18 AM 10:47
 E. AUBREY COLLISON
 CLERK
 ANNE ARUNDEL COUNTY
 (KP)

12.50

SCHEDULE A

PAGE - 481 PAGE 483

All of the accounts receivable, accounts, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor except however, any accounts receivable resulting from sales of new motor vehicles and/or the proceeds from such sales or receivables; all other obligations or indebtedness owed to Debtor from whatever source arising except as hereinabove otherwise provided; all rights of Debtor to receive any payment in money or kind; all automobile parts and accessories, 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 therewith.

All inventory of the Debtor and all goods (as defined as the Commercial Law Article, Maryland Annotated Code, which incorporates the Uniform Commercial Code) except new motor vehicles, and used motor vehicles, parts, accessories and options now owned or hereafter acquired by the Debtor, which are held for sale or lease by the Debtor or are furnished or to be furnished by the Debtor under contracts of service, (b) all proceeds and products from the sale or other disposition of such goods, including all goods returned, repossessed, or acquired by the Debtor by way of substitution or replacement, and all additions and accessions thereto, and all documents and instruments (as those terms are defined in the Uniform Commercial Code) covering such goods; (c) except new motor vehicles, all the Debtor's rights as an unpaid seller, including stoppage in transit, detinue and reclamation; and (d) all of the above owned by the Debtor or in which the Debtor now has or in which the Debtor may hereafter acquire an interest, whether in transit or in the Debtor's constructive or actual possession or held by the Debtor or others for the Debtor's account (including any of the above held on consignment), including, without limitation, all of the above which may be located on the Debtor's premises or upon the premises of any carriers, forwarding agents, truckers, warehousemen, vendors, selling agents or other third parties who may have possession, temporary or otherwise, thereof.

All equipment, machinery and other goods and tangible property of the Debtor now or hereafter acquired, wherever located, used by the Debtor in the operation of its business as a motor vehicle dealership or motor vehicle repair facility, including but not limited to, all hydraulic pumps, paint booths, paint mixers, frame straighteners, lifts, hoists, jacks, body shop equipment, quonset huts, front end machinery, pipe bending machines, Porta Brake Shop, wheel balancers, vacuum equipment, and signs.

1984 DEC 21 A 10:37

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 253872

RECORDED IN LIBER 477 FOLIO 583 ON September 21, 1984 (DATE)

1. DEBTOR

Name Dunn Development Company, Inc.
Address 126 West Street, Annapolis, Maryland 21401

2. SECURED PARTY

Name Second National Building & Loan, Inc.
Address P. O. Box 2558, Salisbury, Maryland 21801
Ronald E. Council, Esq., Hartman and Crain, P.A.
P. O. Box 3323, Annapolis, Maryland 21403

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

3. Maturity date of obligation (if any)

RECORD FEE 10.00
POSTAGE .50
#01014 0040 R01 T12:25
JAN 18 85

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 checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: See the description below</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.)</p>

BEING KNOWN AND DESIGNATED as Lot Number 49, as shown on a Plat entitled "Plat Two, Georgetown Grove", recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 82, folio 49.
BEING FURTHER DESIGNATED as Lot Number 49, as shown on a Plat entitled "Amended Plat Two, Georgetown Grove", recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 94, folio 49.
BEING part of the property acquired by Dunn Development Company, Inc. from Matthew S. Evans, Jr., Trustee, by Deed dated June 3, 1981, and recorded among the Land Records of Anne Arundel County, Maryland in Liber WCL 3414, folio 38.

Dated December 11, 1984

Donna M. Pittman
(Signature of Secured Party)

RETURN TO:
Hartman & Crain, P.A.
P. O. Box 3323
Annapolis, Maryland 21403-0323

Donna M. Pittman, Vice President
Type or Print Above Name on Above Line

Mailed to:

-T3457-
REC

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

KP

1985 JAN 18 PM 12:25

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)
Blanton, Harvey B.
Blanton, Elizabeth S.
1/16 Reynolds St.
Crofton, MD 21114

2. Secured Party(ies) and address(es)
Capital Housing Partners-CLII
Limited Partnership
c/o C.R.I., Inc.
11300 Rockville Pike
Rockville, MD 20852
Attention: Jerry Herman, Esquire

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

RECORD FEE 12.00
POSTAGE .50
#01041 0040 R01 T14:17
JAN 18 85

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

Debtor's limited partnership interest in Capital Housing Partners-CLII Limited Partnership, a District of Columbia limited partnership, including all of Debtor's rights and interest in said limited partnership and any successor limited partnership and under the limited partnership agreement relating thereto.

5. Assignee(s) of Secured Party and Address(es)

Maryland Recordation tax is not applicable.

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

Harvey B. Blanton
By: *Elizabeth S. Blanton*
Signature(s) of Debtor(s)

Capital Housing Partners-CLII Limited Partnership
By: R.E.H., Inc., Managing General Partner

Jerry Herman
By: *Nancy J. Tuck*
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

12.00/50

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY

1985 JAN 18 PM 2:22

E. AUBREY COLLISON
CLERK

BOOK - 481 PAGE 466

255254

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) Egloff, Allen C. Egloff, Linda A. 711 White Swan Dr. Arnold, MD 21012	2. Secured Party(ies) and address(es) Capital Housing Partners-CLII Limited Partnership c/o C.R.I., Inc. 11300 Rockville Pike Rockville, MD 20852 Attention: Jerry Herman, Esquire	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 POSTAGE .50 NO1042 C040 R01 T14:18 JAN 18 85
4. This financing statement covers the following types (or items) of property: Debtors limited partnership interest in Capital Housing Partners-CLII Limited Partnership, a District of Columbia limited partnership, including all of Debtor's rights and interest in said limited partnership and any successor limited partnership and under the limited partnership agreement relating thereto. Maryland Recordation tax is not applicable.		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:

<p>By: <u>Linda A. Egloff</u> <u>Allen C. Egloff</u> Signature(s) of Debtor(s)</p>	<p>Capital Housing Partners-CLII Limited Partnership By: R.E.H., Inc., Managing General Partner</p> <p>By: <u>Nancy [Signature]</u> Signature(s) of Secured Party(ies)</p>
--	--

(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-1. 1280/50

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1985 JAN 18 PM 2:22
E. AUBREY COLLISON
CLERK



BOOK - 481 PAGE 467

255255

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) Houchin, David Houchin, Donna 722 White Swan Dr. Arnold, MD 21012	2. Secured Party(ies) and address(es) Capital Housing Partners-CLII Limited Partnership c/o C.R.I., Inc. 11300 Rockville Pike Rockville, MD 20852 Attention: Jerry Herman, Esquire	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 POSTAGE .50 #01043 0040 R01 T14:18 JAN 18 85
--	--	--

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

Debtor's limited partnership interest in Capital Housing Partners-CLII Limited Partnership, a District of Columbia limited partnership, including all of Debtor's rights and interest in said limited partnership and any successor limited partnership and under the limited partnership agreement relating thereto.

Maryland Recordation tax is not applicable.

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:

<p>By: <u>David W. Houchin</u> <u>Donna L. Houchin</u> Signature(s) of Debtor(s)</p>	<p>Capital Housing Partners-CLII Limited Partnership By: R.E.H., Inc., Managing General Partner</p> <p>By: <u>Jerry Herman</u> <u>Harry J. ...</u> Signature(s) of Secured Party(ies)</p>
--	---

(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-1. 200

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY
1985 JAN 18 PM 2:22
E. AUBREY COLLISON
CLERK

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)
 Airport Gulf Service Center P.O. Box 8729
 Baltimore, Md. 21240
 Oak & Elm Rd.
 Baltimore, Md. 21240

RECORD FEE 11.00
 POSTAGE .50
 #01049 0040 R01 T14:31
 JAN 18 1985

6 Secured Party Address
 Maryland National Bank 1713 West St.
 Attention: B. Williams 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.

Airport Gulf Service Center
Robert L. Atwood (Seal)
 Robert L. Atwood, Proprietor

Secured Party
 Maryland National Bank
Bonnie L. Williams (Seal)
 Bonnie L. Williams, Asst. 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.



RECEIVED FOR RECORD
CIRCUIT COURT, ANN. COUNTY

1985 JAN 18 PM 2:36

E. AUBREY COLLISON
CLERK

1100

File state

90-000017

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. BOOK - 481 PAGE 469

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

255257

Name JACK GRAY TRANSPORT, INC.

Address 4600 E. 15th Avenue, Gary, Indiana 46403

2. SECURED PARTY

Name First Eastern Leasing Corp.

Address 30 E. Padonia Road

Timonium, Md. 21093

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- Qlip 2210 #4100256

RECORD FEE 11.00
#01076 C040 R01 T15:44
JAN 18 85

Location Address: Route 3 and 178
Glen Burnie, MD 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)

Clyde E. Griffin, Jr.
(Signature of Debtor)

CLYDE E. GRIFFIN, JR., Terminal Manager
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, BALTIMORE COUNTY

1985 JAN 18 PM 3:44

E. AUBREY COLLISON
CLERK

Louis E. Neutze
(Signature of Secured Party)

Louis E. Neutze, Vice Pres.

Type or Print Above Signature on Above Line

11/2

TO BE RECORDED IN THE
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

1. Debtor: Address:
 JAMES C. FOOTE P. O. Box 46
 Annapolis, Maryland 21404

2. Secured Party: Address: RECORD FEE 27.00
 SECOND NATIONAL BUILDING P. O. Box 2558 POSTAGE .50
 & LOAN, INC. Salisbury, MD 21801 #01088 0040 R01 115:55
 ATTN: William F. Brooks, Jr. JAN 18 85

3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles hereafter owned by Debtor and located in or upon any interest or estate in land described in Exhibit A or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the buildings and any and all renewals and replacements thereof and any substitution for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land;

(b) And the reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all rights and interest of Debtor in and to any and all leases with respect to the aforesaid land and properties, or any portion thereof, and all rental or other payments which may be due and owing from any persons, firms or corporations which may lease or occupy any portion of the above described premises and all the estate, rights, title, interest and claim whatsoever, at law as well as in equity, which the Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in proceeds of insurance with respect to the property and the fixtures (or property deemed to be fixtures as identified in the preceding paragraph) and any and all awards made to Debtor

RECORDED IN THE
PUBLIC RECORDS DEPARTMENT

1985 JAN 18 PM 3:56



Mailed to Secured Party

27.10
58

WILLIAM F. BROOKS, JR.
ATTORNEY AT LAW

for the taking by eminent domain or by any preceeding or purchase in lieu thereof, of the whole or of any part of the herein described land.

4. The aforesaid items are included as security in a Leasehold Deed of Trust, Assignment of Lease & Additional Security Assignment of Leases executed even date hereto between the Secured Party and the Debtor and recorded or intended to be recorded among the Financing Statement Records of the Anne Arundel County, Maryland.

5. Proceeds of the collateral are also covered hereunder.

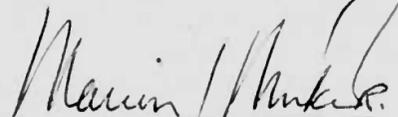
6. Property description: See attached Exhibit A.

Debtors:

 (SEAL)
JAMES C. FOOTE

Secured Party:

SECOND NATIONAL BLDG. & LOAN, INC.

BY:  (SEAL)
MARION J. MINKER, JR.
Senior Vice President

Dated: December 29, 1984

MR. CLERK: Return to:

Edward O. Wayson, Jr., Esq.
DOWNS, WAYSON & KLOS, P.A.
77 West Street, P. O. Box 428
Annapolis, Maryland 21404

EXHIBIT A
Property Description

BOOK - 481 PAGE 472

FIRST PARCEL:

BEGINNING for the same at a point on the Southwest side of Sixth Street, 148 feet 9 inches from the Southwest corner of said Sixth Street (formerly First Street, in the Village of Eastport) and Bay Ridge Avenue and running from thence Southwesterly 100 feet, and then Northwesterly and parallel with said Sixth Street, 20 feet, thence Northeasterly and parallel with the first line of this description 100 feet to the Southwest side of said Sixth Street, thence with the Southwest side of Sixth Street, Southwesterly 20 feet to the point of beginning: BEING KNOWN AND DESIGNATED as 402 Sixth Street, Annapolis, Maryland.

SUBJECT to the use in common with others of an alley 5-1/2 feet wide lying on the Southeast side and line of the property.

BEING the same property acquired by the Borrowers herein from Alma E. Tyler, widow, by deed dated October 23, 1967, and recorded among the Land Records of Anne Arundel County to Liber M.S.H. 2114, folio 561.

SECOND PARCEL:

BEGINNING for the same at a point on the Southwest side of said First Street, 88 feet from the West corner of said First Street and the County Road leading from Eastport to Thomas' Point and running thence Northwesterly with the Southwest side of said First Street, 40 feet 9 inches to the property heretofore conveyed to William C. Fowler and wife by Vito Savoca and wife; thence with the division line of said property Southwesterly 100 feet; thence at right angles Southeasterly 40 feet 9 inches; thence at right angles Northeasterly 100 feet to the southwest side of said First Street and the point of beginning.

THIRD PARCEL:

BEGINNING for the same at a point on the Southeast side of said First Street, 128 feet 9 inches from the Southwest corner of said First Street and Bay Ridge Avenue and running from thence southwesterly 100 feet; thence Northwesterly and parallel with said First Street 20 feet to the division line of the property conveyed to Washington Cannon and wife by the said Vito Savoca and wife; and running thence with said division line Northeasterly 100 feet to the Southwest side of said First Street; thence with the Southwest side of said First Street, Southwesterly 20 feet to the point of beginning.

THE ABOVE SECOND AND THIRD PARCELS BEING the same property acquired by the Borrowers herein from Margaret Natalie Swigart, individually and as Trustee under the Last Will and Testament of Margaret A. Williams; Oral Raymond

Swigart, Sr., her husband, William Thomas Williams, II, and Doris Jeannette Williams, his wife; Ronald Thomas Williams and Patricia Ann Williams, his wife, by Deed dated October 29, 1964, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1807, folio 521.

FOURTH PARCEL:

BEGINNING for the same at an iron pipe found on the West Side of Sixth Street at the beginning of the last line of the conveyance from George W. Riley and Jennie F. Riley to Louis Schurr and Louise Schurr by deed dated May 13, 1922, and recorded among the aforesaid Land Records in Liber W.N.W. 56, folio 108; said point being at the beginning point of the conveyance from Douglas and Leona Russell, et al., to Jene Irving and Audrey Leona Bjorntwedt by deed dated April 1, 1959, and recorded among the said Land Records in Liber G.T.C. 1284, folio 326; and running from said beginning point so fixed and with the last line of the conveyance to Louis Schurr along the west side of Sixth Street, South $40^{\circ} 08' 40''$ East 43.26 feet to a point on the edge of the concrete sidewalk on the North side of Bay Ridge Avenue; thence continuing with the last line of said conveyance and crossing said sidewalk, South $40^{\circ} 08' 40''$ East 4.74 feet to a point at the end of said line in the bed of Bay Ridge Avenue, as now used; thence with the first line of said description along the side of Bay Ridge Avenue, as called for in said deed, South $53^{\circ} 10' 20''$ West 99.71 feet; thence with the second line of said conveyance, crossing the curb and sidewalk, North $40^{\circ} 24' 30''$ West 4.14 feet to the North edge of said sidewalk at a point where the first line of the conveyance from Louis M. Strauss, Trustee, et al., to Charles Henry Francis Revelle, et al., by deed dated January 13, 1949, and recorded among the said Land Records in Liber J.H.H. 511, folio 198, intersects the North edge of said sidewalk; thence with part of said line and with the second line of the above mentioned conveyance to Schurr, North $40^{\circ} 24' 30''$ West 43.86 feet to an iron pipe found at the end of the South $62^{\circ} 42'$ West 100.0 foot line of the above mentioned conveyance to Bjorntwedt; thence with said line, reversely, as corrected to Annapolis Grid North, North $53^{\circ} 30' 50''$ East 99.93 feet to the place of beginning. SUBJECT, nevertheless, to the Easement created by the construction of the concrete sidewalk on the North side of Bay Ridge Avenue across the herein described, as shown on a Plat of a survey made by J. R. McCrone, Jr., Inc., Registered Surveyors, dated November 15, 1965.

BEING the same property acquired by the Borrowers herein from William L. Schurr and Lillian M. Schurr, his wife, by deed dated February 3, 1966, and recorded among the aforesaid Land Records in Liber L.N.P. 1944, folio 372.

FIFTH PARCEL:

BEING KNOWN AND DESIGNATED as Lots 12 and 13 on Plat B of the property of William H. Burns, recorded among the Land Records of Anne Arundel County in Liber G.W. 49, folio 436.

BEING the same property acquired by the Borrowers herein from W. Wesley Atwell and Emma V. Hurley Atwell, his wife, by deed dated August 6, 1959, and recorded among the said Land Records in Liber G.T.C. 1319, folio 544.

SIXTH PARCEL:

ALL THAT lot of ground situate on the South corner of Sixth Street (formerly First Street) and Severn Avenue, in Eastport, with a frontage on the Southwest side of said Sixth Street (formerly First Street) of 40 feet and a uniform depth therefrom in a Southwest direction of 100 feet; BEING KNOWN AND DESIGNATED as No. 400 Sixth Street, Eastport, Annapolis, Maryland.

BEING the same property acquired by the Borrowers herein from Joseph T. Talley and Annie L. Talley, his wife, by deed dated November 21, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 982, folio 167.

SEVENTH PARCEL:

ALL THAT lot of ground situate on the Southeast side of Severn Avenue Extended, in the Village of Eastport: BEING KNOWN AND DESIGNATED as a part of Lots Nos. 3 and 4 of Plat "B" of the subdivision of a part of the lands of William H. Burns, and described as follows:

BEGINNING for the same at a point on the Southeast side of said Severn Avenue Extended 100 feet from the South intersection of said Avenue and First Street and running from thence with the Southeast side of said Severn Avenue Extended Southwesterly 60 feet; thence Southeasterly 152 feet; thence Northeasterly 50 feet; thence Northwesterly 150 feet, more or less, to the Southeast side of said Severn Avenue Extended and the place of beginning; KNOWN AS 607 Severn Avenue, Eastport, Annapolis, Maryland.

BEING the same property acquired by the Borrowers herein from Fannie H. Brown, widow, by deed dated August 8, 1956, and recorded among the aforesaid Land Records in Liber G.T.C. 1052, folio 103.

EIGHTH PARCEL:

ALL THAT parcel of ground situate, lying and being in the Sixth Taxing District of Anne Arundel County, and described as follows:

BEGINNING for the same at an iron pipe now set on the Westerly side of Sixth Street (formerly First Street), the said iron pipe and place of beginning is distance North $30^{\circ} 50'$ West 47.45 feet from the point of intersection formed by the Westerly side of said Sixth Street and the Northerly curb line of Bay Ridge Avenue, the said iron pipe and place of beginning is also distant South $62^{\circ} 42'$ West 7.2 feet from the Westerly curb line of the said Sixth Street; thence running from the beginning point so fixed leaving the said Sixth Street as now surveyed, South $62^{\circ} 42'$ West 100 feet to another iron pipe now set; thence North $31^{\circ} 15'$ West 40.85 feet to another iron pipe now set; thence North $63^{\circ} 12'$ East 100.3 feet to another iron pipe now set on the Westerly side of the first mentioned Sixth Street; the said iron pipe is distant South $63^{\circ} 12'$ West 7.2 feet from the aforementioned Westerly curb line on the aforesaid Sixth Street; thence

running along the Westerly line of said Sixth Street, South 30° 50' East 40 feet to the place of beginning. Improvements thereon being known as No. 408 Sixth Street. Being a part of Lots 1 and 2 on Plat B of the property of William H. Burns.

BEING the same property acquired by the Borrowers herein from Jene Irving Bjorntwedt and Audrey Leona Bjorntwedt, his wife, by deed dated October 27, 1969, and recorded among the Land Records of Anne Arundel County in Liber M.S.H. 2312, folio 34.

NINTH PARCEL:

BEGINNING for the same at a point on the Southeast side of Severn Avenue extended, near Eastport, distant 260 feet from the Southern corner of Severn Avenue and First Street, in a Southwest direction and running thence Southwesterly with said Severn Avenue extended 110.5 feet to Spa Street (also known as Burnside Street); thence Southeast 150 feet to the Northwest corner of Lot No. 9, on the plat hereinafter mentioned; thence Northeasterly 139.5 feet; thence Northwesterly 138 feet to the point of beginning; BEING Lots Nos. 10 and 11 on Plat B, filed among the Land Records aforesaid in Liber G.W. 49, folio 436; the improvements thereon known as 619 Severn Avenue, Annapolis, Maryland.

BEING the same property acquired by the Borrowers herein from Agnes Oktavec, et al., by deed dated December 22, 1969 and filed among the said Land Records in Liber M.S.H. 2323, folio 93.

TENTH PARCEL:

BEGINNING ON THE Northwest side of the County Road leading from Eastport to Thomas Point, 100 feet Southwest from the West corner of said Road and First Street (now known as Sixth Street); thence Northwest 100 feet, Southwest 50 feet, and Southeast 100 feet, more or less, to said County Road; thence with said County Road Northeast 50 feet to the place of beginning. The improvements thereon being known as No. 608 Bay Ridge Avenue, Annapolis, Maryland.

BEING the same property acquired by the Borrowers herein from Nellie Mae Revelle, widow, by deed dated August 17, 1971, and recorded among the aforesaid Land Records in Liber M.S.H. 2429, folio 547.

ELEVENTH PARCEL:

BEGINNING for the same at an iron pipe here found on the easterly side of Burnside Street, said iron pipe marks the northwestmost corner of Lot 9, as shown on a Plat known as Plat B, William Burn's Property, made by E. Lacy Chinn, Surveyor, January 23, 1903; recorded among the Plat Records of Anne Arundel County; said point of beginning is also the northwest corner in that lot of conveyance from William H. Burns and wife to Eva R. Williams by Deed dated October 16, 1905, and recorded among the Land Records of Anne Arundel County in Liber G.W. 46, folio 277; thence from the point of beginning so fixed binding on and with the rear lot line of Lots 8 and 9, North 72° 12'

40" East 90.86 feet to an iron pipe here set in a fence line that marks the division lines between Lots 7 and 8, as shown on the above mentioned Plat; thence binding on and with the division line between Lots 7 and 8, and also the herein named fence line, South 27° 47' 20" East 143.97 feet to the previously established right-of-way line, the northern side, Bay Ridge Avenue; thence binding on and with the northerly side of Bay Ridge Avenue, South 65° 31' 40" West 124.86 feet to a point here established, which marks the intersection of said side of Bay Ridge Avenue with the easterly side of Burnside Street, as it now exists; thence leaving said side of Bay Ridge Avenue and binding on the easterly side of Burnside Street, North 14° 49' 20" West 156.53 feet to the point of beginning. CONTAINING 0.37 of an acre of land, more or less. The improvements thereon being known as No. 628 Bay Ridge Avenue.

BEING the same property acquired by the Borrowers herein from Tomas Rodriguez and Virginia Rodriguez, his wife, by Deed dated April 5, 1972, and recorded among the Land Records of Anne Arundel County in Liber M.S.H. 2479, folio 830.

TWELFTH PARCEL:

BEGINNING for the same at a point on the Northwest side of said Bay Ridge Avenue distant in a Southwesterly direction two hundred fifty feet from the West corner of said Avenue and First Street, and running thence Southwesterly with the said side of said Avenue fifty feet, thence Northwesterly one hundred fifty feet, thence Northeasterly fifty feet, thence Southeasterly one hundred forty-five feet to the Northwest side of said Bay Ridge Avenue and the point of beginning. The improvements thereon being known as No. 618 Bay Ridge Avenue.

BEING the same property acquired by the Borrowers herein from WILLIE ROWE and JEANNE W. ROWE, his wife, by Deed dated May 6, 1974, and recorded among the Land Records of Anne Arundel County in Liber W.G.L. 2672, folio 840.

FINANCING STATEMENT

TO BE RECORDED AT:

Circuit Court for Anne Arundel County -
Financing Statement & Receipts

SUBJECT TO
RECORDATION TAX

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

- | | | | |
|----|---------------------------------------|--|-------------------------------------|
| 1. | NAME AND ADDRESS
OF DEBTOR: | SEYMOUR WEINER, M.D., P.A.
9105 Franklin Square Drive
<u>Baltimore, Maryland 21237</u> | |
| 2. | NAME AND ADDRESS
OF SECURED PARTY: | BALTIMORE COUNTY, MARYLAND
County Office Building
Towson, Maryland 21204 | RECORD FEE 17.00
POSTAGE .50 |
| 3. | NAME AND ADDRESS
OF ASSIGNEE: | MARYLAND NATIONAL BANK
Blakely Professional Building
8817 Belair Road
Suite 211
Baltimore, Maryland 21236
Attn: Wendy Lance | #01096 0040 R01 TOP:03
JAN 21 84 |

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

(a) The interest of the Debtor in all of the equipment listed on Exhibit A attached hereto and made a part hereof (the "Equipment"), whether now owned or hereafter acquired by the Debtor and wherever located, together with all alterations, additions, accessions, and improvements thereto, substitutions therefor and renewals and replacements thereof (collectively, "Additions"); and together with all Proceeds (hereinafter defined) thereof.

(b) The interest of the Debtor in all machinery, equipment and tangible personal property of every kind and nature whatsoever, including (without limitation) the Equipment, whether now owned or hereafter acquired by the Debtor, wherever located, together with all Additions thereto (collectively, the "Equipment Collateral"), and all Proceeds thereof.

(c) The interest of the Debtor in the Escrow Fund created under and defined in the Financing Agreement (hereinafter defined).

RECEIVED FOR RECORD
CIRCUIT COURT... ANNE ARUNDEL COUNTY
1985 JAN 21 AM 9:17
E. AUGREY COLLISON
CLERK

175
30

(d) The interest of the Debtor in all of the following property of the Debtor:

(i) all accounts, whether now owned or hereafter acquired by the Debtor, and all Proceeds thereof;

(v) all machinery and equipment, whether now owned or hereafter acquired by the Debtor and wherever located, and all Proceeds thereof.

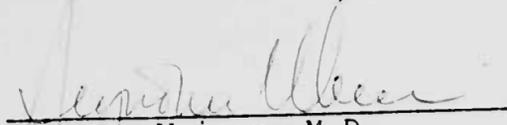
5. Proceeds of the collateral are also covered. As used in this Financing Statement, "Proceeds" means all proceeds and products within the meaning of the Maryland Uniform Commercial Code, and shall include the proceeds of any and all insurance policies.

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 Loan and Financing Agreement dated as of December 1, 1984 (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 Economic Development Revenue Bond (Seymour Weiner, M.D., P.A. Facility), 1984 Series (the "Bond"), which Bond does not constitute an indebtedness or charge against the general credit or taxing powers of the Secured Party, and does not constitute or give rise to any pecuniary liability of the Secured Party.

Debtor:

SEYMOUR WEINER, M.D., P.A.

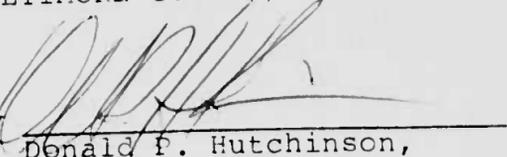
By


Seymour Weiner, M.D.,
President

Secured Party:

BALTIMORE COUNTY, MARYLAND

By


Donald P. Hutchinson,
County Executive

Filing Officer: Return to: John A. Stalfort, Esquire
Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202

SUBJECT TO RECORDATION TAX ON A DEBT IN THE PRINCIPAL AMOUNT OF \$1,000,000. THE DEBTOR CERTIFIES THAT WITH THE FILING OF THIS FINANCING STATEMENT OR A DUPLICATE OF THIS FINANCING STATEMENT, RECORDATION TAX ON THE DEBT HAS BEEN PAID TO THE CLERK OF THE CIRCUIT COURT OF BALTIMORE COUNTY.

\$1,000,000
BALTIMORE COUNTY, MARYLAND
INDUSTRIAL DEVELOPMENT REVENUE BONDS
(SEYMOUR WEINER, M.D., P.A. FACILITY)
SERIES 1984

Exhibit A

Description of Equipment

Clinac 1800 Linear Accelerator, including accessories and peripheral devices

Cap-Plan RT-108 Radiation Treatment Planning System, including Nova 4/S CPU, disk drives, terminal, input device, plotter and console, and related accessories and peripheral devices

DO NOT RECORD AMONG LAND RECORDS

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

1. Debtors:

Address:

William M. & Melva J. Paul
George R. and Betty Lou Prasch

406 Tydings ~~James~~ Court
Glen Burnie, MD 21061

2. Secured Parties:

Address of all Secured Parties:

Second National Building & Loan, Inc.
William F. Brooks, Jr., Trustee
Donna M. Pittman, Trustee

c/o Second National Building & Loan, Inc.
Phillip Morris Drive & Route 50
Salisbury, Maryland 21801

3. This Financing Statement covers:

All appliances, fixtures, furniture, furnishings and equipment now or hereafter located in or upon the property described in Paragraph 6 below.

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.

RECORD FEE 14.00
POSTAGE .50

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 are located is known as:

#01097 0040 R01 TOP:04

Unit # 1 Ocean Manor Condominium, 12207 Wight Street, Ocean City, MD 21842

Debtors:

JAN 21 84

William M. Paul
WILLIAM M. PAUL

Melva J. Paul
MELVA J. PAUL

George R. Prasch
GEORGE R. PRASCH

Betty Lou Prasch
BETTY LOU PRASCH

Mailed to Secured Party

TO THE FILING OFFICER: After this statement has been recorded, PLEASE MAIL TO: Second National Building & Loan, Inc., Phillip Morris Drive & Route 50, Salisbury, Maryland 21801.

1400 30

RECEIVED FOR RECORD
CIRCUIT COURT, W. COUNTY
1985 JAN 21 AM 9:17
E. AUBREY COLLISON
CLERK

 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) Gattner, Dr. Richard R. 1277 Green Holly Drive Annapolis, Anne Arundel Co., MD 21401		Secured Party Name and Address C.I.T. Leasing Corporation 1301 York Road Lutherville, MD 21093
Assignee of Secured Party C.I.T. Corporation		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: <small>Describe fully, giving Year and Make, Model, Motor or Serial No., etc.</small> SEE SCHEDULE A ATTACHED HERETO AND FORMING A PART HEREOF.		
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.		
Debtor(s) Dr. Richard R. Gattner		Secured Party C.I.T. Leasing Corporation
By <u><i>Richard R. Gattner</i></u> Title _____ <small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small>		By <u><i>Joseph C. Sidkie</i></u>
<u>Richard GATTNER</u> <small>Type or print name(s) of person(s) signing</small>		<u>Joseph C Sidkie</u> <small>Type or print name of person signing</small>

RECORD FEE 11.00
 POSTAGE 50
 401103 0040 R01 10:11
 JAN 21 84

RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY

1985 JAN 21 AM 9:18

E. AUBREY COLLISON
 CLERK

PART 2 - COURT CLERK

Mailed to Secured Party

1100 50



SCHEDULE A

Attached to and a part of security agreement of even date

BOOK - 481 PAGE 483

CIT CORPORATION

between Dr. Richard R. Gartner

, Debtor,

and C.I.T. Leasing Corporation

, Secured Party.

Quantity	(Describe collateral fully including make, kind of unit, serial and model numbers and ony other pertinent information.)
1	Adec Ass't. Holder
1	Adec Hygienist Cart, Drs.
1	Adec Vac Pac II
1	Ritter Elite Chair
1	Ritter Chair Mount Light Post
1	Pelton LFII Light
1	Viking Sonatron
1	Ritter Stool
1	Arrangement Dental Cabinets (1 Lot)

Dated 12/31, 19 84

Debtor Dr. Richard R. Gartner
Name of individual, corporation or partnership

By RRG Title _____

PART 1 - ATTACH TO ORIGINAL FOR C.I.T.
 5-SA-1162A

TO BE RECORDED IN LAND RECORDS (IF CHECKED)

SUBJECT TO

NOT SUBJECT TO

RECORDING TAX ON PRINCIPAL AMOUNT OF

\$ 80,000.00

FINANCING STATEMENT

1. Borrower(s):

DR. FREDERICK J. BLUMENFELD, D.D.S.

Name or Names—Print or Type
667 Old Mill Plaza A.A. Millersville, Md. 21144

Address—Street No., City - County State Zip Code
~~X388~~ Francine B. Blumenfeld

Name or Names—Print or Type
1303 Hawkins La. Annapolis, Md. 21401
Address—Street No., City - County State Zip Code

2. Secured Party:

CHESAPEAKE SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, INC.
P.O. BOX 708, ANNAPOLIS, MD 21404

RECORD FEE 12.00
RECORD TAX 560.00
POSTAGE .50

3. This Financing Statement covers the following types or property: (Describe or attach separate list if necessary).

All equipment, furniture, fixtures, inventory, accounts receivable now owned and hereafter acquired including but not limited to dental chairs, accessories, and operating instruments. Also to specifically include certain savings accounts as pledged.

#01104 0040 R01 T09:12
JAN 21 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.

Borrower(s):

X Blumenfeld DDS
Dr. Frederick J. Blumenfeld, DDS

X Francine B. Blumenfeld
Francine B. Blumenfeld

X _____

FOR: CHESAPEAKE S & L ASSOC. OF ANNAPOLIS, INC.

BY: D.C. Hancock, V.P.
(Signature of Officer)

D.C. Hancock, Vice Pres.
Print Name & Title

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:
CHESAPEAKE S & L ASSOCIATION
ATTN: Loan Department

12.00 560.00

Mailed to Secured Party

RECEIVED IN RECORDS
SARCHE COUNTY CLERK
1985 JAN 21 AM 9:18
E. AUBREY COLLISON
CLERK



File No. _____

MARYLAND FINANCING STATEMENT
(all information must be typewritten or printed in ink)

- 1. (Not to Be) ~~Recorded~~ Recorded in the Land Records
(strike inapplicable words)
- 2. The underlying secured transaction publicized by this financing statement is not subject in whole or part to the Maryland recordation tax.

3. Name and address of debtor(s) BDE Incorporated 5601 Ritchie Highway Brooklyn Park, Maryland 21225	4. Name and address of secured party Dunkin' Donuts of America, Inc. Post Office Box 317 Randolph, Massachusetts 02368 RECORD FEE 11.00 #01140 D040 R01 T10:45 JAN 21 84
---	--

5. Name of assignee of secured party: ~~Chase Commercial Corporation~~ Chase Commercial Corporation
 Address: 120 Royall St., Canton, Massachusetts 02021

6. This financing statement covers the following types (or items) of property:
 NONFIXTURES--All of the equipment and machinery including signs located at the Dunkin' Donuts shop premised at 5601 Ritchie Highway, Brooklyn Park, Maryland 21225.

To be filed with the Anne Arundel County Clerk of the Circuit Court

CHECK [] AND COMPLETE THE FOLLOWING IF APPLICABLE

(If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" in "1", above, and complete the next sentence.) The above described goods are affixed or are to be affixed to: (describe real estate)

Mailed to Secured Party

Proceeds of collateral are also covered.

Debtor(s) - BDE Incorporated Secured Party Dunkin' Donuts of America, Inc.
 By Edward Brush (Title) President By Gilbert Rosenberg
Edward Brush Gilbert Rosenberg, Mgr. of Financing
 (On above line, type or print name(s) of person(s) signing) (On above line, type or print name of person signing)

(Mr. Clerk: Return to C.I.T. Corporation at address shown in 5. above)

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 JAN 21 AM 10:45

E AUBREY COLLISON
CLERK

11 00

 Maryland Financing Statement All information must be typewritten or printed in ink.		File No.
(Not to Be) XXXX Recorded in the Land Records.* <small>strike in applicable words</small>		
Debtor(s) Name(s) and Address(es) Presley S. Taylor, Jr., T/A Gambrills Sand & Gravel 905 Maryland Route 3, North Lane Gambrills, Maryland 21054	Secured Party Name and Address C.I.T. Corporation Box K-85 Richmond, Virginia 23288	
Assignee of Secured Party C.I.T. Corporation	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) John Deere Model 850 Crawler Tractor, S/N 386105. One (1) Powerscreen Model 6 x 4 Mark II Screen, S/N 2702849. One (1) Powerscreen Model M-60 40' Conveyor, S/N 2411351.		
RECORD FEE 11.00 #01182 0040 R01 T11:32 JAN 21 84		
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.		
Debtor(s) <u>Presley S. Taylor, Jr., T/A Gambrills Sand & Gravel</u>	Secured Party <u>C.I.T. Corporation</u>	
By <u>Presley S. Taylor, Jr.</u> Title <u>owner</u> <small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small>	By <u>Stephen V. Zachary</u>	
Type or print name(s) of person(s) signing 5 SA-989D	Type or print name of person signing	

RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY

1985 JAN 21 AM 11:33

E. AUBREY COLLISON
 PART 1 - STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

11.00

Handed to Secured Party

BOOK - 481 PAGE 487

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

August 17, 1984

The UNDERSIGNED being the Secured Party named in the Financing Statement hereafter 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. 238986 Dated July 23, 1981

in the Office of Anne Arundel County, Maryland
(County/City and State)

DEBTOR OR DEBTORS (name and address):

Name: Robert J. Young and Joanne M. Young

Address: 1442 Foxwood Court
Annapolis, Maryland

The said Filing Office, or 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 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.

RECORD FEE 10.00
POSTAGE .50
#00105 0055 R02 T09:26
JAN 21 84

NAVY FEDERAL CREDIT UNION

Secured Party

By: *Robert P. Strassheim*

(Authorized Signature)

Robert P. Strassheim

Assistant Treasurer

(Title)

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1985 JAN 21 AM 11:27

E. AUBREY COLLISON
CLERK

4623
THE FOUNTAINHEAD TITLE GROUP
815 RITCHIE HWY.
SEVERNA PARK, MD. 21146
544-3355

Mailed to: _____

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 801-7 Ed. 1/69

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. 233645 recorded in
Liber 427 Folio 558 on July 30, 1980 (Date).

1. DEBTOR(S):

Name(s) Evergreen Associates
Address(es) 4 Evergreen Road • Severna Park, MD 21146

2. SECURED PARTY:

Name Maryland National Bank Regional Office
Address PO Box 871 Annapolis MD 21404

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

MARYLAND NATIONAL BANK
By T.G.M. CAULEY, JR.
T.G.M. CAULEY, JR. - V.P.
(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.

Mailed to Secured Party

1050

RECEIVED FOR RECORD
STAFF COUNTY CLERK

1985 JAN 21 PM 1:38
E. AUBREY COLLISON
CLERK

RECORD FEE 10.00
POSTAGE .50
#01244 C287 R01 113:36
JAN 21 84

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 \$ 25,000.00

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)

Name of Debtor
John A. McDonald
Betty J. McDonald

Address
8961 Blue Pool
Columbia, Md. 21045

RECORD FEE 12.00
RECORD TAX 175.00
POSTAGE .50
#01264 0040 R01 T14-43
JAN 21 94

EQUIPMENT LOCATION:

c/o Columbia Grounds
Management, Inc.
8009 E. Old Jessup Road
Jessup, Md. 20794

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):
1981 International Dozer, Model TD8E, s/n 44Z0009U007917
1979 Corvette, s/n 1Z8789S401339

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. Proceeds)
) of the collateral are also specifically covered.
 Products)

Debtor

Secured Party (Assignee)

John A. & Betty J. McDonald

THE CITIZENS NATIONAL BANK
Laurel, Maryland 20707

By: *[Signature]*
John A. McDonald

By: *[Signature]*
Jack E. Thomas,
Commercial Loan Officer

By: *[Signature]*
Betty J. McDonald

Type or print all names and titles under signatures.

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 JAN 21 PM 2:51

E AUBREY COLLISON
CLERK

12.00
175.00
-50

STATE OF MARYLAND

BOOK - 481 PAGE 490

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 231240

RECORDED IN LIBER 422 FOLIO 316 ON February 19, 1980 (DATE)

1. DEBTOR

Name W & J Excavating Co., Inc.

Address 7728 Twin Oaks Road, Severn, Maryland 21144

2. SECURED PARTY

Name Credit Alliance Corporation

Address Prel Plaza, Orangeburg, New York 10962

RECORD FEE 10.00
POSTAGE .50
#01267 C040 R01 114:45
JAN 21 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 checked="" 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 type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>

Dated December 28, 1984

CREDIT ALLIANCE CORPORATION

ASST. SEC.

(Signature of Secured Party)

Joseph P. Cannici

Type or Print Above Name on Above Line

Mailed to Secured Party



RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

FOR 1985 JAN 21 PM 2:52
WARREN, INC., BOSTON, MASS. 02101

E. AUBREY COLLISON
CLERK

1002

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.

255268

1. DEBTOR

Name Horton, Jr., Daniel A.

Address 219 Audrey Avenue, Brooklyn Park, Maryland 21225

RECORD FEE 17.00
POSTAGE .50

2. SECURED PARTY

Name Richmond Used Truck Sales, Inc.

Address 1835 Commerce Road, Richmond, Virginia 23224

#01268 2040 R01 T14#46
JAN 21 84

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)

Horton, Jr., Daniel A.
Daniel A. Horton owner
(Signature of Debtor)

Daniel A. Horton, Owner
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Richmond Used Truck Sales, Inc.

Joseph C. Spadaro pres.
(Signature of Secured Party)

Joseph C. Spadaro, President

Type or Print Above Signature on Above Line

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 JAN 21 PM 2:52

E. AUBREY COLLISON
CLERK

17.00
.50

ASSIGNMENT

BOOK - 481 PAGE 492

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 December 23, 1984, between Richmond Used Truck Sales, Inc., as Seller/Lessor/Mortgagee,

and Daniel A. Horton, Jr., 219 Audrey Avenue, Brooklyn Park, Maryland 21225

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 \$ 14,257.44

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 23rd day of December, 1984

Richmond Used Truck Sales, Inc. (Seal)
(Seller/Lessor/Mortgagee)

By Joseph C. Galen 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.)

CA-15

CONDITIONAL SALE CONTRACT NOTE

TO: Richmond Used Truck Sales, Inc. FROM: Daniel A. Horton, Jr.
1835 Commerce Road, Richmond, VA 23224 219 Audrey Avenue, Brooklyn Park, MD 21225

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 Summary. Includes items like CASH SALE PRICE, DOWN PAYMENT, UNPAID BALANCE, INSURANCE, and CONTRACT PRICE.

BOOK - 481 PAGE 493

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 219 Audrey Avenue, Brooklyn Park, Anne Arundel, 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 Fourteen thousand two hundred fifty seven and 44/100

being the above indicated Contract Price (hereinafter called the "time balance") in 24 successive monthly installments, commencing on the 1st day of February, 19 85, and continuing on the same date each month thereafter until paid; the first 23 installments each being in the amount of \$ 594.06 and the final installment being in the amount of \$ 594.06

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.

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. No other agreement, oral or written, express or implied has been made by either party.

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: December 23, 19 84 BUYER(S)-MAKER(S):

Accepted: Richmond Used Truck Sales, Inc. (SEAL) Daniel A. Horton, Jr. (SEAL)

By: Joseph C Spalart (Witness as to Buyer's and Co-Maker's Signature) Daniel A Horton owner (Print Name of Co-Buyer-Maker Here)

By: (Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer-Maker Here)

This instrument prepared by

*and to redeem the property if repossessed for default and require under certain conditions a resale of the property if repossessed.

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

INITIAL
HERE

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 the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of 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 property in danger of misuse, concealment, or misappropriation, 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 right to a trial by jury in any action or proceeding based hereon.

INITIAL
HERE

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 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.

INITIAL
HERE

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 entering into this contract Buyer and any other party named herein shall be deemed to have agreed 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____ (Corporate, Partnership or Trade Name or Individual Signature) (SEAL) } Signature of Seller
By: _____ (Signature: Title of Officer, "Partner" or "Proprietor")
(Witness)

BOOK - 481 PAGE 494

FINANCING STATEMENT

subject to recordation tax \$9,000.00

1. Name of Debtor(s): W.F. Flood & Sons, Inc.
Address: 1019 West Street
Annapolis, Md. 21401

2. Name of Secured Party: The Annapolis Banking and Trust Company
Address: P.O. Box 311
Annapolis, Md. 21404

3. Name of Assignee: Annapolis Banking & Trust Co.
Address: Annapolis, Maryland
No. 3 Not Applicable

RECORD FEE 11.00
RECORD TAX 63.00
POSTAGE .50
#01290 0040 R01 T16:0.1
JAN 21 84

4. This Financing Statement covers the following types (or items) of property:
Hunter Wheel Alignment Equipment: Mod. All1D2M Aligner Ser. #AA10474;
Mod. 167-45-1 Printer, Ser. #PA4767; and Mod. 45-251-3 Specification
Memory Ser. #SM3802.
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:
No. 5 Not Applicable

Debtor(s):
W.F. Flood & Sons, Inc.

By Elizabeth Edmondo
President

Elizabeth Edmondo

Secured Party:
THE ANNAPOLIS BANKING
AND TRUST COMPANY
(Type Name of Dealership)

By David D. Truitt
(Authorized Signature)
David D. Truitt
Executive Vice President
(Type Name and Title)

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

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 2 above.)

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 JAN 21 PM 4:00

E. AUBREY COLLISON
CLERK

11.00
63.00

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~~ Lessee

Name Minnesota Mining & Manufacturing, Inc.
Address 3M Center, St. Paul, Minnesota 55144

2. ~~SECURED PARTY~~ Lessor

Name First Alliance Corporation
Address 16301 Fontaine Rd.

Chesterfield, Missouri 63017
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 11.00
#01291 C040 R01 T16:02
JAN 21 84

3. Maturity date of obligation (if any) _____

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

ES #II, See Annex I attached.
The transaction is documented as a Lease. This Financing Statement is filed for informational purposes.

Assignee

First National Bank of Allentown
7th and Hamilton Mall
Allentown, PA 18101

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)

Kenneth E. Oleson
(Signature of ~~XXXXXX~~ Lessee)

KENNETH E. OLESON
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Dale R. Atteberry
(Signature of ~~XXXXXX~~ Lessor)

DALE R. ATTEBERRY

Type or Print Above Signature on Above Line

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

1985 JAN 21 PM 4:09

E. AUBREY COLLISON
CLERK

11/23

BOOK - 481 PAGE 497

ANNEX I

DESCRIPTION OF EQUIPMENT
FROM
FIRST ALLIANCE CORPORATION, Lessor
TO
MINNESOTA MINING AND MANUFACTURING, INC., Lessee

The following Equipment manufactured by: IBM Corporation

<u>Quantity</u>	<u>Model</u>	<u>Features</u>	<u>Description</u>	<u>Serial No.</u>
1	3430-A01		Tape Drive/Control	12132

EQUIPMENT LOCATION:

TCB Corporation
918 Bay Ridge Road
Annapolis, Maryland 21403

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 December 17, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name WETZEL: James L. and Susan P.
Address 226 Claude Street, Annapolis, MD 21401

2. SECURED PARTY

Name A.M.H. Associates
Address P.O. Box 6595, 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)

1983 33' 8" Vindo Fiberglass Hull #VNA000630983

1983 28 HP Volvo Diesel Engine #203-1729

Home Anchorage/Winter: Annapolis, MD

First Assignee: RECORD FEE 12.00
First Commercial Corp. POSTAGE 50
303 Second Street #01319 C345 R01 109:21
Annapolis, MD 21403 JAN 22 85
Second Assignee: Elizabeth Topperty / Agent
Society For Savings
1290 Silas Deane Highway
Wethersfield, CT 06109

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 L. Wetzel
(Signature of Debtor)
James L. Wetzel
Type or Print Above Name on Above Line
Susan P. Wetzel
(Signature of Debtor)
Susan P. Wetzel
Type or Print Above Signature on Above Line

Elizabeth Topperty
(Signature of Secured Party)
A.M.H. Associates
Type or Print Above Signature on Above Line

Anne Credit Co
12-20-84

RECEIVED IN RECORDS
SUSSEX COUNTY, DELAWARE
JAN 22 1985 10:10 AM
E. AUBREY COLLISON
CLERK

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 December 17, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name STEVENS: Daniel A. and Donna M.

Address 501 Augusta Drive, Arnold, MD 21012

2. SECURED PARTY

Name Chesapeake Trawlers, Inc.

Address 2830 Solomons Island Road, Edgewater, MD 21037

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 34' Marine Trader Fiberglass Hull #E1Y34559M841

1984 120 HP Ford Lehman Diesel Engine #2462245

Home Anchorage/Winter: Severna Park, MD

First Assignee:
First Commercial Corporation
303 Second Street
Annapolis, MD 21403

Second Assignee:
Elizabeth Jeffery Agent
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: Chesapeake 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)

Daniel A. Stevens
Type or Print Above Name on Above Line

Donna M. Stevens
(Signature of Debtor)

Donna M. Stevens
Type or Print Above Signature on Above Line

[Signature] Vice Pres
(Signature of Secured Party)

Chesapeake Trawlers, Inc.
Type or Print Above Signature on Above Line

Amie Andel Co
12-20-84

RECEIVED FOR RECORD
CIRCUIT COURT FOR BALTIMORE COUNTY
1985 JAN 22 AM 10:28

E. AUBREY COLLISON
CLERK

31-229

BOOK - 481 PAGE 500

255273

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 _____

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)

Name & mailing address of all debtors, trade styles, etc.
No other name will be indexed.

Willard Lawrence Chism
Jimmie Ruth Chism
D-15 Holiday Mobile Estates
Clark Road
Jessup, Md. 20794

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

RECORD FEE 12.00
COLLATERAL .50
#01322 C345 R01 109-25
JAN 22 85

Name & address of Secured Party

United Savings Bank
501 Maple Avenue, West
Vienna, Virginia 22180

Name & address of Assignee

Date of maturity if less than five years

Check if proceeds of collateral are covered ()

Description of collateral covered by original financing statement

1985 Nashua, 70X14, 2BR., Serial #14689

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

RECEIVED FOR RECORD
CIRCUIT COURT IN JAMES CITY COUNTY
1985 JAN 22 AM 10:28
E. AUBREY COLLISON
CLERK
KP

Describe Real Estate if applicable:

Willard Lawrence Chism
Jimmie Ruth Chism
Signature of Debtor if applicable (Date) 12-20-84

Betsy A. [Signature] 12/20/84
Signature of Secured Party if applicable (Date) 12/20/84

FILING OFFICER COPY

Revised 7-1-82

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 BR 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)	MARK S SCHULTZ	
	218 S ASBURY RD RIVERIA BEACH, MD 21122	
	DATE OF THIS FINANCING STATEMENT	
	12-2-83	
	ACCOUNT NO.	TAB
	693407463	08

9889

Filed with: CLERK OF CRITERNE 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 FROM RECORD
 CLERK OF CRITERNE ARUNDEL COUNTY
 1985 JAN 22 AM 10:31
 E. AUBREY COLLISON
 CLERK



RECORD FEE 10.00
 POSTAGE 50
 #01328 0345 ROL 107832
 JAN 22 85

TERMINATION STATEMENT

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

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

BY Joyce Kaley Dated: 12-10-84, 19
 TITLE Mark Schultz

ACKNOWLEDGMENT COPY

Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.
 19-1209 (REV. 11-80)

BOOK 468
 PAGE - 579
 # 250247

Mailed to Secured Party
 10.00
 85

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 Br 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)	Tommy Berggs		DATE OF THIS FINANCING STATEMENT
	1601 F Forest Ave Ft Meade, Md. 20755		11-21-83
		ACCOUNT NO.	TAB
		443608784	84 9068

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 FIN RECORD
 CIRCUIT COURT, ANNE ARUNDEL COUNTY
 1985 JAN 22 AM 10:31
 E. AUBREY COLLISON
 CLERK

KP

RECORD FEE 10.00
 POSTAGE .50
 #01329 0345 R01 109:333
 JAN 22 85

TERMINATION STATEMENT

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

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

Liber 468 pg 339 # 250105

BY C. Powell CSK
TITLE

Dated: Nov 20, 1984

ACKNOWLEDGMENT COPY

Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.

19-1209 (REV. 11-80)

Mailed to Secured Party
 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: AVCO FINANCIAL SERVICES NAME: _____ ADDRESS: PO BOX 997 CITY & STATE: GLEN BURNIE MD 21061
DEBTOR(S) (AND ADDRESSES)	DATE OF THIS FINANCING STATEMENT
HELEN D CRAFF	845800562 06-28-83
PO BOX 431	ACCOUNT NO. TAB
SEVERN MARYLAND 21144	62

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

Filed with: CLERK OF COURT 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) 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 AA COUNTY
 1985 JAN 22 AM 10:31
 E. AUBREY COLLISON
 CLERK

RECORD FEE 10.00
 POSTAGE .50
 #01330 0345 R01 T09:33
 JAN 22 85

TERMINATION STATEMENT

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

Avco Financial Serv. Liber 464 pg 211 248376
 (SECURED PARTY)
 BY: *James C. PR.* Dated: *12-06*, 19*84*
 TITLE

ACKNOWLEDGMENT COPY

Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.
19-1255 (5-81)

Mailed to Secured Party

10.00
62

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)

Assignee(s) of Secured Party and Address(es)	FINANCING STATEMENT		FILING OFFICER NOTICE: PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.
	Secured Party:		
	NAME: _____		
	ADDRESS: _____		
CITY & STATE: _____			
DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
_____		_____	
_____		ACCOUNT NO.	TAB
_____		_____	_____

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)

RECEIVED FOR RECORD
 CIRCUIT COURT, I.A.A. COUNTY
 1985 JAN 22 AM 10:31
 E. AUBREY COLLISON
 CLERK

RECORD FEE 10.00
 1985 JAN 22 10:34
 JAN 22 85

TERMINATION STATEMENT

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

AVCO FINANCIAL SERVICES Liber 458 pg 41 245777
 (SECURED PARTY)

BY A Howell CSR Dated: 12-18 1984
 TITLE

ACKNOWLEDGMENT COPY

Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.
 19-1255 (5-81)

Mailed to Secured Party
 10.10
 P.S.

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are or are to become fixtures

To Be Recorded in Anne Arundel County Records

For Filing Officer Use File No. _____

Date & Hour _____

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

Filing Number of original financing statement 221485

Date of Filing 12/1/78

Record References 395 196

Maturity Date (if any) N/A

Name(s) of Debtor(s) or Assignor(s) (last name first) F.J. Kirchner Jr. Rentals, Inc. No. 1912 Street Lincoln Drive City Annapolis State Maryland 21401

Name of Secured Party or Assignee Stehle Equipment, Inc. No. Box 1469 Street City Annapolis State Maryland 21404

1985 JAN 22 AM 10:31 RECEIVED BY THE CLERK OF THE COURT ANN ARUNDEL COUNTY MARYLAND

CHECK APPLICABLE STATEMENT

CONTINUATION The original Financing Statement identified above by file number is still effective.

TERMINATION The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.

RECORD FEE 10.00 POSTAGE .50 JAN 22 1985

[X] * RELEASE From the property described in the original Financing Statement identified above, the property described below is released.

[] ASSIGNMENT The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.

[] OTHER

*Caterpillar Loader Model 922 1-1/2 yd bucket Serial Number 94A2712

DEBTOR(S) OR ASSIGNOR(S)

F.J. Kirchner, Jr.

Stehle Equipment, Inc. Corporate, Trade, or Firm Name

Stehle Equipment, Inc. Signature of Secured Party or Assignee

Edward H. Brown Pres. Owner, Partner, or Officer & Title

Type or Print Name Under Signature

(Signatures Must Be in Ink)

Mailed to Secured Party

10.10 50

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
Annapolis, Maryland 21401

BOOK - 481 PAGE 506

FINANCING STATEMENT

255236

1. Name of Debtor(s): F. J. Kirchner, Jr. Rentals, Inc.
Address: 1912 Lincoln Drive
Annapolis, MD 21401
NOT Subject to recordation tax of \$ N/A

2. Name of Secured Party: Annapolis Federal Savings and Loan Association
Address: Consumer/Commercial Lending Department
P.O. Box 751
Annapolis, MD 21404

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

Caterpillar Loader Model 922 Serial Number 94A2712
1978 Stow Roller 1 to 2 Ton Serial Number 8019390
1970 Sullair Air Compressor Serial Number 4456

Debtor(s):

Secured Party:

F. J. Kirchner, Jr. Rentals, Inc.

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION

By: Frank John Kirchner Jr.

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.)

RECEIVED FOR RECORD
COURT HOUSE P.A. COUNTY

1985 JAN 22 AM 10:32

E. AUBREY COLLISON
CLERK

RECORD FEE 10.00
MORTGAGE .50
#01334 0345 ROL TOP 5.00
JAN 22 85

RECORD FEE 1.00
#01482 0345 ROL TOP 5.00
JAN 22 85

Mailed to Secured Party

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK - 481 PAGE 507
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. \$ 3211.60

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

This financing statement Dated 12/18/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 255274

1. DEBTOR

Name JAMES & CYNTHIA BLANCHARD
Address 2974 E. LAUFFER C.T. FT. MEADE, MD. 20755

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING, 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)

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

- 1 VHS
- 1 Stereo
- 2 T.V.
- 1 BATA
- 1 Dryer
- 1 WASHER
- 1 Dishwasher
- 1 Freezer
- 1 Sewing Machine
- 2 Living Room Sets
- 1 Dining Room Set
- 1 Bedroom Set
- 1 Vacuum Cleaner

RECORDED BY 12-00
#01339 0345 R01 T09-46
JAN 22 85

1985 JAN 22 AM 10:32
RECEIVED FOR RECORD
COMMERCIAL COUNTY

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)

James Blanchard
(Signature of Debtor)

JAMES BLANCHARD
Type or Print Above Name on Above Line

Cynthia Blanchard
(Signature of Debtor)

CYTHTYIA BLANCHARD
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

12-00
21-00
25

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. \$ 2831.25

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

This financing statement Dated 12/14/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 255275

1. DEBTOR

Name JOHN & KATHLEEN PEELER III

Address 1073 KINGS ROAD PASADENA, MD. 21122

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING, INC.

Address 7528 RITCHIE WHY. GLEN BURNIE, MD, 21061

RECORD FEE 12.00
RECORD TAX 17.50
POSTAGE .50
NOV 14 0345 F01 109#47
JAN 22 85

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 Stereo
- 2 T.V.
- 1 Washer
- 1 Dryer
- 1 Dishwasher
- 1 Freezer
- 1 Stove
- 1 Vacuum Cleaner
- 1 Airconditioner
- 1 Living Room Set
- 3 Bedroom Sets
- 1 Dingin Room Sets

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 Peeler III
(Signature of Debtor)

JOHN PEELER III
Type or Print Above Name on Above Line

Kathleen Peeler
(Signature of Debtor)

KATHLEEN PEELER
Type or Print Above Signature on Above Line

Mark Cavanaugh
(Signature of Secured Party)

MARK CAVANAUGH
Type or Print Above Signature on Above Line

Mailed to Secured Party

12.00
17.50
50

RECEIVED FOR RECORD
CREDIT COURT, BALTIMORE COUNTY
1985 JAN 22 AM 10:32
E. AUGUST COLLISON
CLERK

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK - 481 PAGE 509 R
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 DECEMBER 14, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR 255278

Name SARAH J ROWE
Address 404 WASHINGTON ST, ANNAPOLIS, MD, 21403

2. SECURED PARTY RECORD FEE 11.00
POSTAGE .50
WOLFE C345 ROL 1081 49
JAN 22 85
Name NORWEST FINANCIAL LEASING INC
Address 2020 D WEST STREET
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 Washer, 1 Refrigriator, 1 Stove, 1 Vacuum Cleaner, 1 Air Conditioner, 1 Living Room Set, 1 Bedroom Set, 1 Dining Room Set

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY
1985 JAN 22 AM 10:32
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)

Sarah J Rowe
(Signature of Debtor)

SARAH J ROWE
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

11.00
50

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK - 481 PAGE 510 06/75 R
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 DECEMBER 6, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR 255277

Name CHARLES A RUSSELL AND JENNIFER RUSSELL
Address 1303 WEST ST, ANNAPOLIS, MD, 21401

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING INC
Address 2020 D WEST STREET
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 Stereo, 1 Washer, 1 Dryer, 1 Dishwasher, 1 Refrigerator,
1 Stove, 1 Vacuum Cleaner, 1 Air Conditioner, 1 Living Room Set,
1 Bedroom Set, 1 Dining Room Set

E AUBREY COLLISON
CLERK

1985 JAN 22 AM 10:32

RECEIVED FOR RECORD
LAND RECORDS DIVISION
ANNAPOLIS, MARYLAND

RECORD FEE 12.00
POSTAGE .50
MD1345 0345 R01 101-50
JAN 1985

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

Charles A Russell
(Signature of Debtor)

CHARLES A RUSSELL
Type or Print Above Name on Above Line

Jennifer Russell
(Signature of Debtor)

JENNIFER RUSSELL
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

12.50
50

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK - 481 PAGE 511 07/88K
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 12/07/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

255278

Name PATRICK B DONITHAN AND MARGO DONITHAN

Address 129 LOCUST LANE ANNAPOLIS, MD 21403

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING, INC

Address 2020 D WEST STREET 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 Televisions, 1 Stereo, 1 Washer, 1 Dryer, 1 Dishwasher, 1 Refrigerator,
- 1 Freezer, 1 Stove, 1 Sewing Machine, 1 Vacuum Cleaner, 1 Living Room Set,
- 1 Bedroom Set, 1 Dining Room Set,

RECEIVED FOR RECORD
CLERK
1985 JAN 22 AM 10:32
E. AUBREY COLLISON

RECORD FEE 12.00
MORTGAGE .50
#01344 0345 R01 TOP:50
JAN 22 85

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)

Patrick B Donithan
(Signature of Debtor)

PATRICK B DONITHAN

Type or Print Above Name on Above Line

Margo K Donithan
(Signature of Debtor)

MARGO K DONITHAN

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

1200
55

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK -481 PAGE 51203/36 R
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 DECEMBER 3, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

255279

1. DEBTOR

Name JOHN C REMSON AND BEVERLY J REMSON
Address 2320 MAYTIME DR, GAMBRIILLS, MD, 21054

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING INC
Address 2020 D WEST STREET
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, 1 Stereo, 1 Washer, 1 Dryer, 1 Dishwasher, 1 Refrigerator,
1 Freezer, 1 Stove, 1 Sewing Machine, 1 Vacuum Cleaner, 1 Air Conditioner,
1 Piano, 1 Living Room Set, 1 Bedroom Set, 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 or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

John C Remson
(Signature of Debtor)

JOHN C REMSON

Type or Print Above Name on Above Line

Beverly J Remson
(Signature of Debtor)

BEVERLY J REMSON

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

RECEIVED FOR RECORD
CIRCUIT COURT, W. A. COUNTY
1985 JAN 22 AM 10:32
E. AUBREY COLLISON
CLERK

RECORD FEE 12.00
POSTAGE .50
701343 0345 R01 109-49
JAN 22 85

12 60
85

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK - 481 PAGE 513 05/19 R
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 DECEMBER 5, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

255280

1. DEBTOR

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

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING INC
Address 2020 D WEST STREET
ANNAPOLIS, MD, 21401

RECORD FEE
POSTAGE

12.00
.50

101342 0345 R01 TOP:49
JAN 22 85

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 Stereo, 1 Washer, 1 Dryer, 1 Dishwasher, 1 Refrigerator,
1 Stove, 1 Vacuum Cleaner, 1 Air Conditioner, 1 Living Room Set,
1 Bedroom Set, 1 Dining Room Set, ~~XXDining Room Set~~

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY
1985 JAN 22 AM 10:32
E AUBREY COLLISON
CLERK
KP

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

Charles W Cox
(Signature of Debtor)
CHARLES W COX

Type or Print Above Name on Above Line
Susan Mae Cox
(Signature of Debtor)
SUSAN MAE COX

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

12.00
86

255281

BOOK - 481 PAGE 514

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) Defense Electronics Division 6711 Baymeadow Drive Glen Burnie, MD 21061	2 Secured Party(ies) and address(es) Equitable Life Leasing Corporation 1111 E. Touhy Avenue Suite 340 Des Plaines, IL 60018	For Filing Officer (Date, Time, Number, and Filing Office)

4 This financing statement covers the following types (or items) of property:
 New: SEE SCHEDULE "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF FOR A COMPLETE EQUIPMENT DESCRIPTION.
 "This transaction is a lease and is not intended by the parties to be a security transaction; filing is only intended to make the lease a matter of public record."

ASSIGNEE OF SECURED PARTY

Not subject to recordation tax - Lease Agreement

RECORD FEE 11.00
 POSTAGE .50
 #01321 C345 R01 TOP:23
 JAN 22 85

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented: /

Filed with: County Recorder - Anne Arundel

DEFENSE ELECTRONICS DIVISION
 By: *[Signature]*
 Signature(s) of Debtor(s)

EQUITABLE LIFE LEASING CORPORATION
 By: *[Signature]*
 Signature of Secured Party

(STANDARD) UCC-1 Modern Lien Forms CHICAGO
 (1) FILING OFFICER COPY - ALPHABETICAL

Mailed to Secured Party
 11.00
[Signature]

RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY

1985 JAN 22 AM 10:28

E. AUBREY COLLISON
 CLERK

EQUITABLE LIFE LEASING

SCHEDULE "A"

1-3-10-130249-03-011

Page 1 of 1

BOOK - 481 PAGE 515

This schedule is to be attached to and becomes part of the Agreement dated ~~October 31~~ November 30, 1984, between the undersigned and Equitable Life Leasing Corporation or its Assignor.

NEW/USED	QUANTITY	DESCRIPTION OF EQUIPMENT	YEAR & MODEL	SERIAL NO.
New		DAVISON ELECTRONICS, INC.: Furnish and install Security System -		
	4	Surface Card Reader Exit/Entry	L6-18-B	
	2	Cold Weather Kit	S21-C	
	5	Recessed Contact	1076W	
	2	Roll Up Door Contact	2217A	
	1	Electrical		
	2000'	Data Cable - Teflon	25510	
	750'	Alarm Cable - Teflon	25221	
	1	Alarm Monitor	S48-A	
	2	Electric Strike	1091A	
	2	Manual Pull Station	MPS-1	
		GOULD INC., COMPUTER SYSTEMS:		
	2	PT10U Terminal w/RS422 Cable	PT3101	
		HEWLETT PACKARD CO.:		
	1	40 CPS Daisy Wheel Printer	HP2601A	
	1	Option 242 Cable	13242G	

This schedule is hereby verified as correct by the undersigned, who acknowledges receipt of a copy.

GOULD INC.

(Name)

By: X

George Gordon William A. Cunningham

Its:

Vice President Director

BOOK - 481 PAGE 516
STATE OF MARYLAND

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 252216

RECORDED IN LIBER 478 FOLIO 36 ON 9/24/84 (DATE)

1. DEBTOR

Name Trapp, Elwood Grover

Address 627 Hammonds Ferry Rd., Lithicum, Maryland 21090

2. SECURED PARTY

Name Credit Alliance Corporation

Address 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) _____

<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>To Amend Original Filings On One (i) Brockway 1977 Dump Truck Model 761LL as follows: Change Serial Numbers From: 89924, To: 89925</p>	

CHECK FORM OF STATEMENT

CHECK OFF WITH FILE IN COUNTY

1985 JAN 22 AM 11:45
E. AUDREY COLLISON
CLERK

RECORDED FEE 10.00
POSTAGE 50
490153 1000 R02 11:33
JAN 22 85

Mailed to Secured Party

Elwood Grover Trapp

Credit Alliance Corporation

Elwood G. Trapp, Jr.
(Signature of Debtor)

[Signature]
(Signature of Secured Party)

Elwood G. Trapp, Jr.
Type or Print Above Name on Above Line

Larry F. Kimmel, Assistant Sec.
Type or Print Above Name on Above Line

Dated _____

Elwood Grover Trapp
627 N. Hammond Ferry Rd.
Lithicum, Md. 21090

BOOK -481 PAGE 517

November 13, 1984

Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, Maryland 21061

RE: Conditional Sale Contract Note Dated 9/12/84 between
Elwood Grover Trapp d/b/a/ Trapps Trucking, as Buyer
Washington Freightliner, Inc. as Seller, and all other
documents given in conjunction therewith, and assigned
to Credit Alliance Corporation.

Gentlemen:

We hereby irrevocably authorize you to include and/or change
and/or correct the following with respect to the above
captioned contract:

To correct the Serial Number on One (1) Brockway 1977
Dump Truck Model 761LL as follows:

From: 89924

To: 89925

The effect of these revisions shall be the same as if the
Security Agreement and accompanying documents had set forth
the above, and in all other respects, all of the terms
and conditions of the captioned contract are and shall
remain in full force and effect.

Very truly yours,

Elwood Grover Trapp d/b/a
Trapps Trucking

BY: Elwood G. Trapp

ACKNOWLEDGED AND AGREED TO:
CREDIT ALLIANCE CORPORATION

By: _____

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 247457

RECORDED IN LIBER 462 FOLIO 119 ON May 25 '83 (DATE)

1. DEBTOR

Name: Dunn, T. Phillip
Address: Dellwood Severn Grove Rd, Annapolis, MD 21403

2. SECURED PARTY

Name: John Deere Company
Address: PO 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)

Form with four sections: A. Continuation, B. Partial Release, C. Assignment, D. Other: Termination. Includes checkboxes and descriptive text for each option.

CHECK FORM OF STATEMENT

1985 JAN 22 AM 11:45
E. AUBREY COLLISON
CLERK
RECEIVED FOR RECORD
CIRCUIT COURT, ANN. COUNTY

RECORD FEE 10.00
POSTAGE .50
#80140 00575 R02 111:22
JAN 22 85
#80141 00575 R02 111:22
JAN 22 85
#80142 00575 R02 111:23
JAN 22 85

JOHN DEERE COMPANY

Dated 3 Jan. 1985

(Signature of Secured Party)
R.W. Edwards, Asst. Treas.
Type or Print Above Name on Above Line

Mailed to Secured Party

1000/52

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 245135
RECORDED IN LIBER 456 FOLIO 261 ON Nov. 19 '82 (DATE)

1. DEBTOR

Name Taliaferro, Francis T.
Address Thanksgiving Farm, Harwood, MD 20776

2. SECURED PARTY

Name John Deere Company
Address PO 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)

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>
<p style="text-align: right;">RECORD FEE 10.00 POSTAGE 50 #80143 0555 R02 11:24 JAN 22 85</p>	

1985 JAN 22 AM 11:45
E. AUBREY COLLISON
CLERK

JOHN DEERE COMPANY

3 Jan. 1985

R. W. Edwards
(Signature of Secured Party)

R.W. Edwards, Asst. Treas.

Type or Print Above Name on Above Line

Mailed to Secured Party

10/20/82

BOOK - 481 PAGE 520

Statement for Reg. of Deeds or Secy. of State — Uniform Commercial Code

1 Debtor(s) (Last Name First) and Address(es) The Campbell Distributing Co. Rear 1127 West Street & Russell Avenue Annapolis, MD 21037		2 Secured Party of Record and Address G. Heileman Brewing Company, Inc. (and its wholly owned subsidiaries) 100 Harborview Plaza La Crosse, WI 54601		For Filing Officer
4 This statement refers to original Financing Statement filed on <u>3/31/80</u> File No. <u>231890</u> <input type="checkbox"/> Sec. State — OR — <input checked="" type="checkbox"/> Reg. Deeds for <u>Anne Arundel</u> County		3 No. of Additional Sheets Presented:		

5 Continuation — The Financing Statement is still effective.
6 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 Release — Secured Party releases only the collateral described in Item 11.
8 Termination — Secured Party no longer claims a security interest under the Financing Statement.
9 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 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.

SIGNATURE OF DEBTOR — TITLE

SIGNATURE OF DEBTOR — TITLE

13 Not validly filed by HEILEMAN BREWING COMPANY, INC. JAN 22 85
 PATRICIA R. ZIBROWSKI
 WHOLESALE UCC COORDINATOR
 By: *Patricia R. Zibrowski*
 SIGNATURE OF SECURED PARTY OF RECORD — TITLE OR ITS REPRESENTATIVE

REC'D FEE 10.00
 POSTAGE .50
 #10703 0237 R02 11853

(1) FILING OFFICER COPY — ALPHABETICAL

Mailed to Secured Party

RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY
 1985 JAN 22 PM 2:55
 E. AUBREY COLLISON
 CLERK

40

1050

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)
 Arundel CT, P.A. 200 Hospital Drive Suite 306
 Glen Burnie, Maryland 21061

6. Secured Party Address
 Equitable Bank, National Association
 Attention: Shirley Phipps 100 South Charles Street
 Loan Documentation Assistant Baltimore, Maryland 21201

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: _____

RECORD FEE 13.00
 POSTAGE .50

Debtors Arundel CT, P.A.
 By: *Henry S. Lewis, Jr.* (Seal)
 Henry S. Lewis, Jr., M.D. Treasurer
 _____ (Seal)

#80184 0237 R02 T14:26
 (Seal) JAN 22 85

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

E. AUBREY COLLISON
 CLERK
 1985 JAN 22 PM 2:28
 ANNE ARUNDEL COUNTY
 RECORDATION CENTER
 100 S. CHARLES ST.
 BALTIMORE, MD 21201
 (KP)

EQUITABLE BANK, N.A.
 LOAN DOCUMENTATION CENTER
 100 S. CHARLES ST. 5TH FL.
 BALTIMORE, MARYLAND 21201

1350

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 Arundel CT, P.A.

Collateral Section F Continued

A CT Scanner more particularly described as follows:

SYNERVIEW 600 SE

A
SYNERVIEW SX SYSTEM: Including scanner gantry with array of 600 temperature-stabilized solid state detectors and data acquisition electronics x-ray generator, MEGATUBE, PILOT SCAN localization, VARIABLE DETECTOR APERTURE for changing spatial resolution capability, patient support couch with floating top for operation under manual or computer control arm rests and NEUROFLEX patient positioning system with head holder module and coronal/cervical module includes system documentation, operation manuals, file cabinet, quality assurance phantom set and mobile service module.

C
OPERATOR AND VIEWER STATIONS: Operator console includes interactive keyboard and CRT, scan controls, x-ray system controls, patient intercom and operator chair, Physician/viewer console includes high line rate, high resolution B/W viewing monitor, display system, with 512 x 512/256 x 256 processor with 256 gray levels, viewing keyboard with special function keys, window level and width controls, cursor controls and viewer chair.

I
CENTRAL PROCESSING UNIT: Including CPU (Perkin-Elmer 3220) mainframe with 1 megabyte of memory, special hardware and power distribution system. Mainframe has 32 bit word architecture and 32 bit bus width for high speed data acquisition for 1-second scanning. Special hardware includes multiple array processors with Fast Memory Processing (FMP) and dual pipeline back-projector for high speed image reconstruction of 512 and 256 matrix images.

K
320 MEGABYTE DISK SYSTEM: 320 Mbyte Winchester disk drive controller interface and all necessary cables for the complete operation of the system.

M
MAGNETIC TAPE SYSTEM: Sony system, including tape transport controller interface, all necessary cables and magnetic tape reel (2400 Ft., 1600 bpi) for the complete operation of the system.

SCHEDULE A

BOOK - 481 PAGE 523

Collateral Section F Continued

Q
SYNERVIEW SYSTEM SOFTWARE: Multi-task operating system providing current ability for scanning data acquisition, image reconstruction, image analysis and manipulation as well as system service diagnostic routines. Includes current ability for patient logging, archival storage and retrieval of patient data and COMPAC data compression system to maximize storage resource usage.

R
INSTANT OBLIQUE RECONSTRUCTION (IOR-II) SYSTEM: Multiplanar image re-formatting system, providing advance online CT image analysis. Displays any selected oblique plane through the volume of transaxial images. Includes Multi-Plane Imaging (MPI).

O1
MULTI_FORMAT CAMERA (for 512/256 Imaging): Matrix Imaging Multi-Image 7 with high line rate, high resolution, flat-faced monitor. Expose 1, 2, 4, 6, 9, 12, 16 or 25 (35mm slide) images on a single sheet of 8 in. x 10 in., or 11 in. x 14in. medical recording film. Includes camera cables, footswitch and four dual-sided film cassettes.

<u>ITEM</u>	<u>CATALOG</u>	<u>SERIAL NUMBER</u>
Computer	174818	117
Table	173014	584
Gantry	173700	700
Remote Electronics	174800	327
Grid Tank	172623A	477
Transformer	620A	622
Power Mod	172622B	335
Divider	172651A	619
Oil Cooler	172624	600
X-Ray Control	173502	555
MI-10 (Camera)	MI-10	A100-01-771-114
Display	173072	557
Operators Console	173061	383
Mortor Controller	85514	169
Main PNC	173299	555

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK - 481 PAGE 524
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.

255283

1. DEBTOR

Name Chase Construction & Equipment Corporation
Address 1825 George Avenue, Annapolis, Maryland 21401

2. SECURED PARTY

Name National Surety Leasing, Inc.
Address 672 Greenbriar Lane, 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)

One (1) Canon 350 AF Copier
Serial Number 911 803277

RECEIVED FOR RECORD
CLERK
1985 JAN 22 PM 3:04
E ALBERRY COLLISON
CLERK

RECORD FEE 11.00
POSTAGE 50
#80207 0237 R02 114.59
JAN 22 85

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)

Chase Construction & Equipment Corporation

James C. Foote
(Signature of Debtor)

James C. Foote
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

NATIONAL SURETY LEASING, INC.

Carole R. Hardesty
(Signature of Secured Party)

Carole R. Hardesty
Type or Print Above Signature on Above Line

11/50

 Maryland Financing Statement All information must be typewritten or printed in ink.		File No. 255284
(Not to Be) (To Be) Recorded in the Land Records.* strike in applicable words		
Debtor(s) Name(s) and Address(es) ENVIRO STRUCTURES, LTD 285 Oak Court Severna Park, Anne Arundel, MD 21146	Secured Party Name and Address C.I.T. Corporation 1301 York Road Lutherville, MD 21093	
XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX	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 Liebherr Model 942 Excavator, S/N 039711 w/32" Bucket and Gravel Hopper		
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.		
Debtor(s) ENVIRO STRUCTURES, LTD	Secured Party C.I.T. Corporation	
By <u><i>[Signature]</i></u> Title PRESIDENT	By <u><i>[Signature]</i></u>	
If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which. Richard Felician	Joseph C Sidle	
Type or print name(s) of person(s) signing	Type or print name of person signing	
5 SA-989D		

1985 JAN 22 PM 3:04
 E. AUBREY COLLISON
 CLERK
 (KP)

RECORD FEE 11.00
 POSTAGE .50
 #80308 0237 R02 115:00
 JAN 22 85

Mailed to Secured Party

1150

BJ2501DY62

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

E. AUGREY COLLISON
CLERK

1985 JAN 22 PM 3:04

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

BURCHETT, Edward W.
1375 Defense Highway
Gambrills, Md 21054

2. Secured Party(ies) and Address(es)

Ford Motor Credit Company
2401 Research Blvd.
Rockville, Maryland 20850

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

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

- 1 FORD 1110 DIESEL TRACTOR, SER.#UB00300.
- 1 930-2 FORD finish mower, ser.y#0482A.
- 1 AB157 M REAR 3 PT. HITCH BLADE, SER.#4267.

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

E. W. Burchett
(SIGNATURE OF DEBTOR)
Edward W. Burchett

Ford Motor Credit Company
(NAME OF SECURED PARTY)

By: *T. D. Sterling*
By: T. D. Sterling, Assistant Branch Mgr

RECORD FEE 11.00
POSTAGE .50
#00211 0237 R02 715:02
JAN 22 1985

Mailed to Secured Party

11/50

AA Co 12.50
3157 4

BOOK - 481 PAGE 527

NOT TO BE RECORDED IN LAND RECORDS

NOT SUBJECT TO RECORDING TAX

255288

FINANCING STATEMENT

Country Liquors, Inc.

Name or Names - Print or Type

1. LESSEE(S)

303 E. Furnace Branch Rd., Glen Burnie, MD 21061
Address - Street No. City - County State Zip

2. LESSOR

L-J Leasing Company
600 Reisterstown Road Baltimore Maryland 21208

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary)

- 1- Retail Solution Cash Register 46243652
- 1- Leading Edge Computer 002294 & 004563
- 1- Okidata 92A Dot Matrix Printer #232116

E. AUBREY COLLISON
CLERK

1985 JAN 22 PM 3:04

RECORDING DEPARTMENT
CIRCUIT COURT, BALTIMORE COUNTY

RECORD FEE 12.00
POSTAGE 50
#80212 0237 R02 115102
JAN 22 85

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 covered.

7. Products of collateral are covered.

LESSEE(S) Country Liquors, Inc.

LESSOR L-J Leasing Company

By: [Signature]
Signature of Lessee

By: [Signature]
Signature of Lessor

Gary Maynard Shoemaker, Manager
Type or Print

Daniel G. Bittner, Manager

Signature of Lessee

Type or Print

To The Filing Officer: After This Statement Has Been Recorded Please Mail The Same To:

L-J Leasing Company
600 Reisterstown Road
Balto., Md. 21208

Mailed to Secured Party

1250
/

84-1429 "HCS" "Anne Arundel Co" F.F. 11.50

NOT SUBJECT TO RECORDATION TAX.

STATE OF MARYLAND BOOK - 481 PAGE 528

255287

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 LOK-TITE INDUSTRIES, INC.
Address 822 Central Avenue, Linthicum, Md. 21090

2. SECURED PARTY

Name General Electric Credit Corp.
Address 101 East Ridge Drive, Suite 301, Danbury, Ct. 06810

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 Honeywell HKS Telephone System

RECORDATION FEE 11.00
POSTAGE 50
380213 0237 R02 T14:29
JAN 22 85

FIXTURE FILING

THE ABOVE GOODS ARE TO BECOME FIXTURES ON THE REAL ESTATE DESCRIBED ON THE ATTACHMENT(S) HERETO, AND THIS FINANCING STATEMENT IS TO BE RECORDED IN THE REAL ESTATE RECORDS. SEE ATTACHMENT(S) FOR ADDITIONAL INFORMATION.

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)

LOK-TITE INDUSTRIES, INC.
X *[Signature]*
(Signature of Debtor)

X Robert A. Altschuler
President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

CP# 841429
UCC# 832453

[Signature]
(Signature of Secured Party)

[Signature]
Type or Print Above Signature on Above Line

RECEIVED FOR RECORDATION
CLERK E. AUBREY COLLISON
1985 JAN 22 PM 3:51

Mailed to Secured Party 11-

**EQUIFAX
SERVICES**

SINGLE PROPERTY CHECK REPORT

CAUTION TO CUSTOMER: In accordance with our agreement, this report is released with the understanding that the information reported is strictly confidential. Although secured from sources deemed reliable, the accuracy of the information is not guaranteed.

Acct. No. 431-108

File No
Debbie

11-21-84 19 14

BOOK - 481 PAGE 529

ALTSHULER, ROBERT
Baltimore County, Maryland 21227
3343 Washington Blvd.

Location of property to be checked 3343 Washington Blvd.
County or Township Baltimore County, Maryland

DEED RECORD (Recorder's Office—Grantee Index)

Grantee of record (Owner of property)	Grantor of record (From whom acquired)	Date of instrument	Lot #	Block #	Book	Page
<u>Robert A. & Edith Altshuler</u>	<u>Display Craft</u>	<u>7-23-84</u>	<u>n/s</u>	<u>n/s</u>	<u>6751</u>	<u>712</u>

(Give additional description of property if requested by customer's overprint.)

You requested a legal description of the property. This was obtained from the records of Baltimore County and is attached. Described under Libre 6751, Page 714, Exhibit A. If we can be of any further service, please advise.

VALUATION (Tax Assessor's Office)

LAND: Assessed value	BUILDINGS: Assessed value	TOTAL Assessed value
\$	\$	\$

MORTGAGES (Check here if there are no mortgages.) (Recorder's Office—Grantor Index)

Amount	Date of instrument	Name & address of mortgagee	Terms	Book	Page

REMARKS: Cover any unusual situation in connection with the checking of the records.

022.jpg

Equifax Services Inc.
Form 68B—6-83 U.S.A.

84-CP-1429 "Anne Arnold Co." HCS

Not Subject to Recordation Tax. Paid to Secretary of State on 12/21/84 in the amount of \$36.30.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK - 481 PAGE 530
Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 255288

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 LOK-TITE INDUSTRIES, INC.
Address 822 Central Avenue, Linthicum, Md. 21090

2. SECURED PARTY

Name General Electric Credit Corp.
Address 101 East Ridge Drive, Suite 301, Danbury, Ct. 06810

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 Honeywell HKS Telephone System

RECEIVED FOR RECORD
CLERK
1985 JAN 22 PM 3:51
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)

LOK-TITE INDUSTRIES, INC.

X [Signature]
(Signature of Debtor)

X Robert A. Alexander
President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

CP# 841429
UCC# 832454
RECORD FEE 11.00
POSTAGE .50
#80219 0237 R02 115:29
JAN 22 85

[Signature]
(Signature of Secured Party)

Bonita M. York
Type or Print Above Signature on Above Line

Mailed to Secured Party

11-2

MARYLAND FINANCING STATEMENT

BOOK - 481 PAGE 531

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

For Filing Officer
255289
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 ALA Machine Company, A Partnership
(Name or Names)
300 Charles Road, Linthicum Heights, Maryland 21090
(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
(Name or Names)
(Address)

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

Super Max Vertical Milling Machine including: Spirit Readout System;
Tooling Package consisting of a vice, collets and dial indicators;
Phase Converter

S/A 0112625

RECORD FEE 12.00
POSTAGE .50
480220 0237 R02 115430
JAN 22 85

RECEIVED FOR RECORD
CHOCOMAY PAW. T. CO. COUNTY
1985 JAN 22 PM 3:51
E. AUBREY COLLISON
CLERK

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

LESSEE
ALA Machine Company, A Partnership
By: Kenneth M. Abey, Sr. Partner
(Title)
Kenneth M. Abey, Sr.
(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 President
(Title)
Gordon T. Hill
(Type or print name of person signing)
Return to:

Mailed to Secured Party
1250

MARYLAND FINANCING STATEMENT

BOOK - 481 PAGE 532

(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.: 255200
Record Reference:
Date & Hour of Filing

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

1. LESSEE Mr. Orbie, Inc.
(Name or Names)
601 Powhattan Beach Road, Pasadena, Md. 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
(Name or Names)
(Address)

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

One - Standard 2-Way Mobile Radio

RECEIVED FOR RECORD
JACOB FOSTER, CLERK
1985 JAN 22 PM 3:51
AUBREY COLLISON
CLERK

RECORD FEE 11.00
POSTAGE 50
880221 0237 R02 115431
JAN 22 85

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

LESSEE
Mr. Orbie, Inc.
By: *[Signature]*
John Poe
(Type or print name of person signing)
By: _____
(Title)
(Type or print name of person signing)

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

Return to: Lessor

Mailed to Secured Party

1130

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 481 PAGE 534

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. \$ 2498.79

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

This financing statement Dated 12/21/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

255292

1. DEBTOR

Name HARRY & MAURLYN WICKLEIN

Address 1420 THIES DRIVE PASADENA, MD. 21122

2. SECURED PARTY

Name NORWEST FINANICAL LEASING, 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 T.V. 3 Bedroom Sets
- 1 Stereo
- 1 Refrig.
- 1 Stove
- 1 Washer
- 1 Dryer
- 1 Livingroom set
- 1 Dining Rooms et

RECORD FEE 12.00
 RECORD TAX 14.00
 POSTAGE .50
 #80223 0237 R02 715432
 JAN 22 85

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

Harry W. Wicklein
(Signature of Debtor)

HARRY W. WICKLEIN
Type or Print Above Name on Above Line

Maurlyn H. Wicklein
(Signature of Debtor)

MAURLYN H. WICKLEIN
Type or Print Above Signature on Above Line

Mary Hicks
(Signature of Secured Party)

Mary Hicks
Type or Print Above Signature on Above Line

12-
14-
50

RECEIVED FOR RECORD
COURT HOUSE, BALTIMORE COUNTY

1985 JAN 22 PM 3:51

E. AUBREY COLLISON
CLERK

BOOK - 481 PAGE 535

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

12/21/84 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. 223850 in Office of W. GARRETT LARREMORE, ALA County, ALA.
(Filing Officer) (County and State)

Debtor or Debtors (name and Address):

ROBERT SA- PAMELA LEWIS
104 CATARA RA AVE
PRASADIA ALA 31222 AA

RETURN FEE 1.00
RECORD FEE 9.00

POSTAGE 50
#50224 0237 002 15:34
JAN 22 85

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
Its Branch Office Manager

Form 91 MD (3-79)

1050

PO BOX 71
ANNA ALA 3601

RECEIVED FOR RECORD
CIRCUIT COURT, ALA. COUNTY



1985 JAN 22 PM 3:52

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

J-SS/113
11/30/82
9/6/83
11/13/84

BOOK - 481 PAGE 536

255233

TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF

NOT TO BE

NOT SUBJECT TO

\$ _____

E. AUBREY COLLISON
CLERK

1985 JAN 22 PM 3:52

RECEIVED FOR RECORD
COUNTY CLERK ANNE ARUNDEL COUNTY

FINANCING STATEMENT

Stephen James Challis, T/A Rapid Access One Hour Photo Labs
Name or Names—Print or Type

1270 Bugeye Court, Annapolis, Anne Arundel, MD. 21403
Address—Street No., City - County State Zip Code

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 #166-168 Jumpers Mall, Anne Arundel County, Maryland also known as 8072-A 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
480225 0237 002 115:35
JAN 22 85

DEBTOR(S):

Stephen J Challis
(Signature of Debtor)

Stephen James Challis
Type or Print

(Signature of Debtor)

Type or Print

SECURED PARTY:

Jumpers Equities Limited Partnership
(Company, if applicable)

Robert E. Statkiewicz
(Signature of Secured Party)

By: Robert E. Statkiewicz
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: _____

1250

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 Ferguson Trenching Co., Inc.
Address 123 Revell Highway, Annapolis, MD 21401

2. SECURED PARTY

Name Ingersoll-Rand Company
Address 5681 Main Street, Elkridge, MD 21227

ASSIGNEE TO SECURED PARTY:

Ingersoll-Rand Financial Corp., 651 Park 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)

(1) Ingersoll-Rand Air Compressor Model P160WJD s/n 135846 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.

RECORD FEE 11.00
#80241 0237 R02 716:07
JAN 22 85

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)

RECEIVED FOR RECORD
CHIEF CLERK, CLERK
1985 JAN 22 PM 4:08
E. AUBREY COLLISON
CLERK

KP

Steve L. Ferguson
(Signature of Debtor)
Steve L. Ferguson
Ferguson Trenching Co., Inc.
Type or Print Above Name on Above Line

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

John W. Baines
(Signature of Secured Party)
John W. Baines
Ingersoll-Rand Company
Type or Print Above Signature on Above Line

11-

83708-9

BOOK - 481 PAGE 538

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

January 2, 1985

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. 238167 in Office of W. J. Farrell, Baltimore, AA Md
Libel 438 Page 218 (Filing Office) (County and State)
Debtor or Debtors (name and Address):
Martin L. + Jeanne Hoover
113 S. Meadow Rd, Hiller, Bernice 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
AND SUBSIDIARY COMPANIES

Secured Party
BALTIMORE, MD 21225

By: [Signature]
Its Branch Office Manager

RECORDED FEE 10.00
JAN 22 1985

Form 91 MD (3-79)

RECEIVED FOR RECORD
1985 JAN 22 PM 4:08
E. AUGUST COLLISON
CLERK

Mailed to Secured Party

1052

8350-1

BOOK - 481 PAGE 539

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. 237635 in Office of W. Barrett Lawrence AA Md
(Filing Officer) (County and State)

Debtor or Debtors (name and Address):
James E. & Nancy Dwyer
4350 Sixth St. Balt Md 21225

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.

AND SUBORDINARY PARTIES

By [Signature] Secured Party
[Signature] Its Branch Office Manager

Mailed to Secured Party

RECORDED FEE 10.00
POSTAGE .50
#99243 0237 002 16:09
JAN 22 05

1052

RECEIVED FOR RECORD
PROPERTY DEPT. BALTIMORE COUNTY
1985 JAN 22 PM 4:08
E. AUBREY COLLISON
CLERK

83781-3

BOOK - 481 PAGE 510

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

January 21 1985

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. 238 293 in Office of W. Bennett Harrison, A.A. Md.
(Filing Office) (County and State)

Debtor or Debtors (name and Address):

Robert + Nancy R. Wagner
736 Old Riverside Rd, Bates Md 21225

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 [Signature] Its Branch Office Manager

RECORD FEE 10.00
POSTAGE .50
480244 0237 R02 716:09
JAN 22 85

Form 91 MD (3-79)

RECEIVED FOR RECORD
JAN 22 1985
K.D.
JAN 22 1985

1985 JAN 22 PH 4:08

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

1052

BOOK - 481 PAGE 541

255301

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 12-17-84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Wayne E. Brumwell
Address 4030 Mountain Rd., Pasadena, Maryland 21122

2. SECURED PARTY

Name Jim Uhler Equipment Sales
Address Rt. 91 & 140, Finksburg, Maryland 21048
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.

Mailed to Secured Party

3. Maturity date of obligation (if any) _____

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

Assignee:
Credit Alliance Corporation
P.O. Box 1680
Glen Burnie, Md. 21061

"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

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) 280245 1055 R02 716:32

(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)

JAN 22 85

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

Wayne E. Brumwell
Wayne E. Brumwell
(Signature of Debtor)

Wayne E. Brumwell
Type or Print Above Name on Above Line
(Signature of Debtor)

Type or Print Above Signature on Above Line

Jim Uhler Equipment Sales
James M. Uhler
(Signature of Secured Party)
James M. Uhler, President
Type or Print Above Signature on Above Line

17.00
50

RECEIVED
1985 JAN 22 PM 4:41
AUDREY COLLISON
CLERK

BOOK - 481 PAGE 542
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 an-

nexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated December 17, 1984

between Jim Uhler Equipment Sales, as Seller/Lessor/Mortgagee

and Wayne E. Brumwell, 4013 C.H.U. Mountain Rd., Pasadena, Maryland 21122
(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 \$ 12,637.84
IN WITNESS WHEREOF, we have hereunto set our hand and seal this 17th day of Dec, 1984

Jim Uhler Equipment Sales (SEAL)
(Seller/Lessor/Mortgagee)

By James Uhler

(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 - 481 PAGE 543

TO: Jim Uhler Equipment Sales FROM: Wayne E. Brumwell
Rt. 91 & 140, Finksburg, Md. 21048 4030 Mountain Rd., Pasadena, Md. 21122

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) 1985 Eager Beaver 20 Ton Trailer
Model 20 HA, S/N 1120HA205FT200054

Table with 2 columns: Item description and Amount. Items include CASH SALE PRICE (\$10,400.00), DOWN PAYMENT in Cash (\$1,040.00), DOWN PAYMENT in Goods (Trade-in Allowance) (\$0), UNPAID BALANCE (Items (1)-(2)-(3)) (\$9,360.00), INSURANCE and other Benefits (\$0), OFFICIAL or DOCUMENTARY FEES (\$50.00), PRINCIPAL-UNPAID BALANCE (Items (4)+(5)+(6)) (\$9,410.00), FINANCE CHARGE (Time Price Differential) (\$3,277.84), CONTRACT PRICE (Time Balance) (Items (7)+(8)) (\$12,687.84), TIME SALES PRICE (Items (2)+(3)+(9)) (\$13,727.84).

* Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:

4030 Mountain Rd., Pasadena, Maryland 21122
C.U.U. (Street and Number) (City) (County) (State)

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 Six Hundred Eighty Seven and 84/100 Dollars (\$ 12,687.84)

being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 3rd day of February, 1985, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$ 264.33 and the final installment being in the amount of \$ 264.33

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.

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. No other agreement, oral or written, express or implied has been made by either party.

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: December 17, 1984 BUYER(S)-MAKER(S):

Accepted: Jim Uhler Equipment Sales (SEAL) (Print Name of Seller Here)

Wayne E. Brumwell (SEAL) (Print Name of Buyer-Maker Here)

Witness signature: Jim Uhler (Witness as to Buyer's and Co-Maker's Signature)

By: Wayne E. Brumwell (SEAL) (Print Name of Co-Buyer-Maker Here)

Witness signature: (Witness as to Buyer's and Co-Maker's Signature)

By: (Print Name of Co-Buyer-Maker Here)

This instrument prepared by

*and to redeem the property if repossessed for default and require under certain conditions a resale of the property if repossessed.

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 and confer 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 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")

BOOK - 481 PAGE 544

INITIALS
 WBS
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 INITIA
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 INITIA
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 HERE

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 Sarro/Siegel Leasing Partnership

Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Association of Baltimore

Address 4102-08 Frederick Avenue

Baltimore, MD 21229

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 Irvington Federal Savings and Loan Association of Baltimore of certain lease payments under a certain True Lease Assignment dated September 27, 1984, schedule 02, dated December 14, 1984, between Assignor as Lessor and Electronic Modules Corporation 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

Mailed to Secured Party

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

#80248 0055 002 716:33
JAN 22 85

SARRO/SIEGEL LEASING PARTNERSHIP

Frank J. Sarro III
(Signature of Debtor)

Frank J. Sarro III - Partner
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS AND LOAN
ASSOCIATION OF BALTIMORE

William J. Ottey
(Signature of Secured Party)

William J. Ottey - V.P.

Type or Print Above Signature on Above Line

120
50

1230

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
8	Haworth EFN542 Acoustical fab panel F7J non-powered
10	Haworth acoustical fab panel F7J non-powered
9	Haworth acoustical panel fab F7J non-powered
76	Haworth EFP562 acoustical fab panel F7J powered
50	Haworth EFP462 acoustical fab panel F7J powered
2	Haworth EFP262 acoustical fab panel F7J powered
5	Haworth EFP362 acoustical fab panel powered (F7J)
3	Haworth EOP462 panels open frame
64	Haworth EFN362 panels non-powered F7J
12	Haworth panel non-powered EFN262 F7J
2	Haworth EFN1862 panels non-powered F7J
7	Haworth EFN562 panels non-powered F7J
32	Haworth FPF562 108" connection 62"H finished posts
1	Haworth FPF580 180' connection F7J 80"H
25	Haworth FPF62 90' connection 62"H F7J
6	Haworth FPF680 90' finish post connection 80"H F7J
15	Haworth BFMI base feed modules gray trim
3	Haworth TFM8 top feed modules gray trim
8	Haworth PRD3 power receptacles duplex gray trim
27	Haworth WMK62 wall mount kits gray trim
1	Haworth Partitioning

Installation of above including re-arranging existing partitioning in Bldg. 49.

SARRO/SIEGEL LEASING PARTNERSHIP

BY: *Frank Sarro*

TITLE: *Partner*

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE

BY: _____

TITLE: _____

255303

BOOK - 481 PAGE 547

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):

WILLIAM R. GARDNER, JR
Name or Names—Print or Type

1016 SUNNYBROOK DR GLEN BURNIE MD 21061
Address—Street No., City - County State Zip Code

LINDA C. GARDNER
Name or Names—Print or Type

1016 SUNNYBROOK DR GLEN BURNIE MD 21061
Address—Street No., City - County State Zip Code

2. Secured Party:

IRVINGTON FEDERAL SAVINGS AND LOAN
Name or Names—Print or Type

4106 FREDERICK AVE BALTO 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).

1. ESPRIT COMPUTER SYSTEM INCLUDING ALL PROCESSING EQUIPMENT

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.

1985 JAN 22 PM 4:33
 E. AUDREY COLLISON
 CLERK

RECORD FEE 12.00

POSTAGE .50

#80249 0055 R02 116:33

JAN 22 85

DEBTOR(S):

William R Gardner
(Signature of Debtor)

WILLIAM R GARDNER
Type or Print

Linda C Gardner
(Signature of Debtor)

LINDA C GARDNER
Type or Print

SECURED PARTY:

IRVINGTON FEDERAL SAVINGS & LOAN
(Company, if applicable)

William J Otty, UP
(Signature of Secured Party)

WILLIAM J OTTY UP
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

Lucas Bros. Form F-1 4106 FREDERICK AVE

BALTIMORE, MD 21229

Mailed to: _____

12/50

1250

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 Moore, Delbert T.
Address 6 Baylor Road, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name American Tank Transport, Inc.
Address 6350 Ordnance Point Road, Baltimore, Maryland 21225
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

- 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)

Moore, Delbert T.
Delbert T. Moore
(Signature of Debtor)

Delbert T. Moore, Owner
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

American Tank Transport, Inc.
Albert Goldfinger
(Signature of Secured Party)

Albert Goldfinger, President
Type or Print Above Signature on Above Line

RECORD FEE 17.00
POSTAGE 50
380250 0055 102 116:34
JAN 22 85

RECEIVED FOR RECORDATION
COUNTY CLERK
1985 JAN 22 PM 4:41
E. AUDREY COLLISON
CLERK



17/50

BOOK - 481 PAGE 549
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 therein called "contract")

dated _____, between American Tank Transport, Inc., as Seller-Lessor-Mortgagee,

and Delbert T. Moore, 6 Baylor Road, Glen Burnie, Maryland 21061
(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 \$12,815.40
IN WITNESS WHEREOF, we have hereunto set our hand and seal this 28th day of December, 19 84

American Tank Transport, Inc. (Seal)
By Delbert T. Moore
Seller-Lessor-Mortgagee

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 - 481 PAGE 550

TO: American Tank Transport, Inc.

FROM: Delbert T. Moore

6350 Ordnance Point Rd., Baltimore, MD 21225

6 Baylor Road, Glen Burnie, MD 21061

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) 1977 White "Road Boss" Conventional Tractor with 290 Cummins engine, 10 speed transmission, 34,000 lb rears, S/N SPDCCGE007584

Table with 2 columns: Item description and Amount. Items include CASH SALE PRICE (\$10,500.00), DOWN PAYMENT in Cash (-0-), DOWN PAYMENT in Goods* (Trade-in Allowance) (-0-), UNPAID BALANCE [Items (1)-(2)-(3)] (\$10,500.00), INSURANCE and other Benefits (-0-), OFFICIAL or DOCUMENTARY FEES (\$100.00), PRINCIPAL UNPAID BALANCE [Items (4)+(5)+(6)] (\$10,600.00), FINANCE CHARGE (Time Price Differential) (\$2,215.40), CONTRACT PRICE (Time Balance) [Items (7)+(8)] (\$12,815.40), TIME SALES PRICE [Items (2)+(3)+(9)] (\$12,815.40).

* Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at 6 Baylor Road, Glen Burnie, Anne Arundel, 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 Twelve thousand eight hundred fifteen and 40/100 Dollars (\$ 12,815.40)

being the above indicated Contract Price (hereinafter called the "time balance") in 30 successive monthly installments, commencing on the 29th day of February, 1984, and continuing on the same date each month thereafter until paid; the first 29 installments each being in the amount of \$ 427.18 and the final installment being in the amount of \$ 427.18

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.

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. No other agreement, oral or written, express or implied has been made by either party.

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: December 28, 1984 Accepted: American Tank Transport, Inc. (SEAL)

BUYER(S)-MAKER(S): Delbert T. Moore (SEAL)

By: [Signature] (Witness as to Buyer's and Co-Maker's Signature)

By: [Signature] (Print Name of Buyer-Maker Here) Co-Buyer-Maker: [Signature] (SEAL)

(Witness as to Buyer's and Co-Maker's Signature)

By: _____ (Print Name of Co-Buyer-Maker Here)

This instrument prepared by _____

*and to redeem the property if repossessed for default and require under certain conditions a resale of the property if repossessed.

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

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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 the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of 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 property in danger of misuse, concealment, or misappropriation, ~~if Holder shall deem it in its interest~~, 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 surplus 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 right to a trial by jury in any action or proceeding based hereon.

Buyer hereby waives and releases relief from any and all imprisonment, 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 overpayments 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.

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)

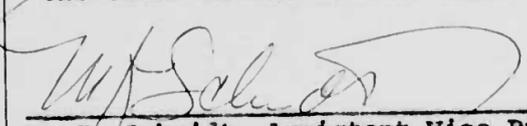
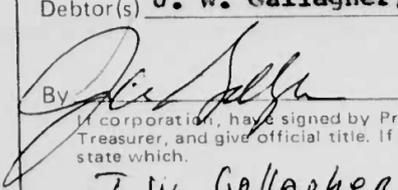
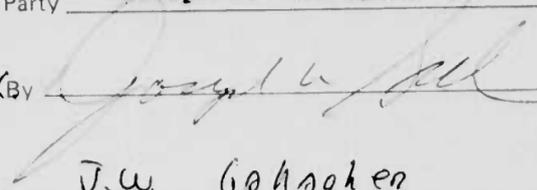
ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

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 thereunder ("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, protest and notice of protest 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")

 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 in applicable words</small>		
Debtor(s) Name(s) and Address(es) Gallagher, J. W., P.A. 105 S. Crain Highway Glen Burnie, Anne Arundel County, MD 21061	Secured Party Name and Address Joseph W. Gallagher 11360 Tooks Way Columbia, MD 21044	
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 in part to the Maryland recordation tax. In the amount of \$60,000.00,	
This Financing Statement covers the following types (or items) of property: Describe fully, giving Year and Make, Model, Motor or Serial No., etc. SEE SCHEDULE A ATTACHED HERETO AND FORMING A PART HEREOF. Equipment May Also Be Located At: RT. 198 and 197 Laurel Plaza, Kayre's Dept. Store #575, Laurel, Prince Georges Co., MD 20707 "We certify, under penalty of perjury, that the Recordation Tax was paid to the Clerk of the Circuit Court of Anne Arundel County."		
 M. K. Schmidt, Assistant Vice President		
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)		
		RECEIVED FOR RECORD CIRCUIT COURT OF ANNE ARUNDEL COUNTY 1985 JAN 22 PM 4:41 E. AUBREY COLLISON CLERK
		RECORD FEE 11.00 RECORD TAX 420.00 POSTAGE .50 #80251 0055 R02 116:37 JAN 22 85
Mailed to Secured Party		
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.		
Debtor(s) J. W. Gallagher, P.A.	Secured Party Joseph W. Gallagher	
By  Title President (By 	If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which. J.W. Gallagher J.W. Gallagher Type or print name(s) of person(s) signing Type or print name of person signing	
5 SA-989D		

1600
42000
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 creation of transactions wholly or partially subject to records-see 102 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 Willie & Roxanne Thompson
Address 930 Johnson Grove Lane Crownsville, Md. 21032

2. SECURED PARTY

Name M&M Mobile Homes, Inc.
Address 8315 Washington Blvd. Jessup, Md. 20794

Conditional Sales Contract Has Been Signed

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

Assignee: Philadelphia Savings Fund Society, 1234 Market St. 9th floor Mobile Home Dept. Phil., PA.19107

3. Maturity date of obligation (if any) _____

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

1985 Silver Eagle mobile home 60 x 28 serial 0146AB

Amount Financed 31864.00

RECORD FEE 12.00
POSTAGE .50
#01545 0040 R01 T08:45
JAN 23 85

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

Willie Thompson
(Signature of Debtor)

Willie Thompson

Type or Print Above Name on Above Line

Roxanne Thompson
(Signature of Debtor)

Roxanne Thompson

Type or Print Above Signature on Above Line

Gilbert A. Mobley
(Signature of Secured Party)

M&M Mobile Homes, Inc.

Type or Print Above Signature on Above Line

Gilbert A. Mobley, President

CLERK'S NOTATION

Document submitted for record in a condition not permitting satisfactory photographic reproduction.

Mailed to Assignee

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY
1985 JAN 23 AM 9:54
E. AUBREY COLLISON
CLERK

1283

A.A. COUNTY
FINANCING
STATEMENT
RECORDS

FINANCING STATEMENT

255307

BOOK - 481 PAGE 554

NOT SUBJECT TO
RECORDATION TAX

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code:

1. NAME AND ADDRESS OF DEBTOR: ANNE ARUNDEL COUNTY, MARYLAND
Arundel Center
Calvert and Northwest Streets
Annapolis, Maryland 21401
Attention: County Executive
2. NAME AND ADDRESS OF SECURED PARTY: MARYLAND NATIONAL BANK, as Trustee
10 Light Street
Baltimore, Maryland 21202
Attn.: Corporate Trust Department
3. This Financing Statement covers the following types (or items) of property:

(a) All right, title and interest of the Debtor in and to any moneys held under the Trust Indenture dated as of January 1, 1985 between the Debtor and the Secured Party (the "Indenture"), including the proceeds of the Debtor's Anne Arundel County, Maryland Mortgage Revenue Bonds, Series 1985 (FHA Insured Mortgage Loan - Westwinds Apartments Project), in the aggregate principal amount of \$7,940,000 (the "Bonds") and the interest, profits and other income derived from the investment thereof.

RECORD FEE
POSTAGE

13.00
.50

(b) All right, title and interest of the Debtor in and to, and remedies under, the Loan Agreement (the "Loan Agreement") dated as of January 17, 1985 (the "Closing Date") among the Debtor, the Secured Party and Westwinds Associates Limited Partnership, a Maryland limited partnership (the "Owner"), the Deed of Trust Note dated the Closing Date from the Owner to the Secured Party in the amount of \$7,522,500 (the "Mortgage Note") and the security therefor (including, without limitation, a Deed of Trust dated the Closing Date from the Owner to J. Thorpe Staylor and Robert I. Catlin, II, trustees (the "Mortgage")), including all Federal Housing Administration ("FHA") or casualty insurance benefits or condemnation awards payable with respect thereto and any interest, profits and other income derived from the investment thereof.

#01547 0040 R01 T09:46
JAN 23 85

1985 JAN 23 AM 9:54

E. AUBREY COLLISON
CLERK

130 50

(c) All right, title and interest of the Debtor in and to the policy of insurance issued by the Municipal Bond Insurance Association unconditionally guaranteeing payment to the Secured Party of principal of and interest on the Bonds, and the proceeds thereof, and any interest, profits and other income obtained from the investment thereof.

(d) All funds, moneys and securities and any and all other rights and interests in property whether tangible or intangible from time to time hereafter by delivery or by writing of any kind, conveyed, mortgaged, pledged, assigned or transferred as and for additional security under the Indenture for the Bonds by the Debtor or by anyone on its behalf or with its written consent to the Secured Party.

However, under the Indenture the Debtor retains: (a) its rights to the payment of taxes, sewer rents, water rents, assessments and other governmental or municipal or public or private dues, charges and levies and any liens which are or may be levied, imposed, or assessed upon the Project (as defined in the Indenture) or any part thereof, or upon any leases pertaining thereto, or upon the rents, income or profits thereof, whether any or all of the aforementioned be levied directly or indirectly or as excise taxes or as income taxes, and (b) any rights which the Debtor or its officers, agents or employees may have under the Indenture and the Loan Agreement to receive notices and to indemnification by the Owner and by any other persons and to payments for expenses incurred by the Owner, its officers, agents and employees, and all enforcement remedies with respect thereto.

4. This Financing Statement gives notice of and perfects a security interest granted by the Debtor to the Secured Party under and pursuant to the Indenture, entered into as security for the Bonds, which are issued pursuant to the Maryland Economic Development Revenue Bond Act, Sections 266A to 266-I, inclusive, of Article 41 of the Annotated Code of Maryland, which Bonds do not constitute or give rise to any pecuniary liability of the Debtor.

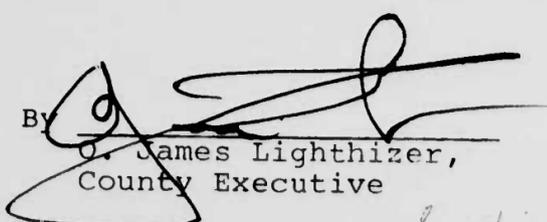
5. Proceeds and products of the collateral are also covered.

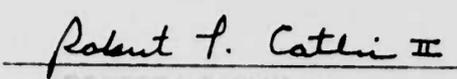
Debtor:

ANNE ARUNDEL COUNTY, MARYLAND

Secured Party:

MARYLAND NATIONAL BANK,
as Trustee

By 
G. James Lighthizer,
County Executive

By 
ROBERT F. CATHI, II
Asst. Corporate Trust Officer

Sentinel Title Corp

FINANCING STATEMENT

X-3046-92 03/80

FILE NO. _____ RECORD REFERENCE _____ FILE DATE _____

The underlying secured transaction is not subject to the recordation tax imposed by Art. 81, Sec. 277 and 278, Ann. Code of Maryland.

1. DEBTOR(S) NAME (LAST NAME FIRST) NORTH AVENUE BEAUTY SUPPLY, INC.	2. DEBTOR(S) COMPLETE ADDRESS 719 A-G Hammonds Ferry Road Linthicum Heights, Maryland 21090
---	---

3. NAME AND ADDRESS OF SECURED PARTY:

NCR CORPORATION DAYTON, OHIO 45479	
---------------------------------------	--

RECORD FEE 11.00
POSTAGE .50

4. This financing statement covers the following types (or items) of property:
NCR Electronic Data Processing Equipment & Business Machines, including without limitation, Computers, Computer Peripherals, Retail & Financial Terminals, Electronic Cash Registers, and Electronic Data Entry and Accounting Equipment.

#01558 DO 40 R01 T09=42
JAN 23 85

FOR USE AT:

NCR CORPORATION

North Avenue Beauty Supply, Inc.

By *Beverly Patton*
Secured Party

By *[Signature]*
Debtor Title

TERMINATION STATEMENT

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

NCR CORPORATION

Dated _____ 19____

By _____

- (1) FILING OFFICER - RETURN THIS COPY TO SECURED PARTY
- (2) FILING COPY
- (3) CUSTOMER COPY

OCT 2 1984

Mailed to Secured Party

RECEIVED FOR RECORD
CLERK COURT & COUNTY

1985 JAN 23 AM 10:00

E. AUBREY COLLISON
CLERK

11.00
0.50

11.00

STATE OF MARYLAND

BOOK - 481 PAGE 557

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 97642

Circuit Court Clerk - Anne Arundel County 05-19-69
RECORDED IN LIBER FOLIO ON (DATE)

1. DEBTOR

Name Anne-Arundel County Farmers' Co-operative Association, Inc.
Address 155 8th Avenue, Glen Burnie, MD 21061

2. SECURED PARTY

Name Allis-Chalmers Corporation
1100 Kinnear Rd.
Address Columbus, OH 43212
Allis-Chalmers Credit Corporation
1126 S. 70th St., West Allis, WI 53214, Attn: UCC Administration
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 10.00
POSTAGE .50
#01652 CMO 801 TOP 445
JAN 23 85

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 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 checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Amendment</p>
	<p>Amend debtor information as set forth above. Amend secured party information as set forth above. Amend collateral as follows: *(A) Inventory now owned or hereafter acquired of (i) new goods manufactured or supplied by Allis-Chalmers Corporation (A-C) (including without limitation tractors, combines, farm implements, lawn and garden equipment); (ii) new and used goods (including without limitation goods of the types described above) of any manufacture now or hereafter financed by A-C or Allis-Chalmers Credit Corporation (A-CCC) or in which Debtor has granted or hereafter grants a security interest to either of them and (iii) repair parts, attachments and accessories for the foregoing; (B) all now or hereafter existing accounts, chattel paper, contract rights and general intangibles heretofore or hereafter assigned by Debtor to A-C or A-CCC and any interest of Debtor in related goods or in any collateral security, guaranty or other right with respect thereto; and (C) all proceeds of collection, exchange, sale, lease or other disposition of any of the foregoing (including without limitation trade in, repossessed or other goods and insurance proceeds).*</p>	
	<p>Assignee: Allis-Chalmers Credit Corp., 1126 S. 70th St., West Allis, WI 53214.</p>	

Mailed to Secured Party

X *[Signature]*
Dated 01-22-85

[Signature]
(Signature of Secured Party)

Allis-Chalmers Corporation
Type or Print Above Name on Above Line

RECEIVED FOR RECORD
1985 JAN 23 AM 10:00
E. AUBREY COLLISON
CLERK

10.00
50

STATE OF MARYLAND

BOOK - 481 PAGE 558

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 147978
Circuit Court Clerk-Anne Arundel County
RECORDED IN LIBER 243 FOLIO 459 ON 03-21-72 (DATE)

1. DEBTOR

Name Anne-Arundel County Farmers' Co-operative Association, Inc.
155 8th Avenue
Address Glen Burnie, MD 21061

2. SECURED PARTY

Name Allis-Chalmers Credit Corporation
1126 S. 70th St.
Address West Allis, WI 53214
Allis-Chalmers Credit Corporation
1126 S. 70th St., West Allis, WI 53214, Attn: UCC Administration
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 10.00
POSTAGE .50
#01663 0040 R01 T09:46
JAN 23 1985

3. Maturity date of obligation (if any) _____

CHECK <input checked="" type="checkbox"/> 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. 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.) Amendment</p>
	<p>Amend debtor information as set forth above.</p>	
	<p>Collateral described on original filing.</p>	

[Signature]
Dated 01-02-85



1985 JAN 23 AM 10:00
E. AUBREY COLLISON
CLERK

[Signature]
(Signature of Secured Party)
Allis-Chalmers Credit Corporation
Type or Print Above Name on Above Line

Mailed to Secured Party

10.00

Please cross index under both names

 Maryland Financing Statement All information must be typewritten or printed in ink.		File No.
(Not to Be) (True) Recorded in the Land Records.* <small>strike in applicable words</small>		
Debtor(s) Name(s) and Address(es) J. & J. Contracting, Inc. T/A Jim's Aerials 756 Whitney Landing Drive Crownsville, Anne Arundel Co., MD 21032	Secured Party Name and Address C.I.T. Corporation 1301 York Road Lutherville, MD 21093	
Assured by C.I.T. Bank C.I.T. Corporation	The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax since equipment is part of dealers inventory.	
This Financing Statement covers the following types (or items) of property: Describe fully, giving Year and Make, Model, Motor or Serial No., etc. Two (2) New Access Satellite Elevating Work Platforms, S/N's PM85A and PM86A Twenty (20) Tower Sections w/Bolts Eight (8) 5 Tower Section, 100' Power Cord Control Box, 20" Walkway Extensions "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 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.		
Debtor(s) J. & J. Contracting, Inc. T/A Jim's Aerials	Secured Party	C.I.T. Corporation
By <u>James W. Goode</u> Title <u>President</u> <small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small>	By <u>Michele T. Oltman</u>	
<u>James W. Goode</u> Type or print name(s) of person(s) signing	<u>Michele T. Oltman</u> Type or print name of person signing	
5-SA-989D		

RECORD FEE 12.00
 POSTAGE .50
 #01664 CO# R01 TOP:46
 JAN 23 85

12-03

RECEIVED FOR RECORD
 CIRCUIT COURT, BALTIMORE COUNTY

Mailed to Secured Party

1985 JAN 23 AM 10:01



E. AUBREY COLLISON
 CLERK

PART 2 - COURT CLERK

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

255310

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. \$ 2737.35

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

This financing statement Dated 11/7/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Jonathan & Sandra Rose Sr.
Address 7957 W. Riverside Drive Pasadena, Md. 21122

2. SECURED PARTY

Name Norwest Financial Leasing, 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)

- Living Room Set
- 1 Dining Room Set
- 3 Bedroom Set
- 1 Vacuum Cleaner
- 1 Living Room Set
- 1 Dryer
- 1 Washer
- 1 Refrig.

RECORD FEE 12.00
 RECORD TAX 17.50
 POSTAGE .50
 #01665 C040 R01 T09#47
 JAN 23 85

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)

Jonathan Rose Sr.
(Signature of Debtor)

Jonathan Rose
Type or Print Above Name on Above Line

Sandra Rose
(Signature of Debtor)

Sandra Rose
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

Mailed to Secured Party

RECEIVED BY RECORDS
CLERK COUNTY

1985 JAN 23 AM 10:01

E. AUBREY COLLISON
CLERK

12. 17.50

11.50
Anne Arundel

BOOK - 481 PAGE 561

255311

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 David L. Siegert

Address 388 W. Central Ave Davidsonville, MD 21035

2. SECURED PARTY

Name Baldwin Service Center Inc.

Address 41 Defense Hwy Annapolis, Md 21401

*Assignee of Secured Party: Kubota Credit Corp, USA
4444 Shackelford Rd No Cross, Ga 30093*
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)

RECORD FEE 11.00
POSTAGE .50
#01667 0040 R01 T09:48
JAN 23 85

Kubota L4150HDT Tractor 4WD Diesel S/N-50197
Kubota BF900 Loader S/N-10309
Kelley B60 Backhoe S/N-841036-002132

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) *13400.833452*

(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 L. Siegert
(Signature of Debtor)

David L. Siegert
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Shonda L. Baldwin, Pres.
(Signature of Secured Party)

Baldwin Service Center Inc.
Type or Print Above Signature on Above Line

Mailed to Andover

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

1985 JAN 23 AM 10:01

E. AUBREY COLLISON
CLERK

40

11.50

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) ATP Leasing Company, A Partnership 2861 Jessup Road Jessup, Maryland 20794</p>	<p>2. SECURED PARTY and Address Baltimore East Park Street UNION TRUST COMPANY OF MARYLAND P.O. Box 1077 Baltimore, Maryland 21203 Attn: Stephen B. Bradley #7G2353 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.

RECORD FEE 11.00
POSTAGE .50

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. All of Debtor's Equipment now owned or hereafter acquired which is the subject of leases rental agreements and installment sales agreements with third parties and which have been assigned to Secured Party and all repossessed and returned equipment arising from such agreements and the proceeds of all the foregoing.

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.

#01668 0040 R01 109:50
JAN 23 85

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

DEBTOR:

SECURED PARTY:
UNION TRUST COMPANY OF MARYLAND

ATP Leasing Company
(Type Name)

By: Stephen B. Bradley, CBS
(Type Name)

By: Em F. Neuter

DECEMBER 14, 1984
(Date Signed by Debtor)

By: _____

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

RECEIVED FOR RECORD
CREDIT COURT, BALTIMORE COUNTY

1985 JAN 23 AM 10:01

E. AUDREY COLLISON
CLERK



118 50

BC-3001

BOOK - 481 PAGE 563

255313

FINANCING STATEMENT

TO BE RECORDED AT:

- ~~SDAT - Financing Statement Records~~
- ~~Howard County - Financing Statement Records~~
- ~~Howard County - Land Records~~
- Anne Arundel County - Financing Statement Records

NOT SUBJECT TO RECORDATION TAX

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

- | | | |
|----|------------------------------------|---|
| 1. | NAMES AND ADDRESS OF DEBTOR: | MAROJOT LIMITED PARTNERSHIP
2411 Crofton Lane
Suite 17
Crofton, Maryland 21114 |
| 2. | NAME AND ADDRESS OF SECURED PARTY: | HOWARD COUNTY, MARYLAND
George Howard Building
3430 Court House Drive
Ellicott City, Maryland 21043
Attn: Office of Law |
| 3. | NAME AND ADDRESS OF ASSIGNEE: | THE CITIZENS NATIONAL BANK
390 Main Street
Laurel, Maryland 20707
Attn: Martin A. Sharpless,
Sr. Vice President |

RECORD FEE 21.00
POSTAGE .50

#01669 0040 801 109:50

JAN 23 85

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

(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 Howard 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

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HOWARD COUNTY, MARYLAND

1985 JAN 23 AM 10:01

E. AUBREY COLLISON
CLERK



21.00

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 (collectively, the "Equipment Collateral"), and all Proceeds (hereinafter defined) thereof. The Real Property is also described in a certain Deed of Trust dated as of December 1, 1984, between the Debtor and Martin A. Sharpless and Donald E. Shaffrey, 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, 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.

(e) All right, title and interest of the Debtor in and to, and remedies under, any and all leases and subleases including, without limitation, any

lease between the Debtor and Geren Sales, Inc. 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.

(f) 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 Debtor to the Secured Party under and pursuant to the Loan and Financing Agreement dated as of December 1, 1984 (the "Financing Agreement"), by and among the Secured Party, The Citizens 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 Howard County, Maryland Economic Development Revenue Bond (Geren Sales, Inc. Facility), 1984 Series, in the principal amount of \$880,000

BOOK - 481 PAGE 566

(the "Bond"), which Bond does not constitute an indebtedness or charge against the general credit or taxing powers of the Secured Party, and does not constitute or give rise to any pecuniary liability of the Secured Party.

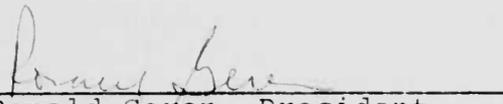
Debtors:

MAROJOT LIMITED PARTNERSHIP
(the Borrower)

By: MARO, INC., General Partner

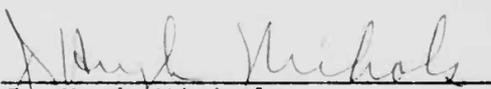
By 
Martin I. Veron,
President

GEREN SALES, INC.
(the Facility User)

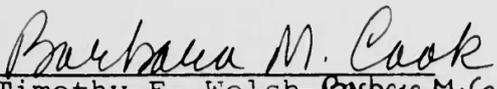
By 
Ronald Geren, President

Secured Party:

HOWARD COUNTY, MARYLAND

By 
J. Hugh Nichols,
County Executive

Approved as to form and
legal sufficiency this
19th day of December,
1984.


~~Timothy F. Welsh~~, Barbara M. Cook,
Senior Assistant County Solicitor

Filing Officer: Return to: Katherine L. Bishop, Esquire
Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202



EXHIBIT A

BOOK - 481 PAGE 567
DESCRIPTION OF THE LAND

ALL that lot or parcel of land situate in Howard County, Maryland, all as more particularly described as follows:

Beginning for the same at a point on the southeast side of Hunting Mills Drive, 80 feet wide, said place of beginning being designated 22, as shown on a plat entitled "Route One Hundred Business Park, Block 'D', Parcels 'A', 'B', 'C' & 'D', Block 'A', Parcels 'F' & 'G'", dated December 6, 1973, recorded among the Plat Records of Howard County, Maryland in Plat Book 26 folio 48, running thence binding on the outline of Block 'D', Parcel 'A', as shown on said plat, the four following courses, viz: 1) South 54° 30' 21" East 10.57 feet, 2) South 53° 03' 45" East 143.64 feet, 3) South 84° 33' 42" East 214.63 feet and 4) South 08° 08' 03" East 210.48 feet to the north side of Santa Barbara Road, 80 feet wide, as shown on said plat, running thence binding on the north side of said Santa Barbara Road, as shown on said plat, the two following courses, viz: 5) reversing the bearing, as shown on plat, South 81° 51' 57" West 106.15 feet and 6) northwesterly by a curve to the right having a radius of 517.98 feet for a distance of 500.75 feet, said curve being subtended by a chord bearing North 70° 26' 22" West 481.48 feet, running thence binding on the fillet leading to the southeast side of said Hunting Mills Drive, as shown on said plat, 7) northeasterly by a curve to the right having a radius of 32.00 feet for a distance of 55.02 feet, said curve being subtended by a chord bearing North 6° 30' 50" East 48.49 feet, running thence binding on the southeast side of said Hunting Mills Drive, as shown on said plat, 8) North 55° 46' 31" East 225.44 feet to the place of beginning.

Containing 2.83 acres of land more or less.

Subject to a 50 foot Building Setback Line, along Santa Barbara Road and Hunting Mills Drive, a 33 foot Colonial Pipe Line Easement, along the herein above described first, second and third lines and the western one half of a 33 foot Colonial Pipe Line Easement, the center of said easement being part of the herein above described fourth line, all as shown on said plat.

Also subject to a Right of Way Agreement dated March 30, 1961, between Botaba Realty Company and Colonial Pipeline Company, recorded among the Land Records of Howard County, Maryland in Liber 1049 folio 225.

Being all of Block 'D', Parcel 'A', as shown on a plat entitled "Route One Hundred Business Park, Block 'D', Parcels 'A', 'B', 'C' & 'D', Block 'A', Parcels 'F' & 'G', dated December 6, 1973, recorded among the Plat Records of Howard County, Maryland in Plat Book 26 folio 48.

Filed to: Atlantic Title Co.

1150

BOOK - 481 PAGE 568

255314

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, 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)
 AIR CARGO, INC. 1819 BAY RIDGE AVENUE
 ANNAPOLIS, MARYLAND 21403

6 Secured Party Address
 Maryland National Bank P O BOX 17372
 Attention: LDRU BALTIMORE, MD 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

AIR CARGO, INC.

Joseph A. Jackins, Jr. (Seal) 11/25/84
 Joseph A. Jackins, Jr.
 Treasurer

Secured Party
Maryland National Bank

George Groves (Seal) 12/12/84
 President
 George Groves - President (Seal)

Gerald T. Garland (Seal)

Gerald T. Garland, Vice President
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

E. AUBREY COLLISON
CLERK
Mailed to Secured Party

1985 JAN 23 PM 10:45

(X)

RECORD FEE 11.00
POSTAGE .50
JAN 23 1985

11-00
8

0035303 - 0001

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 12-12-84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Bay Ridge Beach, Inc.
Address 7 Herndon Avenue, Annapolis, MD 21403

2. SECURED PARTY

Name HOBART CORPORATION
Address World Headquarters - Troy, Ohio 45374

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) AM-14 dishwasher with soil and clean tables.
D-4298

Clerk of Circuit Court, Annapolis

CHECK THE LINES WHICH APPLY

RECORD FEE 11.00
#01474 0745 #01474 0745
JAN 23 1985

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

RECEIVED FIN. RECORDS
CIRCUIT COURT, ANNAPOLIS, MD
1985 JAN 23 PM 10:45
E. AUDREY COLLISON
CLERK

Mailed to Secured Party

(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)

Alice J. Hertzberg Attorney in Fact
(Signature of Debtor)
Bay Ridge Beach, Inc.
Type or Print Above Name on Above Line

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

HOBART CORPORATION
(Signature of Secured Party)

W.J. Friberg W.J. Friberg
Type or Print Above Signature on Above Line

11.00

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 recordation tax indicate amount of taxable debt here \$ _____

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

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

1. DEBTOR

Name Thomas E. Sluiter
Address 5733 Heritage Hill Ct., Alexandria, VA 22310

2. SECURED PARTY

Name Robert Rhodes
Address 281 Kings St., Conneaut, Ohio 44030

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 24' Pacific Seacraft Flicka Fiberglass hull #PCS202180382
1982 7HP Yanmar diesel engine #02109

Home anchorage/winter- Annapolis, MD

ASSIGNEE:
First Commercial Corp.
303 2nd St.
Annapolis, MD 21401

2nd Assignee:
Society For Savings
1290 Silas Deane Highway
Wethersfield, CT 06109

Mailed to: _____

RECEIVED FOR RECORDATION COUNTY CLERK JAN 23 PM 10:45 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)

RECORD FEE 11.00
POSTAGE .50
#01880 0345 R01 T10:23
JAN 23 85

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

Thomas E. Sluiter
(Signature of Debtor)

Thomas E. Sluiter
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Robert Rhodes
(Signature of Secured Party)

Robert Rhodes

Type or Print Above Signature on Above Line

11/10
Ams Assoc Co
12-17-84

Anne Arundel County

BOOK - 481 PAGE 571

FINANCING STATEMENT - MARYLAND

255317

No: _____

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

DEBTOR: FLORIDA MARINE & BOAT SALES, INC.

Type Address of Debtor: 2904 Mountain Rd.
Pasadena, MD. 21122

Filing officer may deliver or mail this Financing Statement after Recording to:

Secured Party: WESTINGHOUSE CREDIT CORPORATION

1985 JUN 23 PM 10:45
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

RECORD FEE 11.00

POSTAGE .50
#01681 0345 PM 110:25
JAN 23 85

Description of collateral covered by original financing statement.
This financing statement covers the following types (or items) of property:

All of the Debtor's inventory, equipment, accounts, contract rights (including but not limited to any purchase and rental agreements), chattel paper, documents and general intangibles, of whatever kind or nature, wherever located, now owned or hereafter acquired, and all returns, repossessions, substitutions, replacements, parts, additions and accessions, thereto and thereof, and all proceeds (including but not limited to cash, instruments, chattel paper, general intangibles and accounts) and products thereof.

Check if covered: Proceeds of Collateral are also covered

The underlying secured transaction or transactions being publicized by this Financing Statement are not wholly or partially subject to the recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland, 1962 suppl., as amended.

DEBTOR

SECURED PARTY

FLORIDA MARINE & BOAT SALES, INC.
(TYPE TRADE NAME OF DEBTOR)

WESTINGHOUSE CREDIT CORPORATION
By: *Norman J. Klemmer*

(L.S.) *Kandice S. Fantone*

Norman J. Klemmer Credit Mgr.
(TYPE NAME AND TITLE)

Kandice S. Fantone V.P.
(TYPE NAME AND TITLE)

Handwritten initials and date
11/60/50

6145-6696

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

1. Debtor(s) Name(s) (Last Name First)		2. Debtor(s) Complete Address(es)		Maturity date (if any):
SCHAFFLE'S INC.		91 KINGBROOK ROAD LINTHICUM, MARYLAND 21090		
3. & 4. Secured Party(ies) and Complete Address(es)		5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)		
CITIZENS BANK AND TRUST COMPANY OF MARYLAND 6200 BALTIMORE BOULEVARD RIVERDALE, MD. 20840				
7. This financing statement covers the following types (or items) of property: (Describe)				
1974 CATERPILLAR LOADER MODEL 955L SERIAL #85J9027			RECORD FEE 11.00 RECORD TAX 80.50 POSTAGE .50 #01710 0040 001 111-27 JAN 23 85	
8a. (XX) Proceeds are also covered. 8b. () Products of collateral are also covered. No. of additional sheets presented.				
Filed with CIRCUIT COURT CLERK OF Anne Arundel County; Other _____				
9. Transaction is <input checked="" type="checkbox"/> 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 \$ 11,500.00				
10. This statement to be returned after recordation to Secured Party, shown above, or to _____				
Signature(s) of Debtor(s) SCHAFFLE'S INC.				
BY: <u>Stanley P. Schaffle, President</u> STANLEY SCHAFFLE, PRESIDENT				
Signature(s) of Secured Party(ies) or Assignee(s) <u>Marvin R. Such</u> By <u>Manager</u> (Title)				
NOTE—Type or Print Names Clearly Below Signatures.				
FILING OFFICER COPY				

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

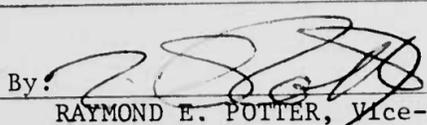
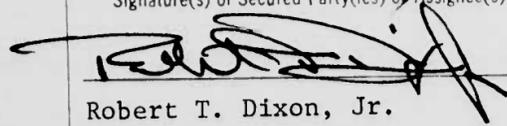
1985 JAN 23 PM 11:31

E. AUBREY COLLISON
CLERK

11.00
80.50



6170-9531

This STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		Maturity date (if any)
1. Debtor(s) Name(s) (Last Name First) GENDERSON CHEVROLET	2. Debtor(s) Complete Address(es) 138 Revell Highway Annapolis, Maryland 21401	
3. & 4. Secured Party(ies) and Complete Address(es) CITIZENS BANK AND TRUST COMPANY OF MARYLAND 6200 BALTIMORE BOULEVARD RIVERDALE, MD. 20840 20737	5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)	
7. This financing statement covers the following types (or items) of property: (Describe) Two (2) IBM PC Computers Serial #'s 0119932 & 0040302 One (1) TC 1000S Computer Serial # TC20916		RECORD FEE 11.00 RECORD TAX 126.00 POSTAGE .50 #01711 C040 R01 T11*27 JAN 23 85
8a. (<input checked="" type="checkbox"/>) Proceeds are also covered.	8b. () Products of collateral are also covered.	No. of additional sheets presented.
Filed with CIRCUIT COURT CLERK OF <u>Anne Arundel</u>		County; Other _____
9. Transaction is <input checked="" type="checkbox"/> is not (), (check which) 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 \$ <u>18,200.00</u>		
10. This statement to be returned after recordation to Secured Party, shown above, or to		
Signature(s) of Debtor(s) GENDERSON CHEVROLET		
By:  RAYMOND E. POTTER, Vice-President Signature(s) of Secured Party(ies) or Assignee(s)		
By  Credit Manager (Title) Robert T. Dixon, Jr.		
NOTE—Type or Print Names Clearly Below Signatures.		
FILING OFFICER COPY		
DS-30		Printed in U. S. A.

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1985 JAN 23 PM 11:31
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

11.00 126.00 50

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 Anne Arundel County

NAME	Street	City	State
1. Debtor(s)			
<u>National Marine Underwriters, Inc.</u>	<u>Annapolis City Marina</u>	<u>410 Severn Ave. Suite 207-208</u>	<u>Annap., Md. 21403</u>
2. Secured Party:	<u>SUBURBAN BANK</u>	<u>31-35 Light St.</u>	<u>Balt., Md. 21202</u>

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: _____

Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

1985 JAN 23 PM 4:39
E AGENCY COLLISION
CLERM

RECORD FEE 11.00
POSTAGE 50
JAN 23 1985

87

Secured Party: SUBURBAN BANK

By: Eileen S. Gryctko

Type Name Eileen S. Gryctko

Title Assistant Vice President

Debtor(s) or Assignor(s)

National Marine Underwriters, Inc.

Frank W. Beachley, President

Larry E. Reid, Exec. Vice Pres.

Robert H. Robinson V/Pres. & Treas.

Type or Print Name and Title of Each Signature

1100
50

10/30/84

LIBER 481 PAGE 575

National Marine Underwriters, Inc.
410 Severn Ave., P.O. Box 4636
Annap., Md. 21403

SCHEDULE A

	Element Code	Quantity
AT&T Horizon Advanced Communications System	6202-910	1
	Element Code	Quantity
Met Station Circuit Pack	62105	2
4-Port Auxillary Circuit Pack	62106	2
CO/PBX Line Circuit Pack	62108	2
Customer Access Unit	62118	1
40-Button Selector Console	62143	1
10-Button Met W/Busy Lamp Field	3140-011	1
10-Button Met	3140-010	4
30 Button Answering Position	3140-030	1
Touch Tone Desk Telephone	3100-1TD	5
Touch Tone Wall Telephone	3100-TWR	2
Touch Tone Desk For Speakerphone	3100-2TD	1
4 A Speakerphone	3120-02W	1
Wiring	2772-FA2	17

TEXAS INSTRUMENTS COMPUTER SYSTEM

System Serial #48888-40000

DS01 (T84A) #48349-40016
DS01 (T84A) #48348-40017

990A13 Chassis #02812-01183

LPO1 (810PR) #24815-69178
LPO1 (810PR) #24815-69182
LPO3 (810PR) #24815-69163

931 Terminals #35642-40472
#35642-40488
#35642-40497
#35642-40467
#35642-40779
#35642-40491
#35642-40499

Mailed to Secured Party

255300

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
Dianne E. Dunning	770F	Fairaview Ave.	Annapolis Maryland 21403

2. Secured Party (or assignee)
 SUBURBAN BANK 12125 Viers Mill Road, Silver Spring, Maryland 20906

3. This Financing Statement covers the following types (or items) of property:
- (1) Otrona 2001 Computer w/16 Bit 256 K Ser.# 23017 & Mannesmann Tally Printer MT#8S.

RECEIVED FOR RECORD
 COUNTY CLERK
 1985 JAN 23 PM 4:39
 E. AUBREY COLLISON
 CLERK

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.

RECORD FEE 11.00
 POSTAGE .50
 400367 055 R02 116121
 JAN 23 85

Secured Party:	Debtor(s) or Assignor(s)
SUBURBAN BANK	<u>Dianne E. Dunning</u>
By: <u>Rose Ann Hennessey</u>	_____
Type Name <u>Rose Ann Hennessey</u>	_____
Title <u>Retail Banking Officer</u>	<u>Dianne E. Dunning</u>

	Type or Print Name and Title of Each Signature

Mailed to Secured Party

1100
50

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
Chase Construction & Equipment Corp.	P.O. Box 3333 Annap., Md. 21403
	1825 George Ave., Annap., Md. 21401

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:
 3 IBM Personal Computer Systems, see attached Schedule A

1985 JUN 23 PM 4:39
 E AGENCY COLLISION
 OLERN



RECORD FEE 11.00
 POSTAGE 50
 JAN 25 85

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:	Debtor(s) or Assignor(s)
SUBURBAN BANK	Chase Construction & Equipment Corp.
By: <u>Rose Ann Hennessey</u>	By: <u>James C. Foote</u>
Type Name <u>Rose Ann Hennessey</u>	<u>James C. Foote, President</u>
Title <u>Retail Banking Officer</u>	

Type or Print Name and Title of Each Signature

1100
 1/17

Ma

December 7, 1984

Chase Construction & Equipment Corp.

SCHEDULE A

7	011379	IBM Personal Computer AT	38001	
1	051715	360k Disk Drive, AT		
1	030803	IBM Monochrome Display	0285280	
1	030805	IBM Monochrome Display & Print Adapter		
1	041640	Epson LQ 1500 Printer	038390	
1	040544	Printer Interface		
1	200810	IBM DOS & Basic 3.0		
1	400518	Cable		
1	261854	General Ledger		
1	261852	Accounts Payable		
2	450170	Boxes Dysan UHR Diskettes		
1	Entre'	On-Site Computer-Equipment Contract		
		System includes full Entre' burn-in, system test and integration; on-site delivery and installation.		
1	010810	IBM Personal Computer System Unit 256k	1156767	
1	050993	Tandon 360k Disk Drive		
1	030803	IBM Monochrome Display	0391945	
1	030805	IBM Monochrome Display & Print Adapter		
1	041986	Cable		
1	207000	DOS & Basic 2.1		
1	041986	Epson FX 100 Printer	533352	
1	Entre'	On-Site Computer Equipment Service Contract		
		System includes full Entre' burn-in, system test and integration; on-site delivery and installation.		
1	010810	IBM Personal Computer System Unit 256k	1090230	
1	050993	Tandon 360k Disk Drive	0313208	
1	037010	IBM Color Monitor		
1	030806	IBM Color Graphics Adapter		
1		IBM Print Adapter		
1	041986	Cable		Mailed to Secured Party
1	207000	IBM DOS & Basic 2.1		
1	041986	Epson FX 100	517143	
1	Entre'	On-Site Computer Equipment Contract		
		System includes full Entre' burn-in, system test and integration; on-site delivery and installation.		

Anne Arundel

LIBER 481 PAGE 579

255302

FINANCING STATEMENT
(NOT SUBJECT TO RECORDATION TAX)

FILE NO. _____

This Financing Statement dated _____ is presented to filing officer for filing pursuant to the Uniform Commercial Code:

1. DEBTOR

Name: Wallace Treiber

Address: 4277 Solomons Island Rd. Harwood, Md 20776

2. SECURED PARTY

Name: Sperry Corporation, Sperry New Holland Elita
Sperry New Holland Cerinville

Address: P.O. Box A Frederick, Md. 21701

3. ASSIGNEE

Name: SPERRY NEW HOLLAND CREDIT CORPORATION
500 NORTH HOSKINS ROAD
P.O. BOX 33547
CHARLOTTE, NC 28233

4. Maturity date of obligation (if any) _____

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

Used NH 489 Hayline SUV 532869

RECORD FEE 11.00
POSTAGE 50
#80352 0237 R02 T18:55
JAN 23 85

E. AUBREY COLLISON
CLERK

1985 JAN 23 PM 4:01

RECORDED
IN
MARYLAND
COUNTY

27

Wallace Treiber
(SIGNATURE OF DEBTOR)

WALLACE TREIBER
TYPE OR PRINT SIGNATURE ON ABOVE LINE

(SIGNATURE OF DEBTOR)

TYPE OR PRINT SIGNATURE ON ABOVE LINE

Sperry New Holland Cerinville

Robert D. Dinsmore
(SIGNATURE OF SECURED PARTY)

ROBERT D. DINSMORE, STORE MANAGER
TYPE OR PRINT SIGNATURE ON ABOVE LINE

Mailed to Assignee

11/5

FINANCING STATEMENT

255303

- 1. Name of Debtor: MONTICO, INC.
Address: 650 Ritchie Highway
Severna Park, Maryland 21146
- 2. Name of Secured Party: COMMONWEALTH LAND TITLE
INSURANCE COMPANY
Address: 8 Penn Center
Philadelphia, Pennsylvania 19103

Attn: Woodrow Dandrea

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

All of the assets of the Debtor including, without limitation, the accounts receivable, furniture, fixtures and equipment, cash on hand, cash in any bank, certificates of deposit, and any other assets used by the Debtor in the conduct of its business.

- 4. Proceeds of all collateral are covered.

RECORDED FOR RECORD
CLERK COURT HOUSE COUNTY
1985 JAN 23 PM 4:01
E. AUBREY COLLISON
CLERK

27

RECORD FEE 11.00
POSTAGE 50
#80353 0237 R02 T15:56
JAN 23 85

Debtor:
MONTICO, INC.

Secured Party:
COMMONWEALTH LAND TITLE
INSURANCE COMPANY

By: Jeffrey C. Selby
Jeffrey C. Selby, President

By: Woodrow J. Dandrea

(Mr. Clerk: Return to Woodrow Dandrea, Commonwealth Land Title Insurance Company, 8 Penn Center, Philadelphia, Pennsylvania 19103.)

7

1150

Mailed to Secured Party

N/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 Dec. 31, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Royal Edison Brumwell, Jr. and Royal E. Brumwell Sr.
Address 4013 Mountain Road, Pasadena, MD 21122

2. SECURED PARTY

Name Tucker Equipment Company
Address 629 S. Philadelphia Blvd., Aberdeen, MD 21001

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 Case 455C Loader Tractor S/N 3076879

Assignee of the Secured Party:
J.I. Case Credit Corp. or J.I. Case Co.
as their interest may appear.
290 Elwood Davis Rd.
Liverpool, NY 13088

RECORD FEE 12.00
POSTAGE .50
#80354 0237 002 115-5Z
JAN 23 '85

Are Arundel

3215 Town

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)

Royal E. Brumwell Jr.
(Signature of Debtor)
Royal Edison Brumwell Jr.
Type or Print Above Name on Above Line
Royal E. Brumwell Sr.
(Signature of Debtor)
Royal E. Brumwell Sr.
Type or Print Above Signature on Above Line

Barclay D. Tucker
(Signature of Secured Party)
Barclay D. Tucker, II
Type or Print Above Signature on Above Line

Mailed to Assignee

1250

1985 JAN 23 PM 4:01
E. ADRIENY COLLISON
CLERK

N/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 Dec. 31, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ~~Wayne Earl Brummwell Sr. and Royal Edison Brummwell Sr.~~
Address ~~4013 Mountain Road, Pasadena, MD 21122~~

SECURED PARTY

Name Tucker Equipment Company
Address 629 S. Philadelphia Blvd., Aberdeen, MD 21001

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)

One Case 455C Loader Tractor S/N ~~3036104~~ ³⁰⁷⁶⁸⁷⁸ ₃₀₃₆₁₀₄

1985 JAN 23 PM 4:01
E. AUBREY COLLISON
CLERK

RECEIVED FOR RECORD
CREDIT COURT, BAL. COUNTY

Assignee of the secured party:
J.I. Case Credit Corp. or J.I. Case Co. as their interest may appear.
290 Elwood Davis Rd. Liverpool, NY 13088

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)

3202 Town

Anne Arundel

RECORD FEE 12.00
POSTAGE 50
#80355 0237 R02 T15:57
JAN 23 85

Wayne E. Brummwell Sr.
(Signature of Debtor)

WAYNE E. BRUMMWELL Sr.
Type or Print Above Name on Above Line

Royal E. Brummwell Sr.
(Signature of Debtor)

ROYAL E. BRUMMWELL, Sr.
Type or Print Above Signature on Above Line

Barclay D. Tucker II
(Signature of Secured Party)

Barclay D. Tucker, II
Type or Print Above Signature on Above Line

Mailed to Assignee

123

Debtor or Assignor Form

255306

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 13,625.00
- To Be Recorded in Land Records (For Fixtures only).

Name of Debtor Altruistic Vending Services, Inc.
Address 1994 Moreland Parkway #10
 Annapolis, Maryland 21401

RECORD FEE 11.00
 RECORD TAX 94.50
 POSTAGE .50
 #01741 0040 R01 T15:47
 JAN 23 85

SECURED PARTY (OR ASSIGNEE)

First National Bank of Maryland —Address: 83 Forest Plaza
 Annapolis, Md. 21401

Attach separate list if necessary

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

All of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Borrower other than inventory, including any leasehold interests therein (plus all replacement parts and annexations thereto), and any maintenance agreements applicable thereto, herein called "Equipment" and specifically including but not limited to that which is described below and in any separate schedule at any time delivered by Borrower to Bank.

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

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

RECEIVED FOR RECORD
 COUNTY OF ANNAPOLIS
 1985 JAN 23 PM 4:05
 E. ADRIEN COLLISON
 CLERK

Debtor (or Assignor)

Secured Party (or Assignee)

Altruistic Vending Services, Inc.

First National Bank of Maryland

William J. Nuttle, Sr.
 William J. Nuttle, Sr., President

BY *Margaret R. Anderson*
 Margaret R. Anderson, Loan Officer

William E. Wallace, Jr.
 William E. Wallace, Jr., Vice President

FNB 0850-A

Type or print names under signatures

"I certify that recordation tax of \$ 94.50 was paid to
 Anne Arundel County on December 28, 1984."

Margaret R. Anderson
 Authorized Signature

Mailed to Secured Party

1100
 94.50
 50

STATE OF MARYLAND

255307

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 12/29/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name McLaughlin, Kevin, J. and McLaughlin, Mary, M.

Address 1154 Willow Lane, Annapolis, MD 21401

2. SECURED PARTY

Name Key Capital Corp.

Address 57 River Street

Wellesley Hills, MA 02181

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

RECORD FEE 12.00
POSTAGE .50
#01742 0840 R01 T15:48
JAN 23 85

3. Maturity date of obligation (if any) _____

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

1982 Farr 38 Hull #
powered by a single, diesel Bukh 20 hp engine
Extras: spinnaker gear, datamarine cruising, depth finder,
knot meter, loran, VHF and ADF, am/fm stereo with speakers,
main sail, storm jib, number 1,2,and 3 genoas

"NOT SUBJECT TO RECORDATION TAX"

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)

1985 JAN 23 PM 4:05
E. AUBREY COLLISON
CLERK

RECEIVED FROM RECORDED
COUNTY CLERK

Kevin J. McLaughlin
(Signature of Debtor)

Kevin J. McLaughlin
Type or Print Above Name on Above Line

Mary M. McLaughlin
(Signature of Debtor)

Mary M. McLaughlin
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

Mailed to Secured Party

12.00

FINANCING STATEMENT

255338

- 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 \$ 110,000.00. 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 Clerk Circuit Court of Anne Arundel Co.

5. Debtor(s) Name(s) Address(es)
Gibraltar Associates (A Maryland General Partnership) 107 Ridgely Avenue P.O Box 291
 Annapolis, Maryland 21404

6. Secured Party Address
 Equitable Bank, National Association
 Attention: **Shirley Phipps** 100 South Charles Street
Loan Documentation Assistant Baltimore, Maryland 21201

RECORD FEE 33.00
 RECORD TAX 770.00
 POSTAGE .50
 #01743 C040 R01 T15:49

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:

JAN 23 85

- 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 Gibraltar Associates A Maryland General

By: Lawrence B. Goldstein (Seal) _____ (Seal)
 Lawrence B. Goldstein, General Partner

By: Thomas L. Carter, Jr. (Seal) _____ (Seal)
 Thomas L. Carter, Jr., General Partner

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.
 LOAN DOCUMENTATION CENTER
 100 S. CHARLES STREET
 BALTIMORE, MARYLAND 21201

33.00
 770.00
 RECEIVED FOR RECORD
 CLERK COURT, A.A. COUNTY
 1985 JAN 23 PM 4:05
 E. AUBREY COLLISON
 CLERK

SCHEDULE A

LIBER 0481 PAGE 586

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 Gibraltar Associates, a Maryland General Partnership.

Collateral

Section G. (continued)

All right, title and interest, now and hereafter existing, in and to a certain Lease, by and between Gibraltar Associates, a Maryland General Partnership, and North Bend Thrift and Loan Association, Inc., a Maryland corporation, dated October 1, 1984, together with all moneys due or to become due thereunder, and all cash and non-cash proceeds and products thereof.

DESCRIPTION AND COST BREAKDOWN

Furniture		Unit Price	Amount	TOTAL
Quantity	Description			
3	St. Timothy #S-88-ST Secretarial Swivel Chairs COM/13875 Slate Blue Vinyl Suede/Walnut Finish	\$377.95	\$1133.85	
2	St. Timothy #S-110 Side Arm Chairs COM/52HO97, Falmaige Check Blue and Rosewood/Walnut Finish	478.15	956.30	
5	St. Timothy #S-103 Side Arm Chairs, Berkley Port Solid Grade Q/Walnut Finish	286.01	1430.05	
1	St. Timothy #S-990-ST Executive Swivel Tilt Arm Chair, Berkley Cameo Solid/Walnut Finish/ Grade Q	612.89	612.89	
2	St. Timothy #S-170 Side Arm Chairs Berkley Cameo Dot, Walnut Finish	367.73	735.46	
13	St. Timothy #S-103 Side Arm Chairs Cambridge Quicksilver/ Walnut Finish/ Grade T.	306.19	3980.47	
1	Steelcase #330600-AB 60x30, Double Pedestal Desk, 4654/2762/9201	563.52	563.52	
1	Steelcase #41ATT-33L Return Left 4654, Grey Value #2	191.53	191.53	
1	Steelcase #330600-AB 60x30 Double Pedestal Desk 4654/2762/9201	563.52	563.52	
1	Steelcase #41ATT-33R Return Right 4654 Grey Value #2	191.53	191.53	
1	Steelcase #32024 Work Table 60x30 with drawer 4654 Grey Value #2/2762 Bronze Walnut	381.35	381.35	

Furniture, Continued

Quantity	Description	Unit Price	Amount	TOTAL
3	#421-520 Posture Chairs 5199 Red Violet, Dani 9201	\$221.07	\$ 663.21	
4	Falcon #7504 Side Chairs - Colonial Walnut Finish with Status Naugahyde Grade 3/SA-20 Maroon Seat and Back	104.02	416.08	
1	Falcon #1804-32 Table Base with 32x32 base spread/ Walnut Finish	142.03	142.03	
1	#3000-48 Round 48" Diameter Table Top Regency Walnut Finish	128.45	128.45	
1	Myrtle #4C645-R Single Pedestal Desk 60x30 with 45x20 right hand return/ lock/ #4 Sedgefield Walnut Finish	1190.03	1190.03	
1	Myrtle #4C645-L Single Pedestal 60x30 with 45x20 left hand return/ lock/ #4 Sedgefield Walnut Finish	1190.03	1190.03	
1	Myrtle #420-ET End Table 26x19x22 #4 Sedgefield Walnut	211.11	211.11	
1	Myrtle #466-F Executive Double Pedestal Desk 66x36 #4 Sedgefield Walnut Finish/ M-471 Laminated Top/ Lock	1055.39	1055.39	
1	Myrtle #4CR-661 Credenza 66x20 with center drawer lock, #4 Sedgefield Walnut Finish/ M-471, Laminated Top	921.04	921.04	
1	Myrtle #400-72 DT Director's Conference Table 72x36, #4 Sedgefield Walnut Finish/ M-471, Laminated Top	543.09	543.09	
	Furniture Installation	726.00	726.00	
				\$17,926.9

Counter Tops and Teller Line

Quantity	Description	Unit Price	Amount	TOTAL
	Manufactured by Rico Custom Design:			
1	Teller Line			
1	Walk-up Counter			
1	Back Counter			
1	Night Deposit Counter Top	\$7865.00	\$7865.00	
1	New Accounts Desk			
1	Check Desk			
1	Railing & Gates			
	Laminated Material: Wilsonart-Gunstock No. W313A-6 and Wilsonart-Northsea No. D90-6.			
	Manufactured by Rico Custom Design:			
1	Top for file cabinets	302.50	302.50	
1	Panel and Molding for Kitchen Counter Front			
				\$8,167
1	Carpet: A.W. Contract, ATX Collection, #724 Text-a-Tron; 2400/501 Dusty Plum, Approximately: 155 sq. yards	\$2785.42	\$2785.42	
1	Ceramic Tile: I.A.C. Antique Pewter, 8"x8", with 4"x8" base, 250 sq. feet	2144.12	2144.12	
1	Vinyl cove base at all carpeted areas	484.00	484.00	
				\$5,113.54

File Cabinets

Quantity	Description	Unit Price	Amount	TOTAL
3	Hon HN-314 P-L Four Drawer file with Lock, putty	\$ 241.09	\$ 723.27	
6	Hon HN-314 CP-L Drawer file putty with Lock	337.34	2024.04	
3	Hon HN H252LK Two Drawer file with Lock	84.26	252.78	
				\$3,000.00

Kitchen Counter Top Burners

1	Thermodor ST-12 Two Burner Range Top	552.94	552.94	\$ 552.94
---	--------------------------------------	--------	--------	-----------

Draperies

2	Designer Wood Walnut 49 5/8 x 45 3/4 Wood Mini Blinds	1486.49	1486.49	
1	Cornice, Schumacher, 52H097, 107x10 Straight Cornice			
3 Pr.	PW5004 Schumacher, 45x52, Ripple Fold	557.71	557.71	\$2,044.00

LeFebure Equipment

LIBER 0481 PAGE 591

Quantity	Description	Amount	TOTAL
1	Model 5240 Silent King 8 Zone Combination Control/Communicator	\$ 2,365.65	
1	LeFebure 5350 Vault Door	16,201.85	
1	ABC Locker with base & trim and 4 lids for cash trays	3,350.00	
81	42 - 3x5; 21 - 3x10; 12 - 5x10; 6 - 10x10 Safe Deposit Boxes	3,722.00	
1	1" Steel Vault Liner 8.5x10'x8'.0	19,221.65	
1	Model 101 Night Depository with Model SD 1503 Door Chest 26" high x 25" wide x 24" deep	4,900.00	
1	Model 2351 Single Camera	2,406.00	
1	Model 8460 Walk-up Window Unit	5,774.00	
2	Model 301 Machine Base Units	1,562.43	
3	Teller Stations including currency trays, coin trays, waste baskets, cash handling units, knee space units	1,807.62	
1	Vault Entrance Record Keeping System including 19-8076 MK Type tray	844.94	
			\$63,856.10
2	Comm. Bridge-4 Port Modem & Cables	\$ 1,273.25	
1	Pollable CRT Terminal	3,777.90	
3	Transtectors	702.45	
1	Financial Terminal	10,659.60	
1	Modem, FST ASYNC	885.85	
			\$17,299.05

Telephone Equipment

Quantity	Description	Amount	TOTAL
1	Installation Wire	\$ 527.00	
9	Merlin 10 But Voice	3,015.00	
2	Merlin 10 But Wall Mnt.	44.00	
1	Merlin Feat Cart	230.00	
1	Merlin 4-LN/NIML	1,385.00	
9	3161-172 Merlin 10 But Voice T	180.00	
1	6110-CU1 Merlin 4LN/10TMLCU	95.00	
1	6110-FC1 Merlin Feat Cart	253.70	
			\$5,809.70
1	Model 5240 8 Zone Combination Control/ Communication Security System	\$2,253.00	
			\$2,253.00
	GRAND TOTAL:		\$13,902.74

Mailed to Secured Party

255300

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) COLEMAN, TIMOTHY RAY 44 Midway Avenue Lot # 44 Midway Village Laurel, MD 20707	2 Secured Party(ies) and address(es) CHEASPEAKE MOBILE HOMES P. O. Box 288 Millersville, MD 21108	For Filing Officer (Date, Time, Number, and Filing Office)
--	--	--

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

1985 Liberty Supra 56X14 Mobile Home ~~SN#55180~~ SN # 08-L-55180
XXXXXXXXXX

SKIRTING & STEPS

5. Assignee(s) of Secured Party and Address(es)
Norwest Modern Home Capital, Inc.
P. O. Box 668
Uniontown, PA 15401

RECORD FEE 11.00
POSTAGE .50
#01744 0040 R01 T15:51
JAN 23 85

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so) Filed with:

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:

Timothy Ray Coleman Norwest Modern Home Capital, Inc.
Timothy Ray Coleman By: [Signature]
Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical STANDARD FORM - FORM UCC-1. (For Use in Most States)

11/05

Mailed to Assignee

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 JAN 23 PM 4:06

E. AUBREY COLLISON
CLERK

Debtor or Assignor Form

January 3, 1985

LIBER 0481 PAGE 594

255340

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

Merritt Constrution Services, Inc.

P.O. Box 216
85 Richie Highway
Pasadena, Maryland 21122

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND—Address: 14700 Main Street
Upper Marlboro, Md. 20772

Attach separate list if necessary

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

1983 580D Tractor Loader Backhoe
Serial #9066972

RECORD FEE 11.00
POSTAGE .50
#01746 D040 R01 T15:57
JAN 23 85

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

First National Bank of Maryland
14700 Main Street
Upper Marlboro, Maryland 20772

- 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)

Robert A. Moore 12/21/84

THE FIRST NATIONAL BANK OF MARYLAND

X ^{Moore}
Robert A. (More) - President
Merritt Constr. Co.

BY *Leon Roy Rickards, VP*
Leon Roy Rickards, Vice-President
Retail Banking

FNB 0860

Type or print names under signatures

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 JAN 23 PM 4:06

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

11.00

STATE OF MARYLAND

255311

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 Dec. 26th, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Bell, David, R. and Bell, Patricia, S.
Address Box 100, Delaware Ave. Churchton, Maryland 20733

2. SECURED PARTY

Name Key Capital Corp.
Address 57 River Street
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)

RECORD FEE 12.00
POSTAGE .501984 Cabo Rico 38' powered by a single diesel Perkins 50 hp engine
Extras: Stereo AM/FM cassette, refrigerator, main and
main cover, geneoa 120%, staysail and cover#01751 0040 R01 T16:00
JAN 23 85

"NOT SUBJECT TO RECORDATION TAX"

CHECK THE LINES WHICH APPLY6. (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 R. Bell
(Signature of Debtor)

David R. Bell

Type or Print Above Name on Above Line

Patricia S. Bell
(Signature of Debtor)

Patricia S. Bell

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

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

1985 JAN 23 PM 4:06

E. AUBREY COLLISON
CLERK

12.00

FINANCING (CHATTEL) RECORDS - ANNE ARUNDEL COUNTY, MARYLAND

Not to be recorded
in Land Records

Not subject to Recordation Tax
Principal amount of debt secured is:

\$384,900.00

The appropriate amount of Recordation Taxes, if any, have been paid in connection with a Deed of Trust recorded or intended to be recorded among the Land Records of the jurisdiction in which the land hereinafter described is located and given as security in connection with the same loan.

FINANCING STATEMENT

- 1. Debtor: Address:
MONTGOMERY INVESTMENT GROUP X LIMITED PARTNERSHIP, a Maryland Limited Partnership
c/o Richard R. Cotton, Montgomery Financial Corporation, 4837 Del Ray Avenue, Bethesda, Maryland 20814
- 2. Secured Party: Address:
MAXIMUM SAVINGS ASSOCIATION
5530 Wisconsin Ave. Suite 1250 Chevy Chase, Maryland 20815
- 3. Trustee:
J. MARTIN KLINE, JR. and JILL J. PRICE
5530 Wisconsin Ave. Suite 1250 Chevy Chase, Maryland 20815
- 4. This Financing Statement covers:

(a) 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 hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the premises hereinafter described or any part thereof and used or usable in connection with any present or future operation of said 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, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, ducts and compressors, ornaments, tools, rugs, signs, and 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 said premises or appropriated to the use thereof, and whether affixed or annexed or not; and

1995 JAN 23 PM 4:39
E. AUDREY COLLISON
CLERK

RECORD FEE 14.00
POSTAGE 1.50
APR 05 0055 R02 T16:11
JAN 23 85

1400
JC

(b) All of the right, title, interest, claim or demand of the Debtor either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, and all permits and the like, relating to the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described; and

(c) All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance; and

(d) All earnings, revenues, rents, issues, profits, avails and other income of and from the hereinafter described premises and the collateral.

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 of even date given by the Debtor to the Trustee 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 an indebtedness owed by the Debtor to the Secured Party.
6. Proceeds of collateral are covered by this Financing Statement.
7. The collateral hereinabove described, or interest of the Debtor therein, affect, 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 as more particularly described in the Deed of Trust hereinabove referenced.

Debtor:

MONTGOMERY INVESTMENT GROUP X
LIMITED PARTNERSHIP, a
Maryland Limited Partnership

By: MONTGOMERY FINANCIAL CORPORATION,
General Partner

By: Richard R. Cotton
Richard R. Cotton, President

Secured Party:

MAXIMUM SAVINGS ASSOCIATION

By: J. Martin Kline, Jr.
J. Martin Kline, Jr.,
Vice President

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to:

Maximum Savings Association
5530 Wisconsin Avenue
Chevy Chase, Maryland 20815
Attn: Jill J. Price, Vice President

"EXHIBIT A"

Condominium Units lettered A through H and J through M in a plat of condominium subdivision entitled "CONDOMINIUM PLAT - PHASE 3, PLAT ONE, SECTION 2-D, REVISED, CHESTERFIELD GARDEN CONDOMINIUM NO. 2" as recorded in Plat Book 26, page 39, Plat No. E-1289, et seq, among the Land Records of Anne Arundel County, Maryland on December 13, 1984, being the land and premises declared subject to a condominium regime by a certain Declaration of Condominium recorded in Liber 3826 at page 604 among the aforesaid Land Records, and by a First Supplementary Declaration recorded on December 19, 1984 (for the purposes of adding Phase 3), in Liber 3828 at folio 473.

TOGETHER WITH all appurtenances, improvements, rights and privileges incident to said Units as contained in said Declaration of Condominium.

Mailed to Secured Party

FINANCING (CHATTEL) RECORDS - ANNE ARUNDEL COUNTY, MARYLAND

Not to be recorded
in Land Records

Not subject to Recordation Tax
Principal amount of debt secured is:

\$384,900.00

The appropriate amount of Recordation Taxes, if any, have been paid in connection with a Deed of Trust recorded or intended to be recorded among the Land Records of the jurisdiction in which the land hereinafter described is located and given as security in connection with the same loan.

FINANCING STATEMENT

- | | |
|--|---|
| 1. Debtor: | Address: |
| MONTGOMERY INVESTMENT
GROUP X LIMITED PARTNERSHIP,
a Maryland Limited
Partnership | c/o Richard R. Cotton,
Montgomery Financial
Corporation,
4837 Del Ray Avenue,
Bethesda, Maryland
20814 |
| 2. Secured Party: | Address: |
| MAXIMUM SAVINGS ASSOCIATION | 5530 Wisconsin Ave.
Suite 1250
Chevy Chase, Maryland
20815 |
| 3. Trustee: | Address: |
| J. MARTIN KLINE, JR. and
JILL J. PRICE | 5530 Wisconsin Ave.
Suite 1250
Chevy Chase, Maryland
20815 |
| 4. This Financing Statement covers: | |

(a) 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 hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the premises hereinafter described or any part thereof and used or usable in connection with any present or future operation of said 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, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, ducts and compressors, ornaments, tools, rugs, signs, and 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 said premises or appropriated to the use thereof, and whether affixed or annexed or not; and

RECORD FEE 14.00
POSTAGE 1.50
RECORD COES R02 11:11
JAN 23 85

1985 JAN 23 PM 4:39
E. AUBREY COLLISON
CLERK

RECEIVED FROM RECORD
OFFICE ANNE ARUNDEL COUNTY

(b) All of the right, title, interest, claim or demand of the Debtor either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, and all permits and the like, relating to the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described; and

(c) All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance; and

(d) All earnings, revenues, rents, issues, profits, avails and other income of and from the hereinafter described premises and the collateral.

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 of even date given by the Debtor to the Trustee 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 an indebtedness owed by the Debtor to the Secured Party.
6. Proceeds of collateral are covered by this Financing Statement.
7. The collateral hereinabove described, or interest of the Debtor therein, affect, 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 as more particularly described in the Deed of Trust hereinabove referenced.

Debtor:

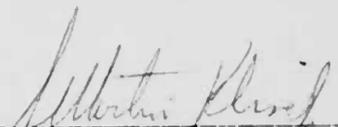
MONTGOMERY INVESTMENT GROUP X
LIMITED PARTNERSHIP, a
Maryland Limited Partnership

By: MONTGOMERY FINANCIAL CORPORATION,
General Partner

By: 
Richard R. Cotton, President

Secured Party:

MAXIMUM SAVINGS ASSOCIATION

By: 
J. Martin Kline, Jr.,
Vice President

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"EXHIBIT A"

Condominium Units lettered A through H and J through M, in a plat of condominium subdivision entitled "CONDOMINIUM PLAT - PHASE 2, PLAT ONE, SECTION 2-D, REVISED, CHESTERFIELD GARDEN CONDOMINIUM NO. 2" as recorded in Plat Book 26, page 37, Plat No. E-1287, et seq, among the Land Records of Anne Arundel County, Maryland on December 13, 1984, being the land and premises declared subject to a condominium regime by a certain Declaration of Condominium recorded in Liber 3826 at page 604 among the aforesaid Land Records on December 13, 1984.

TOGETHER WITH all appurtenances, improvements, rights and privileges incident to said Units as contained in said Declaration of Condominium.

Mailed to Secured Party

**END
LIBER**